



(A Government of India Enterprise)

You focus on exports. We cover the risks.

REQUEST FOR PROPOSAL

FOR

**SUPPLY OF PERSONAL DIGITAL ASSISTANT (PDA)
WITH 3-5 YEARS OF COMPREHENSIVE WARRANTY
ALONG WITH BUYBACK OF OLD LAPTOPS**

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

Date: 19.12.2019



TABLE OF CONTENTS

Contents

Section 1	5
1. Introduction.....	5
1.1. Invitation to Bidders	5
1.2. SCHEDULE OF EVENTS.....	6
Section - 2	7
2. DISCLAIMER	7
Section - 3	8
3. Instructions for bidders	8
3.1. General Terms & Conditions	8
3.2. Cost of Bidding:	10
3.3. Validity Period:.....	10
3.4. Scope of Work	10
3.5. THE BIDDING DOCUMENTS	11
3.5.1 Documents constituting the Bid:	11
3.6. PREPARATION OF BIDS	11
3.6.1 Language of Bid	11
3.6.2 Documents Comprising the Bid.....	11
3.6.3 Price / Commercial Bid.....	12
3.6.4 Bid Form	12
3.6.5 Bid Prices.....	12
3.6.6 Documentary Evidence Establishing Bidder's Eligibility and Qualifications.....	12
3.6.7 Partial bids:.....	13
3.6.8 Period of Validity of Bids	13
3.6.9 Format and Signing of Bid	13
3.7. SUBMISSION OF BIDS	14
3.7.1 Sealing and Marking of Bids.....	14
3.7.2 Deadline for Submission of Bids	14
3.7.3 Late Bids:.....	15
3.7.4 Modification and Withdrawal of Bids	15
3.8. OPENING AND EVALUATION OF BIDS	15
3.8.1 Opening of Bids by the Corporation	15

3.8.2	Preliminary Evaluation	16
3.8.3	Evaluation of Bids.....	16
3.8.4	Evaluation of Price Bids and Finalization	16
3.8.5	Contacting the Corporation.....	17
3.8.6	Award Criteria	17
3.8.7	Corporation's Right to Accept Any Bid and to reject any or All Bids:	17
3.8.8	Notification of Award.....	17
3.8.9	Performance Bank Guarantee.....	18
Section - 4	19
4.1	TERMS AND CONDITIONS OF CONTRACT (TCC).....	19
4.1.1	Definitions:.....	19
4.1.2	DISTINCTIVE TERMS & CONDITIONS.....	20
4.1.2.1	Validity of Offer	20
4.1.2.2	Warranty	20
4.1.2.3	Placement of Additional Purchase Orders	20
4.1.2.4	Payments.....	20
4.1.2.5	TAXES & DUTIES:.....	20
4.1.2.6	Delivery Locations.....	21
4.1.2.7	Delivery, Installation, Configuration and Project Sign Off	21
4.1.2.8	Installation Schedule.....	21
4.1.2.9	Installation Report	21
4.1.2.10	Buyback of Old hardware:.....	22
4.1.2.11	WORKING ON ECGC's HOLIDAYS at respective locations:.....	22
4.1.2.12	Delayed Delivery/Installation	22
4.1.2.13	Service Level Agreement (SLA) & Non Performance Charges (NPC)	23
4.1.2.14	Replacement Clause.....	23
4.1.2.15	Performance Bank Guarantee Clause:-.....	23
4.1.2.16	Indemnity	23
4.1.2.17	Arbitration	24
4.1.2.18	Jurisdiction.....	24
4.1.2.19	FORCE MAJEURE	24
4.1.2.20	Rights of the Corporation:	24
4.1.2.21	CONFIRMATION OF ORDER.....	25
4.1.2.22	Other Compliances	25
Section - 5	25

BID FORM, PRICE SCHEDULES AND OTHER FORMATS..... Error! Bookmark not defined.

Annexure – 14: Queries Format..... 56

Annexure – 15: Format for Letter of Authorization..... 57

Annexure - 16 : Non-Disclosure Agreement Format..... 58

Annexure – 17 : Undertaking to ensure standards of integrity..... 64

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 **“Supply of personal digital assistant (PDAs) ie. LAPTOP and IPAD with 3-5 years of comprehensive warranty along with buyback of old laptops at its various locations”**.

The “Qualification cum Technical 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 02.01.2020
Last date of submission of Bids	1:00 PM on 03.01.2020
Opening of Qualification and Technical Bids by Technical Evaluation Committee of ECGC	Within a week from submission date
Solution Presentation by Bidder	Date and time shall be intimated later.
Opening of Price/Commercial Bids	Within fifteen days of opening of Technical Bids. Date will be communicated to such Bidder(s) who will qualify in the Qualification and Technical Bids.
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 8153/68/45
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., Fax 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** The vendor bidding for the tender shall quote for both Laptop and IPAD. The bids quoting only Laptop or only IPAD will be disqualified. The LAPTOPS proposed may be from same or different OEMs. However,

bidder shall ensure the cross compatibility and availability of drivers for the same, if required.

- 3.1.9** Bids shall be submitted in three parts i.e. (1) Qualification Bid (2) Technical Bid and (3) Price/Commercial Bid.
- 3.1.10** The vendor shall submit the Qualification Bid as per Annexures except Technical compliance Annexure 10 – A/B/C and commercial Bid Annexure and kept in single envelop.
- 3.1.11** Supporting documents are to be submitted in the qualification, technical and commercial bids. Incomplete or partial submission of relevant documents will lead to disqualification.
- 3.1.12** 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.
- 3.1.13** 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.
- 3.1.14** Vendor has to quote only one model each for Desktops and Printers.
- 3.1.15** 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)
- 3.1.16** No queries on change in specifications will be entertained except on higher side, with the sole discretion of ECGC.
- 3.1.17** The bidder should commit to supply the spares and maintain the firmware for 6 years (3 or 5 years warranty + 1 year thereafter) from the date of last installation as per the specifications requested by ECGC in Annexure 10.
- 3.1.18** 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.
- 3.1.19** Successful Vendor has to share comprehensive escalation matrix mapping ECGC locations.
- 3.1.20** The lowest bidder/vendor has to submit one system unit of each Laptop model and IPAD as offered in the technical bid, with Licensed Operating System ready for submission to ECGC, Mumbai, within 7 days of release

of LOI for technical evaluation/software testing. Penalty will be levied for delay in submission of machine as stated above/elsewhere in the document.

3.1.21 Once the testing of all the software/applications are over, system unit may be released to the Successful bidder for further process.

3.1.22 During installation the system units have to be mounted where it is advised.

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 9 months from the tender closing date. Bidders are requested to offer 9 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. The location addresses are mentioned in Annexure – 1. The Laptops and IPADS to be supplied and installed at various ECGC's premises (the location and quantity details are as per attached Annexures.

3.4.2. Irregularity, if any is to be reported to ECGC immediately for rectification. All software packages / drivers (as mentioned in the specifications and as below) have to be pre - installed.

3.4.3. Installation includes pre configuration of PDA units, Partitioning, system labeling (host name), utility software – Open office suite, Antivirus, pdf reader; unzipper etc.

3.4.4. The utility software shall be provided by vendor and may verify with ECGC in advance.

3.4.5. ECGC may at its discretion randomly verify the units at OEM's factory or at warehouse.

3.4.6. In case, testing of units required during or post-production vendor shall assist ECGC in the same at IT division in Mumbai. No additional charges or time will be provided to the vendor for the same and shall be part of delivery period as mentioned in RFP.

3.4.7. Recovery CD/DVD/USB flash drive and required drivers should be provided as separate partition.

3.4.8. Documentation

The supplier will provide installation manual/guides for all devices.

3.5. THE BIDDING DOCUMENTS

3.5.1 Documents constituting the Bid:

The Bidding Documents include:

- (i)** Annexures – except below : Qualification Bid
- (ii)** Annexure –10 A, B, C: Technical Bid
- (iii)** 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 Documents Comprising the Bid

3.6.2.1 Documents comprising the Technical Proposal envelope should contain the following forms completed in accordance with the clauses in the Bid and duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder (Board resolution authorizing representative to bid and make commitments on behalf of the Bidder to be attached):

- a)** Technical Bid Forms as per Annexure - 10
- b)** Escalation Matrix – Any format

3.6.2.2 The papers like Forms as mentioned above etc. should be submitted in one lot in one envelop.

3.6.2.3 Any Technical Bid not containing the above will be rejected.

3.6.2.4 The Technical Bid should NOT contain any price information. Such proposal, if received, will be rejected.

3.6.3 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" and configuration of such hardware/ equipment as per Annexure – 10 (sub-Annexures).

3.6.4 Bid Form

The Bidder shall complete all the three 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, Technical Bid and Price Bid) are received.

3.6.5 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.

3.6.6 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.

3.6.7 Partial bids:

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

3.6.8 Period of Validity of Bids

3.6.8.1 Bids shall remain valid for a period of 9 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.

3.6.9 Format and Signing of Bid

3.6.9.1 Each bid shall be in three parts:

Part I – Qualification Bid

Part II – Technical Proposal.

Part III - Price Proposal.

The three parts should be in three separate sealed NON-WINDOW envelopes, each super-scribed with “ender Subject” as well as “Qualification Proposal”, “Technical 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", one copy of "Technical Bid" and one copy of "Price Bid" separately and these three 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, technical & functional parameters.
- 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 including Technical evaluation would be shortlisted for commercial evaluation, details of which will be shared separately, at the appropriate time and may be called for during commercial opening.
- 3.8.4.2** The L1 Bidder will be selected on the basis of lowest Bid for each PDA category among the Bidders who have qualified in Qualification cum Technical 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, Technical Bid and Price Bid for all the locations / offices 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.

3.8.9 Performance Bank Guarantee

3.8.9.1 The successful bidder shall be required to submit a Performance Bank Guarantee ("PBG") as per pro-forma attached as Annexure - 11 for a value equal to the Contract value ((inclusive of applicable taxes), valid for a period of 36 months (plus additional 8 weeks for claim period.) from the date of issuance of the Bank Guarantee.

3.8.9.2 The contract period of 3 years plus additional 8 weeks (for claim Period) from the date of satisfactory commissioning/sign off by ECGC.

3.8.9.3 Also the successful bidder will execute an agreement on the pro-forma attached (Annexure -12), for the tenure as mentioned in RFP,

3.8.9.4 PBG shall be forfeited if the services are terminated abruptly by the vendor or for any deviation for which Corporation decides to forfeit the security. Further, unpaid charges, if any, will also not be paid in these circumstances. In case of no punitive action against the vendor, the PBG will be returned after the contract period or on settlement of any claim against the vendor, whichever is later.

3.8.9.5 The Bank Guarantee of correct value and validity period as mentioned above must be submitted within a week from the date of issuance of the Purchase order.

3.8.9.6 The bank guarantee will be promptly extended/ renewed by the supplier (well before the renewal date or with a condition for automatic renewal) by a suitable period in line with the above mentioned validity period of the contract. The bank guarantee from Cooperative Banks will not be acceptable.

3.8.9.7 In case the vendor terminates the contract during the currency of the contract, the PBG will be forfeited by the Corporation and Corporation may at its discretion take the appropriate action as deemed necessary.

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 **supply of personal digital assistant (PDAs) ie. LAPTOP and IPAD with 3-5 years of comprehensive warranty Along with buyback of old laptops at its various locations.**
- 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 equipments will remain valid for a period of 9 months from the date of closure of this RFP.

4.1.2.2 Warranty

Comprehensive on-site warranty for a period of 3 or 5 years from the date of installation for laptops and IPADS as per the specification requested by ECGC.

4.1.2.3 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.

4.1.2.4 Payments

4.1.2.4.1 Payment shall be made in Indian Rupees.

4.1.2.4.2 80% Payment shall be made after successful delivery of the PDAs at all the locations and submission of the Delivery challans, duly signed and acknowledged by the locations along with rubber stamp mentioning the location name and date, as per Annexure - 1.

4.1.2.4.3 Payment will be processed within 30 days of receipt of Original Invoice in duplicate and Installation Report (original & copy) at IT Division, BKC, Mumbai.

4.1.2.4.4 20% after 3 months from the date of last installation done after satisfactory performance as per [clause](#) - 4.1.2.13.

4.1.2.5 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.

4.1.2.6 Delivery Locations

The entire scope of work as mentioned above will be delivered at the locations specified under Annexure -1.

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

4.1.2.7 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 4-6 weeks from the date of issuance of Purchase Order.

4.1.2.7.2 The suppliers must submit duly signed letter of commitment to the **delivery lead time as provided in Annexure-8 . This letter must be submitted in Envelope - 1.**

4.1.2.8 Installation Schedule

Vendor shall complete the installation and commissioning within 2 weeks from the date of delivery.

4.1.2.9 Installation Report

4.1.2.9.1 Deliver and Installation report is to be filled up by the vendor and it should clearly mention the City Name, Office name, User's Name (whom equipment is installed and configured for), Equipment Type (Laptop/IPAD), Equipment Model, Equipment Serial No., 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 PDA and location-wise.

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

4.1.2.10 Buyback of Old hardware:

The old LAPTOP as per the quantity list provided (location-wise) along with the purchase order shall be picked up by the vendor within 15 days from the date of commissioning of new units at respective locations. In case of vendor's failure to pick up the same in next 15 days, ECGC would at its discretion, dispose-off the units as it deems fit without incurring any liability towards the vendor. The vendor shall inform the respective branch at least 2 days in advance before scheduling the pickup of old equipments.

There may be locations where items quantity to be delivered may be less or more than the old hardware quantities to be picked up. Further, quantities to be picked up may vary (downward) at the time of pick up and same will be informed to the vendor in advance. Vendor needs to accept this condition.

The hardware would be in AS-is-Where-is condition and are of SONY VAIO and HP make mostly (annexure -13).

4.1.2.11 WORKING ON ECGC's HOLIDAYS at respective locations:

Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to respective locations head. The vendor should provide the visiting engineer details in advance to respective offices. The engineer shall visit at the scheduled date and time and show his identity card/ permission letter when asked for.

4.1.2.12 Delayed Delivery/Installation

In case of delayed delivery, prices will be reduced @0.5% of the total basic order value for every week of delay or part thereof subject to a maximum of @5% 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.

4.1.2.13 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 visit support to user at office or residence which needs to be confirmed at the time of call logging.

4.1.2.13.2 The penalty will be recovered at HO-IT Division, ECGC Limited, 10th Floor, Express Towers, Nariman Point, Mumbai – 400021.

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).

4.1.2.13.4 All quoted System/Material/Item and relevant additional item should be under five year on site comprehensive warranty support from the date of acceptance at the site, including free spare parts, kits etc and excluding the consumable items. During warranty period, all the parts of the product shall be considered non-consumable (other than cartridges) and vendor shall have to maintain all such parts at no extra cost whenever required. The list of same shall be provided as a part of Technical Bid and shall be considered included in the warranty at no extra cost.

4.1.2.14 Replacement Clause

In case of any recurring major defect which leads to complete breakdown within 3 months from the date of installation in the PDA, the vendor shall be liable to replace the full PDA on Priority.

4.1.2.15 Performance Bank Guarantee Clause:-

The supplies made against this order shall be fully guaranteed against any manufacturing defects/poor workmanship/inferior quality etc. for a period of 3 from the date of commissioning. During this period successful bidder will arrange to repair/ replace any defective parts free of cost or replace complete set if required. 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".

4.1.2.16 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.

4.1.2.17 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.

4.1.2.18 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.

4.1.2.19 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.

4.1.2.20 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.

