Limited Tender in Single Bid System
For
AMC & ATS Support of Hardware and Software of Web Application Servers and Citrix Servers at CONCOR's Central Site at ICD-Tughlakabad, New Delhi for one year

CONCOR

Bid No. CON/IT/1221/22/57571

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

**Corporate Office
3rd Floor NSIC, MDBP Building,
Okhla Industrial Estate, Phase-III,
New Delhi –110 020**

Phone No. : 011-41222500

C O N T E N T S

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Tender Notice

Online Limited Tender in Single Bid System is invited for AMC & ATS Support of Hardware and Software of Web Application Servers and Citrix Servers at CONCOR's Central Site at ICD-Tughlakabad, New Delhi for a period of one year only through e-tendering mode.

1. The bid document can only be downloaded from the website (www.tenderwizard.com/CCIL) and the intending bidders should submit the document sale price of Rs. 1,000/- inclusive of all taxes and Duties through e-payment at the time of making online request.

2. Complete tender papers, duly accompanied with receipts of EMD shall be received online as per date and time mentioned below and may be opened in presence of the bidders or their authorized representatives.

Tender No.	CON/IT/1221/22/57571
Name of Work	Limited Tender in Single Bid System for AMC & ATS Support of Hardware and Software of Web Application Servers and Citrix Servers at CONCOR's Central Site at ICD-Tughlakabad, New Delhi for period of one year
Performance Security Deposit	@ 3% of Total contract value
Estimated Cost	₹ 1,94,17,923 /-
Completion Period	Contract would be one year from the date of acceptance of PO.
Earnest Money Deposit	Rs. 3,88,358.46 (i.e 2% of Estimated cost) Proof of requisite EMD deposit along with bank details of the bidder for release of EMD (cancelled cheque) shall be submitted along with other documents. *Exemption from EMD for MSME bidders.
Bank Details for depositing EMD	A/c Name: Container Corporation of India Ltd. A/c No. : 921020041209307 IFSC Code : UTIB0000007, A/c Type: Current Axis Bank Ltd. Statesman House, 148, Barakhamba Road, New Delhi - 110001 **Please deposit EMD in this account only.
Date of Sale	From 22/09/2022 1500 hrs. to 06/10/2022 (up-to 1700 hrs.)
Date & Time of submission of bid	07/10/2022 up to 12:30 hrs.
Date & Time of opening of bid	07/10/2022 at 16:00 hrs.
Minimum annual turnover	The average annual turnover of the bidder during the last three financial years (i.e.2019-20, 2020-21 & 2021-22) should not be less than ₹ 1,29,45,282/- (Rupees One Crore twenty nine lacs Forty Five Thousand Two Hundred Eighty two only). The information shall be supported by the copy of Chartered Accountant's certificate.
Experience with respect to similar nature works	The minimum amount of single work of the similar nature should be amounting to ₹ 12,945,282/- or works of similar nature amounting to ₹ 19,417,923/- during previous 3 years) prior to the date of tender opening. The similar nature of work would include orders in their own name for AMC/ATS services of Oracle Database/systems under solaris environment. The above-mentioned details should be supported by copies of

	Purchase orders along with the completion certificate indicating completion of such activities i.e. AMC and ATS services of Oracle Database/systems(separate orders or combined with supply/implementation/migration order). Value of each completed AMC/ATS year would be considered for the above requirement.
Support	The bidder should be a total solution provider and should have direct tie-up with hardware OEM. The bidder should have either direct tie-up with the principals or their authorized partners for software like Oracle, Citrix, backup licenses or any other software for supply and providing necessary. The bidder should submit authorization certificate/ documentary proof of such tie-ups alongwith technical bid. The bidder should have support office in Delhi / NCR to provide necessary support.

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

This tender notice is also available on the web site www.concorindia.com. The bid document can also be downloaded from the website (www.tenderwizard.com/CCIL). However, the intending bidders should submit the document sale price of Rs.1000.00/- through e-payment at the time of making online request.

EMD should be paid in favour of Container Corporation of India Limited through e-payment and the receipt of the same should be scanned and uploaded in the e-tendering website www.tenderwizard.com/CCIL, along with E-Tender document.

The e-payment of Earnest Money Deposit (EMD) and tender processing fee shall be paid through payment Gateway of CONCOR in E-Tendering Portal at www.tenderwizard.com/CCIL).
To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charge of INR 1200/- plus taxes as applicable to M/s. ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of downloading/ submission of bid.
The detailed tender document can be viewed from the website www.tenderwizard.com/CCIL from 22.09.2022 1500 hrs. to 06.10.2022 (up-to 1700 hrs.).

Corrigendum / Addendum to this Tender, if any, will be published on website
www.concorindia.com, www.tenderwizard.com/CCIL and Central Procurement Portal (CPP) only.
Newspaper press advertisement shall not be issued for the same.
Note:

1. Bid Document/sets shall be provided free of cost to Micro & Small enterprises (MSE's) registered with the listed agencies or having Udyog Aadhar Memorandum.
2. MSEs registered with the agencies mentioned below or having Udyog Aadhar Memorandum will have to submit Bid Declaration Form.
3. MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered

with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

- (i) District Industries Centers
- (ii) Khadi and Village Industries Commission
- (iii) Khadi and Village Industries Board
- (iv) Coir Board
- (v) National Small Industries Corporation
- (vi) Directorate of Handicraft and Handloom
- (vii) Any other body specified by Ministry of MSME

4. The MSEs must also indicate the terminal validity date of their registration.

   Failing (3) & (4) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12.

5. The bidder shall submit UAM Certificate and MSME status as per the latest guidelines issued by Ministry of Micro, Small and Medium Enterprises.

6. **In terms of orders for Public Procurement (Performance to Make in India) the minimum local content shall be min. 50% for 'Class-I local supplier, min. 20% &<50% for 'Class-II, local suppliers &<20% for 'Non-local supplier and the margin of purchase preference shall be 20%. The detailed procedure for preference to Make in India is specified in Clause 16 of Section-III.**

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Bid Letter

To,

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Name of work: Limited Tender for AMC & ATS Support of Hardware and Software of Web Application Servers and Citrix Servers at CONCOR's Central Site at ICD-Tughlakabad, New Delhi. for period of one year.

Dear Sir,

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

Section I	:	Letter to Bidders
Section II	:	Invitation of Bids for AMC & ATS Support of Hardware and Software of Web Application Servers and Citrix Servers at CONCOR's Central Site at ICD-Tughlakabad, New Delhi for period of one year
Section III	:	Instructions to Bidders
Section IV	:	General Conditions of Contract
Section V	:	Special Conditions of Contract
Section VI	:	Technical Specifications, Scope of work and Compliance
Section VII	:	Bid Form and Price Schedules
Section VIII	:	Contract Form
Section IX	:	Performance Security Form
Section X	:	Format of Solvency Certificate
Section XI	:	Integrity Pact

2. **Bid/Bid**

The Technical Bid containing the following documents to be scanned and submitted using the digital signature for signing the documents:

i) Name of the Proprietor in case of Proprietary firm/Registered Firm/Company
ii) Address of the Firm (With Telephone No. Fax & E-mail)
iii) Contact Person(s) (with mobile number)
iv) Document for the proof for OEM/Authorized Service Partner cum Business Partner of the OEM or authorized by OEM (if any)

v) Copy of Registration / Incorporation of the firm/company

vi) PAN number (Photocopy to be attached)

vii) GSTIN (Photocopy to be attached)

viii) Complete set of signed Bid Document

ix) Bank Account Details of bidder

x) Proof for successfully completed or executing similar works (Satisfactory completion certificate and work order copy to be enclosed) including proof of documents for Year & Date of contract execution, Name of client and Contract Value.

xi) Turnover for last 3 (THREE) years: (Copies of P & L A/c and Balance Sheet to be enclosed)

xii) 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.

xiii) Attested copy of power of attorney on non judicial stamp paper of appropriate value of the signatory of bid on behalf of the bidder.

xiv) Proof of Earnest Money of Rs. 388,358 (i.e 2% of Estimated cost) (Rupees Three lacs Eighty Eight Thousand Three hundred and Fifty Eight only) along with details/cancelled cheque of the bidder's bank account for release of EMD shall be submitted by the participating bidder. EMD to be paid through e-payment and the receipt of the same should be scanned and submitted along with other bid documents.

xv) Document in support of financial stability e.g. Balance sheets with profit and loss account for the last three financial years, banker certificate regarding solvency, etc. (Note: Give full details for each).

xvi) The bidder should submit a latest valid solvency certificate from a Scheduled bank as per the format enclosed at Section - X.

xvii) Any other information which the contractor may like to submit in support of his capabilities, etc.

xviii) General conditions of contract duly read and signed on all pages.

xix) Special conditions of contract duly read and signed on all pages.

xx) Instructions to bidders read and signed on all pages.

xxi) Letter of submission of Bid.

xxii) Technical specification read and signed on all pages.

