



REQUEST FOR PROPOSAL
FOR
Procurement of MS Office 2019 Standard Version Enterprise Licenses

Ref: ECGC/Tender-07/IT/12/2019-20

Date: 18.12.2019

TABLE OF CONTENTS

Contents

Section 1.....	4
1. Introduction.....	4
1.1. Invitation to Bidders.....	4
1.2. SCHEDULE OF EVENTS.....	5
Section - 2.....	6
2. DISCLAIMER.....	6
Section - 3.....	7
3. Instructions for bidders.....	7
3.1. General Terms & Conditions.....	7
3.2. Cost of Bidding:.....	8
3.3. Validity Period:.....	8
3.4. Scope of Work.....	9
3.5. THE BIDDING DOCUMENTS.....	9
3.5.1 Documents constituting the Bid:.....	9
3.6. PREPARATION OF BIDS.....	10
3.6.1 Language of Bid.....	10
3.6.2 Price / Commercial Bid.....	10
3.6.3 Bid Form.....	10
3.6.4 Bid Prices.....	10
3.6.5 Documentary Evidence Establishing Bidder's Eligibility and Qualifications.....	11
3.6.6 Partial bids:.....	11
3.6.7 Period of Validity of Bids.....	11
3.6.8 Format and Signing of Bid.....	11
3.7. SUBMISSION OF BIDS.....	12
3.7.1 Sealing and Marking of Bids.....	12
3.7.2 Deadline for Submission of Bids.....	12
3.7.3 Late Bids:.....	13
3.7.4 Modification and Withdrawal of Bids.....	13
3.8. OPENING AND EVALUATION OF BIDS.....	13
3.8.1 Opening of Bids by the Corporation.....	13
3.8.2 Preliminary Evaluation.....	14
3.8.3 Evaluation of Bids.....	14

3.8.4	Evaluation of Price Bids and Finalization	14
3.8.5	Contacting the Corporation.....	15
3.8.6	Award Criteria	15
3.8.7	Corporation's Right to Accept Any Bid and to reject any or All Bids:	15
3.8.8	Notification of Award	15
Section - 4		17
4.1	TERMS AND CONDITIONS OF CONTRACT (TCC).....	17
4.1.1	Definitions:.....	17
4.1.2	DISTINCTIVE TERMS & CONDITIONS.....	18
4.1.2.1	Validity of Offer.....	18
4.1.2.2	Placement of Additional Purchase Orders.....	18
4.1.2.3	Payments.....	18
4.1.2.4	TAXES & DUTIES:	18
4.1.2.5	Delivery Locations	19
4.1.2.6	Delivery, Installation, Configuration and Project Sign Off	19
4.1.2.7	Installation Schedule	19
4.1.2.8	Installation Report.....	19
4.1.2.10	Delayed Delivery/Installation	19
4.1.2.11	Service Level Agreement (SLA) & Non Performance Charges (NPC)	20
4.1.2.12	Performance Bank Guarantee Clause:-.....	20
4.1.2.13	Indemnity	20
4.1.2.14	Arbitration	20
4.1.2.15	Jurisdiction.....	20
4.1.2.16	FORCE MAJEURE	21
4.1.2.17	Rights of the Corporation:.....	21
4.1.2.18	CONFIRMATION OF ORDER.....	21
4.1.2.19	Other Compliances.....	21
Section - 5		23
BID FORM, PRICE SCHEDULES AND OTHER FORMATS.....		23
Annexure – 1 : Delivery Location		24
Annexure – 2 : Company Profile		25
Annexure – 3: Bank Details		27
Annexure - 4 : Acknowledgement		28
Annexure – 5: DECLARATION FOR NON BLACK LISTING		29
Annexure – 6 : Qualification Criteria for the Vendor.....		30

Section 1

1. Introduction

1.1. Invitation to Bidders

ECGC Limited (hereinafter referred to as ECGC / the Corporation), wholly owned by Government of India and set up in 1957, invites competitive bids from OEMs for “**Procurement of 800 MS Office 2019 Standard Version Enterprise Licenses.**”

The “Qualification and Price Bids” would be received in physical form.

The bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

The Bidding Document may be downloaded from the Corporation's website www.ecgc.in.