4.1.2.21 CONFIRMATION OF ORDER

The Vendor shall acknowledge the receipt of the Purchase Order within 10 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.

4.1.2.22 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 for data and application privacy and confidentiality.
- ii. Responsibilities on system and software access controls and administration.
- iii. Custodial responsibilities for data, software, hardware and other assets of Corporation being managed by or assigned to vendor.
- iv. Physical security of the facilities / equipment provided by the vendor.

Section - 5

Annexure - 1 : Delivery Locations (Indicative)

The exact address to be verified from website

Sr No	Location name	Address
1.	Head Office Including Nirmal Building and Dalamal House	ECGC Ltd. 10th Floor, Express Towers, (Next To Air India Building), Nariman Point, Mumbai - 400021, Maharashtra
2.	Northern Regional Office	Mohan Dev Bldg, 06th Floor, 13, Tolstoy Marg, New Delhi – 110001.
3.	Agra Branch	Deepak Wasan Plaza, 2nd Floor, 17/2/4, Sanjay Place, Agra – 282 002
4.	Bank Business Branch New Delhi	Third floor, Hansalaya Building, 15, Barakhamba Road, New Delhi – 110 001.
5.	Chandigarh Branch	PHD Chamber House, 1st Floor, Sector-31-A, Chandigarh- 160031.
6.	Faridabad Branch	SCO-149 , 2nd floor, Sector-21-C, Faridabad-121001, Haryana.
7.	Gurgaon Branch	3rd Floor, 'Udyog Minar', Vanijya Nikunj, Udyog Vihar, Phase 5, Gurgaon – 122 016.
8.	Jaipur Branch	Anand Bhawan, Near Govt. Hostel Circle, M I Road, Jaipur – 302 001.
9.	Jalandhar Branch	36, G. T. Road, Gobind Niwas, 2nd Floor, Jalandhar City, Jalandhar – 144 001.
10.	Jodhpur Branch	3, Plot #178, "Narayanam", Second Floor, Upper Chopasani Road (Near Bombay Motor Circle), Jodhpur 342003, Rajasthan
11.	Kanpur Branch	14 / 147, Sky Lark, 3rd floor, Chunniganj, P. O. Box No 116, Kanpur – 208 001.
12.	Ludhiana Branch	92, Suryakiran Complex, P.O. Box No 281, Ludhiana-141001.
13.	Moradabad Branch	Shankar Dutt Sharma Marg, Civil Lines, Moradabad – 244 001.
14.	New Delhi (Large Exporters) Branch	NBCC Place, South Tower, 4th floor, Pragati Vihar, Bishma Pitamah Marg, New Delhi – 110 003.
15.	New Delhi (SME) Branch	NBCC Place, South Tower, 4th floor, Pragati Vihar, Bishma Pitamah Marg, New Delhi – 110 003.
16.	New Delhi (West) Branch	305-306 KLJ Tower(North) 3rd Floor, Netaji Subhash Place Pitampura, New Delhi-110034
17.	Noida Branch	Room No. 312, Krishna Apra Plaza, Sector 18, Noida, UP – 201 301.
18.	Panipat Branch	Malik Plaza, 1st Floor, G. T. Road, Panipat – 132 103.
19.	Srinagar Branch	JKSFC Building, 2nd Floor, Durga Nag, Dalgate, Srinagar- 190001. Jammu & Kashmir
20.	Eastern Regional Office	AC Market Complex, 9th floor, 1 Shakespeare Sarani, Kolkata -700 071.
21.	Bhubaneshwar Branch	3rd Floor, 611, Saheed Nagar, Bhubaneshwar – 751 007.

22.	Guwahati Sub-Office	H P Bramachari Road, Near Nepali Mandir, P. O. Rehabari, Guwahati -781008.
23.	Kolkata (Bank Business) Branch	AC Market Complex, 9th floor, 1 Shakespeare Sarani, Kolkata – 700071
24.	Kolkata Exporters Branch	AC Market Complex, 9th floor, 1 Shakespeare Sarani, Kolkata – 700071.
25.	Varanasi Branch	PCF Plaza, Commercial Complex, 3rd floor, Unit No.1, Mint House, Nadesar, Varanasi – 221 002.
26.	Western Regional Office	The Metropolitan, 7th floor, Plot No. C – 26 / 27, “E” Block, Bandra – Kurla Complex, Bandra(E), Mumbai – 400 051.
27.	Ahmedabad Bank Business Branch	Nagindas Chambers, 1st floor, Opp. NTC showroom, Usmanpura, Ashram Road, Ahmedabad – 380 014
28.	Ahmedabad Exporter Branch	Nagindas Chambers, 1st floor, Opp. NTC Showroom, Usmanpura, Ashram Road, Ahmedabad – 380 014.
29.	Andheri Branch	401, Town Centre, Next to Mittal Ind’l Estate, Marol, Andheri Kurla Road, Andheri (East), Mumbai – 400 059.
30.	Bandra (Bank Business) Branch	The Metropolitan, 7th floor, Plot No.C – 26 / 27, E Block, Bandra – Kurla Complex, Bandra (East), Mumbai – 400 051.
31.	Bandra SME Branch	The Metropolitan, 7th floor, Plot No.C – 26 / 27, E Block, Bandra – Kurla Complex, Bandra (East), Mumbai – 400 051.
32.	Bank Business Branch, Mumbai	Dalamal House, 3rd Floor, Plot No. 206, J. B. Marg, Nariman Point, Mumbai – 400 021.
33.	Churchgate Branch	Ground Floor, Churchgate Chambers Vitthaldas Thackersey Marg Plot No. 5, New Marine Lines, Churchgate, Mumbai 400020
34.	Indore Branch	408, 4th floor, City Center, 570, M G Road, Indore – 452 001.
35.	Large Exporters Branch	Dalamal House, 2nd Floor , Plot No. 206, J. B. Marg, Nariman Point, Mumbai – 400 021.
36.	Nagpur Branch	Plot No.317(66),2nd Floor, RNT Marg, Beside M.G. House, Civil Lines, Nagpur – 440 001.
37.	Project Export Branch	The Metropolitan, 7th Floor, Plot No. C-26/27, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051.
38.	Rajkot Branch	“Nirmal”, 2nd floor, Ramkrishna Nagar Corner, Swami Vivekanand

		Marg, Opp.Commissioner's Bunglow, Rajkot- 360 001.
39.	Surat Branch	503, 21st Century Biz. Centre, Next To World Trade Centre, Ring Road, Surat – 395 002
40.	Thane Branch	"Kusumanjali"1st floor, Gokhale Road, Thane (West) – 400 602.
41.	Vadodara Branch	504, Concord, 6th floor, R. C. Dutta Road, Alkapuri, Vadodara – 390 007.
42.	Southern Regional Office I	Spencer Towers, 7th floor,770 – A, Anna Salai, Chennai – 600 002.
43.	Chennai Bank Business Branch	J3rd floor, Overseas Towers, 756-L, Anna Salai, Chennai – 600 002.
44.	Chennai Exporters Branch	Spencer Towers, 7th floor,770 – A, Anna Salai, Chennai – 600 002.
45.	Chennai South Branch	# 15, First Floor, Sarayu Park, 2nd Main Road, New Colony, Chrompet, Chennai 600 044.
46.	Coimbatore Branch	Cheran Plaza, 2nd Floor, 1619, Trichy Road, Coimbatore – 641 018.
47.	Karur Branch	3rd Floor, KVR Complex, Opp. NIA, 80 Feet Road, Karur – 639 001 Tamil Nadu
48.	Madurai Branch	First Floor, No. 12, Kamaraj Nagar, Second Street, Chinna Chokkikulam, OCPM School Road Madurai – 625 002.
49.	Periamet Branch	"Leather Centre", Illrd Floor, 43/53, Raja Muthiah Road, Periamet, Chennai – 600 003
50.	Salem Branch	"Shanthy Plaza', III Floor, 1/5, Brindavan Road, Fairlands (Opposite Ponnusamy Gounder Thriumana Mandapam) Salem – 636 004.
51.	Bank Business Branch (BBB), Tirupur	137/2, C G Complex, 2nd Floor, Kumaran Road, Tirupur – 641 602.
52.	Exporter Business Branch (EBB), Tirupur	137/2, C G Complex, 2nd Floor, Kumaran Road, Tirupur – 641 602.
53.	Tuticorin Branch	208/4A, First Floor, V E Road, Tuticorin – 628 003.
54.	Southern Regional Office II	1105, Raheja Towers, West Wing, No. 26, M. G. Road, Bengaluru -560 001
55.	Bangalore (Bank Business) Branch	Raheja Towers, 11th floor, West Wing, 26, M. G. Road, Bengaluru- 560 001.
56.	Bangalore	Vayudooth Chambers, 4th floor, 15 -16, Trinity Circle, M. G. Road,

	(Exporters) Branch	Bengaluru- 560 001.
57.	Guntur Branch	Krishna Plaza, 2nd Floor, Door No. 26-21-22, Nagaram Palem, G. T. Road, Guntur- 522 004
58.	Bank Business Branch, Hyderabad	6th Floor, L.B. Bhawan, 6-3-550, Erramanzil, Opposite Medinova Somajiguda Hyderabad-500 082
59.	Exporter Business Branch (EBB), Hyderabad	HACA Bhawan, 2nd Floor, Opp. Public Gardens, Hyderabad - 500004
60.	Kochi Branch	HDFC House, 2nd Floor, Ravi Puram Junction, M. G. Road, Ernakulam, Kochi – 682 015
61.	Kollam Branch	Near Seventh Day Church, Residency Road, Kadappakada, Kollam – 691 008.
62.	Mangalore Branch	Essel Tower, 1st floor, Door No. 14-1-58/31 & 14-1-58/32, Bunts Hostel Circle, Mangalore – 575003
63.	Vishakhapatnam Branch	Shankar Plaza, First Floor, Opp. Shankaramattam, Shankarmattam Road, Dwaraka Nagar Vishakhapatnam – 530 016
64.	Gift City Branch	Refer website
65.	Raipur Branch	Refer website

Annexure - 2A : LAPTOP SCHEDULE- BRANCHES & REGIONAL OFFICES

Indicative quantity: 66

S.No	Office Name	City	Laptop Count
1	Western Regional Office	Mumbai	0
2	Bandra Bank Business Branch	Mumbai	0
3	BANDRA SME BRANCH	Mumbai	0
4	AHMEDABAD BANK BUSINESS BRANCH	Ahmedabad	1
5	AHMEDABAD EXPORTER BUSINESS BRANCH	Ahmedabad	1
6	Andheri Branch	Mumbai	1
7	Nagpur Branch	Nagpur	1
8	Churchgate Branch	Mumbai	1
9	Thane Branch	Mumbai	1
10	GIFT CITY		0
11	Indore Branch	Indore	1
12	Surat Branch	Surat	1
13	Vadodara Branch	Vadodara	1
14	Rajkot Branch	Rajkot	1
15	Pune Branch	Pune	1
16	Southern Regional Office - II	Bangalore	1
17	Bangalore Bank Business Branch	Bangalore	1
18	Bangalore Exporter Branch	Bangalore	1
19	Kochi Branch	Kochi	1
20	Hyderabad Bank Business Branch	Hyderabad	1
21	Hyderabad Exporter Business Branch	Hyderabad	1
22	Visakhapatnam Branch	Vishakhapatnam	1
23	Guntur Branch	Guntur	1
24	Mangalore Branch	Mangalore	1
25	KOLLAM BRANCH	Kollam	1
26	Southern Regional Office - I	Chennai	1
27	Chennai Exporters Branch	Chennai	1
28	Chennai Bank Business Branch	Chennai	1
29	CHENNAI SOUTH BRANCH	Chennai	1
30	Periamet Branch	Chennai	1
31	Coimbatore Branch	Coimbatore	1
32	Madurai Branch	Madurai	1
33	Salem Branch	Salem	1
34	Tirupur Bank Business Branch	Tirupur	1
35	Tirupur Exporter Business Branch	Tirupur	1
36	Karur Branch	Karur	1
37	Tuticorin Branch	Tuticorin	1
38	Eastern Regional Office	Kolkata	1

39	Kolkata Bank Business Branch	Kolkata	1
40	Kolkata Exporter Branch	Kolkata	1
41	Varanasi Branch	Varanasi	1
42	Raipur Branch Office	Raipur	1
43	Bhubhaneshwar Branch	Bhubaneswar	1
44	Guwahati Branch	Guwahati	0
45	Northern Regional office	New Delhi	1
46	Delhi Bank Business Branch	New Delhi	1
47	Delhi Large Exporter Branch	New Delhi	1
48	Delhi SME Branch	New Delhi	1
49	Faridabad Branch	Faridabad	1
50	Agra Branch	Agra	1
51	Gurgaon Branch	Gurgaon	1
52	Jaipur Branch	Jaipur	1
53	Jalandhar Branch	Jalandhar	1
54	Jodhpur Branch	Jodhpur	1
55	Kanpur Branch	Kanpur	1
56	West Delhi Branch	New Delhi	1
57	Ludhiana Branch	Ludhiana	1
58	Moradabad Branch	Moradabad	1
59	Panipat Branch	Panipat	1
60	Chandigarh Branch	Chandigarh	1
61	NOIDA Branch	Noida	1
62	Srinagar Branch	Delhi	0
63	Bank Business Branch, Mumbai	Mumbai	0
64	Project Export Branch	Mumbai	0
65	Large Exporter Branch	Mumbai	0
66	HO - Express Towers	Mumbai	0
67	HO - Nirmal	Mumbai	0
68	HO – IT	Mumbai	9
			66

Annexure - 2B

**CONVERTIBLE LAPTOP SCHEDULE- BRANCHES, REGIONAL & HEAD OFFICES
(For contact details of locations; please refer Annexure-1)**

Indicative quantity: 155

Across India - The Exact Location and Officer Name to be shared with Successful Bidder

Annexure - 2C

**IPAD SCHEDULE- HEAD OFFICE -Mumbai
(For contact details of locations; please refer Annexure-1)**

Indicative quantity: 10

The Exact Location and Officer Name to be shared with Successful Bidder

Annexure – 3 : Company Profile

	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 should not have been black listed by any Govt. Financial Institutions / Banks / Government / Semi-Government departments in India.	< A self-declaration by the Bidder on its letter head.>
18.	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.>
19.	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.>
20.	The Bidder should submit a certificate issued from OEM stating that the Bidder is an authorized entity to supply, install, commission, test and support the product at ECGC	<Please attach evidences, and use separate sheets as necessary>
21.	Bidder should produce an Authorization Letter in favour of ECGC with reference to this RFP assuring full guarantee and warranty obligations for a MINIMUM period of three - Five years from the date of PO	<Please attach evidences, and use separate sheets as necessary>

	released as per the specifications mentioned by ECGC	
--	--	--

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

Name :

Designation :

Contact No (Mobile)

Email Id

Annexure – 4 : 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 - 5 : 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 Supply of personal digital assistant (PDAs) ie. LAPTOP and IPAD with 3-5 years of comprehensive warranty along with buyback of old laptops at its various locations

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.

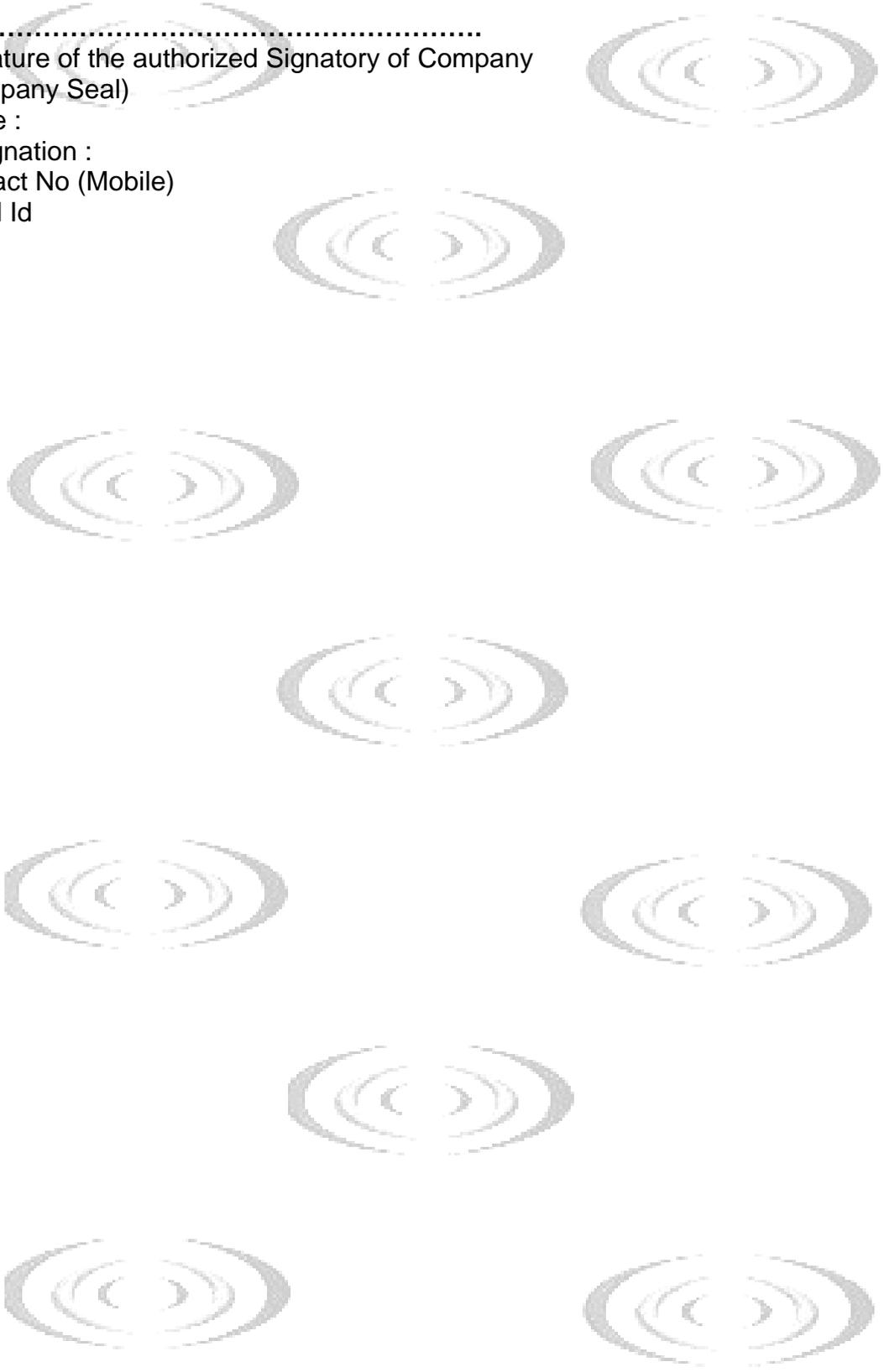
.....
Signature of the authorized Signatory of Company
(Company Seal)

Name :

Designation :

Contact No (Mobile)

Email Id



Annexure – 6 :DECLARATION FOR NON BLACKLISTING
(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 – 7 : Qualification Criteria for the Vendor

Sr. No.	Feature	Specification	Compliance (Yes / No)	Submitted Yes / No
1.	Market Leader	Must be in top 3 of leading report of PDAs India in last three quarters ending Nov 2019 on the basis of market share in commercial category for OEM to qualify in commercial PDAs.		
2.	Quotations from OEM / Authorised Business Partner	ECGC Prefers OEM to Quote Directly. In case of Business Partner quotes on behalf of the OEM, up to two Partners only are eligible to quote. Business Partner should submit Authorization Letter of the OEM while submitting the bids. The business partner shall be authorized service provider of OEM.		
3.	Business Partner	OEM can select only up to two Business Partners. However, Business Partner should quote only one OEM each for PDAs. Multiple Quotes not matching to this condition will lead to Disqualification of the Bid/Bidder.		
4.	OEM production unit	ISO 9001 and ISO 14001 Certified (Attach a Valid certificate)		
5.	Registration certificates	Bidders Company Profile and valid Shop & Establishment registration certificates.		
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.	Value of the supplies	Experience Should have carried out installation and configuration of similar PDAs either of the following scales in the past 3 years (ending March, 2019). Please note that the purchase orders must be for PDAs.		

		<p>Should have executed four orders of similar nature, each order not less than 40 lakhs.</p> <p>OR</p> <p>Should have executed two orders of similar nature, each order value not less than 75 lakhs.</p> <p>OR</p> <p>Should have executed one order of similar nature not less than 150 lakhs.</p>		
9.	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 - 6).		
10.	Model	Vendor is allowed to quote only one model one OEM (laptops mentioned in Annexure 10-A and 10-B shall be from same OEM) for the each specifications mentioned in Annexure - 10 (technical specification)		
11.	Support locations	List mentioning the locations of service/support center attached with the bid. Escalation matrix to be provided mapping all ECGC locations		
12.	Energy star certification	Energy star 6.0 and above certified (Attach a Valid certificate) and EPEAT Rating Certificate (Silver)		
13.	Spares Availability	The bidder should commit to supply the spares and maintain the firmware for 3 - 6 years from the date of last installation		
14.	Information Accessibility	Quoted product Brochure and specification sheets of the product to be available in public domain		
15.	Driver Support	Drivers should be available for download from OEM site for at least 6 years from the date of purchase order		

Note:

1. The nature of work expected against this supply i.e. Sr. No (8) mentioned above is 'Supply, installation, configuration & Commissioning of PDAs. Order Copies and work completion certificates to be appended.
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 – 8 : Letter of Commitment to delivery Lead time

Date:

To,

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

Dear Sir/Madam,

Subject: **Letter of Commitment to delivery and installation Lead time for RFP No.: ECGC/Tender-07/IT/12/2019**

We commit to the delivery and installation lead time as stated in Section -4.1.2.7 and 4.1.2.8 of the **RFP**.

Thank you.

Yours faithfully,

Signature of the Authorized person

Name:

Designation:

Phone No (Mobile):

Fax and Email Address:

Official Seal:

(This will be submitted in Envelope-1 and should be typed on the letterhead of the Company and must be signed by the Authorized Signatory of the Company/Lead Company of the Consortium)

Annexure – 9 : 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 3 - 5 years as per each specification given by ECGC.

Thank you.

Yours faithfully,

Signature of the Authorized person

Name:

Designation:

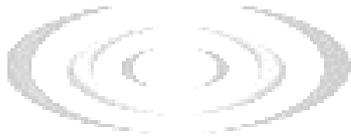
Phone No (Mobile):

Fax and Email Address:

Official Seal:

Annexure – 10A : Technical Bid

A.	Technical Specification of Laptop unit – (approx. Quantity : 66)	Compliance (Yes /No) Against each bullet point
	<ul style="list-style-type: none"> • Make - Vendor to Specify Make 	
	<ul style="list-style-type: none"> • Model - Vendor to Specify Model 	
	<ul style="list-style-type: none"> • Processor - Intel® Core i5 8265U / AMD Ryzen 5 3500 	
	<ul style="list-style-type: none"> • Chipset - Integrated with processor 	
	<ul style="list-style-type: none"> • Security - TPM; lock slot 	
	<ul style="list-style-type: none"> • Memory - 8 GB DDR4 2400 expandable to 32GB 	
	<ul style="list-style-type: none"> • Ports : • 2 x USB 3.0; 1 x USB 2.0; 1 x USB Type C • 1 HDMI port • 1 RJ-45 Port • 1 Headphone/Microphone combo • Bluetooth 4.0 or above 	
	<ul style="list-style-type: none"> • Display - 14" HD Display 	
	<ul style="list-style-type: none"> • Graphics - Intel® HD Graphics 	
	<ul style="list-style-type: none"> • Audio - Integrated speakers 	
	<ul style="list-style-type: none"> • Web Camera - HD webcam 	
	<ul style="list-style-type: none"> • Hard Disk Drive - 500 GB SSD 	
	<ul style="list-style-type: none"> • Wireless LAN/WAN - Inbuilt 802.11 ac dual band with Bluetooth 	
	<ul style="list-style-type: none"> • Battery - 3 cell 45WHr or above 	
	<ul style="list-style-type: none"> • Power Supply - 65W standard AC Adaptor 	
	<ul style="list-style-type: none"> • Keyboard - Standard keyboard with touchpad 	
	<ul style="list-style-type: none"> • Weight - Not more than 1.7 kg including battery 	
	<ul style="list-style-type: none"> • Operating System - Windows 10 Pro 64 bit 	
	<ul style="list-style-type: none"> • Support & Warranty – 3/5 Years comprehensive onsite warranty including accessories like battery and power adapter 	
	<ul style="list-style-type: none"> • Ruggedity - MIL STD 810G 	
	<ul style="list-style-type: none"> • Construction - Non-detachable with metal alloy/carbon fibre/ glass fibre 	



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

Name :

Designation :

Contact No (Mobile)

Email Id



Annexure – 10B: Technical Bid

B.	Technical Specification of Laptop unit (approx. Quantity : 156)	Compliance (Yes /No) Against each bullet point
1.	<ul style="list-style-type: none"> • Make - Vendor to Specify Make 	
2.	<ul style="list-style-type: none"> • Model - Vendor to Specify Model 	
3.	<ul style="list-style-type: none"> • Form Factor - Convertible (Screen can fold 360 degrees back) & keyboard non-detachable 	
4.	<ul style="list-style-type: none"> • Processor - 8th Generation Intel core i5 8265U Processor 	
5.	<ul style="list-style-type: none"> • Memory Capacity -8GB DDR4 2400 upgradable up to 32 GB DDR4 2400 	
6.	<ul style="list-style-type: none"> • Memory Type and speed -DDR4 2400 MHz or above 	
7.	<ul style="list-style-type: none"> • Storage Capacity -512 GB M.2 SSD Drive or above (in SSD only) 	
8.	<ul style="list-style-type: none"> • Display - 13.3 or 14” FHD IPS touchscreen, min 200 nits or more with Corning Gorilla Glass 5 	
9.	<ul style="list-style-type: none"> • Web camera - HD Webcam with shutter (onboard or accessory) with integrated mic 	
10.	<ul style="list-style-type: none"> • Ports -2 x USB C Thunderbolt, 2 x USB 3.1, 1 HDMI, 1 headphone and microphone combo, Bluetooth 5.0 	
11.	<ul style="list-style-type: none"> • SIM slot (4G LTE) 	
12.	<ul style="list-style-type: none"> • Wireless –802.11 ac dual band wifi adapter 	
13.	<ul style="list-style-type: none"> • Security - Touch ID fingerprint sensor 	
14.	<ul style="list-style-type: none"> • SD Card reader 	
15.	<ul style="list-style-type: none"> • Operating System -Win 10 Home/Home SL preloaded 	
16.	<ul style="list-style-type: none"> • Battery - Minimum 50WHr with min 6 Hours Battery Backup 	
17.	<ul style="list-style-type: none"> • Weight - Light weight; Not more than 1.4kg (Including Battery) 	
18.	<ul style="list-style-type: none"> • Keyboard & Touchpad -Spill resistant keyboard With Touchpad, backlit 	
19.	<ul style="list-style-type: none"> • Graphic Card - Inbuilt Integrated Graphics 	
20.	<ul style="list-style-type: none"> • Speakers - Integrated dual Speakers 	
21.	<ul style="list-style-type: none"> • Construction - Non-detachable with metal alloy/carbon fibre 	

22.	<ul style="list-style-type: none"> • Thickness - Under 18mm when closed 	
23.	<ul style="list-style-type: none"> • Ac Adapter - 65W power adapter – Non-heating 	
24.	<ul style="list-style-type: none"> • Sturdiness & Reliability -MIL-STD 810G Tested and passed 	< Attach certification >
25.	<ul style="list-style-type: none"> • Warranty - 3 Year Comprehensive Onsite Warranty For the Laptop along with Battery and adapter 	
26.	<ul style="list-style-type: none"> • Accessories - Touch Pen/ Stylus with precision writing, charger, bag 	
27.	<ul style="list-style-type: none"> • Open office, Antivirus for 3 years 	
28.	<ul style="list-style-type: none"> • Physical Damage protection for 3 years 	

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

Name :

Designation :

Contact No (Mobile)

Email Id

Annexure – 10C : Technical Bid

C.	Technical Specification of IPAD unit (approx. Quantity : 10)	Compliance (Yes /No) Against each bullet point
	<ul style="list-style-type: none"> • Apple iPad (max.10.2 inch, Wi-Fi + Cellular, 64 or 128GB) - prices for 128 GB 	<ul style="list-style-type: none"> •
	<ul style="list-style-type: none"> • Standard Accessories with magnetic flip cover, charger etc. 	<ul style="list-style-type: none"> •
	<ul style="list-style-type: none"> • standard Warranty for 1 year or more and 6 month for accessories 	<ul style="list-style-type: none"> •
	<ul style="list-style-type: none"> • Extended warranty price per year to be mentioned as separate line item to choose from. 	<ul style="list-style-type: none"> •

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

Annexure – 11: PROFORMA BANK GUARANTEE FOR PERFORMANCE

(On Non-Judicial stamp paper of value Rs.500/-)

IN CONSIDERATION OF ECGC LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at 10th Floor, Express Towers, Nariman Point, Mumbai 400021 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its Registered office at (hereinafter called the Contractor/ Supplier which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee,

1. We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... Rupees only) being 10% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.
2. We, Bank further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as guarantors may be entitled to.
3. We, Bank further agree that the amount demanded by the Purchaser as such shall be final and binding on the Bank as to the Bank's liability to pay and the amount demanded and the Bank undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor / Supplier

and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.
6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution
7. Notwithstanding anything contained herein above:
 - i. Our liability under this guarantee shall not exceed Rs.....
 - ii. This Bank Guarantee shall be valid upto and including; and
 - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (validity + ---weeks from the date of expiry of this guarantee).
8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this..... day of

For Bank



(by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Bank")

NOTE:-

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
2. If BG is not received directly from Bank then ECGC Ltd. shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by ECGC Ltd.



Annexure – 12: BIPARTITE AGREEMENT FOR IT PRODUCTS PROCUREMENT

This Agreement is made and executed on _____ between

1. ECGC LIMITED, a Company registered under the Indian Companies Act, 1956 having its registered office at 10TH Floor, Express Towers, Nariman Point, Mumbai-400021, Maharashtra, India (hereinafter referred to as "**ECGC**" which expression shall, unless repugnant to the subject or context or meaning thereof, be deemed to include its successors and assignees),
2. -----(Name of OEM) having its registered office at (_____) (hereinafter referred to as "OEM" which expression shall include unless repugnant to the subject or context or meaning thereof be deemed to include its successors and assignees)
(_____ Bidder Name _____), having its registered Office at -----
-----through Shri /Smt.-----Authorised signatory (hereinafter referred to as "Bidder" which expression shall, unless repugnant to the subject or context or meaning thereof, be deemed to include its successors and assignees)

WHEREAS **ECGC** floated Tender No. -----dated ----- for -----

Whereas **OEM** has nominated Bidder, its Business partner /Authorised distributor , for participating in the Tender No.-----on behalf of the **OEM**.

And Whereas the **Bidder** has become the successful bidder(s) in the said Tender No. -----
----- dated.....

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Based on nomination of the **Bidder** by **OEM**, ECGC has allowed the **Bidder** to participate in the Tender No. -----dated-----.
2. **Bidder** being successful in the said Tender was issued with Purchase Order no. -----
-----dated ----- for supply, install, commissioning of (_____ Items _____) of the product as per the terms and conditions of the Tender No.-----.
3. **OEM** agrees to provide Onsite Service Support to ECGC either directly or through **Bidder** as per the Terms and Conditions of the Tender for successful completion of the said Purchase Order no. -----dated-----.

In Witness whereof, the parties hereto have set and subscribed their respective hands on the day and year first hereinabove written.

Signature.

Signature.

Signature.

(Shri _____)
Authorised signatory
(OEM)

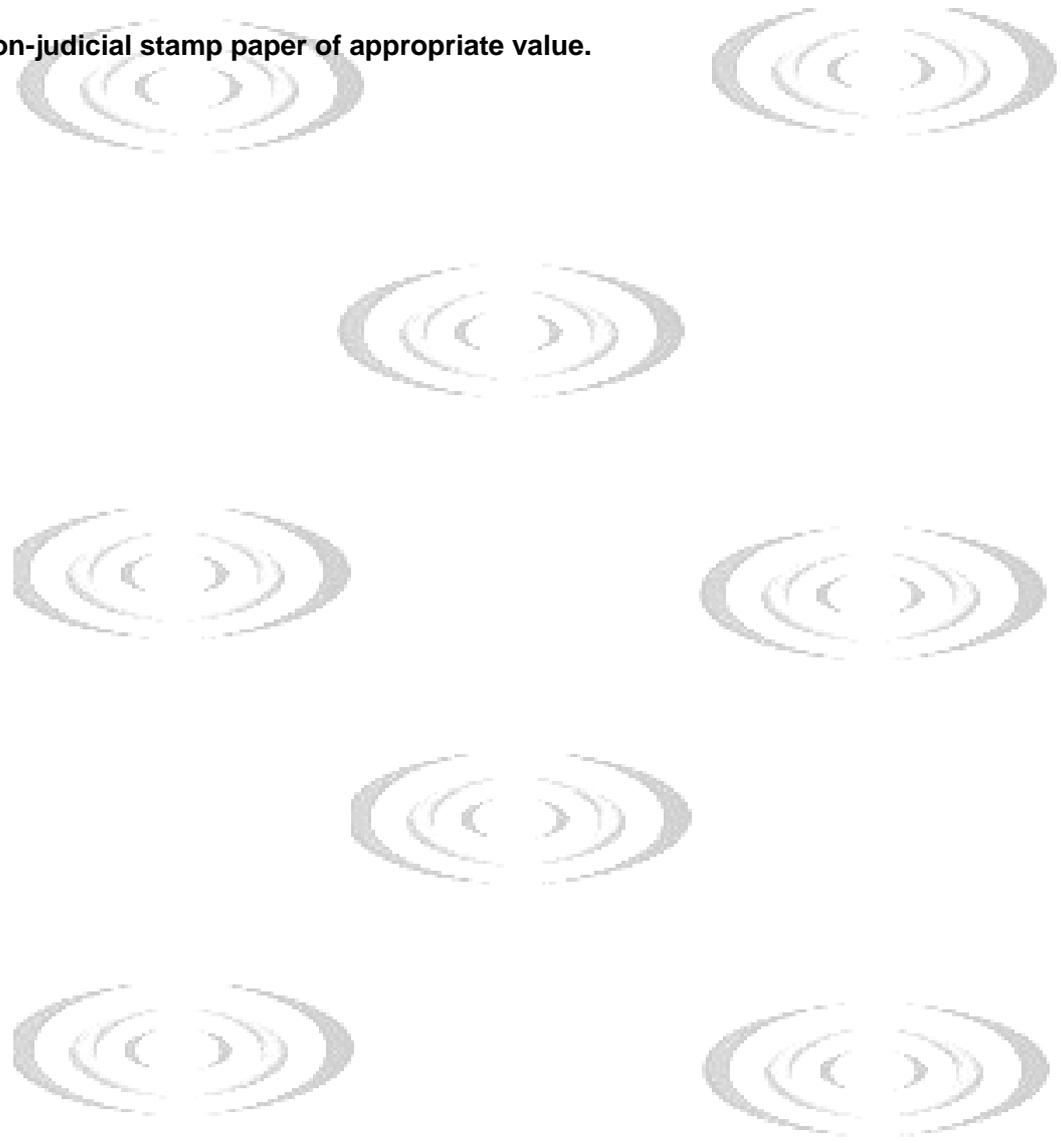
(Shri _____)
Authorised signatory
(Bidder)

(Shri _____)
Authorised signatory
(ECGC)

Place and Date

In the presence of : Names/addresses/signatures.

***In non-judicial stamp paper of appropriate value.**



Annexure – 13 : Price Bid

(Must be submitted in the **3rd sealed envelope** as mentioned above)

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

EMAIL: _____ WEB SITE: _____

Cost of Items:

Table : Cost of PDAs (including installation and service scope)

Sr. No	Item/ Description	Brand Name	Model Number	Approx. Quantity	Unit Price (exclusive of Tax)	Tax per unit	Unit Price (inclusive of Tax)	Total Price (Inclusive of Tax)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = (4)*(7)	
1	Laptops as per Annexure 10 - A with 5 years warranty			57				
2	Laptops as per Annexure 10 - A with 3 years warranty			8				
3	Convertible Laptops as per Annexure 10 – B with 3 years warranty			156				
4	IPADs as per Annexure 10 – C – 128 GB (warranty 1 + 1)			10				
5	Extended warranty Price for IPAD per year (max 3 years including 1 year standard warranty)			-				-
Total								

Buyback Price:

	Approx Quantity : 50	Indicative list Brand-Model	Purchase Date	Buyback price (Per unit)	GST extra
1.	Buyback price for working laptop	Sony Vaio (VPCEB3AGG/B1/ VPCEH2BGN/B1/ VPCEB34EN/BIIN5/ SVE14116GNB/ SVE14117GNB)	Sep -2011 Feb 2012 July 2013		
		HP 240 G3	July 2015		
2.	Buyback price for non-working laptop	Same as above			

Terms and Conditions:

- 1) The above quoted fee is inclusive of all expenses excluding taxes.
- 2) Bidder undertake to deliver all the deliverables as envisaged in the proposal / agreement and complete the assignment within the time frame stipulated in the RFP document.
- 3) ECGC Ltd will deduct tax (TDS) while releasing payment, if applicable as per the provisions of Income Tax Act, and all other applicable taxes, levies, cess etc.
- 4) ECGC reserves the right to negotiate and change the milestones / payment schedule with the successful bidder.
- 5) Bidder may quote either one or all categories of PDA. L1 will be identified category wise.

Signature of the Authorized Signatory of Company

Name:

Designation:

Contact no. (Mobile):

Email Id:

Company Seal:

Annexure – 14: Queries Format

Sr No	Bidder Name	Page No(tender Ref)	Clause (tender Ref)	Description in the tender (tender Ref)	Query
1					
2					

Note: The queries may be communicated only through the e-mail id provided, it@ecgc.in. Responses of queries will be uploaded on ECGC website or emailed to concerned bidder. No queries will be accepted on telephone or through any means other than e-mail. The queries shall be sent in .xls/.xlsx format in the above mentioned proforma.

Annexure – 15: Format for Letter of Authorization

(To be submitted on the Bidder's letter head)

To

The Deputy General Manager (Information Technology)
ECGC Ltd
Information Technology Division,
The Metropolitan,
7th Floor, C-26/27,
E Block, Bandra-Kurla Complex,
Mumbai-400051.

**Letter Of Authorisation For Attending Bid Opening for Tender Ref:
ECGC/Tender-07/IT/12/2019-20**

The following persons are hereby authorized to attend the bid opening on _____(date) in the tender for **“Supply of personal digital assistant (PDAs) ie. LAPTOP and IPAD with 3-5 years of comprehensive warranty along with buyback of old laptops at its various locations”** on behalf of M/S _____ (Name of the Bidder) in the order of preference given below:

Order of Preference Name Designation Specimen Signature

I

II

(Authorized Signatory of the Bidder)

Date _____

(Company Seal)

1. Maximum of two persons can be authorized for attending the bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not submitted.

Annexure - 16 : Non-Disclosure Agreement Format

This confidentiality and non-disclosure agreement is made on the.....day of....., 20..... BETWEEN (Bidder), (hereinafter to be referred to as “-----”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns a company incorporated under the Companies Act, 1956 and having its principal office at(address).

AND ECGC LIMITED (hereinafter to be called “ECGC”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns having its Registered Office at(address) on the following terms and conditions:

WHEREAS, in the course of the business relationship between the aforesaid parties, both the parties acknowledge that either party may have access to or have disclosed any information, which is of a confidential nature, through any mode and recognize that there is a need to disclose to one another such confidential information, of each party to be used only for the Business Purpose and to fulfill the requirements of ERM and to protect such confidential information from unauthorized use and disclosure;

NOW THEREFORE, in consideration of the mutual promises contained herein, the adequacy and sufficiency of which consideration is hereby acknowledged and agreed, the parties hereby agree as follows:—

This Agreement shall apply to all confidential and proprietary information disclosed by one party to the other party, including information included in the caption ‘Definitions’ of this Agreement and other information which the disclosing party identifies in writing or otherwise as confidential by the disclosing party to the receiving party. (“Confidential Information”). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, electronically or through visual observation or by any other means to one party (the receiving party) by the other party (the disclosing party).

1. Definitions

- (a) CONFIDENTIAL INFORMATION means all the information of the Disclosing Party which is disclosed to the Receiving party pursuant to the business arrangement whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, inventions, techniques, processes, plans, algorithms, software programs, source code, semiconductor designs, schematic designs, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, inventions, methodologies, technologies, employees,

subcontractors, the contents of any and all agreements, subscription lists, customer lists, photo files, advertising materials, contract quotations, charity contracts, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, Scientists, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives, Proposal Forms, Claim-forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defences taken before a Court of Law, Judicial Forum, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Disclosing Party.

The above definition of Confidential Information applies to both parties equally; however in addition, without limitation, where the Disclosing Party is the ECGC, no information that is exempted from disclosure under section 8 or any other provision of Right to Information Act, 2005 shall at any time be disclosed by the Receiving Party to any third party.

- (b) MATERIALS means including without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to the Receiving Party by the Disclosing Party and any tangible embodiments of the Disclosing Party's Confidential Information created by the Receiving Party.

2. Covenant Not To Disclose

The Receiving Party will use the Disclosing Party's Confidential Information solely to fulfill its obligations as part of and in furtherance of the actual or potential business relationship with the Disclosing Party. The Receiving Party shall not use the Confidential Information in any way that is directly or indirectly detrimental to the Disclosing Party or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party. The Receiving Party shall not disclose any Confidential Information to any person except to its employees, authorized agents, consultants and contractors, on a need to know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms as restrictive as those specified in this Agreement.

In this regard, any agreement entered into between the Receiving Party and any such person/s shall be forwarded to the Disclosing Party promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the Receiving Party

shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. The Receiving party shall use the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information, and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. In no event shall the Receiving Party take all reasonable measures that are lesser than the measures it uses for its own information of similar type. The Receiving Party and its Representatives will immediately notify the Disclosing Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. In particular, the Receiving Party will immediately give notice in writing to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Confidential Information.

The Receiving Party and its Representatives shall not disclose to any person including, without limitation any corporation, sovereign, partnership, company, Association of Persons, entity or individual-

- (i) the fact that any investigations , discussions or negotiations are taking place concerning the actual or potential business relationship between the parties,
- (ii) that it has requested or received Confidential Information, or
- (iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

This confidentiality obligation shall not apply only to the extent that the Receiving Party can demonstrate that:

- (a) the Confidential Information of the Disclosing Party is, or properly became, at the time of disclosure, part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement; or
- (b) was rightfully acquired by the Receiving Party or its Representatives prior to disclosure by the Disclosing Party;
- (c) was independently developed by Receiving Party or its Representatives without reference to the Confidential Information; or
- (d) the Confidential Information of the Disclosing Party is required to be disclosed by a Government agency, is the subject of a subpoena or other legal or demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt written notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order prior to such disclosure.
- (e) is disclosed with the prior consent of or was duly authorized in writing by the disclosing party.

3. Return of the Materials

Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information received as Confidential Information or shall certify to the disclosing party that all media containing such Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

4. Ownership of Confidential Information

The Disclosing Party shall be deemed to be the owner of all Confidential Information disclosed by it or its agents to the Receiving Party or its agents hereunder, including without limitation all patents, copyright, trademark, service mark, trade secret and other proprietary rights and interests therein, and Receiving Party acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise in or to any Confidential Information. Confidential Information is provided "as is" with all faults.

By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right.

In no event shall the Disclosing Party be liable for the accuracy or completeness of the Confidential Information. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Non-Disclosure Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

5. Remedies for Breach of Confidentiality

1. The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the disclosing party (or its licensors or agents) and that any unauthorized disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in an irreparable harm and significant injury and damage to the Disclosing Party which may be difficult to ascertain and not be adequately compensable in terms of monetary damages. The Disclosing Party will have no adequate remedy at law thereof, and that the Disclosing Party may, in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent or mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Disclosing Party against, or on account of, any breach by the Receiving Party of the provisions contained herein, and the

Receiving Party agrees to reimburse the reasonable legal fees and other costs incurred by Disclosing Party in enforcing the provisions of this Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party.

2. The Receiving Party agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential Information shall, in addition to the remedies mentioned above, make the Receiving Party criminally liable for Breach of Trust under section 405 of the Indian Penal Code.

6. Term

This Agreement shall be effective on the first date written above and shall continue in full force and effect at all times thereafter. This Agreement shall however apply to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to, as well as after the effective date hereof. The Receiving Party acknowledges and agrees that the termination of any agreement and relationship with the Disclosing Party shall not in any way affect the obligations of the Receiving Party in not disclosing of Confidential Information of the Disclosing Party set forth herein. The obligation of non-disclosure of Confidential Information shall bind the parties, and also their successors, nominees and assignees, perpetually.

7. Governing Law & Jurisdiction

This Agreement shall be governed by and construed with solely in accordance with the laws of India in every particular, including formation and interpretation without regard to its conflicts of law provisions. Any proceedings arising out of or in connection with this Agreement shall be brought only before the Courts of competent jurisdiction in Mumbai.

8. Entire Agreement

This Agreement sets forth the understanding between the parties as to the subject-matter of this Agreement and supersedes all prior representations, discussions, and negotiations whether oral or written or electronic. This Agreement may be amended or supplemented only in writing that is signed by duly authorized representatives of both parties.

9. Waiver

No term or provision hereof will be considered waived by either party and no breach excused by the Disclosing Party, unless such waiver or consent is in writing signed by or on behalf of duly Constituted Attorney of the Disclosing Party. No consent or waiver whether express or implied of a breach by the Disclosing Party will constitute consent to the waiver of or excuse of any other or different or subsequent breach by the Receiving Party.

Annexure – 17 : Undertaking to ensure standards of integrity

We hereby agree and undertake that we have not directly or through any other person or firm offered, promised or given nor shall we offer, promise or give, to any employee of ECGC involved in the processing and/or approval of our Request for Proposal or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in exchange advantage of any kind whatsoever, before or during or after the processing and/or approval of our Request for Proposal."