



**Request for Proposal [RfP] for Purchase of Laptops
from
Original Equipment Manufacturers (OEM)/ Partners/ Distributors/ Dealers**

Tender No. : B13/01/21-PROC dated 29 June 2021

TCI Foundation
TCI House
69, Institutional Area
Sector-32, Gurugram-122001

Website: www.tcifindia.org
Email: info@tcifindia.org

1. Introduction and Disclaimers

1.1. Purpose of RfP

The purpose of RfP is to shortlist original equipment manufacturers (OEM)/ Partners/ Distributor/ Dealer for supply and installation of Laptop for healthcare project being managed by TCI Foundation in India. Details of the hardware under procurement are given in the subsequent sections of this tender document.

1.2. Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with TCIF. Neither TCIF nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither TCIF nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

1.3. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, TCIF and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of TCIF or any of its officers, employees, contractors, agents, or advisers.

1.4. Costs to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by TCIF, will be borne entirely and exclusively by the Respondent.

1.5. No Legal Relationship

No binding legal relationship will exist between any of the Respondents and TCIF until execution of a contractual agreement.

1.6. Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

1.7. Evaluation of Offers

Each Recipient acknowledges and accepts that TCIF may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible OEM(s). The RfP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.

1.8. Acceptance of Selection Process

Each Recipient having responded to this RfP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RfP document. The Recipient ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

1.9. Errors and Omissions

Each Recipient should notify TCIF of any error, omission, or discrepancy found in this RfP document.

1.10. Acceptance of Terms

A Recipient will, by responding to TCIF for RfP, be deemed to have accepted the terms of this Introduction and Disclaimer.

1.11. Requests for Proposal

Recipients are required to direct all communications related to this RfP, through the Nominated Point of Contact person:

Contact: CA Parvej Akhtar, Incharge Procurement

Email: npmu@tcifindia.org

Telephone: +91 (124) 2381603-07

TCIF may, in its absolute discretion, seek additional information or material from any of the Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.

If TCIF, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then TCIF reserves the right to communicate such response to all Respondents on official website of TCIF www.tcifindia.org. The Respondents are required to visit the website frequently to check the answers, no individual response will be sent to any Respondent for the sake of bringing transparency in the bid system.

TCIF may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

1.12. Notification

TCIF will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP. TCIF is not obliged to provide any reasons for any such acceptance or rejection.

-Section 1 ends-

2. Background

2.1. About TCIF

TCI Foundation is a registered and autonomous entity in India. The Foundation works for social welfare initiatives across India in coordination and as partner for the projects governed by the Governments, Public Sector Undertakings, International Organizations and corporates. This procurement of laptops pertains to project “Saksham” under IMEP-2 to technically assist the Dte. of NVBDCP.

2.2. Specifications of Equipment

The technical specifications of the equipment's specified in the schedule (Annexure III) are the minimum requirements of TCIF. The Bidders are at liberty to indicate multiple choices within the specified configuration. TCIF reserves the right to place orders on any of the specifications offered by the Bidders. Similarly the warranty period is the minimum required. The Bidders are at liberty to offer multiple warranty periods and TCIF reserves the right to avail any of the warranty period offered.

- 2.2.1. TCIF intends to procure following computer hardware item directly from the Original Equipment Manufacturers (OEM)/ Partners/ Distributor/ Dealers. The entire hardware to be procured is as under:

Hardware	Qty.	Remarks
Laptops	241	Detailed technical specifications of the Laptops are given in Annexure -III .

- 2.2.2 The Bidders are at liberty to indicate multiple choices within the specified configuration.

- 2.2.3. The purpose behind issuing this RfP is to invite pre-qualification, technical and commercial bids from the eligible bidders and selection of bidder(s) for award of contract.

- 2.2.4. The selection process consists of three phase viz., 1) Pre-Qualification / Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation.

2.3. Scope of Work

The Scope of Work involves:

- 2.3.1 Total solution would cover supply, installation, operationalization, and warranty for 3 (three) years on hardware/ software as per specification (**Annexure-III**). The solution should be complete (bundled) in all respect.

- 2.3.2 The Summary of activities that are part of the scope is as mentioned below:

(a) The capabilities, operating characteristics and other technical details of the hardware and software offered should be furnished together with product brochures, literature, etc in the Technical Bid. The make and model of each component shall be indicated. The system software offered by the Bidder should be of the latest versions. Other Systems Software including Software products offered independently and/or bundled with the hardware and other accessories should be of latest versions. The technical literature of hardware should provide details on architecture, scalability, high availability etc. with details of the processors, memory, cache (internal/external), controllers, Network Interface Cards, power supply, serial / parallel ports etc.

(b) The system software offered by the Bidder should be of the latest versions. Other Systems Software including Management Software products offered independently and/or bundled with the hardware and other accessories should be of latest versions.

(c) All the systems/ equipment's proposed should work in continuous high availability mode and should achieve 99.95% uptime on 12 hours / 6 days a week basis.

(d) Proposed hardware should be made high availability and high reliability to reflect the 24x7 nature.

(e) Bidder shall furnish the details of local service centers situated all over India and shall deploy only trained service personnel to resolve the issues which may arise.

(f) The Systems quoted in response to the RFP should be from the current line of production.

- 2.3.3. Delivery and installation of new hardware items must comply with minimum technical specifications as given in **Annexure – III**, along with accessories and necessary documentation at Gurgaon, Haryana or at any other places in India specified by TCIF.
- 2.3.4. Submission of relevant documents/ reports at Gurgaon, Haryana or at any other places in India specified by TCIF.
- 2.3.5. Submission of **Installation-cum-Acceptance Certificate** as per format prescribed in **Annexure - VI**, duly signed by designated TCIF officials/ Consultants.

2.4. Tender Methodology

- 2.4.1. The tender methodology to be adopted by TCIF will be “**THREE Bid System**” i.e., (i) Pre-qualification /Minimum Eligibility Criteria, (ii) Technical Bid and (iii) Commercial Bid.
- 2.4.2. Bidders who qualify in the pre-qualification /minimum eligibility criteria would only be considered for evaluation of Technical bids.
- 2.4.3. The bidders whose technical bids are found as qualified shall be short listed for commercial evaluation.
- 2.4.4. TCIF reserves the right to open the commercial bid on a pre-decided date and time in the presence of the representatives of the bidders.
- 2.4.5. TCIF would enter into contract with the bidder(s) whose commercial bids are determined as **Lowest Commercial Bid [L1] for each category**.