Please note that all the required information needs to be provided. Incomplete information may lead to rejection of the proposal. Corporation reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders, and on the Corporation's website. The information provided by the bidders in response to this RFP document will become the property of ECGC and will not be returned. ECGC reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.

1.2. SCHEDULE OF EVENTS

Bid Document Availability	The Bid Document can be downloaded from website up to 26.12.2019.
Last date of submission of Bids	1:00 PM on 26.12.2019.
Opening of Qualification and Price Bid	Within a week from submission date
Contact Details: Deputy General Manager (Information Technology) : 022-6144 8155 Assistant General Manager (Information Technology) : 022 -6144 8153 Assistant Manager (Information Technology) : 022 – 6144 8145	
Address for Communication and submission of Bid.	Deputy General Manager (Information Technology) ECGC Limited, Information Technology Division, The Metropolitan, 7 th Floor, C – 26/27, E Block, Bandra-Kurla Complex, Mumbai – 400 051
Telephone	022-6144 8155/53/45
All correspondence / queries relating to this RFP Document should be sent to / through following email ID only	it@ecgc.in

Section - 2

2. DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants in documentary form by or on behalf of ECGC, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP is neither an agreement nor an offer and is only an invitation by Corporation to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. The Corporation makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Corporation may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Corporation with the selected Bidder.

Section - 3

3. Instructions for bidders

3.1. General Terms & Conditions

- 3.1.1** Before tendering, the Tenderers are requested to visit the ECGC website <https://www.ecgc.in> and also carefully examine the Tender documents and the general terms and conditions of the Contract thereof, and if there appears to be any ambiguity or discrepancy between any of the Tender documents they should immediately refer the matter to ECGC for clarifications.
- 3.1.2** The Tenderer shall complete in all respects, form(s) annexed to the Tender Document, quote the prices and furnish the information called for therein, and shall sign and date each of the documents in the space provided therein for the purpose. The Tenderer shall initial each page of the Tender Documents.
- 3.1.3** The Tender shall be signed by a person or persons duly authorized by the Tenderer with signature duly attested. In the case of a body corporate, the Tender shall be signed by the officers duly authorized by the body corporate with its common seal duly affixed. In case of a consortium, the Tender shall be signed by the officer (s) so authorized by each consortium member and the Tender shall be affixed with the common seals of each member of the consortium.
- 3.1.4** The Tender shall contain the address, Tel. No. and e-mail id, if any of Tenderer for serving notices required to be given to the Tenderer in connection with the Tender.
- 3.1.5** The Tender form and the documents attached to it shall not be detached one from the other and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter otherwise it shall not be entertained.
- 3.1.6** The Tenderer, irrespective of its participation in the Tender process, shall treat the details of the Documents as secret and confidential.
- 3.1.7** ECGC does not bind itself to accept the lowest or any Tender and has the right to reject any Tender without assigning any reason whatsoever. ECGC also reserves the right to re-issue the Tender.
- 3.1.8** Bids shall be submitted in two parts i.e. (1) Qualification Bid and (2) Price/Commercial Bid.

- 3.1.9** The vendor shall submit the Qualification Bid as per Annexure – 3 to Annexure – 8 kept in single envelop.
- 3.1.10** Supporting documents are to be submitted in the qualification and commercial bids. Incomplete or partial submission of relevant documents will lead to disqualification.
- 3.1.11** The rates should be sent only in the prescribed rate format. Non-conformance or quotations received in any other format may result in rejection of the bid.
- 3.1.12** The offer should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their offer. All such cases may be disqualified on this score alone. The decision of the Corporation shall be final and binding on the Bidder. Kindly ensure that ambiguous or unquantifiable costs / amounts are not included in your offer, which would disqualify your offer.
- 3.1.13** Vendor has to quote only for the said version.
- 3.1.14** Where a bidder is quoting on behalf of the OEM, a bipartite Agreement shall be signed at the time of placement of PO. (Format as per Annexure - 12)
- 3.1.15** No queries on change in specifications will be entertained except on higher side, with the sole discretion of ECGC.
- 3.1.16** OEM Vendor may nominate up to two authorized channel partner for this Tender according to their presence. The channel partner should also be authorized service provider for the same OEM.
- 3.1.17** Successful Vendor has to share comprehensive escalation matrix mapping ECGC locations.