For MSE's, the proof/copy of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME dtd: 23.03.12 and terminal validity date of their registration

3. Financial Bid

The prices must be filled in the prescribed format. The Financial bid should submitted dully filled up, signed and stamped on all pages.

4. General

4.1 The Bid No. CON/IT/1221/22/57571 given above and subject must appear on all correspondence and documents.

5. Bidders are requested to peruse the "Instructions to Bidders" and all other terms in the bid document and submit their proposal duly sealed.

6. Container Corporation of India Ltd. reserves the right to accept or reject any or all the bids in part or full irrespective of their being lowest, without assigning any reasons.

7. Bidders are requested to peruse the minimum qualifying criteria to be fulfilled by bidders for their eligibility to participate in the bid. The details of minimum qualifying criteria are indicated in "Annexure –A"

Note:

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

2. It is brought to the notice of bidders that their bid will not be considered if they fail to fulfill the minimum eligibility criteria.

3. It is brought to the notice of MSEs bidders that their offer will not be liable for consideration if they fail to provide proof of their being MSE Registered with any of the agencies mentioned in the notification of Ministry of MSME and the terminal validity date of their registration.

Yours sincerely,

Executive Director (P&S)/A-II

Annexure –A

Minimum Qualifying Criteria for eligibility of the Bidders

1. The average annual turnover of the bidder during the last three financial years (i.e. 2019-20, 2020-21 & 2021-22) should not be less than ₹ 1,29,45,282/- (Rupees One Crore Twenty Nine lacs Forty Five Thousand two Hundred eighty two only). The information shall be supported by the copy of Chartered Accountant's certificate.

2. The minimum amount of single work of the similar nature should be amounting to ₹ 12,945,282/- or works of similar nature amounting to ₹ 19,417,923 /-during previous 3 years prior to the date of tender opening.

   The similar nature of work would include orders in their own name for AMC/ATS services of Oracle Database/systems under solaris environment.

   The above-mentioned details should be supported by copies of Purchase orders along with the completion certificate indicating completion of such activities i.e. AMC and ATS services Oracle Database/systems (separate orders or combined with supply/implementation/migration order). Value of each completed AMC/ATS year would be considered for the above requirement.

3. The bidder should be a total solution provider and should have direct tie-up with hardware OEM. The bidder should have either direct tie-up with the principals or their authorized partners for software like Oracle, Citrix, backup licenses or any other software for supply and providing necessary support. The bidder should submit authorization certificate/ documentary proof of such tie-ups along with technical bid.

   The bidder should have support office in Delhi / NCR to provide necessary support.

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

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 bidders who do not fulfill the above requirement , their bids are liable for rejection.

INVITATION FOR BID
(Only through e-biding mode)

Bid No. CON/IT/1221/22/57571

Title : Limited Tender for AMC & ATS Support of Hardware and Software of Web Application Servers and Citrix Servers at CONCOR's Central Site at ICD-Tughlakabad, New Delhi for period of one year.

1. Container Corporation of India Ltd. invites bid for AMC & ATS Support of Hardware and Software of Web Application Servers and Citrix Servers at CONCOR's Central Site at ICD-Tughlakabad, New Delhi for period of one year with Technical Specifications as given in Section –VI.

2. **Details of Bid :**

    a) Bid Reference   : CON/IT/1221/22/57571

    b) Last Date and Time of receipt of bid   : 07/10/2022 up to 12:30 hrs.

    c) Date and Time for opening of the bid : 07/10/2022 at 1600 hrs.

    e) Place of opening of bid   : Container Corporation of India Ltd
    3rd Floor, NSIC, MDBP Building,
    Okhla Industrial Estate, Phase-III,
    New Delhi-110020

    f) Address for Communication   : Executive Director (P&S)/A-II
     Container Corporation of India Ltd
    3rd Floor, NSIC, MDBP Building,
    Okhla Industrial Estate, Phase-III,
    New Delhi-110020

3. **Bidding Procedure**

    a) Bidders should quote for all the items given in the technical specifications at Section VI of the bid. In case of incomplete bid or deviation from the specifications the offer is liable to be rejected.

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

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

    i)   Details of the tie ups with respective Hardware/Software OEMs as mentioned in prequalification criteria (Annexure-A, Section-I).

    ii) Undertaking to provide Support Offices in Delhi/NCR .

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

iv) Attested copy of power of attorney on non-judicial stamp paper of appropriate value of the signatory of bid on behalf of the bidder.

v) Proof of EMD Amount.

vi) Document in support of financial stability e.g. Balance sheets with profit and loss account for the last three years, present capital (authorized and issued and paid up), financial arrangement proposed viz. own resources/ bank credit etc., current assets, current liabilities, working capital and net worth, banker certificate regarding solvency, etc. (Note: Give full details for each).

vii) Latest valid solvency certificate from a Scheduled bank as per the format enclosed at Section - X.

viii) Affidavit enclosed in section XII to be submitted by bidder along with technical bid for documents submitted by bidder.

ix) *Bid Document* duly read and signed on all pages.

x) Letter for submission of bid.

xi) *Any other information which the contractor may like to submit in support of his capabilities, etc.*

xii) 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 or having Udyog Aadhar Memorandum.

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INSTRUCTIONS TO BIDDERS

1. Content of Bidding Documents :

1.1. The bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

a) Instruction to bidders.
b) General Conditions of Contract.
c) Special Conditions of Contract.
d) Technical Specifications and Compliance.
e) Bid form and price schedules.
f) Contract Form.
g) Performance security form
h) Solvency certificate form
i) Integrity Pact
j) Affidavit

2. Technical Bid / Financial Bid:

a) Bidders desirous to submit their bids document downloaded through have to give an undertaking that the contents of the bidding documents have not been altered or modified and no page is missing. In case of any discrepancies between the downloaded version and the original version of bid document on sale/ put on website, the later shall prevail. Affidavit enclosed in section XII to be submitted by bidder along with technical bid for documents submitted by bidder.

b) Bidder has to submit point by point compliance to the technical and commercial compliance and it should be included in the Technical Bid. Any deviations from the specifications should be clearly brought out in the bid.

c) Bidder shall quote for the entire package on a single responsibility basis for the goods and services it proposes to supply under the Contract on turnkey basis.

d) Deviations from the specifications should be clearly brought out in the Bid.

e) No taxes will be paid separately. Modification in duties/tax rates will not be considered at any stage.

3. Applicability of EMD:
Earnest Money Deposit (EMD) at the rate of 2% of estimated cost in this bid, applicable to all bidders except MSME bidders. MSME bidder have to submit proof of their MSME status.

4. Period of validity of bid:

The bidder shall keep his offer valid for 90 days from the date of the opening of the bid, unless extended further with mutual consent.

5. Submission of Bids:

a) All offers shall be made available as specified in the technical specifications and should be digitally signed by the authorized signatory of the firm on all the pages of the Bid Document. A certified copy of Power of Attorney for signing the bid shall accompany the bid document.

b) All prices and other information in this regard having a bearing on the price shall be filled in the prescribed offer format.

c) The bid should be submitted in the prescribed bid form given in Section VI & VII of this document. All columns of the form should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. All relevant product literature must be enclosed with the bid.

d) Bids submitted after the specified time of opening will be considered as late bids and will be rejected.

e) No bid may be modified subsequent to the deadline for submission.

f) Bidders shall furnish clause by clause commentary on all clauses of Bid Document including Technical Specifications.

6. Clarification of Bids:

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

7. Evaluation of Bids:

At any stage during the evaluation of e-technical Bid, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.

a) The Purchaser will examine the bids to determine whether:

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

b) Arithmetic errors will be rectified on the following basis:

The bidder should quote in the given prescribed format, the rates and amount bided by them. The total amount for each item should be worked out and given against each item. In case of discrepancy in rates and amount, the rates will prevail and incase of discrepancy in rates in figures and words, the rates in words will prevail. Bidders may note that non-compliance of above may lead to rejection of their bid.

Where percentage rate is asked for, bidder should write percentage in figures as well as in words and when there is ambiguity between words and figures, words will

prevail. Bidders may note that non-compliance of above may lead to rejection of their bid.

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

d) The Purchaser at its discretion can ask the service providers for the demonstration of all or some components/features and the same would have to be arranged by the bidder within seven days of such notification at no extra cost.

e) In case of incomplete bid or deviation from the specifications, scope of work and terms and conditions the offer is liable to be rejected.

f) The bidder should submit their proposal in line with the CVC circular no. 03/01/12 dated 13/01/2012 With wherein following is mentioned:

    i) In a Bid, either the Indian agent on behalf of the Principal/ OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item /product in the same bid.

    ii) If an agent submits bid on behalf of the Principal /OEM, the same agent shall not submit a bid on behalf of another Principal /OEM in the same bid for the same item /product.

Proposals not in-line with the above-mentioned guidelines will be liable to be rejected.

8. Purchaser's right to vary the quantity:

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

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

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

10. Signing of Contract/Agreement:

Within 30 days of receipt of Purchase order, the successful bidder shall sent its representative to CONCOR office to sign the contract form provided in the bidding document, incorporating all agreements between the parties and the supplier/service provider should have submitted performance security prior to that.

11. Performance Security

a) Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security for an amount of 3% of total contract value valid up to end of 15 months from the date of purchase order in accordance with the Condition of Contract, in the performance security form provided in the bidding documents. This may be extended in case there is delay in completion of the contract

12. Clause-by-clause Commentary:

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

13. Instruction of Bidder of Indian Bidders registered as "Micro and small Enterprises" (MSE's) for the bid item.

13.1 Bidders submitting their offer as MSE's registered for the item bided shall be exempted from the bid document sale price they submit the current and valid registration certificate. Details of qualifying MSE's may be seen in Clause 13.4 of Section-III.

13.2 Details of qualifying MSE's may be seen in Clause 13.4 of Section-III. The Bidder has to submit the EMD along with the bid failing which, the bid will be summarily rejected.

13.3 In case of e-biding registration amount and bid processing fee shall be applicable as per the requirement of e-bid.

13.4 MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below or having Udyog Aadhar Memorandum along with the bid.
   (a) District Industries Centers
   (b) Khadi and Village Industries Commission
   (c) Khadi and Village Industries Board
   (d) Coir Board
   (e) National Small Industries Corporation
   (f) Directorate of Handicraft and Handloom
   (g) Any other body specified by Ministry of MSME

Such MSE bidders shall submit copy of valid registration certificate along with the bid, and the terminal validity date of registration. Bids not accompanied by a valid registration certificate shall be treated as bids from non-MSEs.

a. The bidders qualifying as MSE (who submit copy of valid registration certificate as per Clause above) shall be given the following exemption: -

   (i) Bid sets shall be issued free of cost to MSE's registered with the above agencies or having Udyog Aadhar Memorandum on submission of registration certificate.
   (ii) MSE's registered with the above agencies or having Udyog Aadhar Memorandum will be exempted from payment of Earnest Money Deposit (EMD), if applicable. In this bid, they have to submit EMD else bid will be summarily rejected.

b. MSEs should scan and upload the copy of valid MSE certificate along with the technical bid document. In the event of non-submission of the above, the bid shall be summarily rejected and financial bid shall not be opened.

c. The bidder shall submit UAM Certificate and MSME status as per the latest guidelines issued by Ministry of Micro, Small and Medium Enterprises.

d. MSEs bidders not submitting the requisite information may note that their offer is liable to be ignored.

14. Instruction of Bidder of Indigenous Bidders :

14.1 Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a **Class-I local supplier**, the contract will be awarded to L1.

14.2 If L1 is not **Class-I local supplier**, the lowest bidder among the **Class-I local supplier**, will be invited to match the L1 price subject to **Class-I local supplier's** quoted prices falling within the margin of purchase preference (L1+20%), and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.

14.3 In case such lowest eligible **Class-I local supplier** fails to match the L1 price, the **Class-I local supplier** with the next higher bid within the margin of purchase preference (L1+20%) shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the **Class-I local suppliers** within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

14.4 **The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to indicate percentage of local content and provide self certification that the item offered meets the local content and shall give details of the location(s) at which the local value addition is made.**

In case of procurement for a value in excess of Rs. 10 Crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

14.5 **Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global bid enquiry has been issued.**

15. Bidders from the Country Which Shares Land Border With India:-

15.1 Any bidder from a country which shares a land border with India will be eligible to bid in this bid only if the bidder is registered with the Department for Promotion of Industry & Internal Trade (DPIIT).

15.2 "Bidder" (including the term `bidder', `consultant' or service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

15.3 "Bidder from a country which shares a land border with India" for the purpose of this Order Means:-

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint ventures falls under any of the above

15.4 The beneficial owner for the purpose of (17.3) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means-

    Explanation –
    (a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

    (b) "Control" shall include the right to appoint majority of directors or to control the management or policy decisions including by virtue of their shareholding of management rights or shareholders agreements or voting agreements.

2. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one of more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

15.5 An Agent is a person employed to do any act for another, or to represent another in dealing with third person.

15.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Department for Promotion of Industry & Internal Trade (DPIIT).

16. The bidder should submit the following certificate on their Letter Head

16.1 "I have read the clause 17 of Section-III, regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Department for promotion of Industry and Internal Trade (DPIIT) shall be attached.]"

16.2 "I have read the clause 17 of Section-III regarding restrictions on procurement from a bidder of a county which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Note :- In respect of bids, registration (i.e. registered with the Department for Promotion of Industry & Internal Trade (DPIIT)) should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by bid, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be relevant consideration during contract execution.

Note: Earnest Money Deposit (EMD) at rate of 2% of estimated cost in this bid, applicable to all except MSMR bidders.

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General Conditions of Contract

1.   Definitions :

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

a) "The Contract" means the agreement between the Purchaser and the Supplier to supply, install and commission the goods and or services. It consists of the following documents:

    i)   Agreement.
    ii)   Letter of Acceptance/ Notification of Award.
    iii) Supplier's Bid.
    iv) Contract Data.
    v)   Conditions of Contract including Special Conditions of Contract.
    vi) Specifications and Drawings.
    vii) Bill of Quantity.
    viii) Any other document listed in the Contract Data as forming part of the Contract.

b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.

c) "The Purchaser" means the Organization or its authorized representative, getting the supply and installation of equipment done and in this case Container Corporation of India Ltd. (CONCOR) is a purchaser.

d) "The Supplier"/ "The Service Provider" means the individual or firm/ company undertaking for providing the Services to and/or Supply, Commissioning and Install for CONCOR under this Contract.

2.   Application :

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

3.   Standards :

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

4.   Performance Security :

4.1   After the receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Purchaser within scheduled period specified in the Special Conditions of Contract.

4.2   The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligation under the Contract.

4.3   The Performance Security shall be in one of the following forms :

a) A Bank Guarantee issued by a scheduled bank located in India, and in the form provided in the Bidding Documents or another form acceptable to the Purchaser; or

b) A scheduled bank's Pay Order or Demand Draft in favour of 'Container Corporation of India Ltd.' payable at New Delhi.

4.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Suppliers' performance obligations, including any warranty obligations, under the Contract.

4.5 The performance security shall be valid for a specified period as per the bid terms and conditions.

5. Inspections and Tests :

5.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

5.2 All the equipment and components to be installed may be tested/ inspected and certified by CONCOR's authorized representatives before fitment. The inspection and test may be conducted on the premises of the Supplier or at the point of delivery. On complete supply each equipment shall be inspected by the authorized representative of CONCOR. Inspector's certificate shall be furnished to CONCOR.

5.3 A certificate of acceptance of supply and commissioning from the purchaser's representative shall also be presented along with the bill.

5.4 The inspection as per Para 5.2 shall be arranged and borne by the Supplier at no cost to the Purchaser.

5.5 If any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

5.6 The Purchaser's right to inspect, test and, where necessary, reject the goods after the good's arrival at destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the good's dispatch ex-factory/ warehouse. **The bidder shall continue to be liable for performance of the goods notwithstanding the inspection thereof by the purchaser.**

6. Warranty :

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

6.2   This warranty shall remain valid for 12 months after the goods or any portion thereof as the case may be, have been delivered, installed and commissioned to the final destination indicated in the Contract, unless specified otherwise in the Special Conditions of Contract.

6.3   The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

6.4   Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective goods or part thereof, without cost to the Purchaser.

6.5   If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Suppliers' risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

7.   Payments :

7.1   The method and condition of payment to be made to the Supplier under the Contract is specified in the special conditions of the Contract.

7.2   Suppliers' request for payment shall be made to the Purchaser in writing accompanied by relevant documentation.

7.3   Payment shall be made by the Purchaser after submission of the invoice/claim by the Supplier provided that all requisite documents as required under the Contract are submitted.

8.   Prices :

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

9.   Change Orders :

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

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

10.   Delay in Suppliers' performance :

10.1   The delivery, installation and commissioning of all equipment shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its schedule of requirements.

10.2   Any delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable for the following :

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

11. Liquidated Damages :

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

12. Termination by default :

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

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

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

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

13. Force Majeure :

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

14. Termination for Convenience :

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

14.2   The goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect:

a) To have any portion completed and delivered at the Contract terms and prices; and/or

b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed goods and for materials and parts previously procured by the Supplier.

15. Resolution of Disputes :

15.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

15.2 The Contract shall be governed and interpreted in accordance with the laws of India.

15.3 In the event of any question, dispute or difference arising under these conditions or instructions of Bidders or in connection with the contract (except as to any matters, the decision of which is specifically provided for by these conditions or instructions to Bidders) the same shall be referred to Delhi International Arbitration Centre. The parties to the agreement agreed to resolve their disputes and differences in accordance with the Delhi International Arbitration Centre (Arbitration proceedings) Rules and to have the Centre as Appointing Authority. The decision of the centre shall be binding on both parties. The parties shall be governed by the law enforced in India and the dispute shall be resolved by the law applicable in India. The parties hereby agreed that the language used in the arbitration proceedings shall be in English. Rest of the terms is subject to agreement between the parties.

15.4 The Arbitrator may from time to time with the consent of all the parties to the contract extend the time for making the award.

15.5 Subject as aforesaid, the Arbitration Act, 1996 and its amendments and the rules there under for the time being in force shall be deemed to apply for the arbitration proceedings under this Clause.

15.6 No payment of interest shall be made for disputed amounts/claims till the final determination of disputes/claims and payment thereof pursuant to the resolution.

15.7 Obligation during pendency of arbitration – Work under the contract shall, unless otherwise directed by the Officer-in-Charge, continue during the arbitration proceedings and no payment due or payable by the CONCOR shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitration Tribunal to consider and decide whether or not such work should continue arbitration proceedings.

15.8 Civil courts of Delhi shall have exclusive jurisdiction for the Bid.

16. Applicable Law :

The Contract shall be **governed and** interpreted in accordance with the laws of India.

17. Notices :

17.1 Any notices given by one party to the other pursuant to the Contract shall be sent in writing or by fax/ telex/ cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

17.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

18. Taxes and Duties :

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

19. Communication to be in writing :

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

20. Quality of Work / Supplies :

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

21. Confidentiality of official documents

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

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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 of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security for an amount of 3% of total contract value valid up to to end of 15 months from the date of purchase order in accordance with the Condition of Contract, in the performance security form provided in the bidding documents. This may be extended in case there is delay in completion of the contract.

3. **Payment terms**

   Recurring Charges (Annually) for AMC (including onsite support) and ATS of Hardware / Software / Licenses / onsite support:

   AMC & ATS charges shall be paid on half yearly basis after rendering the services and on submission of bill.

4. **Onsite Support and Response Time for Hardware / Licenses / Software:**

   During the AMC and ATS period, you should provide round the clock i.e. 24x7x365/366 (including Saturday, Sunday and all Holidays) for the entire system including hardware and software in order to maintain the required uptime. All the calls will be communicated to your local office through telephone. A response time of a maximum of 2 hrs. is required (including one hour to rectify the problem under all circumstances). It would be your responsibility to ensure the desired uptime to avoid any penalties.

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

   It would be your responsibility to maintain the necessary spares for the entire system at their Delhi/NCR office in order to meet the spares requirement onsite on 24x7x365/366 basis (including Saturday, Sunday and all Holidays).

   Address for sending the On-site Engineer/ OEM resources (Central Site:

   The Address of Central Site of CONCOR is as follows :

   a) Central Site :
      Container Corporation of India Ltd.
      Room nos. 7 & 8, Inland Container Depot.
      Tughlakabad, New Delhi –110 020.

5. **Uptime :**

You shall ensure an uptime of minimum 99.8% for the entire system during AMC and ATS period failing which a LD would be imposed as detailed in 'Penalty Clause' at serial no. 6 below.

6. Penalty Clause (For AMC and ATS)

The timings for the purpose of downtime will be taken as round the clock on all the 365/366 days including all National holidays. The available time for the entire system would be 24 hours x 365/366 days.

If the uptime is less than 99.8%, then the penalty of 1,000/- for every hour exceeding the downtime of 0.2% would be imposed. For a single instance if the downtime exceeds 3 hrs., penalty of 1,000/- per instance would be imposed for every hour beyond 3 hrs.

The maximum penalty per annum will be 10% of the contract value. The penalty amount would be recovered by way of making adjustment in payment.

7. Sub-Contracting

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

8. Confidentiality, Security and privacy

You must maintain the security criteria as well privacy and confidentiality of the product and the services of CONCOR as per ISO:27001 certification . Any violation in this regard may be treated as unsatisfactory service and CONCOR reserves the right to terminate the contract.

9. GST Clause

a) The Contractor/ Bidder/ 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/ bidder will specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.

b) The Contractor/ Bidder/ Vendor indemnifies CONCOR, its directors, officers, employees and associates for any loss it may suffer as a result of the Contractor/ Bidder/ 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/ Bidder/ Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor/ Bidder/ 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/ Bidder/ 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.

c) Contractor/ Bidder/ 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.

d) In case of any failure on the part of Contractor/ Bidder/ Vendor, any interest/ penalties/ any other amounts, as may be applicable shall be indemnified by Contractor/ Bidder/ Vendor to the CONCOR.

e) If as result of Change in Law, Contractor/ Bidder/ Vendor obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/ Bidder/ 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/ Bidder/ Vendor.

f) Any denial of input credit due to any omission or failure on the part of the Contractor/ Bidder/ Vendor, the Contractor/ Bidder/ 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.

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Technical Specifications, Scope of the work and Technical Compliance

1. INTRODUCTION

2. Technical specifications:

A) Specification of the Hardware and Software (on-Premise)

The details of the hardware /software for the AMC/ATS support required is mentioned as under:

S. No.	Item Description	Qty	Make and Model
A)	**Hardware, Software with one year renewal AMC, Licenses with ATS for web servers and Citrix application Servers**		
1.	**Web Application Servers**	**02**	Oracle SPARC T5-4 with Solaris Operating System
	(Including Hardware & Software Cluster Licenses)		
1.1	64 bit, RISC/EPIC, compliant to open System Standards, latest generation with latest processor family, multi-core physical CPUs. Processor roadmap for next one year should be provided. High performance , high reliable Web servers with RISC/EPIC based processor, with total 32 cores, minimum 1TB Memory, 4 x 600GB HDD, 2 x 8Gbps dual port FC HBA cards and 2 x Quad-port 1 Gbps Ethernet cards, Dual power supplies, 64-bit Unix operating system & Virtualization software for full supplied capacity in cluster (for web layer) with required clustering licenses		
	2 sockets and minimum 32 cores and scalable to minimum 4 sockets and minimum 64 compute cores or higher in same chassis machine.		
	Supplied Server is populated with the following Specifications:		
	a) CPU – Minimum 2 RISC/EPIC Processor machine and scalable to minimum 4 processor in same chassis machine or higher.		
	b) Core - Minimum 32 compute cores scalable to minimum 64 cores, Clock Speed – 3.0 GHz or higher.		
	c) RAM - minimum 1TB memory scalable to minimum 2TB memory.		
	d) I/O - Minimum 12 PCI-E Gen3 Slots scalable upto 16 PCI-E Gen3 slots. If bidder supplies PCI-E Gen2 then the number of slots should be doubled the number of IO slots mentioned.		
	e) HDD -At least 4 x 600GB SAS HDD hot swap/hot pluggable HDD for OS and software binaries.		
	f) NIC/HBA/HCA - 2 x 8Gbps FC HBA cards and 2 x Quad-port 1 Gbps Ethernet cards.		

	g) Power Supply & FANs - Dual Redundant Power Supply, Redundant Hot Swap Fans.		
	h) Operating System - Latest version of 64-Bit Architecture UNIX operating systems with unlimited Systems user license.		
	i) Partitions - Capability of four partitions or more and each partition have separate instance of OS, Should support direct I/O.		
	j) Server supports hot plug I/O feature.		
1.2	Each server is able to deliver minimum 1,50,000 TPC-H@1000GB and minimum 895 SPECint_rate2006 value. TPC-H & SPECint_rate2006 value is scalable to 100% in same machine.		
	The minimum compute configured for Application tier is as follow: a) Web Server /Partition (Qty-2), each configured with min 16-Cores (delivering at least 75,000 TPC-H @ 1000GB and 447.50 SPECint_rate2006 value). b) Management Server/Partition (Qty-1), each configured with 8-Core (delivering at least 37,500 TPC-H @ 1000GB). c) Base O.S. Server /Partition (Qty-1), each configured with 8-Core (delivering at least 37,500 TPC-H @ 1000GB). The web server / partition to be configured in active: active mode using application/OS clustering.		
	Management server/partition is configured in Active-Passive mode. It has GUI based management software tool.		
	OS Cluster License is supplied for high availability of production environment as per the requirement and as per the policy of OEM for (Web layer) mentioned above at 1.1 and 1.2		
1.3	Operating System and Support	02	Solaris 11
	The Operating System for the above servers is off Enterprise class and same is supported by same OEM.		
	OS is UNIX version (Solaris) complied for 64-Bit Architecture, with unlimited Systems user license.		
	The Operating system is certified to run web server latest version and above		
	OS has minimum features like :		
	a) Full binary compatibility across versions		
	b) Online OS upgrades and online kernel patching/upgrades		
	c) Standard GUI utilities for system administration		
	d) Virtualization using soft partitioning with minimal or no performance overhead		
	e) Online error detection and prevention of critical hardware components		
	f) Provision to analyze system performance bottleneck in real-time		

	g) Security features like built-in firewall			
	h) Roles based access, Access control list, Process based privileges, TCP wrappers, IPSec, Smart card support, Pluggable Authentication modules and more.			
	i) An open source version of the Operating system is available.			
	j) Operating system is certified on latest version of web tier (web server) and above			
	24 x 7 x 365 support should be provided from OEM for supplied Hardware and Software.			
1.4	Virtualization		01	Oracle VM Manager
	Each Server is configured with four partition initially and it support multiple partition and is configured with unlimited licenses of virtualization software.			
	It has the ability to migrate a live partition from one Server to another server			
	The Migration of a partition from one server to another should be encrypted (in a secure way) with minimal overhead on the server , to ensure that the data/partition that is being migrated is secure and cannot be sniffed/tapped into by malicious users during the migration.			
	If secure migration cannot be provided, you should provide additional network components (including necessary routers and separate network switch) to support this feature to ensure that the current network is not overloaded.			
1.5	RAS Features			
	The server has the following RAS features			
	a) Instruction Retry			
	b) Extended ECC Memory			
	c) Protection against Processor core degradation			
	d) Hot plug disks			
	e) Hot plug fans and power supplies. Hot plug PCI-E Slots			
1.6	Support			
	Support should cover include hardware, operating system, Management software and virtualization.			
	Support should be the highest category offered by OEM			
	Support should include patching of Operating System, Firmware upgrade, patch for virtualization software and patches for management software			
	Support should include 24*7 remote monitoring			
2.	**Application Storage**		01	Oracle ZS3-2
2.1	Application storage system is in rack-mount form : Active-Active Dual controller, 8 x 8 Gb/s FC ports , 4x 10Gb Base-T Ethernet ports, minimum 512 GB cache, 8 TB usable capacity in RAID 1+0 using 900GB FC/SAS disks			
	Supplied Unified Storage is configured with Dual Controller, each with:			

	Storage Controller : a) CPU: Minimum (2) Intel Xeon E5-2658 (8-Core, 2.1GHz) b) Memory/Cache: Should be supplied with 256GB memory per controller. c) I/O: 2 x dual-port 8Gbps FC Front End Ports for Host Connectivity. d) 4x 10Gb Base-T Ethernet ports			
	Storage Capacity: a) Minimum: 20 x 900GB using high capacity SAS-2 10,000 RPM disks & minimum 2 x 73 GB write flash cache / SSD or higher capacity b) Mass Storage should scalable minimum 400 TB raw capacity c) Power/ Cooling: Redundant, hot-swap power supply			
2.2	Capacity is configured in RAID 1+0 i.e. minimum 8 TB usable.			
2.3	Must support NFS, CIFS, Fibre Channel, HTTP/ WebDAV, FTP, iSCSI, De-duplication, Storage Analytics, Virus Protection, Snapshots, Compression, RAID, NDMP, Triple-parity RAID, Triple-mirroring, Shadow Migration, Replication and Cloning features.			
2.4	The storage is supplied with licenses for De-Duplication, Thin provisioning and Snapshot for the full offered capacity from day one.			
2.5	Storage support minimum 12TB of read flash cache.			
2.6	The storage system have have options to support quad Gigabit Ethernet UTP, dual 10 GigE Optical or Base-T, QDR Infiniband HCA			
3.	**Reverse Proxy Servers**	02	Sun Server X4-2 with Windows Standard Edition	
	(Intel Xeon Servers)			
	Intel Xeon server: 1 RU base chassis with motherboard and 2 PSUs (Proposed server should be minimum two socket machine from OEM).			
	a) CPU: minimum two Intel(R) Xeon(R) E5-2609 (v2) series minimum 4-core 2.4 GHz processors.			
	b) Memory: minimum 32 GB DDR3-1333 DIMMs Scalable to minimum 256 GB.			
	c) HDD: At least Four 600 GB 10000 rpm 2.5-inch SAS-2 HDD front-accessible, hot-swappable disk bays			
	d) I/O: Minimum Four 10G Base-T Ethernet ports on-board or on pci-e card			
	e) Management Port: One dedicated 10/100Base-T Ethernet management port			
	f) USB: Minimum two USB 2.0 ports			
	g) I/O Expansion Slots: Minimum Four PCI Express (PCIe) Gen3 slots			
	h) Graphics: Should have (1) VGA video port			
	i) DVD: 1 x Front-accessible DVD+/-RW Drive			
	Supplied with Windows Operating System Standard edition compatible with hardware specifications of			

	Windows Server.		
4.	**Development Server**	01	SPARC T4-1
	RISC Based server: with minimum 1 x 8-core 2.85 GHz CPU,128 GB RAM, 4 x 300GB SAS HDD, 2 x 8Gb FC dual ports, with Latest version of Unix 64-bit Operating System and Virtualization software for full capacity of the server		
	Server Specifications:		
	a) CPU : Minimum One RISC Processor		
	b) Core : Minimum Eight-core per Processors, Clock Speed – min 2.85 GHz or higher		
	c) Memory: Minimum 128 GB DDR3-1066 registered DIMMs (for factory installation) scalable upto 512 GB		
	d) Network: Minimum 1 x Quad Port GbE PCIe 2.0 Low Profile Adapter and 4 x 1Gb integrated on-board Ethernet ports.		
	e) I/O Expansion: Six PCI-E Slots		
	f) Ports: Four external USB 2.0 ports. One VGA port		
	g) Internal DVD: One slim line SATA DVD+/- RW		
	h) HDD: Minimum Four 300 GB 10000 rpm 2.5-inch SAS-2 front-accessible and hot-swappable drives		
	i) HBA: 2 x 8 Gbps Fibre Channel PCIe HBA dual port		
	j) Power Supply & FANs		
	k) Half of the total cores is utilized for application tier (web application server) and other half for management and operating system		
4.1	Operating System and Support		Oracle Solaris 11
	The Operating System for the above servers is of enterprise class and is supported by same OEM.		
	OS is UNIX version (Solaris etc.) complied for 64-Bit Architecture, with unlimited Systems user license.		
	The Operating system is certified to run App latest version and above		
	OS should have minimum features like :		
	a) Full binary compatibility across versions		
	b) Online OS upgrades and online kernel patching/upgrades		
	c) Standard GUI utilities for system administration		
	d) Virtualization using soft partitioning with minimal or no performance overhead		
	e) Online error detection and prevention of critical hardware components		
	f) Provision to analyze system performance bottleneck in real-time		
	g) Security features like built-in firewall		
	h) Roles based access, Access control list, Process based privileges, TCP wrappers, IPSec, Smart card support, Pluggable Authentication modules and more.		
	i) An open source version of the Operating system should be available.		

	j) The operating system should be able to identify failures and automatically reconfigure/delineate resources that have failed, without bring down the entire system.		
	24 x 7 x 365 support should be provided from OEM for supplied Hardware and Software.		
5.	**Test Server**	**01**	Oracle SPARC T5-2
5.1	High performance, high reliable server with RISC/EPIC based processor, with total 16 cores, minimum 128GB Memory, 2 x 300GB HDD, 1 x Quad-port 1 Gbps Ethernet card, Dual power supplies, 64-bit Unix operating system & Virtualization software.		
	Latest generation 64 bit RISC/EPIC processor with highest clock speed available for the latest generation of offered processor of the server should be proposed (minimum 3.0 GHz or above).		
	The offered server is compatible with the Test Application Storage offered and with Web Integration Software with its latest release (named user licenses).		
	Minimum 2 socket machine, populated with minimum 1 sockets and minimum 16 cores scalable to minimum 32 compute cores or higher in same chassis machine.		
	Maximum available cache in latest generation of processor chip offered by bidder.		
	Supplied Server is populated with the following Specifications:		
	a) CPU – Minimum populated with 1 RISC/EPIC Processor scalable to minimum 2 processor in same chassis machine or higher.		
	b) Core - Minimum 16 compute cores scalable to minimum 32 cores, Clock Speed – 3.0 GHz or higher.		
	c) RAM - Should supply minimum 128GB memory scalable to 1TB memory.		
	d) I/O - Minimum 6 PCI-E Gen3 Slots scalable upto 8 PCI-E Gen3 slots. If bidder supplies PCI-E Gen2 then the number of slots should be doubled the number of IO slots mentioned.		
	e) HDD -At least 2 x 300GB SAS HDD hot swap/hot pluggable HDD for OS and software binaries.		
	f) NIC/HBA/HCA - 1 x Quad-port 1 Gbps Ethernet card.		
	g) Power Supply & FANs - Dual Redundant Power Supply, Redundant Hot Swap Fans.		
	h) Operating System - Latest version of 64-Bit Architecture UNIX operating systems with unlimited Systems user license.		
	i) Partitions - Capability of four partitions or more and each partition shall have separate instance of OS, Should support direct I/O. In case of requirement of clustering software, same shall also be supplied for full capacity of system and cost of the same shall be included in cost of the server.		
	j) One eighth (1/8) of the total cores is utilized for application tier (web application server) and other for management and operating system and as per the		

		requirement.		
	k)	The server is capable of offloading critical encryption/decryption workload to a separate crypto-accelerator module on chip. In case on chip crypto accelerator modules are not available for all cores, the OEM should provide alternate mechanism (PCI-E encryption cards) - at least one for every 4 cores.		
	l)	If crypto PCI-E cards are used, it should be in addition to the requirement mentioned in I/O clause above.		
	m)	The required cables and connectors should be provided.		
	n)	Proposed Server support hot plug I/O feature.		
5.2		Each server is able to deliver 75,000 TPC-H@ 1000GB value. TPC-H value is scalable to 100% in same machine.		
5.3		**Operating System and Support**		Solaris 11
		The Operating System for the above servers is off Enterprise class and same is supported by same OEM.		
		OS UNIX version (AIX, HP-Unix, Solaris etc.) complied for 64-Bit Architecture, with unlimited Systems user license.		
		The Operating system is certified to run App latest version and above		
		OS have minimum features like :		
	a)	Full binary compatibility across versions		
	b)	Online OS upgrades and online kernel patching/upgrades		
	c)	Standard GUI utilities for system administration		
	d)	Virtualization using soft partitioning with minimal or no performance overhead		
	e)	Online error detection and prevention of critical hardware components		
	f)	Provision to analyze system performance bottleneck in real-time		
	g)	Security features like built-in firewall		
	h)	Roles based access, Access control list, Process based privileges, TCP wrappers, IPSec, Smart card support, Pluggable Authentication modules and more.		
	i)	An open source version of the Operating system should be available.		
	j)	The operating system should be able to identify failures and automatically reconfigure/delineate resources that have failed, without bring down the entire system.		
		24 x 7 x 365 support should be provided from OEM for supplied Hardware and Software.		
6.		**Application Storage for Backup/ Test**	**01**	Oracle ZS3-2

6.1	Application storage system rack-mount form : Active-Active Dual controller, 8 x 8 Gb/s FC ports, 4 x 40Gig infiniband ports , 4x 10Gb Base-T Ethernet ports minimum 512 GB cache, 20 x 900GB using high capacity SAS-2 10,000 RPM disks to be configured in RAID 1+0, 20 x 4TB using high capacity SAS-2 7200 RPM disks to be configured in RAID 5		
6.2	Unified Storage is configured with Dual Controller: Storage Controller a) CPU: Minimum 2 x 8-core 2.0 GHz Intel® Xeon® Processors b) Memory/Cache: Minimum 256 GB Memory or higher per controller. c) Extended Read cache: To be configured with minimum 1.6 TB of extended cache using SSD disk or PCIe cards. d) 4x 10Gb Base-T Ethernet ports e) 1 x Dual port Infiniband port adapter f) 2 x Dual port 8gbps FC Ports adapter		
	Storage Capacity a) Minimum: 20 x 900GB using high capacity SAS-2 10,000 RPM disks & Minimum 2 x 73 GB write flash cache / SSD or higher capacity b) Minimum: 20 x 4TB using high capacity SAS-2 7200 RPM disks to be configured in RAID 5 & Minimum 2 x 73 GB write flash cache / SSD or higher capacity c) Mass Storage should scalable minimum 400 TB raw capacity d) Power/ Cooling: Redundant, hot-swap power supply		
6.3	Capacity is configured in RAID 1+0 i.e. min. 8TB usable.		
6.4	Support NFS, CIFS, Fibre Channel, HTTP/ WebDAV, FTP, iSCSI, De-duplication, Storage Analytics, Virus Protection, Snapshots, Compression, RAID, NDMP, Triple-parity RAID, Triple-mirroring, Shadow Migration, Replication and Cloning features.		
6.5	The storage is supplied with licenses for De-Duplication, Thin provisioning and Snapshot for the full offered capacity from day one.		
6.6	Storage remote replication software is supplied with the proposed storage capacity.		
6.7	Storage support minimum 12TB of read flash cache.		
6.8	The storage system also have options to support quad Gigabit Ethernet UTP, dual 10 GigE Optical or Base-T, QDR Infiniband HCA		
6.9	The storage system must publish standard benchmark number (SPECsfs2008_nfs) and must be able to scale more than 210,000 Ops/second		
7.	**Citrix Servers**	**04**	Sun Server X4-2
	(Intel Xeon Servers)		

	Intel Xeon server: 1 RU base chassis with motherboard and 2 PSUs (Proposed server should be minimum two socket machine from OEM). a) CPU: minimum two Intel(R) Xeon(R) E5-2690 series minimum 12-core 2.4 GHz processors. b) Memory: minimum 128 GB DDR3-1333 DIMMs Scalable to minimum 512 GB. c) HDD: At least Six 600 GB 10000 rpm 2.5-inch SAS-2 HDD front-accessible, hot-swappable disk bays d) I/O: minimum Four 10G Base-T Ethernet ports on-board or on pci-e card e) Management Port: One dedicated 10/100Base-T Ethernet management port f) USB: Minimum two USB 2.0 ports g) I/O Expansion Slots: Minimum Four PCI Express (PCIe) Gen3 slots h) Graphics: Should have (1) VGA video port i) DVD: 1 x Front-accessible DVD+/-RW Drive		
	Supplied with Windows Operating System Standard Windows OS licenses for 4 no. of Citrix Servers along with 200 Nos. TS CAL Licenses are being used. Proposed server is supplied with Virtualization software for full capacity supported by same OEM.		Windows Standard Edition
8.	**SAN Switch**	**02**	Brocade 300
	Each SAN Switch is supplied with below configuration		
	a) Minimum 16 Active ports (each with minimum port speed 8 Gbps) within same switch upgradeable to 24 ports.		
	b) All cable and accessories for connecting Servers /Devices to SAN		
	c) Support multiple OS.		
	d) Non disruptive subsystem maintenance.		
	e) Have web based management software for administration and configuration.		
9.	All necessary cables, racks, connectors networking equipment's and switches should be provided with the solution	As per the solution offered / requirement	---
10.	**Server Load Balancer**	**02**	Array
	Server Load Balancer with Throughput:1Gbps, Ports:6 Gigabit Ethernet Ports (Copper) + 2 Gigabit Fiber Ports		
11.	**Software Licenses**		
	a) CPU based licenses for Web Application Server (latest version) (with 1 year ATS)	18	Oracle SOA suite and Weblogic Suite Metric - Processor
	b) Named user licenses for Web application Server – for test server	20	Oracle SOA Suite and Weblogic Suite

			Metric - NUP
c)	Backup License (Symantec Net backup) Latest Version with 1 year support ##	For RISC /EPIC Based Servers and Citrix Servers *	Symantec

B **Scope of the work**

Sn	Scope of the Work
	The broad scope of work is as follows :
1.	AMC/ATS of hardware (servers and storages) and software for Web application servers and Citrix applications servers at the CONCOR's Primary site located at ICD/ Tughlakabad, New Delhi. CONCOR's IT Functionalities / securities are ISO:27001 Certified by STQC, Ministry of Information Technology and Communications.
2.	You would support the hardware, software and licenses activation etc. as detailed in the technical specification this document with the existing setup for smooth and uninterrupted operation. The existing application deployed on the weblogic servers (on Solaris) are e-filling of CONCOR's business critical applications i.e. ETMS, CCLS, Web queries, SMS queries, TMS and online payment gateway of bank. You would support the existing applications hardware and software and do data porting, replication to backup site without any manual intervention like compilation / re-compilation / re-installation etc.

3.	The following components are included in the scope of AMC of hardware and ATS of software Web application servers and Citrix applications servers for CONCOR:
	
	    a) Hardware: Web application (server, storages, reverse proxy etc.) and Citrix applications servers with AMC/ATS for a period of 1 year.
	
	    b) Software Licenses: Supply, installation and commissioning of software and licenses for operating system, Web application software, Symantec, Citrix, along with one year AMC/ATS.

4.	Completely automated and scheduled backup of RISC / EPIC based Servers and integrate with the online backup SAN based system.
5.	During support of the applications deployed on Weblogic Server, total application downtime for end users should not exceed 3 hours. In case the application downtime exceeds beyond 3 hours, there would a penalty of Rs. 1,000/- per instance per hour subject to maximum of 10% of the total contract value.
6.	Support of the centralized applications are deployed on Citrix Servers like ETMS, DTMS, Operation System , TMS , Container repair etc. You would be responsible for doing Citrix related activities like its installation, configuration , integration , patch application, version upgradation, printer configuration, license server configuration, application deployment , application migration on Citrix latest version, user profile configuration etc. as per requirement of CONCOR. You would support the Citrix servers with the existing online backup system (Symantec net backup) of CONCOR using the existing Symantec licenses.
7.	Completely automated and scheduled backup of the Web application servers and Citrix Servers and integrate with the online backup SAN based system as per the requirement of CONCOR.
8.	You would support ensure smooth integration with existing setup.
9.	Perform the following :
	a) Support the Citrix Servers with the existing environment at backup site as per the requirement of CONCOR.
	b) The RISC/EPIC based web application servers to be in cluster (active : active) using the load balancer and reverse proxy for external interface.
	c) Web application Storage would be required to be configured with both RISC/EPIC based Servers (clustered mode Active: active). You would ensure compatibility and optimum performance.
	d) The www.ccilweb.com domain has been deployed on the exiting web server (weblogic), you would support the domain on hardware (two clustered RISC/EPIC Servers).

	e) Support web applications (e-filling), web interface, TMS application and bank interface. These applications are implemented by M/s. TCS (ETMS, CCLS interface) and M/s. CRIS (DTMS interface), hence support to be done in co-ordination with application Vendors.
	f) The Application web servers and Citrix Servers are linked with the Oracle database (all applications) and Tuxedo (for DTMS). You have to provide these linkages as per the existing setup.
	g) Support Test and Development servers for Web application Servers as per the requirement of CONCOR.
	h) Any other related activity, which needs to be done in order to optimize the Application Performance from Hardware and Software perspective.
	i) Round the clock Support for the entire system including Hardware, Software, Networking equipment etc on 24*7*365 basis including Saturday, Sunday and all national holidays with maximum 2 hours response time.
	j) The bidder should support Symantec Licenses for online backup of RISC/ EPIC based servers
10.	
11.	As part of regular system integration activity the following activities to be carried out :
	a) Diagnostic check of the server, storage, backup library and its hardware configuration, Operating system component check.
	b) All necessary server services configuration for successful functioning of application.
	c) Performance tuning of the server for the components
12.	Co-ordination with multiple vendors at CONCOR site as and when required in order to optimize the application performance. Coordinate with Software vendors for the switching / failover of the applications during warranty, AMC and ATS period.
13.	Security :
	a) There should be functionality that User can sign, encrypt and decrypt the password.
	b) There should be functionality to use the digital Signature while using applications.
	c) There should be features for password policy define i.e. expiry of password, alerts message to change the password, password complexity, minimum length of password etc. as per the requirement of CONCOR.
	d) Administrative Services : Graphical User Interface (GUI) based and Command line based user and domain administration functionality.
	e) All the securities features should be carried out by you as per ISO:27001 as per the requirement of CONCOR.
	f) The OS Hardening should be carried out as per the ISO:27001 Standards.
	g) Log Monitoring: There should be reporting on daily /weekly/monthly/yearly and Statistics and reports should be generated for the no. of hits, traffic monitoring, performance monitoring etc. based on the CONCOR's requirement.
14.	During the AMC and ATS period, you would provide patches, upgrades and will provide support for installation of patches and version upgrades and operating system to CONCOR at no additional cost. You would also do any installation or re-installation of Hardware / Software / Operating System / Licenses / Patches etc. during AMC / ATS as per CONCOR's requirement. These patches and upgrades would be installed at CONCOR site as and when required.

BID FORM AND PRICE SCHEDULES

Bid No.: **CON/IT/1221/22/57571**
Date:

To: (Name and address of Purchaser)

Gentlemen:

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

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

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

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

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

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

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

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

Signature: ....

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

(Name): …………………………………

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

Annexure-1

PRICE SCHEDULE

Technical details (specifications) against each respective items (hardware and Software) is mentioned in Section VI

AMC and ATS support of Hardware and Software of Web Application servers and Citrix Servers at CONCOR's Central Site at ICD/Tughlakabad, New Delhi for period of one year.

A] AMC Charges

S. No.	Items Description	Qty	Cost per annum	
			Unit Cost incl. of all taxes (in INR₹)	Total Cost incl. of all taxes (in INR)
1.	Web Application Servers	02		
2.	Web Application Storage	01		
3.	Reverse Proxy Servers	02		
4.	Development Server	01		
5.	Test Server	01		
6.	Application Storage for Backup/ Test	01		
7.	Citrix Servers	04		
8.	SAN Switch	02		
9.	All necessary cables, networking equipments , and switches should be provided with the solution	Lump sum (As per the solution offered/required)		
10.	Server Load Balancer	02		
	Total AMC Charges			

B] ATS Charges

S.No.	Items Description	Qty	Cost per annum	
			Unit Cost incl. of all taxes (in INR₹)	Total Cost incl. of all taxes (in INR)
1	CPU based licenses for Web Application Server (latest version) (with 1 year ATS)	Oracle SOA Suite Qty 18 Metric Processor Oracle Weblogic Suite Qty 18 Metric Processor		
2	Named user licenses for Web application Server – for test server	Oracle SOA Suite Qty 20 Metric NUP Oracle Weblogic Suite Qty 20 Metric NUP		
3	Backup License (Symantec Net backup) Latest Version with 1 year support- For RISC /EPIC Based Servers and Citrix Servers*	Lump Sum		
	Total ATS Charges (in ₹)			

Bid No :   **CON/IT/1221/22/57571**   Purchase Order No.:

Purchase Order Date:

CONTRACT FORM/ Agreement Form
(To be executed on Non-judicial Stamp Paper of appropriate value)

THIS AGREEMENT made the..........day of............., at New Delhi Between Container Corporation of India Ltd., having its corporate office at 3rd Floor, NSIC, MDBP Building, Okhla Industrial Estate, Phase-III, New Delhi-110020, India (hereinafter called "the Purchaser") of one part and M/s _____ (Name of Supplier) of.............(City of Supplier)(Herein after called "the Supplier")of the other part:

WHEREAS the Purchaser is desirous that certain goods and ancillary services should be provided by the Supplier, viz.,........................... & its components and has accepted a bid by the Supplier for the supply of goods & services in the sum of................(Contract Price in Words and Figures)(Hereinafter" the Contract Price")

NOW THIS AGREEMENT WITNESSET HAS FOLLOWS:

1.   In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2.   The following documents shall be deemed to form and be read and construed as part of this Agreement,viz.:

      (a) The Bid Form and Price Schedule submitted by the Bidder
      (b) The General instructions of Contract
      (c) The Terms & Conditions
      (d) The delivery schedule
      (e) The Technical Specifications
      (f) Any other correspondence of considered necessary
      (g) The Purchaser's notification of Award

3.   In consideration of the payments to be made by the Purchaser to the Supplier as here in after mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4.   The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods & Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed, Sealed and Delivered by the   Signed, Sealed and Delivered by the

said.............................   said.............................

(For the Purchaser)   **(For the Supplier)**

BANK GUARANTEE BOND FOR PERFORMANCE SECURITY
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To,

M/s. Container Corporation of India Ltd.

_____

_____

WHEREAS………………………….(Name of Supplier)……………………………………… hereinafter called "the supplier" has undertaken, in pursuance of Contract No. ………………………..dated…………………for the supply of ……………………..…………………………..…………………………..……………………. (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the supplier shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ………………………………………………………………….(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ………………………………………………..)Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

The Bank Guarantee shall be operative only if it is accompanied by a separate advice sent by …………………………….(issuing bank) on………………………..(Advising Bank) having IFSC code…………………………through Structured Financial Messaging System(SFMS) and authenticated by advising bank.

This guarantee is valid until the………………………….day of………………………….

Notwithstanding anything contained herein above:

(i)   Our liability under this guarantee shall be limited to a sum or Rs………………………only.
(ii)   Stand completely discharged and all your rights under this guarantee shall stand extinguished if no claim or demand made upon us in writing on or before…………………………….

                                                        Signature
                                                        Name
                                                        Designation with Bank's Stamp

Witness: Date………………………………………
Signature   Address……………………………………
Name
Official Address

Note:
1.   This Stamp paper of appropriate value shall be purchased in the name of issuing bank.

TO BE ISSUED ON THE LETTER HEAD OF BANK ISSUING CERTIFICATE

SOLVENCY CERTIFICATE

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

It is clarified that this certificate is furnished without risk and responsibilities on our part in any respect whatsoever, more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer for furnishing to M/s. Container Corporation of India Ltd., 3rd Floor, NSIC, MDBP Building, Okhla Industrial Estate, Phase-III, New Delhi-110020.

For

(SIGNATURE AND SEAL OF BANK)

SIGNATUREOF BIDDER..

(See Clause-14 of Section-III, Instruction to Bidders)

INTEGRITY PACT

Container Corporation of India Ltd. (CONCOR) hereinafter referred to as **"The Principal"**

and

…………………………………… hereinafter referred to as **"The Bidder/Contractor"**.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for……… The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the bid process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1). The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles.

a. No employee of the Principal, personally or through family members, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the bid process treat all Bidders(s) with equity and reason. The Principal will in particular, before and during the bid process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bid process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/contractor(s)

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the bid process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the bid process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c.   The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d.   The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure-10.

e.   The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

II.   Section 3 – Disqualification from bid process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the bid process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex.-"B".

III. Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the bid process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contact according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

IV. Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the bid process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the bid process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with al Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the bid process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor of Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instruction by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, CONCOR.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The monitor will submit a written report to the Managing Director, CONCOR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the CONCOR Board.

(8) If the Monitor has reported to the Managing Director, CONCOR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director CONCOR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief

Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word "Monitor" would include both singular and plural.

<u>Section 9 – Pact Duration</u>

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Managing Director, CONCOR.

<u>Section 10 – Other provisions</u>

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a Consortium/JV, this agreement must be signed by al partners or Consortium / JV members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Note : The name of current Independent External Monitors are :
1. **Sh. Kashinath Behera, IAS (Retd.), ac-39, Khwaabgaah Co-Operative Housing Society, 2nd Flat No. 2A, Street No. 43 & 48, Action Area-1A, Newtown, Rajarhat, Kolkata-700156**
2. **Sh. Sarbesh Kumar Das, Ex. Director (Commercial), NDMC Ltd., Flat NO. 401, Jyothi Manor, 41-Srinagar Colony, Hyderabad-500073**

In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of Integrity Pact (IP) by the sub-contractor.

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(For & On behalf of the Principal   (For & On behalf of Bidder/Contractor)
       Office Seal   Office Seal

Place ----------------
Date ----------------

Witness 1 :
Name & Address   ----------------------------

Witness 2 :
Name & Address   ----------------------------