

TENDER DOCUMENT FOR SUPPLY & INSTALLATION OF SERVERS



CENTRAL BOARD OF SECONDARY EDUCATION

“SHIKSHA KENDRA” 2, COMMUNITY CENTRE, PREET VIHAR, DELHI 11009

DOCUMENT CONTROL SHEET

1.	Name of Organization	Central Board of Secondary Education
2.	Scope of Work	To Supply & Install 4 No of Servers at CBSE Office in Delhi.
3.	Tender Type	Open
4.	Tender document download start date	19.08.2017
5.	Tender document download end date	08.09.2017
6.	Bid validity	180 days beyond the closing date of tender
7.	Location of work	Shiksha Kendra-2, Community centre, Preet Vihar – 110092
8.	Tender fee (non-refundable and non-adjustable)	Demand draft of Rs.1000/- in favour of "Secretary, CBSE" or Electronic Fund Transfer.
9.	Earnest money deposit (EMD)	Rs. 2,00,000/- (Rupees Two Lakhs Only) in favour of "Secretary, CBSE" in the form of Demand Draft/Pay Order/FDR/Banker's Cheque/ Bank Guarantee from any commercial bank favouring "The Secretary CBSE payable at Delhi" or through Electronic Fund Transfer in CBSE A/c No. 91471010000016, IFSC Code SYNB0009147, Syndicate Bank, Preet Vihar Branch, New Delhi.
10.	Date of publication	19.08.2017
11.	Date of Pre-bid meeting	31.08.2017 at 3:00 p.m.
12.	Last date and time for submission of Bids	08.09.2017 upto 02:30 p.m.
13.	Date and time of opening of technical bids	08.09.2017 at 03:30 p.m.
14.	Tender should be addressed to	Secretary, CBSE, Shiksha Kendra-2, Community Centre, Preet Vihar – 110092.
15.	Address for communication	Joint Secretary (A&L) CBSE, Shiksha Kendra-2, Community Centre, Preet Vihar, Delhi – 110092.
16.	Period of completion of work	As per terms & conditions of tender and Award letter
17.	Validity of contract/rates	Upto 01 year from date of award & can be extended up to a maximum period of 3 years on satisfactory performance on same terms & conditions.

INDEX

S.N	TOPIC	PAGE No
A.	Instruction to Bidders	4
B.	Tender notice	5
C.	Tender Fee, Earnest Money Deposit and Performance Security	6-7
D.	Eligibility Criteria	8
E.	Terms and Conditions	9-12
F.	Scope of work	13
G.	Pre-Bid Meeting	14
H.	Technical Bid – Annexure I	15-16
I.	Financial Bid – Annexure II	17-18
J.	Forwarding Letter – Self Declaration Form – Annexure III	19
K.	Format for Manufacturer’s Authorization Letter to Distributor/ Dealer – Annexure IV	20
L.	Certificate of Guarantee/ Warranty – Annexure V	21-22

A. INSTRUCTION TO THE BIDDERS

- 1) Please go through the Tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender document/schedule.
- 3) Bidders should take into account any corrigendum published on the Tender document before submitting their bids.

B. TENDER NOTICE

- 1) CBSE invites open tenders in two bids format for Supply & Installation of Servers. The Technical and Financial Bids be kept in two separate envelopes superscribing (i) “Technical bid for Supply & Installation of Servers” (ii) “Financial bid for Supply & Installation of Servers” and both envelopes be kept in another big envelope duly sealed and superscribed as “Comprehensive bid for Supply & Installation of Servers.” and addressed to the Secretary, CBSE, Shiksha Kendra, 2, Community Centre, Preet Vihar, Delhi-110092. The Tender Form can be downloaded from CBSE website www.cbse.nic.in.
- 2) The Tender Document completed in all respect must be dropped in the Tender Box kept at Ground Floor of this office or be sent by Speed Post upto 02:30 PM on or before 08.09.2017. Incomplete, conditional or those received without Tender Fee/ EMD and after due date and time shall be summarily rejected.
- 3) The Secretary, CBSE reserves the right to cancel any or all tenders without assigning any reason thereof. The EMD of successful/ unsuccessful tenderers shall be returned without interest.

For details you may visit link “Tender” on CBSE website www.cbse.nic.in or CPP Portal.

**Sd/-
JOINT SECRETARY (A&L)**

C. TENDER FEE AND EARNEST MONEY DEPOSIT

- 1) The tender fee (non-refundable and non-adjustable) of Rs. 1000/- (Rupees One Thousand Only) in shape of Demand draft of Nationalized/scheduled commercial bank shall be submitted in favour of the “Secretary, CBSE” payable at Delhi or could be paid through Electronic Fund Transfer (A/c No. 91471010000016, IFSC Code SYNB0009147, Syndicate Bank ,Preet Vihar Branch, New Delhi).
- 2) The EMD of Rs. 2,00,000/- (Rupees Two Lakhs Only) can be submitted through Demand Draft/Pay Order/FDR/Banker’s Cheque or Bank Guarantee from any of the commercial bank or the same can be submitted Online through Electronic Fund Transfer in A/c No. 91471010000016, IFSC Code SYNB0009147, Syndicate Bank ,Preet Vihar Branch, Delhi)
- 3) The bidders should write the name of their organization on the backside of the Demand Drafts.
- 4) Bids without tender fee and EMD shall be rejected.
- 5) No exemption from submission of tender Fee and EMD is allowed. However, the Bidders who are registered with NSIC under Single Point registration schemes for Supply & Installation of Servers of documents may be considered for exemption from furnishing the EMD by the Competent Authority. In such cases, an attested copy of the VALID Registration Certificate from NSIC must be furnished. Mere registration as a SSI Unit does not qualify the Bidders for claiming exemption from furnishing the tender fee and EMD. In the absence of valid certificate from the NSIC, such tenders shall be rejected straightway. The bidders claiming for exemption from furnishing the Tender Fee and/or EMD must submit the supported documents duly attested as per the tender notice in sealed envelopes super-scribing “Request for consideration for exemption from furnishing the Tender Fee and/or EMD” to the “Secretary, CBSE”.
- 6) In the case of those Bidders who fail to qualify the eligibility criteria and whose technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded to them without any interest within one month from date of finalisation of technical bids.
- 7) Earnest Money Deposit of the successful bidder will be returned after submission of the performance bank guarantee.

PERFORMANCE SECURITY DEPOSIT/BANK GUARANTEE

The successful bidders shall submit performance security deposit in the form of an unconditional and irrevocable performance bank guarantee or in shape of Demand draft of Nationalized/scheduled commercial bank in the favour of "Secretary, CBSE, Delhi" or could be paid through Electronic Fund Transfer (A/c No. 91471010000016, IFSC Code SYNB0009147, Syndicate Bank ,Preet Vihar Branch, New Delhi) of an amount equivalent to 10% of contract value valid for 60 days beyond the date of completion of all contractual obligations of supplier including warranty obligations from any scheduled commercial bank located in India at his own expense within 15 working days from the date of issue of Work Order of the Contract or prior to signing of the Contract whichever is earlier, failing which the work order stands cancelled and EMD shall be forfeited.

D. ELIGIBILITY CRITERIA

(Please provide documentary proof for following with technical bid)

1. Only manufacturers or their sole authorized distributors/dealers are eligible to bid. Authorization letter from Original Equipment Manufacturer (OEM) in favour of authorized distributors/dealers to bid/negotiate against this tender, must be enclosed with the technical bid documents. The proforma of the authorization letter is enclosed with the tender document as **Annexure-IV**. It is also clarified that distributors/dealers who may quote different makes and models of the particular manufacturers would have to submit authorisation from all the manufacturers separately.
2. **Experience :-**

Experience of having successfully completed similar work during last 3 years including last day of the month previous to the one in which applications are invited should be atleast one of the following :-

 - a. 3 similar completed works costing not less than the amount equal to Rs 18,00,000/- each
 - b. 2 similar completed works costing not less than the amount equal to Rs 36,00,000/- each
 - c. 1 similar completed work costing not less than the amount equal to Rs 58,00,000/-

*Similar work here means work as defined in the scope of work
8. **The Average annual turnover during the last 3 years ending on 31st March of the previous financial year should be Rs2,00,00,000/-(Rupees Two Crores only).**

(Supported by Financial Statements, Balance Sheet, P&L A/C etc).
3. The agencies registered with Directorate of Service taxes need only apply and the agency should submit the details of registration of their firm/company, income tax registration & copy of PAN Card, Sales Tax/ VAT/ Service Tax certificates.
4. The agency should submit an affidavit that it has not been black listed by any Government / Autonomous/ Examining Bodies
5. The Secretary, CBSE reserves the right to reject any or all the tenders without assigning any reason thereof. The Board reserves the right to allot the job to one or more firm quoting the lowest rates or to more than one firm on the lowest rates received by the Board.

E. TERMS AND CONDITIONS

The technical bid shall contain the documents specified or claimed by the bidder fulfilling the Eligibility and should be signed by the bidders failing which the bid will be summarily rejected.

1. Interpretation:-

- a. CBSE means the purchaser and The Secretary , CBSE means the Consignee.
- b. Successful tenderer means the person or agency who has been issued Letter of Award for the work.
- c. Supplier or Contractor means the person or agency who shall be contracted to execute the work after issue of Letter of Award for the work.

2. Delivery & Installation:

- i) The tenderer shall have to complete the supply of equipments as contained in the letter of award within 2 (two) weeks from the date of issue of Letter of Award at the location of CBSE , Delhi and NCR.
- ii) The tenderer has to complete Installation, testing and commissioning of the servers as well as their handing over in faultless working conditions including system installation within one week from the date of receipt of material on the site.
- iii) No extension in the period specified above, shall be allowed and granted by CBSE under any circumstances except the circumstances stated **in Force Majeure Clause.**

3. Satisfactory Installation: The satisfactory Installation, Testing & Commissioning and Handing over of the equipments means the faultless functioning including system integration of all the equipments for a minimum period of 60 (Sixty) days from the date of handing over the same to CBSE.

4. Liquidated Damages: If the tenderer fails in satisfactory Installation, Testing Commissioning of the equipments in stipulated time then liquidated damages/ penalty at the rate of 1% (One Percent) of the order value per week subject to maximum of 10% (Ten Percent) will be deducted from the due payments of the supplier or contractor or from the performance security/performance guarantee as the case may be.

5. **Guarantee / Warranty:**

(A) The tender must be quoted with **Five years comprehensive onsite Warranty / Guarantee** which shall be considered from the date of the satisfactory Installation, Testing & Commissioning of equipments including system integration against the defects in Manufacturing, Workmanship and Poor Quality of components in the guarantee/warranty in prescribed format as given at **Annexure-V**.

(B) **Downtime (period during which the system is not functional):** During the warranty period not more than 5% (Five Percent) downtime shall be permissible. For downtime exceeding 1% (One Percent) over and above permissible 5% then penalty @ 1/365 of the 5% (Five Percent) of the order value per day subject to maximum of 10% of the order value may be imposed and recovered from the due payments of the contractor or Performance Security/Performance Guarantee as the case may be. Downtime will be counted from the date and time of the filing of complaint within the business hours.

6. **Training of Personnel:**

The successful tenderer shall be required to provide the technical training for 3 (Three) number of personnel involved in the use of the equipments at the CBSE premises at DELHI/NCR the installation of the equipments for a minimum period of 5 (Five) man-days (Minimum 4 hours per day) at the cost of tenderer.

7. **Tender Preparation Expenses:**

The tenderer shall solely bear all costs associated with the preparation and submission of the bid. The CBSE shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case, such costs shall be reimbursed by the CBSE.

8. The rates so quoted should be inclusive of all applicable taxes and costs.

9. Quoted rates must be valid for a period of 180 (One Hundred Eighty) days from the due date of the opening of the tender. The quoted price shall remain unchanged during the validity period. In case the tenderer withdraws his offer during the validity period, bid shall be rejected and the EMD shall also be forfeited without assigning any reason thereof. No appeal of the tenderer shall be entertained. The tenderer shall also be ready to extend the validity, if required. In case CBSE desires to procure additional quantity of the items as

mentioned in the Bill of Material, during the validity period of the quoted price the successful tenderer shall be liable to supply the same to CBSE only at the quoted price of the respective items.

10. CBSE reserves the right to deny the entry to any staff member of the bidder/ agency, if so deemed appropriate by it.

11. Time is the essence of the contract and the bidder/ agency shall adhere to the time schedule as prescribed by the CBSE for execution of the work.

12. An appropriate agreement will be executed by the bidder/ agency with CBSE, on the agreed terms and conditions. The CBSE will deal with the bidder/ agency directly and no sub-contract/agent/consultant etc. should be asked by the bidders/ agency to represent their cause and they will not be entertained by the Board.

13. The CBSE, in its discretion, reserves the right to reject or accept any or all the bids partly or completely at any time without assigning any reason thereof.

14. In the event of termination of contract, the CBSE shall be entitled to forthwith forfeit the security deposit either full or in part apart from taking such legal remedies as are available in law.

15. If the rate quoted by any of the bidders appears to be unreasonable/abnormally low in comparison to prevalent market rate at the relevant point of time, the tender may be rejected.

16. If the servers are not installed within the stipulated timeframe due to fault of the successful bidder/ agency, then penalty shall be levied for every day of such stoppage at such rate as given in penalty clause.

17. **Force Majeure:**

Any delay due to Force Majeure will not be attributable to the tenderer. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the tenderer which could not reasonably have been expected to occur, such as exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the tenderer or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil

commotion or politically motivated sabotage which prevents the tenderer to Supply the equipments to CBSE and their Installation, Testing & Commissioning for a continuous period of 7 (seven) consecutive days. In such event, purchaser shall extend the scheduled period of delivery appropriately

PENALTY CLAUSE

- a) In case the agency is not able to execute the job to the entire satisfaction of the CBSE, the Bank Guarantee submitted by the firm shall be liable to be forfeited in whole or part as per decision of the Chairman of the Board, which shall be final.
- b) The payment will be made after satisfactory completion of work only and no advance payment shall be made.
- c) Any discrepancy or failure to comply the requirement of Board in the assignment will be the sole responsibility of the Agency and any lapse will lead to penal/legal action against the Agency, besides appropriate compensation towards loss occurred to CBSE.
- d) Liability of bidder to be full and absolute to the value of the work award.
- e) If a dispute arises out of or in connection with this contract, decision of the Chairman ,CBSE shall be final and binding.
- f) The agency shall be governed by the laws and procedures established by Government of India/ State of Delhi, within the Framework of applicable legislation and enactment made from time to time concerning such commercial dealings / processing.
- g) All disputed in this connection shall be settled in Delhi Jurisdiction only.
- h) The CBSE reserves the right to cancel this tender or modify the requirements, at any stage of Tender process cycle.
- i) CBSE also reserves the right to modify / relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.
- j) The terms and conditions duly singed by the Tenderers/bidders should accompany the specific Tender Form.
- k) C.B.S.E., in its discretion, reserves the right to reject all or any part of the tender bid without assigning any reason thereof.

F. SCOPE OF WORK

The Installation of Servers is to be made as per the following specifications at locations across Delhi / NCR.

DESCRIPTION	SPECIFICATIONS
Form Factor/Height	2U Rack/ 4U,
Processor /Cache	Dual Intel® Xeon® processors E7-4850 V4 series with 16 Core, 2.1 GHz, 40 MB Cache per processor. Chipset Intel C602J
Memory	64 GB, 2400Mhz with 64GB TruDDR4 Memory LRDIMMs; system supports RDIMM/LRDIMM
Disk Bays	8 front and 2 rear 3.5-inch HDDs/SSDs
RAID Support	12 Gbps dedicated slot for the first RAID; support for up to four RAID adapters. Integrated RAID controller. SAS RAID Controller RAID '0', '1' '10' , '5', '50' , '6' '60' Support
Power Supply	Dual redundant 750 W AC + 750 W ACPlatinum, or 750 W AC 80 PLUS Titanium
Hot-Swap Components	Power supplies, fan modules, and HDDs/SSDs
Network Interface	4 x 1 GbE (std) and 1 x IMM; optional 10/40 GbE ML2 or PCIe adapter; Trusted Platform Module built-in
Expansion Slots	3PCIe 3.0 slots and 2 PCIe 2.0 slots (supports up to 2 x 300 W GPUs and up to 1 x ML2) and 1 dedicated RAID slot
USB Ports/VGA Ports	3 front (2 x USB 3.0, 1 x USB 2.0) and 4 back (3 x USB 3.0, 1 x USB 2.0) and 1 internal (USB 3.0) for hypervisor/1 front and 1 back
HDD	3X 300GB 15K RPM 2.5 INCH 512E 12G SAS2Hot-plug HARD DRIVE (on RAID 1) OS 2 X 4TB SAS2 15K RPM 2.5/3.5 INCH Hot-plug HDD (on RAID 5) Data
Energy Efficiency	ENERGY STAR compliance
Other	iDRAC8 Enterprise with VFlash, 16GB SD Card Remote Management High Quality Sliding Rack mount RAIL Kit
Systems Management	IMM2.1; one IMM dedicated port and one shared; optional remote presence; Predictive Failure Analysis; LEDs; optional next-gen light path diagnostics panel
Operating Systems (OS) Supported	Microsoft Windows Server 2012 R2 or 2016 (Optional USB Key or SD Media Adapter)
Warranty	5-year customer replaceable onsite

G. Pre-bid meeting:

A pre-bid meeting would be held on 31.08.2017 at 15:00 hrs at CBSE, Conference Hall, 2 Floor, Shiksha Kendra, Preet Vihar, Delhi-92. All prospective bidders may attend the meeting to clarify doubts. The bidders can also seek clarification on email id- director-it@cbse.gov.in or asadm@cbse.gov.in.

In case, any substantive or important clarification emerges during pre-bid meeting, the same shall be shared to all through CBSE website www.cbse.nic.in.

H. BID OPENING PROCESS

- 1) Technical bids of only those bidders, whose Tender Fee and EMD instruments are found to be in order, will be opened on the date and time of opening of Technical Bid in the presence of the representatives of the bidders who chose to remain present at CBSE Office.
- 2) The financial Bids of only those Bidders short listed from the Technical Bids will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders and the same will be evaluated by a duly constituted Committee.
- 3) No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid whether technical and financial, till final decision in this regard conveyed to the successful bidder(s). However, Committee of the Board can make any enquiry / seek clarification from the bidder, which the bidders must furnish within the stipulated time or else the bid of such defaulting bidders will be rejected.

TECHNICAL BID

1.	Name and address of the Firm / Company with contact details :-			
	Telephone/Mobile:		Fax :-	Email.
	Contact details of the Person authorized to make communication with CBSE			
	Name			
	Designation			
	Phone/Mobile No.			
	Fax NO.			
E-Mail ID				
2.	Company /Firm Details			
	Type of Company (PSU, Pub. Ltd /OEM / Authorized Business Partner			
	Company / Firm (Partnership/proprietorship) Registration No. & Date of registration			
	Year of incorporation / establishment			
	PAN No. (Copy to be enclosed)			
	VAT Registration No. (Copy to enclosed)			
Service Tax Registration (Copy to enclosed)				
3.	Financial Information			
	Details	2015-16	2014-15	2013-14
a.	Gross annual turnover similar works			
b.	Profit/loss			
c.	Financial Position <ul style="list-style-type: none"> • Cash • Current assets • Current liabilities • Working capital • Current ratio : current assets/current Liabilities 			
4.	Proposed (tentative) manpower to be deployed by the bidder			
5.	Details of Tender Fee and Earnest Money Deposit			
a.	Details of Demand draft towards Tender Fee			
	Demand Draft Amount			
	Issuing Bank Of the Demand Draft			
	Demand Draft No			
b.	Details of Demand Draft towards Earnest Money Deposit			
	Demand Draft Amount			
	Issuing Bank of the demand Draft			
	Demand Draft NO.			

6. Past experience in providing servers

	2014-15	2015-16	2016-17
Name of Organisations for Contact Person along with Telephone No.			
Volume & of servers provided			
Duration for Completion of Project			
Value of the Project (Copy of work order to be enclosed)			

Note: Following must be attached with technical bid.

1. Copy of PAN Card of the Firm
2. Copy of Certificate of Service Tax Registration NO.
3. Copy of Balance sheet of last 1 years with details of turnover as per point no 3 of eligibility conditions.
4. Copy of Experience Certificates of 3 years in the field of scanning as per point 1 of eligibility conditions
5. Bidder should attach solvency certificate.
6. Copy of the quality certificate as per point no 4 of the eligibility conditions
7. All documents to support technical eligibility must be enclosed duly certified by Authorised signatory.

Any other document as mentioned in the tender document

FINANCIAL BID

The Financial Bid should be submitted in the following format.

- Prices should be quoted in Indian Rupees (INR) and indicated both in figures and words. Figures in words will prevail.

Sl. No	DESCRIPTION	SPECIFICATIONS	Rate per Server (in figure) INR Only	Amount in words
1	Form Factor/Height	2U Rack		
	Processor /Cache	Dual Intel® Xeon® processors E5-2697 v4 series with 18 cores each/45 MB per processor		
	Memory	64 GB, 2400Mhz with 64GB TruDDR4 Memory LRDIMMs; system supports RDIMM/LRDIMM		
	Disk Bays	8 front and 2 rear 3.5-inch HDDs/SSDs		
	RAID Support	12 Gbps dedicated slot for the first RAID; support for up to four RAID adapters. Integrated RAID controller. RAID '0', '1' '10' , '5', '50' , '6' '60' Support		
	Power Supply	Dual redundant 750 W AC + 750 W ACPlatinum, or 750 W AC 80 PLUS Titanium		
	Hot-Swap Components	Power supplies, fan modules, and HDDs/SSDs		
	Network Interface	4 x 1 GbE (std) and 1 x IMM; optional 10/40 GbE ML2 or PCIe adapter; Trusted Platform Module built-in		
	Expansion Slots	3PCIe 3.0 slots and 2 PCIe 2.0 slots (supports up to 2 x 300 W GPUs and up to 1 x ML2) and 1 dedicated RAID slot		
	USB Ports/VGA Ports	3 front (2 x USB 3.0, 1 x USB 2.0) and 4 back (3 x USB 3.0, 1 x USB 2.0) and 1 internal (USB 3.0) for hypervisor/1 front and 1 back		
HDD	3X 300GB 15K RPM 2.5 INCH 512E 12G SAS2Hot-plug HARD DRIVE (on RAID 1) OS 2 X 4TB SAS2 15K RPM 2.5/3.5 INCH Hot-			

		plug HDD (on RAID 5) Data		
	Energy Efficiency	ENERGY STAR compliance		
	Other	iDRAC8 Enterprise with VFlash, 16GB SD Card Remote Management High Quality Sliding Rack mount RAIL Kit		
	Systems Management	IMM2.1; one IMM dedicated port and one shared; optional remote presence; Predictive Failure Analysis; LEDs; optional next-gen light path diagnostics panel		
	Operating Systems (OS) Supported	Microsoft Windows Server 2012 R2 or 2016 (Optional USB Key or SD Media Adapter)		
	Warranty	5-year customer replaceable onsite		

Note:

1. Quantity of servers may increase or decrease as per requirements of Board.
2. The rate quoted should include all costs involved in logistics, installation and operations etc.
3. The rate quoted should also include all applicable taxes
4. The rates should be inclusive of the all other incidental costs such as training and backup support as described in the tender document

ANNEXURE III

FORWARDING LETTER SELF DECLARATION FORM

(To be submitted on Bidder's letter head)

Dated _____

To

Joint Secretary (A&L)
Central Board of Secondary Education
Shiksha Kendra, 2 Community Centres,
Preet Vihar, Delhi-110092

Ref: Yours tender Notice NO. _____ dated _____

Sir,

This is with reference to your above mentioned tender for supply and installation of servers. Having examined the tender documents, we hereby submit our proposal along with the necessary documents, we hereby declare that our company is having unblemished past record and was not under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India or any State Government /PSU in the country of India

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

Date:

Authorised Signatory:

Name

Designation

Place

Contact NO:

Email:

Company Seal

**FORMAT FOR MANUFACTURER'S AUTHORISATION LETTER TO
DISTRIBUTOR / DEALER (on letter head)**

Note : In case, the tenderer wish to quote for different makes of item, he shall have to submit the authorisation to quote from all the manufacturers whose materials tenderer wish to quote.

Ref.No.

Date:

To,

Joint Secretary (A&L)
Central Board of Secondary Education
Shiksha Kendra, 2 Community Centres,
Preet Vihar, Delhi-110092

Sub. : Authorization Letter.

Dear Sir,

We, _____, who are established and reputed manufacturers of _____, having factory at _____, hereby authorize M/s.____(name & address of distributor /dealer)_____ to bid, negotiate and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender / Agreement negotiated by M/s _____, jointly and severely. No company or firm
or individual other than M/s _____

are authorized to bid, negotiate and conclude the order in regard to this business against this specific tender as for all business in the entire territory of Chennai.

In case duties of the dealer / distributor are changed or dealer / distributor will be changed, it shall be obligatory on us to automatically transfer all the duties and obligations to the new Dealer/Distributor failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Dealer/ distributor. **We also certify that we shall not use any illegal practice to obtain the order from CBSE**

Yours faithfully,

Place:

Date:

Name & Address of
Manufacturer/Partners/Authorised Distributor
Dealer, as the case may be

CERTIFICATE OF GUARANTEE / WARRANTY

(On letter head)

I / We certify that the guarantee/ warranty shall be given for a period of five years starting from the date of satisfactory installation, commissioning and handing over of the equipment and the work conducted under the contract. During the guarantee/ warranty period, I/ we shall provide the “after sale service” and the replacement of defective/ or any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the period of guarantee/ warranty shall begin only from the date of satisfactory and faultless functioning of the equipment including system integration from the day of handing over of equipments to CBSE. The benefit of change in dates of the guarantee/ warranty period shall be in the interest of the use by your organization.

During the warranty period, we shall provide at-least 3 (three) preventive maintenance visits per year.

Uptime Guarantee : During the guarantee/warranty period, we will be responsible to maintain the equipment including all the accessories in satisfactory faultless working conditions including system integration for a period 347 days (i.e. 95% uptime) in a block of 365 days.

- All complaints will be attended by us within 4 (Four) working days of receipt of the complaint in our office.
- In case there is delay of more than 4 (four) days in attending to a complaint from our side then you can count the number of days in excess of the permissible response time in the downtime. The above said response time of 4 (four) days for attending to a complaint by us will not be counted in the downtime.

Liquidated Damages/ Penalty: We shall pay the liquidated damages/ penalty equivalent to 1% (one) of the order value of the equipment for every week or part thereof delay in rectifying the defect subject to a maximum of 10% (ten) from the amount of our performance guarantee.

No deduction or advantage of any kind on account of Sundays, half days or Public / Govt. holidays observed by the CBSE shall be allowed from the total down time permissible as defined above. The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of CBSE

We shall try to repair the equipment at CBSE premises. However, in case it is not possible to repair the equipment at CBSE premises, we will take out the equipment

to our site on our own expenses. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the CBSE after repair within a period of 4 (four) working days. If any loss of equipment occurred during our custody, we will compensate to CBSE for such losses and reimburse the cost of equipment as mentioned in the letter of award.

We guarantee that in case we fail to carry out the maintenance work within the stipulated period, CBSE reserves the right to get the maintenance work carried out at our risk and cost. However, CBSE shall inform us to bear the responsibility through e-mail but non-reply of e-mail by us shall not be the constraint for execution of such works at our risk and cost. All the expenses including excess payment for repairs/maintenance shall be adjusted against the Performance Bank Guarantee which we have deposited with CBSE. In case the expenses exceed the amount of Performance Bank Guarantee, the same shall be recoverable from us with interest in accordance with the terms and conditions of the tender document and Indian Laws.

We undertake to perform calibration of the equipments after every major repair/breakdown/taking the equipment out for repair from CBSE premises.

We guarantee that we will supply spare parts, if and when required at mutually agreed price. The agreed basis shall also be on the basis of agreed discount on the published catalogue price of the manufacturer.

We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance for the lifetime requirements of spare parts.

**Authorized signatory of the company with
seal**

Place :

Date: