

**Open Tender in Two Bid System  
For  
Supply, Installation, Commissioning & Testing of  
Syslog Server in HA mode with one year  
warranty and two years AMC support at  
CONCOR's Central Site at ICD / TKD, New Delhi.**



**Tender No. CON/IT/71826/22/01**

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

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

Phone No. : 011-41222500

## **CONTENTS**

Section I	: Letter to Bidders
Section II	: Invitation for Bids for Open Tender in Two Bid System For Supply, Installation, Commissioning & Testing of Syslog Server in HA mode with one year warranty and two years AMC support at CONCOR's Central Site at ICD / TKD, New Delhi.
Section III	: Instructions to Bidders
Section IV	: General Conditions of Contract
Section V	: Special Conditions of Contract
Section VI	: Technical Scope of Work
Section VII	: Bid Form and Price Schedules
Section VIII	: Contract Form
Section IX	: Performance Security Form
Section X	: Format of Solvency Certificate
Section XI	: Integrity Pact
Section XII	: Affidavit
Section XIII	Power of Attorney

## Tender Notice (E-TENDERING MODE ONLY)

Online Open Tender in Two Bid System for Supply, Installation, Commissioning & Testing of Syslog Server in HA mode with one year warranty and two years AMC support at CONCOR's Central Site at ICD / TKD, New Delhi.

1. The bid document can only be downloaded from the website([www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL)) and the intending bidders should submit the document sale price of Rs. 1,000/-inclusive of all taxes and duties through e-payment at the time of making online request.
2. Complete tender papers duly accompanied with requisite EMD shall be received online as per date and time mentioned below and may be opened in presence of the bidders or their authorized representatives.

### **Tender Data Sheet:**

Tender No.	CON/IT/71826/22/01
Name of Work	Open Tender in Two Bid System for Supply, Installation, Commissioning & Testing of Syslog Server in HA mode with one year warranty and two years AMC support at CONCOR's Central Site at ICD / TKD, New Delhi.
Estimated Cost	₹ 1,91,41,186/- (including tax)
Completion Period	90 Days (period for Supply, Installation, Testing, Commissioning, acceptance and one-month successful run), One year warranty and two years AMC Support after acceptance of the System.
Earnest Money Deposit	₹ 3,82,825.00/- (₹Three Lac Eighty Two Thousand Eight Hundred Twenty Five only) through e-payment. *MSME exemption on EMD.
Performance Bank Guarantee	3% of total awarded contract value
Cost of Document	₹ 1,000.00/-inclusive of all taxes and duties through e-payment.
Tender Processing Fee	₹ 4,000.00/-plus taxes as applicable. (Non-refundable) through e-payment.
Date of Sale (Online)	From 06/12/2022 1100 hrs. to 27/12/2022 (up-to 1700 hrs.)
Date & Time of submission of tender	28/12/2022 up to 1700 hrs.
Date & Time of opening of tender	29/12/2022 at 1130 hrs.
Minimum annual turnover	The average annual turnover of the bidder during the last three financial years (i.e. 2019-20, 2020-21 & 2021-22) should not be less than ₹ 42,53,597/- (Rupees Forty Two Lac Fifty Three Thousand Five Hundred Ninety Seven Only). The information shall be supported by the copy of Chartered Accountant's certificate and copy of Balance sheet ( <u>Audited for 2019-20 &amp; 2020-21 and Audited / Unaudited for 2021-22</u> ).
Experience with respect to similar nature works	The minimum amount of single work of the similar nature should be amounting to ₹ 1,27,60,790/- or works of similar nature amounting to ₹ 1,91,41,186/- during last three years prior to the

	<p>date of tender opening.</p> <p>The similar nature of work would include order for High end Servers, Storage (Supply / Installation / Testing / Commissioning) for data center and order for support (for round the clock AMC's / on-site support / support).</p> <p>The above-mentioned details should be supported by copies of Purchase orders <u>in the name of bidder</u> along with the completion certificate. The completion of the submitted similar works should be on or before the opening of the current tender.</p>
Manufacturer Authorization Form	<p>The bidder should be a total solution provider and should have direct tie-up with OEMs for providing necessary support.</p> <p>The bidder should submit authorization certificate from the OEMs authorizing them to bid for this tender/ requirement for CONCOR along with the technical bid.</p>
Support Offices	<p>The bidder should have support office in Delhi/NCR to provide necessary support.</p>

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

This tender notice is also available on the web site [www.concorindia.com](http://www.concorindia.com). The bid document can also be downloaded from the website ([www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL)). However, the intending bidders should submit the document sale price of ₹ 1,000.00/- through e-payment at the time of making online request.

EMD is to be paid through e-payment and the receipt of the same should be scanned and uploaded in the etendering website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL).

To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charge of INR 1200/- plus taxes as applicable to M/s. ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of downloading/ submission of bid.

The detailed tender document can be viewed from the website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) from 06/12/2022 1100 hrs. to 27/12/2022 (up-to 1700 hrs.).

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

**Note:**

1. Tender Document/sets shall be provided free of cost to Micro & Small enterprises (MSE's) registered with the listed agencies or having Udyog Aadhar Memorandum.

2. MSEs registered with the agencies mentioned below or having Udyog Aadhar Memorandum will have to submit relevant document in support of their MSE status.
3. MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

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

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

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

5. The bidder shall submit UAM Certificate and MSME status as per the latest guidelines issued by Ministry of Micro, Small and Medium Enterprises.
6. **In terms of orders for Public Procurement (Performance to Make in India) the minimum local content shall be min. 50% for 'Class-I local supplier, min. 20% &<50% for 'Class-II, local suppliers &<20% for 'Non-local supplier and the margin of purchase preference shall be 20%. The detailed procedure for preference to Make in India is specified in Clause 16 of Section-III.**

\*\*\*

**Tender Letter**To,  
.....  
.....  
.....

**Name of work:** Online Open Tender in Two Bid System for Supply, Installation, Commissioning & Testing of Syslog Server in HA mode with one year warranty and two years AMC support at CONCOR's Central Site at ICD / TKD, New Delhi.

Dear Sir,

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

Section I	:	Letter to Bidders
Section II	:	Invitation of Bids for Open Tender in Two Bid System for Supply, Installation, Commissioning & Testing of Syslog Server in HA mode with one year warranty and two years AMC support at CONCOR's Central Site at ICD / TKD, New Delhi.
Section III	:	Instructions to Bidders
Section IV	:	General Conditions of Contract
Section V	:	Special Conditions of Contract
Section VI	:	Scope of Work
Section VII	:	Bid Form and Price Schedules
Section VIII	:	Contract Form
Section IX	:	Performance Security Form
Section X	:	Format of Solvency Certificate
Section XI	:	Integrity Pact
Section XII	:	Affidavit
Section XIII	:	Power of Attorney

Your offer in e-tendering mode is invited as per date, time and other instructions indicated below. You are requested to pursue the instructions contained in the above documents and submit your tender on the due date and time as mentioned in the tender notice duly signed on each page along with requisite credentials through e-tendering mode only in the website

[www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL). No other mode is acceptable. Early responses will be highly appreciated. Interested vendors may please note that there will not be any extension of date.

## 2. Tender/Bid

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

- i) Details of tie ups with respective Hardware /software OEMs as mentioned in pre-qualification criteria.
- ii) Details of support offices of bidder within Delhi/NCR region.
- iii) Attested copies of sole proprietorship/ partnership deed/ memorandum and Article of Association along with details pertaining to place of registration, principal place of business of the firm, etc.
- iv) Attested Copy of power of attorney on non-judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer.
- v) Earnest Money of ₹ 3,82,825/- in proper format as mentioned in para 3 of Section III. EMD to be paid through e-payment and the receipt of the same should be scanned and uploaded in the e-tendering website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL). EMD will be exempted for MSEs (details mentioned in Section-III clause 15). Please submit cancelled cheque copy for remittance of EMD release.
- vi) Document in support of financial stability e.g. Balance sheets with profit and loss account for the last three years. present capital (authorized and issued and paid up), financial arrangement proposed viz. own resources/ bank credit etc., current assets, current liabilities, working capital and net worth, banker certificate regarding solvency, etc. (Note: Give full details for each).
- vii) The tenderer should submit a latest valid solvency certificate from a Scheduled bank as per the format enclosed at Section-X
- viii) Affidavit enclosed in tender to be submitted by bidder along with technical bid for documents submitted by bidder.
- ix) Tender Document duly read and signed on all pages.
- x) Compliance to the technical specifications along with offered make/model
- xi) Compliance to Scope of Work along with any deviations or exceptions if at all.
- xii) Escalation matrix along with email ids & contact number of all levels of escalation.
- xiii) For MSE's, the proof/copy of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME dated 23.03.12 and terminal validity date of their registration or having Udyog Aadhar Memorandum.

- xiv) Bidder should submit Manufacturer`s Authorization Certificate along with the declaration from the OEMs that their respective equipment`s support shall be provide by them till the end of the contract period.
- xv) The details of the proposed onsite resource(s) to be deputed at site for daily monitoring of the proposed system. The curriculum vita of the resource(s) may kindly be submitted.
- xvi) Submission of Integrity Pact as per Section XI
- xvii) Any other information which the contractor may like to submit in support of his capabilities, etc

### 3. Financial Bid

The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The Financial bid should be saved and dully filled up and uploaded to the e-tendering site using Digital Signature for signing the documents.

### 4. General

- 4.1 All bids must be submitted through e-tendering website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL)
- 4.2 The Tender No. CON/IT/71826/22/01 given above and subject must appear on all correspondence and documents.
- 4.3 The tender shall be on sale (Online) from 06/12/2022 1100 hrs. to 27/12/2022 (up-to 1700 hrs.)
- 4.4 All bids in e-bid cover must be submitted through e-tendering mode only, not later than 1700 hrs on 28/12/2022.
- 5. All the bids received shall be opened on the date and time mentioned in the Tender Notice. 'Financial Bid' of technically qualified bidders shall be opened on a subsequent date through online process of e-tendering, which will be notified to such bidders
- 5.1 The sequence of opening shall be as follows:
  - (i) Earnest Money Deposit
  - (ii) Technical Bid
  - (iii) Financial Bid
- 6. Period of completion of the entire work is 90 Days as per Tender Data Sheet clause from the date of issue of Purchase Order. The Contract shall start from the date of the acceptance of the system by CONCOR.
- 7. Bidders are requested to peruse the "Instructions to Bidders" and all other terms in the tender document and submit their proposal duly sealed.
- 8. Container Corporation of India Ltd. reserves the right to accept or reject any or all the tenders in part or full irrespective of their being lowest, without assigning any reasons.



9. The offer should be submitted in the e-tendering website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) through e-tendering mode containing two separate e-bids viz. **Technical bid and Financial bid**.
10. Earnest Money Deposit (EMD) of ₹ 3,82,825/- to be paid through e-payment and the receipt of the same should be scanned and uploaded in the e-tendering website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL). EMD will be exempted for Micro & Small Enterprises (MSEs) (details mentioned in Section-III clause 15).
11. Bidders are requested to peruse the minimum qualifying criteria to be fulfilled by bidders for their eligibility to participate in the tender. The details of minimum qualifying criteria are indicated in "Annexure – A"

**Note:**

1. Fax /Telex and incomplete offers will be rejected. Container Corporation of India Ltd. reserves the right to accept or reject any or all bids received at their absolute discretion without assigning any reasons whatsoever.
2. It is brought to the notice of bidders that their tender will not be considered if they fail to fulfill the minimum eligibility criteria.
3. It is brought to the notice of MSEs bidders that their offer will not be liable for consideration if they fail to provide proof of their being MSE Registered with any of the agencies mentioned in the notification of Ministry of MSME and the terminal validity date of their registration.

Yours sincerely,

Executive Director (P&S)/A-II

## **Annexure –A**

### **Minimum Qualifying Criteria for eligibility of the Tenderers**

1. The average annual turnover of the bidder during the last three financial years (i.e. 2019-20, 2020-21 & 2021-22) should not be less than ₹ 42,53,597/- (Rupees Forty Two Lac Fifty Three Thousand Five Hundred Ninety Seven Only). The information shall be supported by the copy of Chartered Accountant's certificate and copy of Balance sheet (Audited for 2019-20 & 2020-21 and Audited / Unaudited for 2021-22.
2. The minimum amount of single work of the similar nature should be amounting to ₹ 1,27,60,790/- or works of similar nature amounting to ₹ 1,91,41,186/- during last three years prior to the date of tender opening.

The similar nature of work would include order for Hight end Servers, Storage (Supply / Installation / Testing / Commissioning) for data center and order for support (for round the clock AMC's / on-site support / support).

The above-mentioned details should be supported by copies of Purchase orders in the name of bidder along with the completion certificate. The completion of the submitted similar works should be on or before the opening of the current tender.

3. The bidder should be a total solution provider and should have direct tie-up with OEMs for providing necessary support.

The bidder should submit authorization certificate from the OEMs authorizing them to bid for this tender/ requirement for CONCOR along with the technical bid.

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

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

**This tender notice is also available on the web site [www.concorindia.com](http://www.concorindia.com). The bid document can also be downloaded from the website ([www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL)). However, the intending**

**Earnest Money Deposit (EMD) of ₹ 3,82,825 to be paid through e-payment and the receipt of the same should be scanned and uploaded in the e-tendering website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL)." EMD will be exempted for Micro & Small Enterprises (MSEs) (details mentioned in Section-III clause 15).**

**Note: Tenderers may please note that only fulfilling the minimum eligibility criteria does not qualify them for opening of their financial bid. However, in case if tenderers who do not fulfill the above requirement (*As per Clause 2 of Section-I*), their tenders are liable for rejection.**

---

**INVITATION FOR BID**  
**(Only through e-tendering mode)**

**Tender No. CON/IT/71826/22/01**

Title : Open Tender in Two Bid System for Supply, Installation, Commissioning & Testing of Syslog Server in HA mode with one year warranty and two years AMC support at CONCOR's Central Site at ICD / TKD, New Delhi.

1. Container Corporation of India Ltd. Invites online bids for the Open Tender in Two Bid System for Supply, Installation, Commissioning & Testing of Syslog Server in HA mode with one year warranty and two years AMC support at CONCOR's Central Site at ICD / TKD, New Delhi.

**2. Details of Bid :**

- a) Bid Reference : CON/IT/71826/22/01
- b) Last Date and Time of receipt of bid : 28/12/2022 upto 1700 hrs.
- c) Date and Time for opening of the bid : 29/12/2022 at 1130 Hrs.
- d) Place of opening of bid : Container Corporation of India Ltd  
3<sup>rd</sup> Floor, NSIC, MDBP Building,  
Okhla Industrial Estate, Phase-III,  
New Delhi-110020
- e) Address for Communication : Executive Director (P&S)/A-II  
Container Corporation of India Ltd  
3<sup>rd</sup> Floor, NSIC, MDBP Building,  
Okhla Industrial Estate, Phase-III,  
New Delhi-110020

**3. Bidding Procedure**

All bids must be submitted through e-tendering mode in the website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL). No other mode is acceptable.

- a) Earnest Money Deposit (EMD) of ₹ 3,82,825/ to be paid through e-payment and the receipt of the same should be scanned and uploaded in the e-tendering website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL). EMD is exempted for Micro & Small Enterprises (MSEs).
- b) Bids not accompanied by EMD will be rejected. EMD is exempted for Micro & Small Enterprises (MSEs).
- c) No interest shall be paid on EMD.

- d) Bidders should quote for all the items given in the technical scope of work of the tender. In case of incomplete bid or deviation from the specifications the offer is liable to be rejected.

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

**4. Documents to be submitted along with Technical Bid are mentioned below. However, in case if tenderers who do not fulfill the below given requirement or in case of non-submission of any of the below mandatory documents, their tenders are liable for rejection:**

- i) Details of tie ups with respective Hardware /software OEMs as mentioned in pre-qualification criteria.
- ii) Details of support offices of bidder within Delhi/NCR region.
- iii) Attested copies of sole proprietorship/ partnership deed/ memorandum and Article of Association along with details pertaining to place of registration, principal place of business of the firm, etc.
- iv) Attested Copy of power of attorney on non-judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer.
- v) Earnest Money of ₹ 3,82,825/- in proper format as mentioned in para 3 of Section III. EMD to be paid through e-payment and the receipt of the same should be scanned and uploaded in the e-tendering website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL). EMD will be exempted for MSEs (details mentioned in Section-III clause 15). Please submit cancelled cheque copy for remittance of EMD release.
- vi) Document in support of financial stability e.g. Balance sheets with profit and loss account for the last three years. present capital (authorized and issued and paid up), financial arrangement proposed viz. own resources/ bank credit etc., current assets, current liabilities, working capital and net worth, banker certificate regarding solvency, etc. (Note: Give full details for each).
- vii) The tenderer should submit a latest valid solvency certificate from a Scheduled bank as per the format enclosed at Section-X
- viii) Affidavit enclosed in tender to be submitted by bidder along with technical bid for documents submitted by bidder.
- ix) Tender Document duly read and signed on all pages.
- x) Compliance to the technical specifications along with offered make/model
- xi) Compliance to Scope of Work along with any deviations or exceptions if at all.
- xii) Escalation matrix along with email ids & contact number of all levels of escalation.

- xiii) For MSE's, the proof/copy of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME dated 23.03.12 and terminal validity date of their registration or having Udyog Aadhar Memorandum.
- xiv) Bidder should submit Manufacturer's Authorization Certificate along with the declaration from the OEMs that their respective equipment's support shall be provide by them till the end of the contract period.
- xv) The details of the proposed onsite resource(s) to be deputed at site for daily monitoring of the proposed system. The curriculum vita of the resource(s) may kindly be submitted.
- xvi) Submission of Integrity Pact as per Section XI
- xvii) Any other information which the contractor may like to submit in support of his capabilities, etc

NOTE: The above documents should be scanned and uploaded in the e-tendering website at the time of online tender submission.

\*\*\*

---

**INSTRUCTIONS TO BIDDERS****1. Content of Bidding Documents :**

- 1.1. The bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- a) Instruction to bidders.
  - b) General Conditions of Contract.
  - c) Special Conditions of Contract.
  - d) Technical Specifications and Scope of Work
  - e) Bid form and price schedules.
  - f) Contract Form.
  - g) Performance security form
  - h) Solvency certificate form
  - i) Integrity Pact
  - j) Affidavit

**2. Technical Bid / Financial Bid:**

- a) Bidders desirous to submit their bids document downloaded through have to give an undertaking that the contents of the bidding documents have not been altered or modified and no page is missing. In case of any discrepancies between the downloaded version and the original version of bid document on sale/ put on website, the later shall prevail. Affidavit enclosed in Tender to be submitted by bidder along with technical bid for documents submitted by bidder.
- b) Bidder shall quote for the entire package on a single responsibility basis for the goods and services it proposes to supply under the Contract on turnkey basis.
- c) The price schedule should include:  
The price of goods & services at site should be inclusive of all duties and sales and other taxes.
- d) The offer should be submitted through e-tendering mode in the website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) containing two separate e-bids viz. **Technical bid and Financial bid**.
- e) Deviations from the specifications should be clearly brought out in the Bid.
- f) No taxes will be paid separately. Modification in duties/tax rates will not be considered at any stage.

**3. EMD (Exempted for Micro & Small Enterprises):**

- I. The Bidder shall furnish as part of its bid, EMD to the amount of ₹ 3,82,825/- through e-payment and the receipt of the same should be scanned and uploaded in the e-tendering website [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) at the time of online tender submission.
- II. Unsuccessful bidder's EMD will be discharged / returned after the finalization of tender without any interest.

- III. The successful bidder's EMD will be discharged upon the bidder's signing the Contract and furnishing the performance security.
- IV. The EMD may be forfeited :
  - a. If a Bidder withdraws his bid during the period of bid validity specified by the bidder.
  - b. In case of a successful bidder, if the bidder fails to sign the Contract or to furnish performance security.
- V. Bids not accompanied by EMD will be rejected.
- VI. No interest shall be paid on EMD.

#### **4. Period of validity of bid:**

The tenderer shall keep his offer valid for 180 days from the date of the opening of the tender, unless extended further with mutual consent.

#### **5. Submission of Bids:**

- a) All offers shall be made available as specified in the technical specifications and should be digitally signed by the authorized signatory of the firm on all the pages of the Tender Document. A certified copy of Power of Attorney for signing the bid shall accompany the bid document.
- b) All prices and other information in this regard having a bearing on the price shall be filled in the prescribed offer format.
- c) The bid should be submitted in the prescribed bid form given in Tender of this document. All columns of the form should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. All relevant product literature must be enclosed with the bid.
- d) Bids submitted after the specified time of opening will be considered as late bids and will be rejected.
- e) No bid may be modified subsequent to the deadline for submission.
- f) Bidders shall furnish clause by clause commentary on all clauses of Bid Document including Technical Scope of Work.

#### **6. Last date for receipt of bids:**

All bids must be submitted through e-tendering mode only on or before 28/12/2022 upto 1700 hrs. as per Section-II. Early responses will be highly appreciated. Interested vendors may please note that there will not be any extension of date.

#### **7. Opening of Bids:**

All the bids received shall be opened on the date and time mentioned above in the tender notice. 'Financial Bid' of the technically qualified bidders shall be opened on a subsequent date through online process of e-tendering, which will be notified to such bidders.

7.1 The sequence of opening shall be as follows:

- (i) Earnest Money Deposit (EMD)
- (ii) Technical Bid
- (iii) Financial Bid

7.2 The bidders' names, presence of EMD, discount and such other details as the Purchaser at its discretion may consider appropriate will be announced at the bid opening.

## **8. Clarification of Bids:**

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

## **9. Evaluation of Bids:**

First, Earnest Money Deposit will be opened at the time, date and place specified in this tender document and the bids accompanied with valid EMD will be taken up for opening of the Technical e-Bid document. At any stage during the evaluation of e-technical Bid, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected. (EMD Exempted for Micro & Small Enterprises).

- a) The Purchaser will examine the bids to determine whether:
  - i) The technical bid of the bidder will be evaluated and the financial bid of the technically qualified bidder will be opened on a date to be notified to such qualified bidders.
  - ii) They are complete.
  - iii) They are free from computational errors.
  - iv) Required sureties have been furnished.
  - v) The documents have been properly signed.

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

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

Where percentage rate is asked for, tenderer should write percentage in figures as well as in words and when there is ambiguity between words and figures, words will prevail. Tenderers may note that non-compliance of above may lead to rejection of their tender.

- c) Purchaser may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.
- d) The Payment terms would be as mentioned in the Tender.



- e) The Purchaser at its discretion can ask the service providers for the demonstration of all or some components/features and the same would have to be arranged by the bidder within seven days of such notification at no extra cost.
- f) In case of incomplete bid or deviation from the specifications, scope of work and terms and conditions the offer is liable to be rejected.
- g) The bidder should submit their proposal in line with the CVC circular wherein following is mentioned:
  - i) In a tender, either the Indian agent on behalf of the Principal/ OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item /product in the same tender.
  - ii) If an agent submits bid on behalf of the Principal /OEM, the same agent shall not submit a bid on behalf of another Principal /OEM in the same tender for the same item /product.

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

#### **10. Purchaser's right to vary the quantity:**

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

#### **11. Purchaser's right to accept or reject any or all bids:**

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

#### **12. Signing of Contract/Agreement:**

The Tenderer whose tender is accepted shall be required to appear in person at the office of CONCOR, or if tenderer is a firm or corporation, a duly authorized representative shall appear and execute the contract agreement within 30 days of notice from this office that the Contract Agreement is ready. The Contract Agreement shall be entered into by CONCOR only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the CONCOR may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the CONCOR shall be entitled to forfeit any amount if payable to the tenderer. In case the contract is terminated, the tenderer shall be debarred from participating in any tender of CONCOR as per the terms and conditions of this tender and/ or the policy of CONCOR.

#### **13. Performance Security**

- a) Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security for an amount of 3% of total contract value (i.e. for value covered under Price bid format. This will be extended in case there is a delay in completion of the contract.
- b) If the successful Bidder fails to submit the required Performance Security within 30 days from the date of Purchase Order, extension of time for submission of Performance Security beyond 30 days and upto 60 days of issue of Purchase Order may be given by the Tender Accepting

Authority. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 days i.e. from 31<sup>st</sup> day after the issue of Purchase Order. In case the contractor fails to submit the requisite Performance Security even after 60 days from the date of issue of Purchase Order, the contract shall be terminated duly forfeiting **any amount if payable to the tenderer. In case the contract is terminated, the tenderer shall be debarred from participating in any tender of CONCOR as per the terms and conditions of this tender and/ or the policy of CONCOR**

#### **14. Clause-by-clause Commentary:**

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

#### **15. Instruction of Tenderer of Indian Bidders registered as "Micro and small Enterprises" (MSE's) for the tendered item.**

- 15.1 Bidders submitting their offer as MSE's registered for the item tendered shall be exempted from the tender document sale price and EMD only if they submit the current and valid registration certificate. Details of qualifying MSE's may be seen in Clause 16.4 of Section-III.
- 15.2 Bidders quoting as MSEs for the tendered item shall be exempted from the payment of Earnest Money Deposit (EMD). Details of qualifying MSE's may be seen in Clause 16.4 of Section-III.
- 15.3 In case of e-tendering registration amount and tender processing fee shall be applicable as per the requirement of e-tender.
- 15.4 MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below or having Udyog Aadhar Memorandum along with the bid.
  - (a) District Industries Centers
  - (b) Khadi and Village Industries Commission
  - (c) Khadi and Village Industries Board
  - (d) Coir Board
  - (e) National Small Industries Corporation
  - (f) Directorate of Handicraft and Handloom
  - (g) Any other body specified by Ministry of MSME

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

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

- (i) Tender sets shall be issued free of cost to MSE's registered with the above agencies or having Udyog Aadhar Memorandum on submission of registration certificate.
  - (ii) MSE's registered with the above agencies or having Udyog Aadhar Memorandum will be exempted from payment of Earnest Money Deposit (EMD), if applicable.
- b. MSEs should scan and upload the copy of valid MSE certificate along with the technical bid document. In the event of non-submission of the above, the bid shall be summarily rejected and financial bid shall not be opened.
  - c. The bidder shall submit MSME Certificate / status as per the latest guidelines issued by Ministry of Micro, Small and Medium Enterprises.
  - d. MSEs bidders not submitting the requisite information may note that their offer is liable to be ignored.

## 16. Instruction of Tenderer of Indigenous Bidders :

- 16.1 Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a **Class-I local supplier**, the contract will be awarded to L1.
- 16.2 If L1 is not **Class-I local supplier**, the lowest bidder among the **Class-I local supplier**, will be invited to match the L1 price subject to **Class-I local supplier's** quoted prices falling within the margin of purchase preference (L1+20%), and the contract shall be awarded to such **Class-I local supplier** subject to matching the L1 price.
- 16.3 In case such lowest eligible **Class-I local supplier** fails to match the L1 price, the **Class-I local supplier** with the next higher bid within the margin of purchase preference (L1+20%) shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the **Class-I local suppliers** within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- 16.4 **The 'Class-I local supplier' / 'Class-II local supplier' shall be required to indicate percentage of local content and provide self certification that the item offered meets the local content and shall give details of the location(s) at which the local value addition is made.**  
**In case of procurement for a value in excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.**
- 16.5 **Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued.**

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

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

- 17.2 "Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 17.3 "Bidder from a country which shares a land border with India" for the purpose of this Order Means:-
- An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint ventures falls under any of the above
- 17.4 The beneficial owner for the purpose of (17.3) above will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means-  
Explanation –  
(a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.  
(b) "Control" shall include the right to appoint majority of directors or to control the management or policy decisions including by virtue of their shareholding of management rights or shareholders agreements or voting agreements.
  - In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one of more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- 17.5 An Agent is a person employed to do any act for another, or to represent another in dealing with third person.
- 17.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Department for Promotion of Industry & Internal Trade (DPIIT).

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

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

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

\*\*\*

---

## **General Conditions of Contract**

### **1. Definitions :**

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

- a) "The Contract" means the agreement between the Purchaser and the Supplier to support, re-install and commission the goods and or services. It consists of the following documents:
  - i) Agreement.
  - ii) Letter of Acceptance/ Notification of Award.
  - iii) Supplier's Bid.
  - iv) Contract Data.
  - v) Conditions of Contract including Special Conditions of Contract.
  - vi) Specifications and Drawings.
  - vii) Bill of Quantity.
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
- c) "The Purchaser" means the Organization or its authorized representative, getting the supply and installation of replacement done along with the AMC support for the existing systems as per scope of work of this tender and in this case Container Corporation of India Ltd. (CONCOR) is a purchaser.
- d) "The Supplier"/ "The Service Provider" means the individual or firm/ company undertaking for providing the Services to and/or Supply, Commissioning and Install for CONCOR under this Contract.

### **2. Application :**

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

### **3. Standards :**

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

### **4. Performance Security :**

- 4.1 After the receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Purchaser within scheduled period specified in the Special Conditions of Contract.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligation under the Contract.
- 4.3 The Performance Security shall be in one of the following forms :
  - a) A Bank Guarantee issued by a scheduled bank located in India, and in the form provided in the Bidding Documents or another form acceptable to the Purchaser; or

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

- 4.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Suppliers' performance obligations, including any warranty obligations, under the Contract.
- 4.5 The performance security shall be valid for a specified period as per the tender terms and conditions.

## **5. Inspections and Tests :**

- 5.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 5.2 All the equipment and components to be installed may be tested/ inspected and certified by CONCOR's authorized representatives before fitment. The inspection and test may be conducted on the premises of the Supplier or at the point of delivery. On complete supply each equipment shall be inspected by the authorized representative of CONCOR. Inspector's certificate shall be furnished to CONCOR.
- 5.3 A certificate of acceptance of supply and commissioning from the purchaser's representative shall also be presented along with the bill.
- 5.4 The inspection as per Para 5.2 shall be arranged and borne by the Supplier at no cost to the Purchaser.
- 5.5 If any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 5.6 The Purchaser's right to inspect, test and, where necessary, reject the goods after the good's arrival at destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the good's dispatch ex-factory/ warehouse. **The bidder shall continue to be liable for performance of the goods notwithstanding the inspection thereof by the purchaser.**

## **6. Warranty :**

- 6.1 The Supplier warrants that the items supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Supplier further warrants that the goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied goods in conditions obtaining where the goods are meant to operate/perform.
- 6.2 This warranty shall remain valid for 12 months after the goods or any portion thereof as the case may be, have been delivered, installed and commissioned to the final destination indicated in the Contract, unless specified otherwise in the Special Conditions of Contract.

- 6.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 6.4 Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective goods or part thereof, without cost to the Purchaser.
- 6.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Suppliers' risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **7. Payments :**

- 7.1 The method and condition of payment to be made to the Supplier under the Contract is specified in the special conditions of the Contract.
- 7.2 Suppliers' request for payment shall be made to the Purchaser in writing accompanied by relevant documentation.
- 7.3 Payment shall be made by the Purchaser after submission of the invoice/claim by the Supplier provided that all requisite documents as required under the Contract are submitted.

## **8. Prices :**

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

## **9. Change Orders :**

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

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

## **10. Delay in Suppliers' performance :**

- 10.1 The delivery, installation and commissioning of all equipment shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its schedule of requirements.
- 10.2 Any delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable for the following :

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

## **11. Liquidated Damages :**



If the Supplier fails to commission and integrate any or all of the equipment and the related services within the time period specified in the Contract, the Purchaser shall without prejudice to its other remedies available under the Contract, deduct from the Contract price as liquidated damages maximum to a sum equivalent to 10% (ten percent) of Contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

## **12. Termination by default :**

- 12.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to Supplier, terminate the Contract in whole or part :
- a) If the Suppliers fails to deliver, install and provide the required services within the time period specified in the Contract or any extension thereof granted by the Purchaser.
  - b) If the Supplier fails to perform any other obligation(s) under the Contract.
- 12.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered for any excess costs for such similar goods at the risk and cost of Supplier. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **13. Force Majeure :**

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

## **14. Termination for Convenience :**

- 14.1 The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- 14.2 The goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect:
- a) To have any portion completed and delivered at the Contract terms and prices; and/or
  - b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed goods and for materials and parts previously procured by the Supplier.

## **15. Resolution of Disputes :**

- 15.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 15.2 The Contract shall be governed and interpreted in accordance with the laws of India.
- 15.3 In the event of any question, dispute or difference arising under these conditions or instructions of Tenderers or in connection with the contract (except as to any matters, the decision of which is specifically provided for by these conditions or instructions to Tenderers) the same shall be referred to Delhi International Arbitration Centre. The parties to the agreement agreed to resolve their disputes and differences in accordance with the Delhi International Arbitration Centre (Arbitration proceedings) Rules and to have the Centre as Appointing Authority. The decision of the centre shall be binding on both parties. The parties shall be governed by the law enforced in India and the dispute shall be resolved by the law applicable in India. The parties hereby agreed that the language used in the arbitration proceedings shall be in English. Rest of the terms is subject to agreement between the parties.
- 15.4 The Arbitrator may from time to time with the consent of all the parties to the contract extend the time for making the award.
- 15.5 Subject as aforesaid, the Arbitration Act, 1996 and its amendments and the rules there under for the time being in force shall be deemed to apply for the arbitration proceedings under this Clause.
- 15.6 No payment of interest shall be made for disputed amounts/claims till the final determination of disputes/claims and payment thereof pursuant to the resolution.
- 15.7 Obligation during pendency of arbitration – Work under the contract shall, unless otherwise directed by the Officer-in-Charge, continue during the arbitration proceedings and no payment due or payable by the CONCOR shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitration Tribunal to consider and decide whether or not such work should continue arbitration proceedings.
- 15.8 Civil courts of Delhi shall have exclusive jurisdiction for the Tender.

## **16. Applicable Law :**

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

## **17. Notices :**

- 17.1 Any notices given by one party to the other pursuant to the Contract shall be sent in writing or by fax/ telex/ cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- 17.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **18. Taxes and Duties :**

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

## **19. Communication to be in writing :**

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

**20. Quality of Work / Supplies :**

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

**21. Confidentiality of official documents**

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

\*\*\*

---

**Special Conditions of Contract**

---

**1. General**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict provisions herein shall prevail over those in the General Conditions of Contract.

**2. Address for Delivery of Equipment:**

The complete hardware, software, onsite support as mentioned in Price Schedule at Annexure-C would be delivered and installed and deputed at the following address:

**O/o Deputy Manager(MIS)**  
**Container Corporation of India Ltd.**  
Room nos. 7-10 & 106 Inland Container Depot.  
Tughlakabad, New Delhi -110020.

**3. Performance Security**

- a) Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security for an amount of 3% of total contract value valid upto end of 40 months from the date of Purchase Order in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents. This may be extended in case there is a delay in completion of the contract (project schedule).
- b) If the successful Bidder fails to submit the required Performance Security within 30 days from the date of Purchase Order, extension of time for submission of Performance Security beyond 30 days and upto 60 days of issue of Purchase Order may be given by the Tender Accepting Authority. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 days i.e. from 31<sup>st</sup> day after the issue of Purchase Order. In case the contractor fails to submit the requisite Performance Security even after 60 days from the date of issue of Purchase Order, the contract shall be terminated duly forfeiting duly forfeiting **any amount if payable to the tenderer. In case the contract is terminated, the tenderer shall be debarred from participating in any tender of CONCOR as per the terms and conditions of this tender and/ or the policy of CONCOR**

**4. Acceptance of the contract**

Acceptance of the entire system would be after one month of successful operation of delivery, installation, testing, commissioning and implementation of system.

**5. Warranty/AMC:**

The entire system would be under warranty for a period of one year and under AMC in continuation of warranty for a period of next Two years from the date of acceptance of the system by CONCOR.

## 6. **Payment terms**

### **(A) One Time Cost – Cost of Hardware**

- (i) No Advance payment shall be made.
- (ii) 50% payment after Supply of material.
- (iii) 35% payment after successful installation & commissioning and handover to CONCOR.
- (iv) Balance 15% shall be paid after one month of successful operation of the system after commissioning, implementation and acceptance by CONCOR.

### **(B) Payment for 1<sup>st</sup> year On-site Support:**

Payable from the start of date of warranty. For the 1<sup>st</sup> year the payment for On-site Support shall be release after every six months after rendering services and on submission of bill.

### **(C) Recurring Cost – AMC (including on-site support)**

- (i) No Advance payment shall be made.

AMC payment would be done on half yearly basis after successful completion of each AMC year and on submission of bill.

## 7. **Onsite Support and Response Time:**

The Supplier/Service Providers should have support office in Delhi/NCR in order to provide round the clock telephonic and on-site support. The details of the support office including office address, Name and contact no. of the office in-charge, details of the skilled engineers (name, contact phone/ mobile nos. etc.) should be provided.

During the Warranty & AMC period, Supplier/Service Providers shall provide round the clock maintenance support i.e. 24\*7\*365 (including Saturday, Sunday and all Holidays) for the entire system including hardware in order to maintain the required uptime. All the calls will be communicated to Supplier/Service Providers's office through telephone or emails.

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

It would be Supplier/Service Providers's responsibility to maintain the necessary spares for the entire system at their Delhi/NCR office in order to meet the spares requirement on site on 24\*7\*365 basis (including Saturday, Sunday and all Holidays).

During the contract period, the Supplier/ Service Provider must provide all the patches and upgrades for the entire System at no additional cost to CONCOR. These upgrades and patches would be installed at CONCOR site as and when necessary.

Since CONCOR's IT Functionalities are ISO:27001 Certified, the implementation of security controls as per ISO:27001 should be carried out by Supplier/ Service provider as per the requirement of CONCOR. Service provider should be doing Change Management, Backup recovery & Restore Management, patch upgradation, vulnerability closure and provide required support as per CONCOR's requirement as per the scope mentioned and related activities as per the requirement of CONCOR etc.

CONCOR is abide by rules of MEITY and Cert-in. As and when instructed by CONCOR, the bidder is required to implement and execute information and security guidelines, or any other data network/security related guidelines shared by MEITY / DEITY/Cert-in issued from time to time. No additional payment shall be made on account of support/services for this purpose. For this purpose, the bidder's onsite engineer team shall produce reports, status related to network and security of CONCOR's data centre in prescribed format as when required by CONCOR.

#### 8. **Special Conditions Specific to Onsite Support Engineer**

- i) Supplier/Service Providers shall made available the required support engineers (on-site) as per the tender terms and conditions and scope of work at Central Site during implementation and during entire contract period. **Onsite Engineer support for 9\*7 is required by CONCOR i.e. one onsite resource shall be available for onsite support for 9 hours daily (seven days per week) throughout one year warranty and two years AMC.**

##### **Address for deputing On-Site Support Engineers at Central Site :**

Container Corporation of India Ltd.  
Room nos. 7-10 & 106, Inland Container Depot.  
Tughlakabad, New Delhi –110 020.

- ii) Onsite engineer shall report at site in general shift for regular monitoring of the proposed system.
- iii) The onsite engineer should reach for his duty ontime. His attendance will be monitored by CONCOR official by way of biometric attendance system installed at the site. Appropriate penalty will be applicable in case of absence of resource for onsite support for mentioned time.

#### iv) **Satisfactory Performance Evaluation of on-site Support**

The Supplier/Service Providers is required to ensure that all the calls should be attended and resolution to be provided promptly. Based on the reporting as per the Scope of Work, the performance will be evaluated in addition to their sincerity and their competence level to resolve the problem.

If the performance of the on-site support is not satisfactory, CONCOR may request for change of on-site support. Even after that if the performance of the persons deputed is not found to be satisfactory, CONCOR reserves the right to break the contract during the contract period.

**v) Alternate on-site support**

To ensure smooth and uninterrupted services, vendor will depute on-site resource in General shift i.e., 9\*7\*365 (including Saturday, Sunday and all Holidays). The vendor should also nominate an alternate on-site shift support who should be made available in case the primary resource is not available. The details of the alternate person should also be provided in the bid. The alternate person should be equally competent and qualified as the primary resource and should be familiar with the setup at CONCOR and should be able to do all the activities defined in the scope of work.

**vi) Escalation Mechanism**

The Supplier/ Service Provider should provide the details of Escalation matrix. It is required that in case the nominated person is not able to handle the problem, backend support from the Supplier/ Service Provider should be available.

**vii) Interruption in Service**

In case of interruption in services of on-site support from the Supplier/ Service Provider, penalty will be imposed if the nominated or the alternate resource is not made available at CONCOR. The penalty would be as follows:

Upto 7 days – ₹ 2,000/- per day.  
Beyond 7 days – ₹ 5,000/- per day.

**viii) Late coming/Early leaving of Onsite Resource**

Incase the onsite shift engineer does not complete duty hours, the shortfall in duty hours per day will be considered in non performance and service provider shall be penalized in the next AMC bill. The penalty will be as follows:

Upto 2% of late duty hours: No penalty  
Late duty hours beyond 2% of total duty hours: Rs.1000 per  
hourof late hours exceeding 2%

**ix) Manpower deployment and selection by CONCOR**

Supplier/Service Providers shall deploy the requisite number of manpower (on-site support) for General shift i.e., 9\*7\*365 (including Saturday, Sunday and all Holidays) as per the tender terms and conditions. The Supplier/Service Provider shall deploy well-qualified persons with relevant experience. The Supplier/Service Provider shall furnish the names of key personnel proposed to be deployed for completion of the services included under the scope of the assignment, along with their Curriculum Vitae.

On-site support must obey the guidelines issued by CONCOR from time to time. Any violation may be treated as unsatisfactory performance and CONCOR reserves the right to terminate the contract or charge penalty in the upcoming AMC invoices.

**x) Qualification and Experience :**

#### Manpower

Onsite  
Support  
(1 Resource 9\*7)

#### Mandatory Certifications (Skills) / Experience

Engineering Graduate or BCA or B.Sc. or Equivalent. (Electronic/Computers/IT) from reputed institute with certification in Network / Compute / Security, and have skill set to meet the defined scope or work in the tender document and shall have minimum 2 year of working experience as Onsite Support in similar setup as that of CONCOR.

Supplier/Service Providers would deploy Onsite support for Monitoring and Management of day-to-day Syslog Server functioning.

#### Working hours:

General Shift on 9\*7 basis.

#### Alternate Person:

Must provide alternate support with the same skill set as primary support whenever the primary support is not present on site.

#### Responsibilities:

The Onsite Support would also be responsible to support and co-ordinate with Central Site team as per scope of work mentioned in the tender document.

### 9. **Details of the Supplier/Service Provider's representative in Delhi**

The Supplier/Service Provider should provide the details of their representative in Delhi/NCR which includes Name, Address, Contact details for necessary coordination with CONCOR.

### 10. **Uptime:**

You shall ensure an uptime of minimum 99.8% for the entire system during the Contract period, failing which a penalty would be imposed as detailed in 'Penalty Clause' at Sr. No. 11 below.

### 11. **Penalty Clause: (For Warranty and AMC period)**

LD (Liquidated Damages) as defined in Sr. No. 12 would be during Support period, the penalty clause would be applicable as under.

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

Following penalty would be imposed with respect to down time:

If the uptime as per Sr. No. 10 is less than 99.8%, penalty of Rs. 1000.00 for every hour exceeding the downtime of 0.2% would be imposed. For a single instance if the downtime exceeds 3 hrs. a penalty of Rs. 1,000.00 will be imposed for every hour or part thereof beyond the 3 hrs downtime.



Penalty amount would be recovered from the AMC invoices.

In case of downtime during the warranty period, the penalty will be charged on first AMC bill.

In case of interruption in services of on-site support from the Supplier/ Service Provider, penalty will be imposed if the nominated or the alternate resource is not made available at CONCOR. The penalty would be as follows:

Upto 7 days – ₹ 2,000/- per day.  
Beyond 7 days – ₹ 5,000/- per day.

In case the onsite shift engineer does not complete duty hours, the shortfall in duty hours per day will be considered in non performance and service provider shall be penalized in the next AMC bill. The penalty will be as follows:

Upto 2% of late duty hours: No penalty  
Late duty hours beyond 2% of total duty hours: Rs.1000 per hour of late hours exceeding 2%

#### 12. **Liquidated Damages:**

If you fail to commission and integrate any or all of the equipment and the related services within the time period specified in the contract, CONCOR shall without prejudice to its other remedies available under the contract, deduct from the contract price as the liquidated damages, a sum equivalent to 0.5% (One Half of One Percent) of the price of the delayed goods or unperformed services for each week or part thereof, of delay until actual delivery or performance, up to a maximum deduction of 10% (Ten percent) of contract price. Once the maximum is reached, CONCOR may consider termination of the contract.

#### 13. **Deviations**

All technical configuration/ deviations from those required by CONCOR as mentioned above should be clearly marked in enclosed bid form in the technical compliance form. The technical bid should be complete and incomplete bid is liable to be rejected.

Any deviation in the scope of work and terms and conditions i.e., Delivery, maintenance contract, Payment Schedule, Project Schedule, Uptime, Penalty etc. given by bidder will not be acceptable and such bids will liable to be rejected.

#### 14. **Sub-Contracting**

The Supplier/ Service Provider shall provide direct support to CONCOR through his own offices and employees (including OEM). The entire responsibility will lie on the bidder. For this purpose, the bidder should submit complete details of his support offices e.g., address, phone no. and name of the engineer who should be necessarily be the employee of the bidder (including OEM).

#### 15. **Signing of Contract**

The Contract has to be signed by the successful Bidder within 30 days of acceptance of Purchase Order, incorporating all agreements between the parties and bidder should have submitted the Performance Bank Guarantee prior to that. The Contract Form is provided at Section VIII.

**16. Project Schedule**

The total project schedule shall be 90 days from the date of acceptance of Purchase Order which includes 60 days for supply, installation, testing and commissioning of the entire system as per the requirement of CONCOR and 30 days period for acceptance.

Note : The above mentioned project schedule excludes the warranty and AMC period.

**17. Confidentiality, Security and privacy**

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

- 19.1 Supplier/ Service Provider shall keep confidential and shall not disclose or make available directly or indirectly to any third party all information and material of whatever nature and in whatever medium which is communicated, or becomes available to, or accessible by in the course of this Agreement ("Confidential Information"). Similarly, CONCOR should not disclose any information regarding technology, tools and knowledge being used by to anybody outside the scope of the Agreement.
- 19.2 Supplier/ Service Provider acknowledges that the Confidential Information is the valuable property of CONCOR and that any disclosure of it could give rise to considerable damage to CONCOR and vice – versa.
- 19.3 Supplier/ Service Provider shall not use or access the Confidential Information for any reason except as is necessary to perform this Agreement.
- 19.4 Supplier/ Service Provider shall not misuse or share the access privileges which have been given by CONCOR during the course of this agreement.
- 19.5 Supplier/ Service Provider shall not permit any employee to have access to the Confidential Information until such time as that employee, agent shall have entered into a confidentiality agreement with in a form approved by CONCOR.
- 19.6 Supplier/ Service Provider shall immediately notify CONCOR of any information which comes to its attention regarding any actual breach of confidentiality, disclosure or unauthorized use of Confidential Information. Shall co-operate with CONCOR in any investigation, prosecution, litigation or other action taken by CONCOR regarding the subject of any such information.

- 19.7 In the event of any actual or alleged breach of confidentiality, disclosure or unauthorized use of Confidential Information by any future, existing or former employee, of Supplier/ Service Provider, shall enforce its rights to injunctive or other relief to the fullest extent possible or, if requested by CONCOR assign such rights to CONCOR. Shall assist CONCOR in every way in enforcing those rights.
- 19.8 Upon termination or completion of this Agreement, shall deliver to CONCOR any Confidential Information in Supplier/ Service Provider's possession which is capable of being delivered. Shall delete, erase, or otherwise destroy any Confidential Information contained in computer memory, magnetic, optical, laser, electronic, or other media in its possession or control which is not capable of delivery to CONCOR.
- 19.9 Supplier/ Service Provider shall maintain the confidentiality of the Confidential Information and protect it from unauthorized access or use. Remote access to CONCOR Network, however, shall not be provided to until CONCOR approves in writing the method of access as providing suitable access controls security features to prevent unauthorized access. Such consent may be conditional and may be withdrawn at any time at CONCOR's discretion.
- 19.10 Supplier/ Service Provider shall comply with all CONCOR security and other procedures and will permit and co-operate with any additional security or other precautions which CONCOR may wish to implement in respect of the Services or Supplies provided by under this Agreement.
- 19.11 Supplier/ Service Provider shall assist in its evaluation, investigation, or implementation of security measures including (but not limited to) providing CONCOR with any information which might be relevant to CONCOR's assessment of whether it should approve access to the Confidential Information by an employee of Supplier/ Service Provider.
- 19.12 Within the bounds of its obligations under this Contract, shall take reasonable steps to protect CONCOR property, staff and customers from any loss or damage.
- 19.13 These provisions are in addition to (and not in substitution for) all security or confidentiality obligations between the parties.
- 19.14 Neither party shall publicize the existence of this Agreement or any of its terms or any other matter related to it (including the business relationship between the parties) without first obtaining the written approval of the other party.
- 19.15 The provisions of this Clause 18 shall remain in force during contract period as well as after the expiry or termination of the contract.

## 18. **GST Clause**

- 20.1 The Contractor/ Tenderer/ Vendors undertakes to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to CONCOR. In respect of each supply of Goods and Services contractor/ tenderer will specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.
- 20.2 The Contractor/ Tenderer/ Vendor indemnifies CONCOR, its directors, officers, employees and associates for any loss it may suffer as a result of the Contractor/ Tenderer/ Vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the Contractor/ Tenderer/ Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor/ Tenderer/ Vendor will get payment of amount of tax only after the Credit thereof is received by CONCOR in the electronic credit ledger on GSTN. In case the Contractor/ Tenderer/ Vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant document.
- 20.3 Contractor/ Tenderer/ Vendor shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the
- CONCOR.
- 20.4 In case of any failure on the part of Contractor/ Tenderer/ Vendor, any interest/ penalties/ any other amounts, as may be applicable shall be indemnified by Contractor/ Tenderer/ Vendor to the CONCOR.
- 20.5 If as result of Change in Law, Contractor/ Tenderer/ Vendor obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/ Tenderer/ Vendor may so notify the CONCOR and propose amendment to this Agreement so as to pass the incremental benefit to CONCOR which puts it in the same financial position as it would have occupied had there been no such Change in Law resulting in such decreased cost to the Contractor/ Tenderer/ Vendor.
- 20.6 Any denial of input credit due to any omission or failure on the part of the Contractor/ Tenderer/ Vendor, the Contractor/ Tenderer/ Vendor undertakes to indemnify the CONCOR for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the CONCOR.

## 19. **Non-Disclosure Agreement**



Bidder shall maintain confidentiality of documents and data. All documents relating to work should be kept secure and protected at all times from any unauthorized use or access.

Bidder shall use all the documents and other data and information of a proprietary nature received from the CONCOR, solely for the purpose of performing and carrying out the obligations on his part and shall not disclose the same to any other person except to the extent required, in the performance of the work and shall maintain the utmost secrecy. Bidder shall bind its employees who are involved in the Project by a suitable secrecy Agreement. In this regard Bidder will sign Non-Disclosure Agreement (NDA) with CONCOR.

.....

**Technical Specifications, Scope of the work and Technical Compliance**
**1. TECHNICAL SPECIFICATIONS**

The details of the Hardware and Software for Syslog Server are mentioned below:

S.N.	Item	Make/ Model	Qty
1.	Syslog Solution & Server (Day 1 – 5Gbps/Day). Scalable-10 Gbps/Day. Server should be in HA Mode.		1 Lot

**Hardware Specification**

Server Requirements for Syslog		
SL No	Description	Minimum Specification
1	Processor	Minimum 1x 16-core x-86 processors of at least 2.40 GHz/higher with at least 24 MB/higher Cache – capable of holding 2 physical processors including operating system
2	Chipset	Latest OEM chipset supporting an optimized for the above processor
3	Memory	Minimum 64 GB, scalable up to 128 GB. Support up to 16 DIMM slots
4	Hard Disk Drives	Minimum 6 x 1.2 TB SAS Hard Disk Drives and 2 x 480GB SAS
5	I/O slots	At least 3 PCIe Gen4 slots
6	RAID support	Support for RAID 0,1, 5 with adequate cache
7	Network Interface	Min 2x 10G ports
8	Server Management	OEM embedded controller and Server Management Tool from same OEM
9	Power supplies	Redundant Platinum rated efficient Power Supply to sustain above configuration.
10	Cooling	Hot plug and redundant fans
11	Additional Management with industry standard compliance	ACPI 3.0 Compliant, PCI 2.3 compliant, PXE and WOL Support, Ipv4 and Ipv6 support
12	Form Factor	Max. 2U Rack mountable form factor with sliding rails

**2. Scope of Work**

S.N.	Scope of Work
1	This includes supply, installations, commissioning, and complete support for (24*7 as per CONCOR working days) support of all the hardware/ software. All the security aspects should also be enabled properly as per the requirement of CONCOR.
2	During the Contract period, Supplier would provide patches, upgrades and will provide support for installation of patches and version upgrades to CONCOR at no additional cost. Supplier would also do any installation or re-installation of Hardware / Software / Licenses / Patches etc. during the contract period as per CONCOR's requirement without any extra cost.
3	These patches and upgrades would be installed at CONCOR site as and when required. During the contract period, Supplier must do the preventive maintenance twice in a year without any extra cost. During the contract period, in case of any upgradation/ in accordance with the guidelines of Govt./ DoT/ Any other Authority, the Supplier should provide the same along with the related connecting ports/ expenses, etc. as per actual cost to CONCOR.
4	The Supplier shall made ensure that all the log sources like network/security devices, operating systems, servers etc shall be integrated with syslog server. Also, the syslog server integration with other security analytics devices, reports as per CONCOR ISMS policies shall be in the Supplier's scope.
5	Multivendor coordination: MSI/Supplier shall support other vendors in close co-ordination to implement changes, migration etc as per CONCOR requirement. However, the service provider will not be required to undertake the responsibility of solving problems related to other vendors' products. Supplier will provide support for reinstallation, parameter set and migration as per the requirement of CONCOR.
6	Solution can be hardware/virtual appliance. Sizing and infra for virtual solution shall be in the Supplier's scope.
7	The solution should be in HA.
8	The solution should have the capacity for 5GB/day on day 1 and should be scalable up to 10GB/day without any cost incurable to the customer and shall be given as value added advantage to the customer.
9	Syslog server is a logging server that allows for the centralized collection of syslog messages, known as events, from a variety of networking/security devices such as routers, switches, and firewalls, in addition to servers running a variety of operating systems.
10	Syslog should allow for easy log management of both applications and devices. Syslog server should be able to receives data from its clients installed on different servers, and a web interface, which visualizes the data and allows to work with logs aggregated by the main server.
11	Syslog log messages should include a timestamp, a device ID (including IP address), and information specific to the event.
12	Syslog should have the following features: 1. Collecting data 2. Organising data 3. Analysing data 4. Dashboard

13	<b>Following Log Management option should be available in the solution</b> <ul style="list-style-type: none"> <li>• Collecting Data</li> <li>• Syslog (TCP, UDP, AMQP, Kafka)</li> <li>• GELF(TCP, UDP, AMQP, Kafka, HTTP)</li> <li>• AWS – AWS Logs, FlowLogs, CloudTrail</li> <li>• Beats/Logstash</li> <li>• CEF (TCP, UDP, AMQP, Kafka)</li> <li>• JSON Path from HTTP API</li> <li>• Netflow (UDP)</li> <li>• Plain/Raw Text (TCP, UDP, AMQP, Kafka)</li> <li>• Sidecar</li> </ul>
14	<b>Solution should have following Dashboard</b> Combine widgets to build fully customized, predefined data displays so everything important is just one click away. Drill-down to explore your data further. <ul style="list-style-type: none"> <li>• Per device dashboard</li> <li>• Per server dashboard</li> <li>• Group Application dashboard</li> </ul>
15	<b>Audit Analysis</b> <ul style="list-style-type: none"> <li>• Analytics dashboard</li> <li>• Periodic reports</li> <li>• Customized reports</li> <li>• Anomaly detection</li> </ul>
16	<b>Solution should have user Management</b> <ul style="list-style-type: none"> <li>• Multiple account types</li> <li>• Role based Access Control</li> <li>• Use Groups</li> </ul>
17	<b>Solution should be able to fetch the logs form below Servers</b> <ul style="list-style-type: none"> <li>• Windows</li> <li>• Debian</li> <li>• Suse</li> <li>• CentOS</li> <li>• RedHat</li> <li>• Unix</li> <li>• Linux</li> <li>• Solaris</li> <li>• Ubuntu</li> </ul>
18	Syslog messages must be in a human-readable format
19	The solution should be able to retains logs for minimum 60 days.
20	It should also have management and filtering software that enables the server to automatically generate alerts, alarms, and notification
21	The proposed system should be configured on the existing LAN/WAN setup of CONCOR's data center situated in Tughlakabad. The system should be easily reconfigurable to enable/disable syslog on connected devices.



22	The proposed system should be of a reputed brand and only licensed version of the software should be provided to CONCOR.
23	The service provider needs to provide license information and warranty certificate of the proposed system.
24	The proposed system should be password protected.
25	The proposed system should be able to export logs to excel/PDF.
26	The Proposed system should have features for On-screen popups or remote text messages to keep a sysadmin aware of any divergence from normal functioning.
27	The Proposed system be able to generate various types of reports of the captured logs. The reports should have various appropriate filter options for example filtration of logs on basis of priority, device, timestamp, etc.
28	The proposed system should be able to export the various types of reports into excel/PDF format.
29	The proposed system should be accessible on LAN.
30	The Warranty period should be One year onsite from the date of acceptance of the systems by CONCOR. The AMC period should be two four years and it should start after the completion of warranty period.
31	The service provider should be able to configure backup of the logs & data in a restorable format at a frequency defined by CONCOR. This backup should be able to restore the system in case of any catastrophic incident over the system. CONCOR, at any time, can ask the service provider to do restoration testing.
32	CONCOR adheres to the standards of and is a valid holder of Information Security and Management System certification ISO:27001:2013 standard. The service provider should be able to support CONCOR in all aspects of ISMS. Any activity which is necessary for adherence to ISMS controls and policies should be followed by the support engineer while providing support throughout the warranty and AMC period.
33	Onsite Support: The onsite support should be available in general shift daily at CONCOR's Central Site situated in Room no.7-10 & 106, ICD-TKD, New Delhi for seven days a week. Incomplete shifts will attract penalties.
34	The Onsite resource must adhere to CONCOR's security policy and must abide by the rule & regulations of CONCOR's data center
35	The onsite support engineer must monitor the syslog server on daily basis.
36	The onsite engineer must prepare daily monitoring reports as per the requirements of CONCOR. The number of reports, frequency of reports & format of reports will be given by CONCOR at the time of deputation of the engineer.

37	The onsite engineer must do all activities which are necessary for adherence to CONCOR's Information Security Management Systems. For eg closure of vulnerabilities reported in the proposed system, patch upgradation, system parameter monitoring, monitoring of the alerts, report to central site onsite staff/officer about any critical alert on the dashboard
38	The service provider should be able to address any kind of software or hardware fault in the proposed system throughout three years of support. Downtime would attract penalties.

### 3. COMPLIANCE TO THE HARDWARE SPECIFICATIONS

SL No	Description	Minimum Specification	Make/ Model	Deviations (If any)
<b>1</b>	<b>Syslog Solution &amp; Server (Day 1 - 5Gbps/Day). Scalable-10 Gbps/Day. Server should be in HA Mode.</b>			
(1)	Processor	Minimum 1x 16-core x-86 processors of at least 2.40 GHz/higher with at least 24 MB/higher Cache – capable of holding 2 physical processors including operating system		
(2)	Chipset	Latest OEM chipset supporting an optimized for the above processor		
(3)	Memory	Minimum 64 GB, scalable up to 128 GB. Support up to 16 DIMM slots		
(4)	Hard Disk Drives	Minimum 6 x 1.2 TB SAS Hard Disk Drives and 2 x 480GB SAS		
(5)	I/O slots	At least 3 PCIe Gen4 slots		
(6)	RAID support	Support for RAID 0,1, 5 with adequate cache		
(7)	Network Interface	Min 2x 10G ports		
(8)	Server Management	OEM embedded controller and Server Management Tool from same OEM		
(9)	Power supplies	Redundant Platinum rated efficient Power Supply to sustain above configuration.		
(10)	Cooling	Hot plug and redundant fans		
(11)	Additional Management with industry standard compliance	ACPI 3.0 Compliant, PCI 2.3 compliant, PXE and WOL Support, IPv4 and IPv6 support		
12	Form Factor	Max. 2U Rack mountable form factor with sliding rails		

### 4. COMPLIANCE TO THE SCOPE OF WORK

S.N.	Description	Compliance (YES/NO)
1	This includes supply, installations, commissioning, and complete support for (24*7 as per CONCOR working days) support of all the hardware/ software. All the security aspects should also be enabled properly as per the requirement of CONCOR.	
2	During the Contract period, Supplier would provide patches, upgrades and will provide support for installation of patches and version upgrades to CONCOR at no additional cost. Supplier would also do any installation or re-installation of Hardware / Software / Licenses / Patches etc. during the contract period as per CONCOR's requirement without any extra cost.	
3	These patches and upgrades would be installed at CONCOR site as and when required. During the contract period, Supplier must do the preventive maintenance twice in a year without any extra cost. During the contract period, in case of any upgradation/ in accordance with the guidelines of Govt./ DoT/ Any other Authority, the Supplier should provide the same along with the related connecting ports/ expenses, etc. as per actual cost to CONCOR.	
4	The Supplier shall made ensure that all the log sources like network/security devices, operating systems, servers etc shall be integrated with syslog server. Also, the syslog server integration with other security analytics devices, reports as per CONCOR ISMS policies shall be in the Supplier's scope.	
5	Multivendor coordination: MSI/Supplier shall support other vendors in close co-ordination to implement changes, migration etc as per CONCOR requirement. However, the service provider will not be required to undertake the responsibility of solving problems related to other vendors' products. Supplier will provide support for reinstallation, parameter set and migration as per the requirement of CONCOR.	
6	Solution can be hardware/virtual appliance. Sizing and infra for virtual solution shall be in the Supplier's scope.	
7	The solution should be in HA.	
8	The solution should have the capacity for 5GB/day on day 1 and should be scalable up to 10GB/day without any cost incurable to the customer and shall be given as value added advantage to the customer.	
9	Syslog server is a logging server that allows for the centralized collection of syslog messages, known as events, from a variety of networking/security devices such as routers, switches, and firewalls, in addition to servers running a variety of operating systems.	
10	Syslog should allow for easy log management of both applications and devices. Syslog server should be able to receives data from its clients installed on different servers, and a web interface, which visualizes the data and allows to work with logs aggregated by the main server.	
11	Syslog log messages should include a timestamp, a device ID (including IP address), and information specific to the event.	

12	<p>Syslog should have the following features:</p> <ol style="list-style-type: none"> <li>1. Collecting data</li> <li>2. Organising data</li> <li>3. Analysing data</li> <li>4. Dashboard</li> </ol>	
13	<p><b>Following Log Management option should be available in the solution</b></p> <ul style="list-style-type: none"> <li>• Collecting Data</li> <li>• Syslog (TCP, UDP, AMQP, Kafka)</li> <li>• GELF(TCP, UDP, AMQP, Kafka, HTTP)</li> <li>• AWS - AWS Logs, FlowLogs, CloudTrail</li> <li>• Beats/Logstash</li> <li>• CEF (TCP, UDP, AMQP, Kafka)</li> <li>• JSON Path from HTTP API</li> <li>• Netflow (UDP)</li> <li>• Plain/Raw Text (TCP, UDP, AMQP, Kafka)</li> <li>• Sidecar</li> </ul>	
14	<p><b>Solution should have following Dashboard</b></p> <p>Combine widgets to build fully customized, predefined data displays so everything important is just one click away. Drill-down to explore your data further.</p> <ul style="list-style-type: none"> <li>• Per device dashboard</li> <li>• Per server dashboard</li> <li>• Group Application dashboard</li> </ul>	
15	<p><b>Audit Analysis</b></p> <ul style="list-style-type: none"> <li>• Analytics dashboard</li> <li>• Periodic reports</li> <li>• Customized reports</li> <li>• Anomaly detection</li> </ul>	
16	<p><b>Solution should have user Management</b></p> <ul style="list-style-type: none"> <li>• Multiple account types</li> <li>• Role based Access Control</li> <li>• Use Groups</li> </ul>	
17	<p><b>Solution should be able to fetch the logs form below Servers</b></p> <ul style="list-style-type: none"> <li>• Windows</li> <li>• Debian</li> <li>• Suse</li> <li>• CentOS</li> <li>• RedHat</li> <li>• Unix</li> <li>• Linux</li> <li>• Solaris</li> <li>• Ubuntu</li> </ul>	
18	Syslog messages must be in a human-readable format	
19	The solution should be able to retains logs for minimum 60 days.	

20	It should also have management and filtering software that enables the server to automatically generate alerts, alarms, and notification	
21	The proposed system should be configured on the existing LAN/WAN setup of CONCOR's data center situated in Tughlakabad. The system should be easily reconfigurable to enable/disable syslog on connected devices.	
22	The proposed system should be of a reputed brand and only licensed version of the software should be provided to CONCOR.	
23	The service provider needs to provide license information and warranty certificate of the proposed system.	
24	The proposed system should be password protected.	
25	The proposed system should be able to export logs to excel/PDF.	
26	The Proposed system should have features for On-screen popups or remote text messages to keep a sysadmin aware of any divergence from normal functioning.	
27	The Proposed system be able to generate various types of reports of the captured logs. The reports should have various appropriate filter options for example filtration of logs on basis of priority, device, timestamp, etc.	
28	The proposed system should be able to export the various types of reports into excel/PDF format.	
29	The proposed system should be accessible on LAN.	
30	The Warranty period should be One year onsite from the date of acceptance of the systems by CONCOR. The AMC period should be two four years and it should start after the completion of warranty period.	
31	The service provider should be able to configure backup of the logs & data in a restorable format at a frequency defined by CONCOR. This backup should be able to restore the system in case of any catastrophic incident over the system. CONCOR, at any time, can ask the service provider to do restoration testing.	
32	CONCOR adheres to the standards of and is a valid holder of Information Security and Management System certification ISO:27001:2013 standard. The service provider should be able to support CONCOR in all aspects of ISMS. Any activity which is necessary for adherence to ISMS controls and policies should be followed by the support engineer while providing support throughout the warranty and AMC period.	
33	Onsite Support: The onsite support should be available in general shift daily at CONCOR's Central Site situated in Room no.7-10 & 106, ICD-TKD, New Delhi for seven days a week. Incomplete shifts will attract penalties.	
34	The Onsite resource must adhere to CONCOR's security policy and must abide by the rule & regulations of CONCOR's data center	

35	The onsite support engineer must monitor the syslog server on daily basis.	
36	The onsite engineer must prepare daily monitoring reports as per the requirements of CONCOR. The number of reports, frequency of reports & format of reports will be given by CONCOR at the time of deputation of the engineer.	
37	The onsite engineer must do all activities which are necessary for adherence to CONCOR's Information Security Management Systems. For eg closure of vulnerabilities reported in the proposed system, patch upgradation, system parameter monitoring, monitoring of the alerts, report to central site onsite staff/officer about any critical alert on the dashboard	
38	The service provider should be able to address any kind of software or hardware fault in the proposed system throughout three years of support. Downtime would attract penalties.	

\*\*\*

---

**BID FORM AND PRICE SCHEDULES**

Tender No.: CON/IT/71826/22/01

Date:

To: (Name and address of Purchaser)

Gentlemen:

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

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

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

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

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

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

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

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

Signature: .....

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

(Name): .....

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

## **PRICE SCHEDULE**

**Cost against each respective item to be mentioned below**

### **I) One Time Cost**

S. N.	Item with Description	Unit	Qty.	Unit Price (in INR)	GST (in INR)	Amount with GST (in INR)	Total Amount with GST (in INR)
A	Syslog Solution (Cost including IT Infrastructure)	Lot	1				
B	Installation & Commissioning Cost	Nos.	1				
C	Manpower Support Cost for 1 Year (9 Hrs * 7 Days)	Annum	1				
	<b>Total Amount (A+B+C)</b>						

### **II) Recurring Charges for AMC (Post Warranty): 1<sup>st</sup> year warranty covered under One Time cost**

**Recurring AMC charges per annum for each of 2<sup>nd</sup>, 3<sup>rd</sup> year.**

S.N.	Item Description	Unit	Qty	For 2 <sup>nd</sup> Year	For 3 <sup>rd</sup> Year	Total Amount
				incl. of all taxes and duties <b>(in INR)</b>	incl. of all taxes and duties <b>(in INR)</b>	Total Cost incl. of all taxes and duties <b>(in INR)</b>
1	AMC Charges Syslog Solution (including IT Infrastructure)	Annum	2			
2	Manpower Support Cost for 2 <sup>nd</sup> & 3 <sup>rd</sup> Year (9 Hrs * 7 Days)	Annum	2			
	<b>Total Charges for 2<sup>nd</sup> &amp; 3<sup>rd</sup> Year (inclusive of all taxes and duties)</b>					
	<b>Grand Total (I+II) (inclusive of all)</b>			<b>(In figures)</b>		
				<b>(In Words)</b>		



Tender No : CON/IT/71826/22/01

Purchase Order No.:

Purchase Order Date:

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

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

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as par tof this Agreement, viz.:
  - (a) The Bid Form and Price Schedule submitted by the Bidder
  - (b) The General instructions of Contract
  - (c) The Terms & Conditions
  - (d) The delivery schedule
  - (e) The Technical Specifications
  - (f) Any other correspondence of considered necessary
  - (g) The Purchaser's notification of Award
3. In consideration of the payments to be made by the Purchaser to the Supplier as here in after mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods & Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services, which shall be supplied/ provided by the Supplier, are as under:

S. No.	Brief Description of Goods and Services	Quantity to be supplied	Unit Rate	Total Price	Delivery Terms (CIF/ For Destination)

**TOTAL VALUE:** \_\_\_\_\_

**5. DELIVERY SCHEDULE:**

**6. PAYMENT TERMS:**

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

Signed, Sealed and Delivered by the  
the

said.....

**(For the Purchaser)**

In the presence of.....

Signed, Sealed and Delivered by

said.....

**(For the Supplier)**

in the presence of.....

**BANK GUARANTEE BOND FOR PERFORMANCE SECURITY**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To,

M/s. Container Corporation of India Ltd.  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

Notwithstanding anything contained herein above:

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

Signature  
Name  
Designation with Bank's Stamp

Witness:  
Signature  
Name  
Official Address

Date.....  
Address.....

Note:

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

**TO BE ISSUED ON THE LETTER HEAD OF BANK ISSUING CERTIFICATE**

**SOLVENCY CERTIFICATE**

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

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

For

(SIGNATURE AND SEAL OF BANK)

SIGNATURE OF TENDERER.....

## **INTEGRITY PACT**

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

### **Preamble**

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

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

### **Section 1 – Commitments of the Principal**

- (1). The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles.
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidders(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure-10.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

#### III. Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### IV. Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

#### Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instruction by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, CONCOR.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The monitor will submit a written report to the Managing Director, CONCOR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the CONCOR Board.
- (8) If the Monitor has reported to the Managing Director, CONCOR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director CONCOR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief



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

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

#### Section 9 – Pact Duration

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

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

#### Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a Consortium/JV, this agreement must be signed by all partners or Consortium / JV members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

#### **Note : The name of current Independent External Monitors are :**

- 1. Sh. Kashinath Behera, IAS (Retd.), ac-39, Khwaabgaah Co-Operative Housing Society, 2<sup>nd</sup> Flat No. 2A, Street No. 43 & 48, Action Area-1A, Newtown, Rajarhat, Kolkata-700156**
- 2. Sh. Sarbesh Kumar Das, Ex. Director (Commercial), NDMC Ltd., Flat NO. 401, Jyothi Manor, 41-Srinagar Colony, Hyderabad-500073**

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

-----  
(For & On behalf of the Principal  
Office Seal

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

Place -----

Date -----

Witness 1 :

Name & Address -----

-----  
-----

Witness 2 :

Name & Address -----

-----  
-----



**AFFIDAVIT****(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER WITH THE DOCUMENTS)**

**(To be executed in presence of Public Notary on non-judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the tenderer.)**

**I \_\_\_\_\_ (Name and designation) appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s. \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the Tender No. \_\_\_\_\_ of CONCOR, do hereby solemnly affirm and State on behalf of the tenderer including its constituents as under:**

1. I/ We the tenderer (s), am/ are signing this document after carefully reading the contents.
2. I/ We the tenderer (s) also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.
3. I/ We hereby declare that I/We have downloaded the tender documents from CONCOR tender portal [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage( i.e. evaluation of tenders & execution of work) The decision of CONCOR with regard to such discrepancies shall be final and binding upon me/us.
4. *I/ We hereby declare that I comply with all terms and conditions of CONCOR's tender document and I will submit signed and stamped copy of CONCOR's tender document as enclosure of contract/ agreement on award of P.O/ LOI.*
5. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
6. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.

I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.

7. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides suspending of business for minimum one-year. Further, I/We[insert name of the tenderer]and all my/our constituents understand that my/our offer shall be summarily rejected.

8. I/ We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract.

**DEPONENT  
SEAL AND SIGNATURE OF THE  
TENDERER**

**VERIFICATION**

**I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/ our above affidavit are true and correct. Nothing has been concealed and no part of it is false.**

**DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER**

**Place:-**

**Dated:-**

**Details as appropriate are to be filled in suitably by tenderer.**

**Attestation before Magistrate/ Notary Public.**

\*\*\*\*\*

## Annexure-II

Power of Attorney**ON NON JUDICIAL STAMP PAPER OF ADEQUATE VALUE AS PER THE JURISDICTION**

Know all men by these presents I/We, ....., son/daughter/wife of Mr....., aged ..... years, citizen of ....., presently residing at ....., Managing Director/ Chief Executive Officer/Partner of M/s.....[*name of contractor*], a company/Firm incorporated in India under the **Partnership Act/Companies Act, 1956/ Companies Act, 2013** and having its registered office at .....(hereinafter called "the Principal") by virtue of the resolution passed at the Meeting of the Board of Directors of the Company held on ..... or deed/resolution of the Firm dated *or* the Power of Attorney dated ..... granted to me pursuant to the resolution passed at the meeting of Board of Directors of company held on ..... or deed/resolution of the Firm dated....., delegated to me/us certain powers to act on behalf of the company/firm for various purposes. As per the said delegation, I/We have been authorized to appoint and substitute any person or persons to exercise all or any of certain powers delegated to me/us by the Company/Firm and/or to grant Powers of Attorney to the officers and employees of the Company/Firm to perform various acts, deeds and things required to be done by the Company/Firm.

Whereas Container Corporation of India Ltd. ("CONCOR"), has invited proposals from interested parties for the work of ..... at ..... (Project/works).

Whereas, \_\_\_\_\_(name of the contractor), the Principal is interested in bidding for the Project/works in accordance with the terms and conditions of the tender document, bearing No....., dated ..... and other connected documents in respect of the Project/works, and

Whereas, it is necessary for the Principal to delegate to one of the employee / partner(s) / director with all necessary power and authority to do for and on behalf of the \_\_\_\_\_(name of the contractor), all acts, deeds and things as may be necessary, including but not limited to representing the contractor, signing of tender documents, bills, measurement books, drawings and other related documents in connection with the \_\_\_\_\_ Bid for the Project/works and its execution.

NOW THESE PRESENTS WITNESSETH that I/we do hereby designate, nominate, constitute appoint and irrevocably authorize Mr./ Ms. ...., son/daughter/wife of Mr....., aged ..... years, citizen of ....., presently residing at ....., .....[specify designation] and whose signatures are given below, as true and lawful Attorney of the Principal(hereinafter referred to as the "Attorney"), to have and exercise in the name and on behalf of the Principal the powers and authorities hereinafter mentioned:

1. To execute all required documents and conduct all business for and on behalf of the Principal during the Bidding process of the Project/works and, in the event Principal is awarded the contract, during the execution of the Project/works; and

2. To do on behalf of the Principal, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Principal and signing and submission of its Bid/tender for the Project/works, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Principal and generally to represent the Principal in all its dealings with CONCOR, and/ or any other Government Agency or court/judicial authority or any person, in all matters in connection with or relating to or arising out of the Contractor's bid for the Project/works and/ or upon award thereof till the agreement for the Project/works is entered into with CONCOR and thereafter till the completion of the project/works and expiry of the contract agreement.

AND We/I hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by me/us

This Power of Attorney shall stand revoked on issuance of a new Power of Attorney issued with regard to this Project/works or if earlier revoked by me or the Company/Firm.

Given under the hand of the within named .....[ name of individual ] on this ..... day of .....[month][year].

[Signature of Managing Director/ Director/Partner(s)/Other authorised person]  
[Name of Company/Firm]

[date]  
[place]

I accept

[Signature of Attorney]  
[date]  
[place]

Witnesses:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney shall be in accordance with the charter documents of the executants(s) and when it is so required, the same shall be under common seal affixed in accordance with the required procedure.
- **Also, wherever required, the Tenderer shall submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.**
-