2.5. Pre-Qualification Criteria [Minimum Eligibility Criteria]:

- 2.5.1. The bidder should be a registered company. Copy of registration certificate is required to be enclosed.
- 2.5.2. The bidder should be Original Equipment Manufacturer [OEM]/ Partners/ Distributor/ Dealer.
- 2.5.3. The bidder if not OEM, must be in possession of certificate of authorized Partner/ Distributor/ Dealer issued by the Original Equipment Manufacturer (OEM) with certificate validity of next year(s).
- 2.5.3. The bidder should be in the business of supply, installation and commissioning of hardware [PCs/Laptops] for **at least five [5] years as on the date of this tender**.
- 2.5.8. The bidder should have direct support or indirect i.e. support through service partners at all the delivery locations. Bidders must submit a detailed support matrix as per **Annexure – IX**. Considering the after sales support services of utmost importance, TCIF shall have the right to independently verifying the support arrangements as submitted by the bidders as part of the evaluation of the bids.
- 2.5.9. The bidder should have their offices in Delhi, NCR and other major cities of India. For locations other than Delhi and NCR, the support may be extended from the same or nearby location. However, it would be OEM/ Partner/ Distributor/ Dealer responsibility to meet the desired level of performance as defined at subsequent sections in this document.

The bidders must submit documentary evidence in support of facts/ claims submitted/ made in response to the Pre-qualification/ minimum eligibility criteria. Documents should be submitted along with Annexure [Pre-Qualification / Minimum Eligibility Criteria].

Proposals of bidders who do not fulfil the above criteria or who fail to submit the documentary evidence thereon would not be considered for further evaluation viz. Technical and Commercial.

2.6. Schedule of Events

1	Purpose of RfP	Supply and Installation of New & Branded Laptops (HP/Dell/Lenovo/Acer).		
2	RfP No. & Date	B13/01/21-PROC		
3	Date of Issue of RfP	01 July 2021		
4	Earnest Money Deposit [EMD]	INR 7,00,000 (seven lakh rupees only) [to be submitted in form of demand draft/pay order in favour of TCI Foundation payable at Gurgaon, along with Pre-qualification/ Technical bids]		
5	Date of submission of clarification questions	July 07, 2021, 5:00 PM		
6	Last date for submission of bids	July 15, 2021 by 3:30 PM		
7	Address for submission of bids	Director - NPMU TCI Foundation TCI House, 69 Institutional Area Sector-32, Gurgaon - 122001		
8	Bid Validity	<ul style="list-style-type: none"> Proposals shall remain valid six (6) months from the date of submission of bids. L1 price for respective items shall remain valid for 180 days from the date of award of contract. 		
9	Date of Opening of Prequalification Criteria [Minimum Eligibility Criteria] & Technical bid	July 19, 2021 at 4:00 PM		
10	Date of opening of commercial bids.	July 23, 2021 at 4:00 PM		
11	Venue for pre-bid meeting & Opening of bids.	TCI Foundation TCI House, 69 Institutional Area Sector-32, Gurgaon – 122001		
12	Tender value	INR 1.3 Crore		
13	Number of Laptops	241		
12	Contact Details:			
	Name	Designation	Phone	E-mail
	CA Parvej Akhtar	Incharge Procurement	(0124) 2381603 - 07	npmu@tcifindia.org

3. Instruction to Bidders

The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

3.1. Clarification of Bids

- 3.1.1. The bidder or its official representative is invited to attend the opening of (i) pre-qualification/ minimum eligibility, (ii) technical, and (iii) commercial bids on the date, time and venue as mentioned in Section 2.6. It would be the responsibility of the Bidders representatives (only one person per OEM/ Partner/ Distributor/ Dealer) to be present at the mentioned venue.
- 3.1.2. Clarification sought by bidder should be made in writing (E-mail) and submitted as mentioned in Section 2.6.
- 3.1.3. The text of the clarifications asked (without identifying the source of enquiry) and the response given by TCIF, together with amendment to the bidding document, if any, will be posted daily on the official website of TCIF www.tcifindia.org. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to necessarily check the website before final submission of bids.
- 3.1.4. In case of any clarification required by TCIF to assist in the examination, evaluation and comparison of bids, TCIF may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted.

3.2. Amendment to the bidding document

- 3.2.1. At any time prior to the date of submission of Bids, TCIF, for any reason, may modify the Bidding Document, by amendment.
- 3.2.2. The amendment will be posted on official website of TCIF www.tcifindia.org
- 3.2.3. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. TCIF will not have any responsibility in case some omission is done by any bidder.
- 3.2.4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, TCIF, at its discretion, may extend the deadline for the submission of Bids.

3.3. Language of Bid

The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and TCIF and supporting documents and printed literature shall be written in English.

3.4. Documents Comprising the Bid

The bid shall consist of Pre-qualification/ minimum eligibility criteria, Technical bid and Commercial bid.

- 3.4.1. Documents comprising the **Pre-qualifications-cum-Technical Bid** should be:
 - 3.4.1.1. Bid Forwarding Letter as per **Annexure – I**.
 - 3.4.1.2. Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract i.e., Pre-Qualification Criteria / minimum eligibility criteria as per **Annexure – II**.
 - 3.4.1.3. Technical Bid as per **Annexure - III**. Any Pre-qualification-cum-Technical Bid containing price information will be rejected.
 - 3.4.1.4. Statement of deviations, if any, as per **Annexure –IV**.
 - 3.4.1.5. Certificate of authorized Distributor/ Partner/ Dealer issued by the Original Equipment Manufacturer (OEM) with certificate validity of next year(s), in case of Distributors/ Dealers

- 3.4.1.6. Letter of undertaking of authenticity – **Annexure – VII.**
- 3.4.1.7. Power of Attorney for authorized signatory – **Annexure – X.**
- 3.4.1.8. DD/ Pay Order of INR 70,00,000 (Seven lakhs rupees) - towards EMD-Refundable
- 3.4.1.9. Data sheets/ printed literature of all the Hardware (laptops) and software (included in the hardware) items being quoted.

3.5. Signing, Sealing and Marking of Bids

The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. Power of Attorney of the person authorized to sign the bid as per format given in **Annexure - X** is to be submitted. The Bidder shall seal the bids in envelopes containing the documents as under:

3.5.1.1. 1st Envelope

(Super-scribing “Tender No B13/01/21-PROC Pre-qualification & Technical Bid – RfP for Purchase of Laptops”):

- i. DD/ Pay order towards EMD.
- ii. Valid Certificate of Distributor/ Partner/ Dealer issued by the Original Manufacturer.
- iii. Bid Forwarding Letter.
- iv. Pre-qualification/ Minimum Eligibility Criteria Form.
- v. Power of Attorney.
- vi. Bank Mandate Form.
- vii. Technical bid
- viii. Statement of deviation, if any
- ix. Letter of undertaking of Authenticity

3.5.1.2. 2nd Envelope

(Super-scribing “Tender No B13/01/21-PROC Technical Bid - RfP for Purchase of Laptops”):

- i. Commercial Bid.

3.5.2. **Name and address of bidder along with contact number should be clearly indicated** on the cover of each envelope.

3.5.3. The envelope(s) shall be addressed to the TCIF at the address given below:

The Director
TCI Foundation (PR-2)
TCI House, 69 Institutional Area
Sector-32, Gurgaon – 122001

3.5.4. If the envelop(s) are not sealed and marked as indicated above, TCIF will assume no responsibility for the Bid's misplacement or its premature opening.

3.6. Bid Currency

Bids should be quoted in Indian Rupee (INR) only.

3.7. Earnest Money Deposit (EMD):

- 3.7.1. All the responses must be accompanied by a refundable interest free **Earnest Money Deposit** of an amount as mentioned in Section **2.6[4]**.
- 3.7.2. EMD should be in the form of Demand Draft / Banker's Cheque in favour of “**TCI Foundation**” payable at Gurgaon. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

- 3.7.3. No interest will be paid on EMD.
- 3.7.4. Request for exemption from Security Deposit will not be entertained.
- 3.7.5. The EMD amount of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
 - 3.7.7.1. The end of the bid validity period, including extended period (if any),

OR

 - 3.7.7.2. Receipt of the signed contract from the selected Bidder.
- 3.7.8. Successful Bidder will be refunded the EMD amount only after acceptance of the hardware (Laptops) by TCIF and submission of performance guarantee by the bidder.
- 3.7.9. In case the acceptance of hardware (Laptops) is delayed due to any reasons beyond the TCIF's purview, successful bidder shall have the BG validity extended for a period of three months till the hardware (Laptops) is accepted by TCIF.
- 3.7.10. The earnest money deposit (EMD) may be forfeited:
 - 3.7.10.1. If a Bidder withdraws its bids during the period of bid validity.
 - 3.7.10.2. If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - 3.7.10.3. In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.

3.8. Delivery and Installation Schedule

- 3.8.1. The Bidder should deliver the goods within **FOUR TO FIVE WEEKS** at TCIF office Gurgaon or at any location specified by TCIF to the successful bidder from the date of purchase order.
- 3.8.2. Delivery of the Goods shall be made by the OEM/ Partner/ Distributor/ Dealer in accordance with the terms of the Purchase Contract. The bidder should take responsibility of the Goods till it reaches the delivery destination TCIF Headquarters Gurgaon, including insurance and storage, as shall be specified in the Contract, shall be arranged by the OEM/ Partner/ Distributor/ Dealer. Bidder shall arrange the road permits or any other document wherever required. Any letter required for this will be given by TCIF.
- 3.8.3. It is Bidder's responsibility to process / submit / clear any document from the respective department/authority for delivery to TCIF.
- 3.8.4. The Bidder shall install the goods and integrate with existing LAN/WAN within One week from the date of delivery of the hardware at Gurgaon or locations specified by TCIF to the successful Bidder.
- 3.8.5. After completion of installation the bidder should obtain sign-off on the **Installation-cum-Acceptance certificate** as per **Annexure – VI** from TCIF official. TCIF will carry out acceptance of hardware as per acceptance test plan.
- 3.8.6. Installation will be treated as incomplete in one/all of the following situations:
 - 3.8.6.1. Non-delivery of any hardware or other components viz. accessories, documentation, software/ drivers media mentioned in the order.
 - 3.8.6.2. Non-delivery of supporting documentation.
 - 3.8.6.3. Delivery, but no installation of the components and/or software.
 - 3.8.6.4. System operational, but unsatisfactory to TCIF.
- 3.8.7. TCIF will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- 3.8.8. The liquidation damages represent an estimate of the loss or damage that TCIF may have suffered due to delay in performance of the obligations (relating to delivery,

installation, operationalization, implementation, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.

- 3.8.9. TCIF shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum of Rs. 5000/- per day after the due date of delivery.
- 3.8.10. Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.

3.9. Delivery Locations:

- 3.9.1. TCIF shall either receive all delivery of goods (Laptops) either at its Headquarters in Gurgaon or on specified locations, the list of which will be shared with the successful Bidders.
- 3.9.2. **However, number of items to be delivered at particular location and delivery locations may undergo change without changing the overall number of items. Changes, if any, shall be advised at the time of placing the order with L1 OEM/ Partner/ Distributor/ Dealer.**
- 3.9.3. TCIF reserve the right to place the order with respective OEM/ Distributor/ Dealer for all the items in single or multiple lots within the bid validity period.

3.10. Delivery and Documents:

The details of shipping and/or other documents to be furnished by the OEM/ Partner/ Distributor/ Dealer are specified hereunder.

- 3.10.1. Original copy of the duly signed challan with name, designation, **date and seal of the office** concerned affixed.
- 3.10.2. Original copy of OEM/ Partner/ Distributor/ Dealer invoices showing contract number, goods description, quantity, unit price and total amount.
- 3.10.3. Inspection certificate issued by the nominated inspection agency, if any, and the OEM's factory inspection report and Quality Control Test Certificates.
- 3.10.4. Proof of back-to-back warranty arrangements with respective OEM for the entire warranty period of minimum 3 (three) years.

3.11. Period of Validity of Bids

- 3.11.1. Prices and other terms offered by Bidders must be firm for an acceptance period of **Six (6) Months** from date of closure of this RfP.
- 3.11.2. In exceptional circumstances TCIF may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall made in writing. The bid security provided shall also be extended.
- 3.11.3. TCIF, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

3.12. Deadline for submission of Bids

- 3.12.1. The bids must be received by TCIF at the specified address as mentioned in the section 2.6 of this document.
- 3.12.2. In the event of the specified date for the submission of bids, being declared a holiday for TCIF, the bids will be received up to the appointed time on the next working day.
- 3.12.3. TCIF may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of TCIF and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.13. Late Bids

Any bid received by TCIF after the deadline for submission of bids prescribed by TCIF will be rejected and returned unopened to the bidder.

3.14. Modification And/ Or Withdrawal of Bids:

- 3.14.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by TCIF, prior to the deadline prescribed for submission of bids.
- 3.14.2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by email and followed by a signed confirmation copy received by TCIF not later than the deadline for submission of bids.
- 3.14.3. No bid may be modified or withdrawn after the deadline for submission of bids.
- 3.14.4. TCIF has the right to reject any or all bids received without assigning any reason whatsoever. TCIF shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

3.15. Opening of Bids by TCIF

- 3.15.1. On the scheduled date and time, bids will be opened by TCIF Committee in presence of Bidders representative. It would be the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign in register evidencing their attendance.
- 3.15.2. The Bidder's name and presence or absence of requisite EMD and such other details as TCIF, at its discretion, may consider appropriate will be announced at the time of technical bid opening. No bid shall be declared as rejected or accepted at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.
- 3.15.3. Bids that are not opened at the time of Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.16. Evaluation Methodology

3.16.1. Clarification of bids

- 3.16.1.1. During evaluation of Bids, TCIF, at its discretion, may ask the Bidders for clarifications on their Bids. The request for clarification and the response shall be in writing (e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.
- 3.16.1.2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid. Compliance should be in terms of their offerings against each parameter. Merely writing as '**Complied**' or '**Yes**' in the bidder's response column shall be considered as incomplete information and such bids shall be liable to be rejected.
- 3.16.1.3. Any deviations from the specifications should be clearly brought out in the bid.
- 3.16.1.4. Bidders to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract.

3.16.2. Preliminary Examinations

- 3.16.2.1. TCIF will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 3.16.2.2. TCIF may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 3.16.2.3. Prior to the detailed evaluation, TCIF will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms

and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, warranty, Force Majeure etc will be deemed to be a material deviation. TCIF's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. TCIF would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.

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

3.16.2.5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required as per this Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

3.16.3. Technical Evaluation

3.16.3.1. Pursuant to the evaluation of pre-qualification/ minimum eligibility criterion mentioned above, bidders will be short-listed for technical evaluation. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.

3.16.3.2. TCIF will review the technical bids of the short-listed bidders [who qualify the minimum eligibility criteria] to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at TCIF's discretion.

3.16.3.3. During Technical evaluation TCIF at its discretion can ask the bidders for the demonstration of all or some components/ features and components of the hardware items quoted by them. However, TCIF will not pay/ reimburse any expenditure incurred by the bidders for arranging the demonstration.

3.16.3.4. TCIF may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

3.16.3.5. Detailed technical evaluation would be carried out for all bidders who qualify the pre-qualification/ minimum eligibility criterion.

3.16.3.6. All technically qualified bidders will be short listed for commercial evaluation of their bids.

3.16.4. Commercial Evaluation

3.16.4.1. All the bidders who qualify in Technical evaluation as per the criteria mentioned above would be short listed for commercial evaluation of their bids as per procedure prescribed at para **2.4.4 and 2.4.5 above**.

3.16.4.2. Bidders who do not qualify the technical evaluation will not be invited for participating in the opening of commercial bids.

3.16.4.3. Post commercial bids opening, successful bidder(s) would be required to submit the price breakup through the duly filled-in and signed commercial bid in the prescribed format

3.16.4.4. TCIF will award the contract to the successful bidder(s) whose bid has been determined to be substantially responsive and has been determined as the **Lowest Commercial bid (L1)**. TCIF has also power not to award the contract to bidder (L1) if it is not in the interest of company in any manner.

3.16.4.5. While the "**Total Cost for determining L1**" item of the Commercial bid-cum-Price Breakup Format would be considered for determining the L1 OEM/

Partner/ Distributor/ Dealer, the order would be placed for the “**Total Cost of Ownership [TCO]**” item of the Commercial bid-cum-Price Breakup Format.

3.16.5. Arithmetic errors correction:

Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:

- 3.16.5.1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, its bid will be rejected.
- 3.16.5.2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- 3.16.5.3. If the bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- 3.16.5.4. TCIF may waive off any minor infirmity or nonconformity 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

3.17. Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

3.18. Contacting TCIF

- 3.18.1. Bidder shall NOT contact TCIF on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from TCIF.
- 3.18.2. Any effort by the Bidder to influence TCIF or stakeholders in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

3.19. Award of Contract

- 3.19.1. TCIF will award the contract to the successful bidder out of the Bidders who have responded to TCIF's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest commercial Bid in each category.
- 3.19.2. TCIF reserves the right at the time of award of contract to increase or decrease of the quantity of goods or services or change in location where equipment are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

-Section-3 ends-

4.0 General Terms and Conditions

4.1. Definitions

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

- “TCIF ” means TCI Foundation;
- “The Contract” means the agreement entered into between TCIF, represented and the OEM/ Partner/ Distributor/ Dealer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- “The Contract Price” means the price payable to the OEM/ Partner/ Distributor/ Dealer under the Contract for the full and proper performance of its contractual obligations;
- “The Goods” means all of the equipment, machinery, and/or other materials which the OEM/ Partner/ Distributor/ Dealer is required to supply to TCIF under the Contract;
- “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, warranty, training and other such obligations of the OEM/ Partner/ Distributor/ Dealer covered under the Purchase Contract;
- “TCC” means the Terms and Conditions of Contract contained in this section;
- “OEM means Original Equipment Manufacturer.
- “Supplier” means OEM/ Partner/ Distributor/ Dealer

4.2. Use of Contract Documents and Information

- 4.2.1. The Supplier shall not, without the TCIF’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of TCIF in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.2.2. The Supplier will treat as confidential all data and information about TCIF, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of TCIF.

4.3. Subcontracts

- 4.3.1. The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract, except with the TCIF’s prior written consent.
- 4.3.2. The Supplier shall notify and obtain concurrence from TCIF in writing of all subcontracts / Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.

4.4. Price

- 4.4.1. Prices quoted by the bidders should include all local taxes, GST, duties, levies, transportation costs, back-to-back support with OEM during Warranty and insurance costs, **till the bid validity period.**
- 4.4.2. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 4.4.4. It is Bidder’s responsibility to process / submit / clear any document from the respective department/authority for delivery to TCIF.

- 4.4.5. No other cost whatsoever will be paid by TCIF.
- 4.4.6. Further, for repeat orders being placed within the bid validity, while the basic cost shall remain fixed/ unchanged, in case of any changes in tax structure by Central / State Govt. the price shall change corresponding to the changes in tax structure. Accordingly, in situations where taxes are lowered the supplier shall pass on the benefits to TCIF, and in case there is upward revision in tax structure, TCIF shall bear the additional costs towards revision in taxes.

4.5. Terms of Payment

The standard payment terms of TCIF are given below:

- 4.5.1. 90% payment after delivery and verification of items and on submission of duly signed delivery challans.
- 4.5.2. 10% payment after complying with the acceptance criteria and submitting performance Bank Guarantee equivalent to 10% of the contract value. The BG shall be valid to cover the **warranty period** (starting from the date of acceptance) and an **invocation period** of additional THREE months beyond expiry of warranty.
- 4.5.3. All the payments including refund of EMD will be made by TCIF Head office at Gurgaon, electronically through RTGS/ NEFT/ Cheque. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder's banker] **Bank Mandate Form** as per format prescribed in **Annexure – XI**
- 4.5.4. At the time of claiming all the payments including refund of EMD, Supplier will be required to confirm in writing the bank a/c and other details furnished in Bank Mandate Form. In case of any changes, Bank Mandate Form would require to be re-furnished.
- 4.5.5. Supplier will be required to furnish the documentary proof of delivery [delivery challan] and installation report duly signed by TCIF officials, proof of back-to-back warranty arrangement certificate while claiming the payment.
- 4.5.6. Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, GST etc. in connection with delivery of goods at site including incidental services and commissioning.
- 4.5.7. The Bidder must accept the payment terms proposed by TCIF. The financial bid submitted by the Bidder must be in conformity with the payment terms mentioned by TCIF. Any deviation from the mentioned payment terms would not be accepted. TCIF shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of TCIF.
- 4.5.8. TDS, if any, will be deducted while releasing the payment.
- 4.5.9. All Payments will be made to the Bidder in Indian Rupee only.

4.6. Technical Information

- 4.6.1. The Bidder should strictly quote for the Brand/ Model complying with technical specifications given in **Annexure – III**.
- 4.6.2. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.
- 4.6.3. The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 3 (three) years including warranty period and post warranty maintenance. The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered. TCIF shall reserve right to ask for Proof of Concept on working of the newly introduced Models in the market, if offered, on the agreed terms & conditions.
- 4.6.4. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered within the price submitted by the bidder.

- 4.6.5. In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/ without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

4.7. Acceptance

- 4.7.1. The acceptance / performance test will be performed after completion of installation of all the hardware items at the respective locations. Complete hardware and Software as specified in the tender must have been supplied & installed properly by the Supplier prior to acceptance of the same. The acceptance test will be conducted by TCIF, their consultant or other such person nominated by TCIF at its option. The Supplier will be responsible for setting up and running the acceptance test without any extra cost to TCIF.
- 4.7.2. In the event of hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which TCIF reserves the right to get the corresponding component replaced by the Supplier at no extra cost to TCIF or to cancel the order and recall all the payments made by TCIF to the Supplier.
- 4.7.3. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Supplier. During acceptance testing the Supplier has to demonstrate all the features of the respective hardware items.
- 4.7.4. TCIF's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by TCIF or its representative prior to the shipment of the goods.
- 4.7.5. Acceptance test criteria for all the hardware items are given below:

S.N	Nature of activity	Remarks
1	Physical Delivery of the hardware items as per the PO and hardware configuration.	The Supplier has to deliver and install the items mentioned in the PO at respective TCIF locations along with all the accessories, driver CDs/DVDs, manuals etc.
2	Configuration and Installation	The Supplier will configure the respective hardware items with the existing LAN/WAN and install related drivers. Supplier shall resolve issues, if any, related to performance/ settings/ drivers/ patches etc. faced by TCIF or its designated agency during the installation of application/ office automation and other utility software tools being used by TCIF for internal use.
3	Installation-cum-Acceptance Certificate.	As a confirmation to the above activities mentioned at Sr. 1 & 2, Supplier shall obtain Installation-cum-acceptance certificate as per Annexure – VI duly signed by TCIF officials after 01 (one) week of successful operation of hardware and submit the same at the time of claiming final payment.

4.8. Acceptance Date:

Supplier shall submit all duly signed Installation-cum-Acceptance Certificates at TCIF's Head office in Gurgaon. Post acceptance, TCIF shall arrive at a common acceptance date for the entire lot of hardware items. Accordingly, the warranty period of 3 (three) years starting from the date of acceptance, shall be determined and conveyed to the Supplier in writing.

4.10. Governing language

- 4.10.1. The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

- 4.10.2. The technical documentation involving detailed instruction for operation and maintenance, users'
- 4.10.3. Manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

4.11. Applicable laws

The Contract shall be interpreted in accordance with the laws prevalent in India.

- 4.11.1. Compliance with all applicable laws: The Supplier shall undertake to observe, adhere to, abide by, comply with and notify TCIF about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect TCIF and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.
- 4.11.2. Compliance in obtaining approvals/ permissions/ licenses: The Supplier shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate TCIF and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and TCIF will give notice of any such claim or demand of liability within reasonable time to the bidder.

4.12. Performance security

- 4.12.1. The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) of an amount equivalent to 10% of contract value and valid for **WARRANTY period + THREE months** (invocation period) from the date of acceptance. The performance guarantee to be submitted within ONE month after acceptance of goods and before release of full and final payment of the Contract for indemnifying TCIF against any default / failure in execution of contract, as per the format provided by TCIF.
- 4.12.2. Since the validity of the BG is linked to the warranty and acceptance of the hardware, the Supplier shall submit the BG only after getting the confirmation from TCIF about the acceptance & warranty period.

4.13. Insurance

- 4.13.1. The Supplier is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.
- 4.13.2. The insurance shall be for an amount equal to 110 percent of the CIF value of the Goods delivered to TCIF covering "All Risks" (fire, burglary, natural calamities such as Earth quake, floods etc.) **valid till one month from the date of delivery**. If the Supplier fails to obtain insurance cover and any loss or damage occur, the Supplier will have to replace the items with new ones without any cost to TCIF.
- 4.13.3. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier.
- 4.13.4. Should any loss or damage occur, the Supplier shall
 - 4.13.4.1. Initiate and pursue claim till settlement, and
 - 4.13.4.2. Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

4.14. Inspections and tests

- 4.14.1. Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:

Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods, by TCIF / TCIF's Consultants /Testing Agency. The Supplier should intimate the TCIF before dispatch of goods to various locations/ offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier.

Provided that TCIF may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of TCIF meriting waiver of such inspection of goods.

In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, TCIF reserves the right to cancel the Purchase Order.

- 4.14.2. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 4.14.3. The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify TCIF against any levies/penalties on account of any default in this regard.
- 4.14.4. On successful completion of acceptability test, receipt of deliverables, etc., and after TCIF is satisfied with the working on the system, the acceptance certificate will be signed by the, Testing Agency and the representative of TCIF.

4.15. Warranty

- 4.15.1. The Warranty shall be on-site, comprehensive, **BACK-TO-BACK from Supplier for a period of 3 (three) year from the date of acceptance.** The Supplier will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship of the hardware and software. The Supplier will provide support for hardware and pre-installed software components including operating system during the warranty period. Defective hardware shall be replaced by the Supplier at his own cost, including the cost of transport.
- 4.15.2. The Bidder warrants that the Goods supplied under the 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.
- 4.15.3. The Bidder further warrants that all 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 the conditions prevailing at the final destination.
- Supplier's hardware engineer will report at TCIF offices within '**Four hours**' [**Call-to-Response**] of reporting of breakdown through telephone/ email or courier at the Supplier's office as per call logging and escalation matrix. Supplier shall resolve the issue within '**Eight hours**' [**Call-to-Resolution**] of its reporting.
- 4.15.4. **Call-to-Response/ Call-to-Resolution Time:**
- 4.15.4.1. For offices in states other than North Eastern States: If a call is logged by 12:00 noon, the Call-to-Response/ Call-to-Resolution time shall be start from the time of reporting of the call on 'Same Business Day (SBD)'. Otherwise it will start from the start of the 'Next Business Day (NBD)'.

4.15.4.2. For offices in North Eastern States: The Call-to-Response/ Call-to-Resolution time shall start after 48 hours from the time of logging the call.

4.15.5. Performance Compliance Level during warranty: Stipulated performance compliance level for the supplied hardware **would be 95%**.

4.15.6. Call will be deemed as call closure if a hardware or part thereof of similar or higher configuration is provided within the Call-to-Resolution.

4.15.7. The performance would be measured as under on monthly basis:

$$\text{Performance (\%)} = \frac{\text{Call closed within stipulated Call-to-Resolution}}{\text{Total number of call received in the month}} \times 100$$

4.15.8. **Penalty for shortfall in Performance Compliance Level:** Amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under:

Shortfall in Performance	Penalty (% of the contract value)
<= 1%	1
>1% and <= 3%	3
>3% and <= 5%	5
>5% and <=6%	6
>6% and <=8%	8
>8% and <=10%	10

4.15.9. The amount of penalty may be claimed/ adjusted while releasing the Performance Bank Guarantee or the warranty period for the hardware will be extended accordingly.

4.15.10. During the Warranty period, the Supplier will have to undertake system maintenance and replacement or repair of defective parts or systems.

4.15.11. TCIF shall promptly notify the Supplier in writing / e-mail of any claims arising under this warranty.

4.15.12. Upon receipt of such notice the Supplier shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to TCIF.

4.15.13. In case equipment is taken away for repairs, the Supplier shall provide similar standby equipment so that the equipment can be put to use in the absence of the originals/ replacements without disrupting TCIF's regular work.

4.15.14. If during operation, the down time of any piece of equipment or component thereof exceeds the agreed Call-To-Resolution time, the Supplier shall provide standby equipment of the same or higher configuration at no cost to TCIF till the original equipment is repaired and made operational.

4.15.15. In case some equipment is declared by the Supplier as beyond repairs, the Supplier shall provide a replacement equipment of the same of higher configuration from the same Supplier with prior approval of TCIF.

4.15.16. Free on-site maintenance services shall be provided by the Supplier during the period of warranty.

4.15.17. Further provided that TCIF may, during the currency of the warranty, shift the goods wholly or in part to other location(s) within the Country and in such case the Supplier undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to TCIF.

4.16. Post Warranty Maintenance:

4.16.1. The selected Supplier will enter into AMC (Annual Maintenance Contract) with TCIF, if so desired by TCIF, for post warranty maintenance after the expiry of the 3 (three)

year's warranty period. However, TCIF will be having right to go with any other vendor for AMC.

4.16.2. The hardware supplied should be maintained by the Supplier for at least 2 (two) years after the expiry of the warranty period.

4.16.3. The AMC charges for the hardware and laptop battery rate contract shall not exceed the rates finalized at the time of purchase.

4.16.4. AMC should cover the total equipment along with OS etc procured from the Supplier with maintenance support by e-mail, telephone and onsite support. In the case of authorized/ channel partners, AMC charges shall also include the cost for the arrangement with Supplier for maintenance of spares, providing support services, updates (if any required) for providing AMC support for period.

4.17. Repeat Order:

TCIF reserves the right to place repeat order for the same items at the contracted rate, up to the extent of 10% of the order value **within 180 days of placing the order.**

4.18. Forfeiture of performance security

TCIF shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the Supplier's failure to complete its obligations under the contract. This is without prejudice to the TCIF's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.

4.19. Penalty for Default Delivery

If the Supplier fails to deliver the items within stipulated period, TCIF will impose a penalty of **1% of the order value for the late delivered item for each weeks delay or part thereof, subject to maximum of 10% of the order value of the late delivered items.**

In case the delay exceeds **FIVE** weeks, TCIF reserves the right to cancel the order. In such an event Supplier will not be entitled to or recover from TCIF any amount by ways of damages, loss or otherwise. If orders are cancelled due to non-delivery, the Supplier will be debarred by TCIF for participating in any future tenders floated by TCIF.

4.20. Taken / Brought over of Company

Subsequent to the order being placed with TCIF, in the event of Supplier or the concerned OEM being taken/ brought over by another company, all the obligations and execution of responsibilities under the agreement with TCIF should be passed on for compliance by the new company in the negotiation for their transfer.

4.21. Termination

Prior to the delivery of the hardware items, TCIF may at any time terminate the contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to TCIF.

TCIF reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- a) Failure of the successful bidder to accept the contract;
- b) Delay in offering equipment for pre-delivery inspection;
- c) Delay in delivery beyond the specified period;
- d) Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;
- e) Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and

In addition to the cancellation of purchase contract, TCIF reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee deposited by the Bidder.

4.22. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and TCIF is

required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. TCIF will give notice to the Supplier of such claim, if it is made, without delay.

4.23. Force majeure

If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of fire, explosion, cyclone, floods, war, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

If a Force Majeure situation arises, the Supplier shall promptly notify TCIF in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by TCIF in writing, the Supplier shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

4.24. Resolution of Disputes

It will be TCIF's endeavour to resolve amicably any disputes or differences that may arise between TCIF and the Supplier from misconstruing the meaning and operation of the Tender and the breach that may result.

- 1) In case of Dispute or difference arising between TCIF and Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between TCIF and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- 2) The Supplier shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by TCIF or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 3) Arbitration proceedings shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 4) Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Delhi, India only.
- 5) Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 6) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

-Section-4 ends-

6. Annexures:

- 6.1. Bid Forwarding Letter – Annexure – I
- 6.2. Pre-qualification/ Minimum Eligibility Criteria – Annexure – II
- 6.3. Technical Bid Format – Annexure – III.
- 6.4. Statement of Deviations - Annexure - IV
- 6.5. Commercial Bid Format - Annexure – V
- 6.6. Installation-cum-acceptance Certificate - Annexure - VI
- 6.7. Letter of Undertaking of Authenticity – Annexure - VII
- 6.8. Format of Performance Bank Guarantee – Annexure – VIII
- 6.9. Service Support Details & Matrix – Annexure – IX
- 6.10. Power of Attorney – Annexure – X
- 6.11. Bank Mandate Form – Annexure - XI
- 6.12. Performance Security Form – Annexure - XII

Bid Forwarding Letter

(To be submitted on Bidder's letter head)

Date:

The Director (NPMU)
TCI Foundation (PR-2)
TCI House, 69 Institutional Area
Sector-32, Gurgaon - 122001

Dear Sir,

Procurement of Laptops

We, the undersigned, offer to submit our bid in response and accordance with your RfP No. B13/01/21-PROC dated 23 June 2021. Having examined the tender document carefully, we are hereby submitting our proposal along with all the requisite tender cost, EMD and other documents as desired by TCIF.

Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We have also noted that TCIF reserves the right to consider/ reject any or all bids without assigning any reason thereof.

We understand that TCIF is not bound to accept any proposal it receives.

Yours sincerely,

Date:

Signature of Authorised Signatory

Place:

Name of the Authorised Signatory:

Designation:

Phone & E-mail:

Name of the Organisation:

Seal:

Pre-Qualification/ Minimum Eligibility Criteria

(Part 1 - General Information)

SN.	General Details	Bidder's response
1	Name of the bidder company	
2	Year of establishment	
3	Type of Company [Govt/PSU/Pub. Ltd / Pvt. Ltd /partnership /proprietary]	
4	Address of Registered Office with contact numbers [phone /fax/mail]	
5	Address of Local Office at Delhi/NCR with contact numbers [phone /fax/mail]	
6	PAN No. [Copy to be enclosed]	

(Part 2 - Minimum Eligibility Criteria)

SN.	Minimum Eligibility Criteria	Bidder's response
1	Registration No. and date of registration. [Registration Certificate to be enclosed]	
2	OEM or Authorised Distributor/ Partner/ Dealer/ Partner [If partner, partnership certificate to be enclosed]	
3	Bidder's Details	
a	Name of Bidder	
b	Address of Bidder in India	
c	Contact Details of Bidder	
d	Name	
e	Designation	
f	Mobile No.	
g	Fax No.	
h	Mail Id	
4	Contact Details of Bidder's authorized representative to make commitments to TCIF	
a	Name	
b	Designation	

c	Mobile No.	
d	Fax No.	
e	Mail Id	
5	No of Years of experience in business of computer hardware [supply, installation & commissioning of Laptops, PCs etc.] [Documentary evidence to be submitted by way of purchase order etc.]	
6	No. of PCs/Laptops delivered and installed at multiple locations in single or separate orders during last 3 years [Documentary evidence to be enclosed]	
7	Financials	
	Parameter	FY
a	Annual Turnover	2018 - 2019
		2019 - 2020
		2020 – 2021
8	ISO 9000:2001 certification [Enclose certificate] [Yes / No]	
9	Quoted hardware (Laptops) are certified to run Windows 10 [Enclose certificate] [Yes / No]	
10	Quoted hardware are Energy star / EPEAT compliance [Enclose certificate] [Yes / No]	
12	Support:	
a	Availability of support arrangement as per para 2.5.9 [Yes / No]	
b	Location, Address and contact details of support center attached as per Annexure IX: [Yes / No]	
13	Details of Reference Customer	
	Customer Name and contact No.	Brief details of the hardware supplied
		PO No and Date [attach PO with masked prices]
a		
b		
c		
d		

Date:

Place:

Name of the Authorised Signatory:

Designation:

Phone & E-mail:

Name of the Organisation:

Seal:

- Note**
1. Bidder's response should be complete, Yes/No answer is not acceptable.
 2. Documentary proof, sealed and signed by authorized signatory, must be submitted
 3. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. TCIF will not make any separate request for submission of such information.
 4. TCIF will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case TCIF feels to visit the site, the bidder to take necessary approvals for the same. TCIF will not make any separate request to the bidders customers.
 5. Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

Annexure - III

Technical Bid Format

(The specifications mentioned are the minimum requirement of TCIF and the Bidders are free to offer goods with higher configuration)

Laptops: 241 Nos.

SN.	Description	Minimum Specifications	Bidders' response
1	Make	HP/Dell/Lenovo	
2	Operating System	MS Windows 10 pro, 64-Bit English	
3	Processor	11th Generation Intel Core i5	
4	Memory	8GB, 8GBx1, DDR4	
5	Hard Drive	1TB 5400 rpm 2.5" SATA Hard Drive	
6	Display	15.6-inch FHD (1920 x 1080) Anti-glare LED Backlit Narrow Border WVA Display	
7	OS Recovery System	Windows 10 Pro OS Recovery Media 64-bit - USB	
8	Keyboard	English International Backlit Keyboard with numeric Keypad - Grey (ICC)	
9	Video Card	Intel Iris Xe Graphics	
10	Wireless	802.11ac 1x1 WiFi and Bluetooth	
11	Ports and Slots	3-in-1 SD Media Card USB 2.0 Lock Slot USB 3.2 HDMI 1.4 Ethernet RJ-45 Headset Jack	
12	Microsoft Office Software with Perpetual license	Microsoft Office Home & Student 2019	
13	Security Software	McAfee Multi Device Security 36 Month Subscription	
14	Carrying Case	Backpack	

15	Warranty	3 (three) years onsite	
16	Data Protection	3 (three) years	
17	Accidental Damage Protection	3 (three) years	
18	Battery	Long Life 3-cell	

Note: 1) In the 'Bidder's Response' column of each table, please mention precisely the offerings as per the brand/ model being quoted by you. Simply writing 'Yes' or 'Complied' will not be acceptable and such bids shall liable to be rejected.

2) Datasheets of all the items should be enclosed with the technical bids. Any other equipment, cables, connectors etc., required meeting TCIF's requirement and to complete the installation has to be arranged by the bidder at no additional cost to TCIF.

Signature of Authorised Signatory

Date:

Place:

Name of the Authorised Signatory:

Designation:

Phone & E-mail:

Name of the Organisation:

Seal:

Annexure - IV

Statement of Deviations

Bidders are requested to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

TCIF may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by TCIF will not entitle the bidder to submit a revised commercial bid.

Supply & Installation of Computer Hardware - List of Deviations (Tender No. B13/01/21-PROC)			
S. No.	Point of reference in the tender	Page number	Comment/ Suggestion/ Deviation
1.			
2.			

Signature of Authorised Signatory

Date:

Place:

Name of the Authorised Signatory:

Designation:

Phone & E-mail:

Name of the Organisation:

Seal:

Annexure – V

Commercial Bid - cum- Price Break-up Format

S.No.	Item Description	Make/ Model	Quantity	Unit Price, incl. of all taxes		Total (including all taxes)
			(A)	Figure (B)	Words	C=AxB
1	Laptops complying with minimum technical specifications as per Annexure-III		241			
Total Cost of New Hardware (Laptops)						
Total Cost of Ownership (TCO)						

B. Other Costs			
2	Rate Contract [INR] per unit applicable after expiry of warranty:		
	Hardware Item	2 nd Year	3 rd Year
2.1	Laptop Battery		

Bidders are requested to note the following:

1. All the details must be provided as per format.
2. Commercial bids must be in sealed envelope.
3. All the rates must be quoted in INR and should be inclusive of all taxes and delivery charges up to destination.
4. Conditional commercial bids would be rejected
5. L1 would be determined on the basis of the Total Cost of Ownership (TCO)

Date:

Signature of Authorised Signatory

Place:

Name of the Authorised Signatory:

Designation:

Phone & E-mail:

Name of the Organisation:

Seal:

Annexure -VI

Installation-cum-Acceptance Certificate

(To be submitted for respective locations)

1	Supplier's Name	
2	RfP No	B13/01/21-PROC
3	Purchase Order No and Date	
5	Description of equipment	
7	Date of Delivery	
8	Installation Date	
6	Serial No's of equipment installed at this location (If the list is big, a separate sheet may be attached)	
	Certificate	Equipment [as per ordered configuration] has been delivered and successfully installed & configured as per our requirements and all the systems are working satisfactorily for the past one week . Accordingly, the hardware may be accepted.

Name of TCIF official : _____

Designation : _____

Signature : _____

Date : _____

Seal :

Annexure - VII

Undertaking of Authenticity

(To be signed by authority not lower than the Company Secretary of the Supplier)

With reference to the hardware items quoted to you vide our quotation No.: _____ dated _____ in response to your tender no. **B13/01/21-PROC**, we hereby undertake that all the components / parts / assembly / software used in these hardware items shall be original/ new from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate [eg., product keys on certification of authenticity in case of Microsoft Windows operating system) and also that it shall be sourced from the authorised source (eg., authorised Microsoft channel in case of Microsoft operating system).

Should you require, we hereby undertake to produce the certificate from our OEM in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the same, if already supplied and return the money if any paid to us by you in this regard. We (*Supplier's name*) also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorised service centre / reseller / SI etc.

Date:

Signature of Authorised Signatory

Place:

Name of the Authorised Signatory:

Designation:

Phone & E-mail:

Name of the Organisation:

Seal:

Annexure - VIII

Performance Bank Guarantee

(To be executed on a non-judicial stamp paper of requisite value)

BANK GUARANTEE

The Director (NPMU)
TCI Foundation
TCI House, 69 Institutional Area
Sector-32, Gurgaon - 122001

KNOW ALL MEN BY THESE PRESENTS that in consideration of the TCI Foundation, an Organization constituted and established under the Indian Trust Act, 182, and having its Registered Office at 10 Rambagh, Old Rohtak Road, Delhi and Head office at TCI House, 69 Institutional Area, Sector-32, Gurgaon-122001 (hereinafter called the TCIF) having agreed to award a contract to M/s. 'Supplier Name' having its office at 'Supplier's Office Address',(hereinafter called "the Supplier") on the terms and conditions contained in the Purchase Order No. _____ dated _____ made between the Supplier and the TCIF (hereinafter called "the said Agreement") which terms, inter alia, stipulates for submission of Bank Guarantee for 10% of the contract value i.e. ` _____ (Rupees _____ only), for the due fulfilment by the Supplier of the terms and conditions of the said Agreement.

At the request of the Supplier (Bank name & address) _____, having its principal/registered office in India at _____ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) _____ (herein after referred to as (Bank name) _____ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No _____ in favour of TCI Foundation.

1. We, do hereby unconditionally and irrevocably undertake to pay to TCIF, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from TCIF an amount not exceeding _____ by reason of any breach by the Supplier of the terms and conditions contained in the said Agreement, the opinion of the TCIF regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to TCIF such sum not exceeding the said sum of _____ only as may be specified in such written demand, in the event of the Supplier failing or neglecting to perform the contract entered into by it with TCIF for providing IT Infrastructure Management Services and Support Maintenance Services to TCIF in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Agreement during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Supplier under or by virtue of the said Agreement have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.
4. We undertake to pay to TCIF all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Supplier in any suit or proceeding pending before any court, tribunal or authority relating thereto and our liability under these being absolute and unequivocal.
5. We further agree with you that TCIF shall have the fullest liberty without our consent and without affecting any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Agreement (ii) to extend time for performance by the said Supplier from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by TCIF against said Supplier and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said

Supplier for any forbearance act or omission on the part of TCIF or any indulgence by the TCIF to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____

6. The liability under this guarantee is restricted to ` _____ (Rupees _____) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Supplier or any change in the constitution of the Supplier or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ` _____ (Rupees _____).
10. This guarantee shall remain in force until (date) _____ Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of TCIF in writing.
12. Kindly return the original of this guarantee to (bank name & address) _____ upon the earlier of (a) its discharge by payment of claims aggregating to _____ (Rupees _____) (b) fulfilment of the purpose for which this guarantee was issued; or (c) _____ (date) ”

In witness where of we have set and subscribed our hand and seal thisday of 2021.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

- 1) Name
Signature.....
Designation.....
- 2) Name
Signature.....
Designation.....

Annexure – IX

Service Support Details & Escalation Matrix

S N.	Location	Support location Local/ Remote	Whether the support available is Direct or In-direct	Complete address & contact person at the support center for call logging & escalation purposes. Besides address, providing contact person, phone no. & e-mail id is a must.		
				Level – 1 (call logging)	Level-2 (escalation)	Level-3 (escalation)

Annexure – X

Power of Attorney

(To be executed on non-judicial stamp paper)

BY THIS POWER OF ATTORNEY executed on _____, 2021, We _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint <Name>, <Employee no.>, < Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

1. Execute and submit on behalf of the Company a Proposal and other papers / documents with 'TCI Foundation' ("TCIF") relating to 'Request for proposal No. **B13/01/21-PROC** for the Supply & Installation of Laptops at various offices and to attend meetings and hold discussions on behalf of the Company with TCIF in this regard.
2. THE COMPANY DOTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, _____ has caused these presents to be executed by _____ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of

WITNESS: _____

Signature of _____

Attested

BANK MANDATE FORM

(To be submitted in Duplicate)

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of Supplier: _____
2. Supplier Code (if applicable) _____
3. Address of the Supplier: _____

4. City _____
5. Pin Code _____
6. E-mail id: _____
7. Phone No. with STD code: _____
8. Mobile No.: _____
9. Permanent Account Number _____

10. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		

Code number appearing on the MICR1 cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)

IFSC CODE	For RTGS transfer		For NEFT transfer	
-----------	-------------------	--	-------------------	--

Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold TCIF responsible. I also undertake to advise any change in the particulars of my account to facilitate up-dation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : _____

Date : _____

Signature of the party / Authorized Signatory

Certified that particulars furnished above are correct as per our records.

Bank's stamp :

Date:

(Signature of the Authorized Official from the Banks)

N.B.: RTGS/NEFT charges if any, is to be borne by the party

1, 2: Note on IFSC / MICR

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

Annexure – XII

PERFORMANCE SECURITY FORM

(To be executed on a non-judicial stamped paper of requisite value)

To: **TCI Foundation**

WHEREAS..... (Name of Supplier) (hereinafter called the "the Supplier") has undertaken, in pursuance of Request for Proposal (RFP) No. **B13/01/21-PROC** for the "_____" (description of Products and Services) (herein after called the "the RFP") to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Supplier shall furnish you with a Bank Guarantee from a scheduled commercial Bank for the sum specified therein, as security for compliance with the Supplier's performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered office at-----and inter alia a branch office situate at ----- have agreed to give a performance guarantee of INR ----- (Rs. ----- only) on behalf of the Supplier.

We ----- **Bank** further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of TCIF in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to TCIF without any demur or protest, merely on demand from TCIF, an amount not exceeding ` ----- (----- only) by reason of any breach of the terms of the RFP dated-----by Supplier. We hereby agree that the decision of TCIF regarding breach of the terms of the RFP shall be final, conclusive and binding on us.

WE do hereby guarantee and undertake to pay forthwith on demand to TCIF a sum not exceeding `...../- (Rupees..... only) (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 RFP and without cavil or argument, any sum or sums within the limit of/- (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

- (i) any time or waiver granted to the Supplier;
- (ii) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Supplier;
- (iii) any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
- (iv) any unenforceability, invalidity or frustration of any obligation of the Supplier or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations under RFP or any failure to make demand upon or take action against the Supplier;
- (v) any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
- (vi) any change in constitution of the Supplier;
- (vii) any petition for the winding up of the Supplier has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the

winding up or dissolution of the Supplier has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out above.

This guarantee is valid until the..... day of <validity date> and a claim in writing is required to be presented to us within one months from <validity date> i.e. on or before <claim period> failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Supplier's Bank)

.....

Date.....

Address

.....

.....