3.2. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Corporation will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

3.3. Validity Period:

Bids / Offers shall have the validity period of 3 months from the tender closing date. Bidders are requested to offer 3 months validity as per Tender Terms. The prices quoted shall remain firm and fixed during the currency of the order / Contract unless agreed otherwise by ECGC.

3.4. Scope of Work

- 3.4.1.** Supply of 800 Microsoft Office Licenses- Standard Version, Enterprise Edition to HO IT Department, ECGC Limited.
- 3.4.2.** Installation of approximate 300 Licenses in Mumbai Locations including Thane and Andheri.
- 3.4.3.** The bidder has to deliver the paper / e- license and set of software media as per purchase order within 4 weeks from the date of purchase order.
- 3.4.4.** Configuration of KMS (key management service) at HO IT Department to enable Branches/Offices to activate MS Office suite. Infrastructure
- 3.4.5.** Training regarding KMS installation, maintenance, administration, management and report generation to the .
- 3.4.6.** KMS (Key management Service) installation, configuration & support shall be provided by vendor for 6 months from the date of successful configuration. KMS facility & support is all inclusive in the license cost.
- 3.4.7.** MS Office physical installation and activation support for around 300 + desktops at Mumbai Location.
- 3.4.8.** The bidder shall help in troubleshooting the issue related to MS Office.
- 3.4.9.** The bidder shall be in position to get the required support from Microsoft Support Team and close the issue satisfactorily.
- 3.4.10.** In case any support is required at remote locations of ECGC, bidder shall be in position to offer remote support in webex/ telephone.
- 3.4.11.** Irregularity, if any is to be reported to ECGC immediately for rectification.
- 3.4.12.** Recovery CD/DVD/USB flash drive should be provided, as required.

3.4.13. Documentation

The supplier will provide installation manual/guides.

3.5. THE BIDDING DOCUMENTS

3.5.1 Documents constituting the Bid:

The Bidding Documents include:

- (i)** Annexure – 3 to 8 : Qualification Bid
- (ii)** Annexure - 13 : Price/ Commercial Bid

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially

responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

3.6. PREPARATION OF BIDS

3.6.1 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Corporation and supporting documents and printed literature shall be submitted in English.

3.6.2 Price / Commercial Bid

3.6.3.1 Each Bidder is required to submit a Price Proposal Envelope, as per Annexure - 13 on the letter head of the bidding company.

3.6.3.2 For the purpose of submitting price proposal and commercial bids the bidder is required to mention unit prices based on the hardware items /equipment as per Annexure "13"

3.6.3 Bid Form

The Bidder shall complete the two Envelopes containing the Bid Annexures and submit them simultaneously to the Corporation. Bids are liable to be rejected if not all bids (i.e. Qualification and Price Bid) are received.

3.6.4 Bid Prices

3.6.5.1 Prices are to be quoted in Indian Rupees only.

3.6.5.2 Prices quoted should be inclusive of all Central / State Government levies, taxes inclusive of Service Tax / GST, which will be deducted at source at applicable rates.

3.6.5.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, during the validity period of the contract. Taxes / Duties / Levies / Cess etc. levied by Central or State Governments, or Statutory, Quasi-Government Bodies, or Regulators may be charged as per actuals, and are allowed to be varied. A Bid submitted with an adjustable price quotation, other than exceptions specified herein, will be treated as non-responsive and will be rejected.

3.6.5 Documentary Evidence Establishing Bidder's Eligibility and Qualifications

3.6.6.1 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall be established to the Corporation's satisfaction.

3.6.6.2 A format of the Agreement to be executed by the successful vendor with the Corporation is attached with this tender as Annexure -12. Please note that no change unless mutually agreed will be accepted in the terms and conditions incorporated in this document. In case of failure of the vendor to execute the agreement on the attached format, within the stipulated time, the Corporation will be within its rights to cancel the award / Letter Of Intent / Approval and take appropriate action as required.

3.6.6 Partial bids:

Partial bids will not be accepted. Bidder shall have to quote for all the locations / equipment / entire scope.

3.6.7 Period of Validity of Bids

3.6.8.1 Bids shall remain valid for a period of 6 months from the date of opening of the Bid.

3.6.8.2 In exceptional circumstances, the Corporation may solicit the Bidders' consent to an extension of the period of validity on the same terms and conditions. The request and the responses thereto shall be made in writing. At this point, a Bidder may refuse the request without risk of exclusion from future RFPs or any debarment.

3.6.8.3 The Corporation reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

3.6.8 Format and Signing of Bid

3.6.9.1 Each bid shall be in three parts:

Part I – Qualification Bid

Part II - Price Proposal.

The two parts should be in two separate sealed NON-WINDOW envelopes, each super-scribed with "Tender Subject" as well as "Qualification Proposal" and "Price Proposal" as the case may be.

3.6.9.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall authenticate all pages of the Bids, except for un-amended printed literature.

3.6.9.3 Any inter-lineation, erasures or overwriting shall be valid only if they are authenticated by the person signing the Bids. The Corporation reserves the right to reject bids not conforming to above.

3.7. SUBMISSION OF BIDS

3.7.1 Sealing and Marking of Bids

3.7.1.1 The Bidders' shall seal the NON-WINDOW envelopes containing one copy of "Qualification Bid" and one copy of "Price Bid" separately and these two NON-WINDOW envelopes shall be enclosed and sealed in a single outer NON-WINDOW envelope.

3.7.1.2 The inner envelopes shall be addressed to the Corporation at the address given in Part-I above and marked as described in Clauses above.

3.7.1.3 The outer envelope shall:

a) Be addressed to the Corporation at the address given in Part-I;
and

b) Bear the Project Name

3.7.1.4 All envelopes should indicate the name and address of the Bidder on the cover.

3.7.1.5 If the envelope is not sealed and marked, the Corporation will assume no responsibility for the bid's misplacement or its premature opening.

3.7.2 Deadline for Submission of Bids

3.7.2.1 Bids must be received by the Corporation at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.

3.7.2.2 In the event of the specified date for submission of bids being declared a holiday for the Corporation, the bids will be received up to the appointed time on the next working day.

3.7.2.3 The Corporation may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the extended deadline, which would be advised to all the interested Bidders on the Corporation's website.

3.7.3 Late Bids:

Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the bidder.

3.7.4 Modification and Withdrawal of Bids

3.7.4.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Corporation, prior to the deadline prescribed for submission of Bids.

3.7.4.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.

3.7.4.3 No Bid may be modified after the deadline for submission of Bids.

3.7.4.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in penal action including debarment or exclusion from future RFPs / contracts / business.

3.8. OPENING AND EVALUATION OF BIDS

3.8.1 Opening of Bids by the Corporation

3.8.1.1 The Corporation reserves the right to open the quotations soon after their receipt from all the vendors without waiting till the last date specified as also the right to disqualify any or all vendors either on the basis of their responses, to all or some of the response sheets, or even any part thereof without assigning any reasons whatsoever.

3.8.1.2 The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite documents and such other details will be announced, as the Corporation at its discretion, may consider appropriate.

3.8.1.3 Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.8.2 Preliminary Evaluation

3.8.2.1 The Corporation will examine the Bids to determine whether they are complete, whether the required formats have been furnished, the documents have been properly signed, and that the Bids are generally in order.

3.8.2.2 Prior to the detailed evaluation, the Corporation will determine the responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.

3.8.2.3 The Corporation's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

3.8.2.4 If a Bid is not responsive, it will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

3.8.3 Evaluation of Bids

3.8.3.1 Only those Bidders and Bids which have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Corporation for further detailed evaluation. The Bids which do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

3.8.3.2 The Corporation reserves the right to evaluate the bids on qualification.

3.8.3.3 During evaluation and comparison of bids, the Corporation may, at its discretion ask the bidders for clarification of their bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

3.8.4 Evaluation of Price Bids and Finalization

3.8.4.1 Only those Bidders who qualify in Qualification evaluation would be shortlisted for commercial evaluation.

3.8.4.2 The L1 Bidder will be selected on the basis of lowest Bid among the Bidders who have qualified in Qualification evaluation.

3.8.4.3 Corporation 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 affect the relative ranking of any bidder.

3.8.4.4 Each vendor must submit Qualification, and Price Bid to be eligible for participation in Commercial Bid. Corporation reserves the right to reject any or all incomplete bids.

3.8.5 Contacting the Corporation

3.8.5.1 No Bidder shall contact the Corporation on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

3.8.5.2 Any effort by a Bidder to influence the Corporation in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

3.8.6 Award Criteria

The Corporation will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.

3.8.7 Corporation's Right to Accept Any Bid and to reject any or All Bids:

3.8.7.1 The Corporation reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Corporation's action.

3.8.7.2 All decisions taken by the Corporation are binding and final.

3.8.8 Notification of Award

3.8.8.1 Prior to expiration of the period of Bid validity, the Corporation will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.

3.8.8.2 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within seven days of receipt of the communication.

3.8.8.3 Upon notification of award to the L1 Bidder, the Corporation may notify each unsuccessful Bidder.

Section - 4

4.1 TERMS AND CONDITIONS OF CONTRACT (TCC)

4.1.1 Definitions:

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

- 4.1.1.1 “The Corporation” means ECGC Limited.
- 4.1.1.2 “The Contract” means the agreement entered into between the Corporation and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 4.1.1.3 “Vendor” is the successful Bidder whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by the Corporation.
- 4.1.1.4 “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- 4.1.1.5 “The Unit/machine/Equipment” means all the hardware, software and other peripherals for which the Vendor is required to provide service to the Corporation under the Contract;
- 4.1.1.6 “TCC” means the Terms and Conditions of Contract contained in this section;
- 4.1.1.7 “The Project” means **Procurement of MS Office 2019 Standard Version licenses for ECGC Limited**
- 4.1.1.8 “The Project Site” means various branches / offices etc. of ECGC Limited.
- 4.1.1.9 In case of a difference of opinion on the part of the Bidder in comprehending and / or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Corporation shall be binding and final on the Bidder.

4.1.2 DISTINCTIVE TERMS & CONDITIONS

Note: Bidders are requested to note that if there are any terms & conditions/Clause given under this Special Terms & Conditions conflicts with similar terms & conditions given elsewhere in Tender (such as General Terms & Conditions etc.), then terms/conditions given under Special Terms & Conditions will prevail.

4.1.2.1 Validity of Offer

The quoted prices for the equipment's will remain valid for a period of 3 months from the date of closure of this RFP.

4.1.2.2 Placement of Additional Purchase Orders

Corporation at its sole discretion may place additional order(s) for any number of units at the quoted price and as per the terms and conditions mentioned in this RFP during the validity period of the offer.

4.1.2.3 Payments

4.1.2.4.1 Payment shall be made in Indian Rupees.

4.1.2.4.2 100% Payment shall be made after successful delivery and installation of KMS.

4.1.2.4 TAXES & DUTIES:

4.1.2.5.1 The GST, Octroi Charges, service tax & education cess etc.as applicable shall be clearly indicated. The Item wise rates quoted in the rate sheet should exclude taxes. Bidder should indicate taxes and levies as applicable separately under each of the head in the same rate sheet.

4.1.2.5.2 Wherever all-inclusive prices are quoted by the tenderer (s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variation in statutory levies arising subsequently in the absence of required base figures.

4.1.2.5.3 Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to ECGC.

4.1.2.5.4 ECGC will not arrange any state or Road permit or provide any kind of forms required for the purpose. Vendor will be responsible for arranging all permits without any intervention requirement from ECGC.

4.1.2.5 Delivery Locations

The entire scope of work as mentioned above will be delivered at the ECGC-IT Department.

ECGC at its discretion may change the order quantities to be delivered while placing the purchase order.

4.1.2.6 Delivery, Installation, Configuration and Project Sign Off

4.1.2.7.1 The chosen supplier will be expected to deliver all the items as mentioned in the scope of work under Section-3 of the RFP within 4 weeks from the date of issuance of Purchase Order.

4.1.2.7 Installation Schedule

Vendor shall complete the installation and commissioning within 4 weeks from the date of delivery.

4.1.2.8 Installation Report

4.1.2.9.1 Installation report is to be filled up by the vendor and it should clearly mention the City Name, Office name, User's Name (whom License is installed and configured for), Date of Installation and Date of Expiry of Warranty etc. (Note: Payment will not be processed unless these notes are submitted along with the delivery challan and invoice) for each and every Licenses

4.1.2.9 The above details shall also be provided in a separate excel format and mailed to IT@ecgc.in.

4.1.2.10 Delayed Delivery/Installation

In case of delayed delivery of Licenses and Installation in Mumbai Locations , prices will be reduced @1% of the total basic order value for every week of delay or part thereof subject to a maximum of @10% of the total basic order value.

NOTE:

- a) Price Reduction shall be applicable only on the basic cost and on Full complete week (s) and for fractional days Price reduction shall be applicable on pro-rata, if any.
- b) Initially Price Reduction shall be applicable for total basic order value and final Price Reduction settlement to be on undelivered portion in the contractual delivery period.

4.1.2.11 Service Level Agreement (SLA) & Non Performance Charges (NPC)

4.1.2.13.1 Post installation onsite support needs to be provided by the successful bidder(s). as below:

- (i) Should have 24 x7 chat/ telephonic support
- (ii) 8 x 6 (Monday to Saturday) onsite support to user at office or residence.

4.1.2.13.2 The penalty will be recovered at HO-IT Division, ECGC Limited,

4.1.2.13.3 Any decision regarding remission or any other issue relating to penalty will be taken up and decided by the Deputy General Manager (Information Technology).

4.1.2.12 Performance Bank Guarantee Clause:-

Successful Bidder will furnish performance Bank guarantee in favor of ECGC issued by Scheduled/Nationalized Bank as per the terms and conditions specified under clause "Performance Bank Guarantee".

4.1.2.13 Indemnity

The supplier shall indemnify, protect and save ECGC against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringements in respect of all hardware and software supplied to ECGC.

4.1.2.14 Arbitration

In the event of a dispute or difference of any nature whatsoever between ECGC and the supplier during the course of assignment arising as a result of this RFP, the same shall be referred for arbitration to the panel of arbitrators. The panel shall be constituted prior to commencement of arbitration and shall comprise of two arbitrators and an umpire. ECGC and the supplier shall each nominate an arbitrator to the panel and these arbitrators shall appoint an umpire. Arbitration shall be carried out at ECGC office in Mumbai and as per extant laws.

4.1.2.15 Jurisdiction

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching the works awarded or the terms and conditions thereof shall be that of the appropriate court in Mumbai. The jurisdiction of any other court in any place other than Mumbai is specifically excluded.

4.1.2.16 FORCE MAJEURE

4.1.2.19.1 Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent, that, the delay in performance, or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure.

4.1.2.19.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Corporation in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

4.1.2.19.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Corporation in writing of such condition and the cause thereof. Unless otherwise directed by the Corporation in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.1.2.17 Rights of the Corporation:

4.1.2.20.1 The Corporation does not bind itself to accept the lowest quotation and reserves the right to reject any or all the quotations received, without assigning any reason thereof.

4.1.2.20.2 While placing the Order, the Corporation further reserves the right to delete or reduce any item or section of the schedule of work without assigning any reason thereof.

4.1.2.18 CONFIRMATION OF ORDER

The Vendor shall acknowledge the receipt of the Purchase Order within 07 days following the mailing of this order and shall thereby confirm his acceptance of this Purchase Order in its entirety without exceptions. The acknowledgment will bear on both purchase order and General Procurement Conditions.

4.1.2.19 Other Compliances

Vendor servicing the Corporation should comply with the Corporation's IS Security policies in key concern areas relevant to the activity, the broad areas are:

- i. Responsibilities of privacy and confidentiality.

- ii. Responsibilities on system and software access controls and administration.
- iii. Custodial responsibilities for software, other assets of Corporation being managed by or assigned to vendor.

Section - 5

BID FORM, PRICE SCHEDULES AND OTHER FORMATS

Sr No.	Annexure Name	Annexure Number
1	Delivery Location	Annexure - 1
2	Company Profile	Annexure – 2
3	Bank Details	Annexure – 3
4	Acknowledgement	Annexure – 4
5	Declaration for Non-Black Listing	Annexure – 5
6	Qualification Criteria for the Vendor	Annexure – 6
7	Manufacturer’s Authorization Form	Annexure – 7
8	Price Bid	Annexure – 8

Annexure – 1 : Delivery Location

HO-IT, ECGC Limited,7th Floor, The Metropolitan, Block-E, Bandra-Kurla Complex, Bandra East, Mumbai 400051.

Annexure – 2 : Company Profile

Sr No	Description	Details
1	Name of the company	
2	Legal Status (eg. Proprietorship, partnership, limited liability partnership, corporation etc. (attach a copy of certificate of incorporation)	<Certified copy of the Certificate of Incorporation issued by the Registrar of Companies / Partnership Deed>
3	Registered Physical Address	
4	Correspondence Address	
5	Business profile of the company (attach a separate write-up or brochure regarding business activities of the company)	
6	Incorporation Date	
7	Board of Directors / Management / Promoters / Partners	(i)
		(ii)
		(iii)
		(iv)
		(v)
8	Contact Person Details (Name, Landline and mobile Number, e-mail id)	
9	e-mail id of the bidder	
10	PAN of the bidder	<copy required>
11	TIN of the bidder	<copy required>
12	GST Registration No.	<copy required>
13	Any other statutory license required to operate the business in India, PF, ESIC etc. as applicable from time to time with respect to this Contract.	
14	Details of managerial, supervisory, and other staff available	< Undertaking of the organization confirming the availability of the adequate manpower of requisite qualification and experience for

		deployment in ECGC. >
15	Power of Attorney/authorization for signing the bid documents, if applicable.	
16	Copy of entire tender document duly signed and stamped on each page as a token of acceptance is to be attached.	
17	The Bidder's Firm should not be owned or controlled by any Director or Employee of ECGC Ltd.	< A self-declaration by the Bidder on its letter head.>

.....
Signature of the authorized Signatory of Company
(Company Seal)
Name :
Designation :
Contact No (Mobile)
Email Id

Annexure – 3: Bank Details

Sr No	Description	Details
1	Name of the Bank	
2	Address of the Bank	
3	Bank Branch IFSC Code	
4	Bank Account Number	
5	Type of Account	

.....
Signature of the authorized Signatory of Company
(Company Seal)

Name :

Designation :

Contact No (Mobile)

Email Id

Annexure - 4 : Acknowledgement

(This will be part of Qualification bid Information. This should be included in Envelope 1 and should be on the company letterhead)

Date:

To,

Deputy General Manager
Information Technology Division,
ECGC Limited,
10th Floor, Express Towers,
Nariman Point, Mumbai - 400021.

Dear Sir/Madam,

Subject: Response to the Request for Proposal for Procurement of MS Office 2019 Standard version Enterprise Licenses

1. Having examined the Request for Proposal Document including Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide services in accordance with the scope of work as stated in the RFP Document within the cost stated in the Bid.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this RFP.
3. We certify that we have provided all the information requested by ECGC in the requested format. We also understand that ECGC has the right to reject this Bid if ECGC finds that the required information is not provided or is provided in a different format not suitable for evaluation process for any other reason as it deems fit. ECGC's decision shall be final and binding on us.
4. We agree that ECGC reserves the right to amend, rescind or reissue this RFP Document and all amendments any time during the tendering.
5. We agree that we have no objection with any of the clauses and bidding process of this Tender Document.

.....
Signature of the authorized Signatory of Company
(Company Seal)

Name :

Designation :

Contact No (Mobile)

Email Id

Annexure – 5: DECLARATION FOR NON BLACK LISTING

(on Letter Head)

(To be submitted along with the Qualification bid)

We, /M/s _____ hereby declare/ clarify that we have not been banned by any Government or Quasi-government agencies or Public sector Undertakings.

NOTE: If a bidder has been banned by any Government or Quasi Government Agencies or Public Sector Undertakings, the fact must be clearly stated with details. If this declaration is not given along with Qualification bid, the tender will be rejected as non-responsive.

.....
Signature of the authorized Signatory of Company
(Company Seal)

Name :

Designation :

Contact No (Mobile)

Email Id

Annexure – 6 : Qualification Criteria for the Vendor

Sr. No.	Feature	Specification	Compliance (Yes / No)	Submitted Yes / No
1.	Bidder must be a Company/Firm , registered under relevant statute in India under the companies Act 1956	Certificate of Incorporation & Commencement of Business (applicable for Companies) and registration certificate in case of firm. A certified copy of the same are required to be submitted with the Bid.		
2.	Quotations from OEM / Authorized Business Partner MAF Submission	ECGC Prefers OEM to Quote Directly. In case of Business Partner quotes, they submit Authorization Letter of the OEM while submitting the bids. The business partner shall be authorized service provider of OEM.		
3.	ISO Certification	(Attach a Valid certificate)		
4.	MSME Bidder	Yes/ NO		
5.	Bidder should not be banned by any Public sector Bank/PSU/GOI/ Semi-Govt Department as on date of submission of bid.	An Undertaking letter to be enclosed by the Bidder clearly stating that they are not banned by any Bank, PSU/GOI Departments as on date of submission of bid.		
6.	Balance Sheet	Audited / Certified Balance sheet, Profit & Loss account for past 3 years ending 31st March 2019.		
7.	Average turnover	Bidder's average turnover during last 3 years ending 31st March 10,00,00,000/- (10 Cr).		
8.	Undertaking	Should not have been delisted by any Public Sector or Quasi-Government Sector. The vendor has to provide an undertaking to this effect (Annex - 5).		

9.	The firm or its affiliates should have never been blacklisted / barred / disqualified by any regulator / statutory body/ judicial or any other authority.	< A self-declaration by the Bidder on its letter head.>		
10.	Requisite Support	Vendor shall provide requisite installation and post-sale support to ECGC as requested in tender		

Note:

1. The nature of work expected against this supply i.e. Sr No (8) mentioned above.
2. ECGC has a right to verify/ cross verification of authenticity of above related documents whenever felt necessary. It is clarified that the work executed by the vendors for their in-house or capital use will not be considered for the purpose of bidder's experience of completion of similar works.

.....
 Signature of the authorized Signatory of Company
 (Company Seal)
 Name :
 Designation :
 Contact No (Mobile)
 Email Id

Annexure – 7 : Manufacturer’s Authorization Form

(This will be submitted in Envelope-2, should be typed on the letterhead of the Manufacturer and must be signed by the Authorized Signatory of the Manufacturer)

Date:

To,

The Deputy General Manager (IT)
ECGC Limited
10th Floor, Express Towers,
Nariman Point, Mumbai- 400021

Dear Sir/Madam,

Subject: **Manufacturer’s Authorization Form**

We (*insert name of the manufacturer*), the manufacturers of original equipment Located at (*insert address of the registered office*) do hereby authorize M/s. (*insert Name and address of Supplier*) to submit a bid, negotiate and receive the order from you.

We hereby extend our full guarantee and warranty for the goods and services offered by the above mentioned supplier. Warranty Services will be continued directly by us or by another authorized partner or dealer in the event of the above mentioned supplier not being able to continue with the warranty services during the warranty period.

Furthermore, we confirm that warranty as per the terms and conditions for the equipment as mentioned in the RFP shall be provided at the quoted charges for 5 years.

Thank you.
Yours faithfully,

Signature of the Authorized person

Name:

Designation:

Phone No (Mobile):

Fax and Email Address:

Official Seal:

Annexure – 8 : Price Bid

(Must be submitted in the 2nd sealed envelope as mentioned above)

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

EMAIL: _____ WEB SITE: _____

Cost of Items:

Table : Cost of Licenses (including installation and Service Support)

Sr. No	Item/ Description	Quantity	Total Price (Inclusive of Tax)
	(1)	(2)	
1	Procurement of MS Office 2019 Standard Version Licenses - Microsoft Office 2019 Sngl OLP 1 License NoLevel - Part No - 021-10609	800	
2	Per license/ pack cost		
		Total	
		Tax	
		Grand Total	

Signature of the Authorized Signatory of Company

Name:

Designation:

Contact no. (Mobile):

Email Id:

Company Seal: