

Tender No.: TCIL/S&TC/CWG/T-05 Dated December 8, 2009

**Revised Tender Document
For
Supply of Computer Hardware
For Commonwealth Games Delhi 2010**

Date of issue of this revised document: February 26, 2010

An Important Note

This document supersedes the earlier tender document for tender No. TCIL/S&TC/CWG/T-05 dated December 8, 2009 published on the TCIL website and all related corrigendums issued till 25th February 2010. Bidders are requested to **kindly refer to this document only for** the purpose of any further correspondence and **submission of their bid** in response to the above-mentioned tender enquiry.



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SECTION-1

NOTICE INVITING TENDERS (N.I.T.)

SECTION-1

Tender No.: TCIL/S&TC/CWG/T-05

December 08, 2009

NOTICE INVITING TENDERS

- 1.0 The vision of Commonwealth Games Delhi 2010 (D2010) is to host the best Commonwealth Games ever. A key component of this vision will be the establishment of world class technology solutions providing fully robust, scalable and flexible services required to support the staging of the Games.

For and on behalf of the “**Organising Committee Commonwealth Games Delhi 2010 (OC-CWG)**”, sealed tenders are invited by Telecommunications Consultants India Ltd. (TCIL) from eligible/ experienced Indian bidders/firms /organizations/ suppliers for ‘Supply of Computer Hardware for the Commonwealth Games Delhi 2010’.

- 1.1 This tender is issued to obtain bids from reputed and experienced companies who, **in addition to providing Computer Hardware and related Services on lease/rental basis, also wish to become Official Sponsorship Associate of the Commonwealth Games Delhi 2010** as per the scope of work defined in this document.

Arising out of this tender, our Client, ‘OC-CWG’ will grant marketing rights of the XIX Commonwealth Games Delhi 2010, to the bidder/OEM who provides maximum economic value to the Client as per the evaluation procedure. The selected Sponsorship Associate, if any, will be granted marketing rights in relation to the Levels of Support, Marketing Category and consideration as below:

Level of Support: The CWG Delhi 2010 Sponsorship Programme includes five levels of support viz. Lead Partners, Partners, Sponsors, Co-Sponsors and Suppliers.

The **Sponsorship Functional Area (FA) of OC-CWG has outlined the rights** and benefits that the selected bidder will enjoy as a consideration for its sponsorship level. It is to clarify that the bidder will be excluded from other Marketing Categories beyond the scope of work mentioned in this document, unless the bidder is awarded the tender for the (se) additional service (s) as well. For any further details on the sponsorship, the bidders are requested to send their queries to cwg.sponsorship@tcil-india.com latest by 5th March 2010. Any query received after this date shall not be entertained. The Response to the query shall be given by a revert email to the respective bidder (s) only.

Consideration: Selected Bidder may pay for the marketing benefits granted by OC-CWG for the specific category in the form of cash (hereinafter referred to as “Cash”) and goods and/or services (hereinafter referred to as “Value-in-Kind” or “VIK”).

Keeping in view the temporary requirement, the bidders are asked for Wet-Lease for a period of up to 8 months. Bidders should also quote the residual unit price (all-inclusive) to be paid at the end of LEASE period if **TCIL/OC-CWG/ any Venue Owner opts to retain part or all the equipments.**

If the bidder who is not offering sponsorship bid, becomes successful bidder, he will not have any marketing rights and will have to sign a deed to that effect - giving a specific declaration stating that “if he becomes successful then he will not have any marketing rights in CWG D2010 and he is willing to sign the deed regarding denial of marketing rights”.

- 1.2 Tender documents will be available for sale** from the office of General Manager (S&TC), 4th Floor, TCIL Bhawan GK-I, New Delhi - 110048 on payment of non-refundable fee of INR400/- (Indian Rupees Four Hundred only) by Demand Draft in favour of “**Telecommunications Consultants India Ltd.**”, payable at New Delhi.

The tender document purchased from TCIL is non-transferable.

Bidders requesting tender documents through post should include an additional amount of Rs. 50/- for mailing within India. Mailing of tender will be wholly at the risk of the Bidders.

Last date of sale of tender documents is March 11, 2010.

Complete tender documents are also available on TCIL's website: <http://www.tcil-india.com>.

NOTE: Any **amendment/corrigendum/clarification** to the tender document shall be posted on TCIL website www.tcil-india.com, for which bidders may kindly keep a regular watch on the TCIL website.

The documents downloaded by the parties from the website shall be valid for participation in the tender process. Those making use of the tender documents downloaded from the website shall have to pay the fee of the document in the form of a demand draft of Rs.400/- by Demand Draft in favour of “Telecommunications Consultants India Ltd.”, payable at New Delhi along with the bid. Such **bids received without the requisite tender fee shall be considered as invalid ab-initio.**

1.3 ELIGIBILITY CRITERIA

The bidder shall fulfill the following eligibility conditions:

- i) The bidder shall be either an Original Equipment Manufacturer (OEM) of the reputed Computer Hardware, or any Firm/Company/Agency specially authorized to bid in this tender by OEM of the reputed Computer Hardware.

In case the bidder is an OEM, the following supporting documents will be submitted:

- a) Certificate of Incorporation/Registration;
- b) Documentary Evidence in support of being an OEM;

In case the bidder is authorized specially to participate in the tender, the bidder will submit the Letter of Authorisation and support from the OEM.

- ii) Bidder/ OEM of Computer Hardware (in case OEM is not participating directly) should have sound financial position in the market and should have earned profit for each of the last 3 (three) financial years (viz. 2006-07, 2007-08, 2008-09);

Audited Accounts consisting of profit & loss account and balance sheet duly verified and signed by the Chartered Accountant should be submitted in support of the same.

- iii) The Average Annual Financial Turnover of the bidder from the sale & services of Computer Hardware should be at least INR 7.5 Crore (INR 75 Million) during the last 3 (three) financial years, ending 31st March 2009.

For other currencies, the RBI exchange rate prevailing on the scheduled date of submission of bids will be used to work out the turnover figures. Bidder shall submit Annual Reports in support of this condition.

- iv) OEM/Bidder should have provided the Computer Hardware and related services of similar size and nature for at least 1 (one) international sports event viz. Olympic Games or Commonwealth Games or Asian Games, during the past 5 years. The documentary evidence showing the nature of involvement should be submitted.
- v) OEM/Bidder should have the minimum experience of having successfully completed similar work (supply and after sales service of Computer Hardware), as detailed below, during the last 2 (two) years:

One similar work costing not less than INR 12 crore (INR120 Million); Or
Two similar works, each costing not less than INR 6 crore (INR 60 Million);

- vi) The OEM must have at least one spares depot in the NCR region; bidder to furnish the details of the physical address and telephone number (s) of the Spares Depot (s).
- vii) The OEM's Technical Assistance Centre (TAC) should be based in India and should have a dedicated Toll-Free number for supporting the infrastructure at the Commonwealth Games.
- viii) The OEM and bidder should not be currently barred or black-listed by any of the central govt. departments/organizations/central PSUs.
- ix) The bidder should have PAN card.
- x) The bidder and OEM should have valid ISO Certification.
- xi) Willingness to sign the Integrity Pact as per Annexure-I of Clause 3.2.2 (Section-3).

Note: Bidder should attach necessary supporting documents (self-attested copies) as proof in respect of each of the eligibility criteria mentioned above. To avoid seeking clarifications post bid submission, the bidders are advised to submit all the supporting documents as part of bid submission.

- 1.4 **Earnest Money Deposit (EMD)** amounting to INR 15,00,000/- (Indian Rupees Fifteen Lacs only) by Demand Draft in favour of "Telecommunications Consultants India Ltd." payable at New Delhi or Bank Guarantee in the prescribed format from a Scheduled Bank from its branch at Delhi/New Delhi shall be submitted along with the tender.

Bids received without EMD or with inadequate EMD shall be summarily rejected.

- 1.5 **Three-part bid, two-stage tendering** process shall be adopted i.e.

- i) Technical Bid (consisting of pre-qualification details and technical offer),
- ii) Commercial Bid, and
- iii) Sponsorship Bid.

However, in case a bidder is not willing to submit any sponsorship bid, he may submit the bid in two parts only viz. Technical Bid and Commercial Bid.

Tender documents fee (when documents are downloaded from website)/Proof of purchase of tender document, and EMD shall be part of Technical Bid.

- 1.6 The tenders shall be submitted in the Office of General Manager (S&TC), TCIL, 4th Floor, TCIL Bhawan, G.K.-I, New Delhi-110048 on or before 15:00 hrs (Indian Standard Time) on March 12, 2010.
- 1.7 **In the first stage**, the Technical Bids shall be opened at 16:00 hrs (Indian Standard Time), on March 12, 2010. in the presence of Bidders or their authorized representatives (maximum two) present at the time of tender opening.

In the second stage, the Commercial Bid and Sponsorship Bid of only those bidders who qualify in the first stage shall be opened at the time and date to be notified separately. The commercial Bid and sponsorship Bid of each Technically Qualified Bidder shall be opened on one-to-one basis in the presence of the Authorized Representative of the Bidder (Maximum Two) and an independent observer.

- 1.8 TCIL reserves the right to accept or reject any or all the tenders without assigning any reason.

(Sanjeeva Goyal)
General Manager (S&TC)

-END OF SECTION 1-

SECTION-2

INSTRUCTIONS TO BIDDERS

SECTION – 2

Tender No.: TCIL/S&TC/CWG/T-05

December 08, 2009

INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

- 2.1.1 “Purchaser”** means Telecommunications Consultants India Ltd. (TCIL), with its Head Quarters at New Delhi or any other project/branch offices within or outside India.
- 2.1.2 “Bidder”** means the Company or firm or consortium or corporate body that participates in the tender and submits its bid.
- 2.1.3 “Supplier”** means the Company or firm or consortium or corporate body whose bid to supply the goods/provide the services, has been accepted by the Purchaser under the Purchase Order.
- 2.1.4 “Client”** means the entity/organization on behalf of which this tender is invited by TCIL. For this tender, the client is ‘The Organising Committee, Commonwealth Games Delhi 2010’.
- 2.1.5 “OEM”** means the original equipment manufacturer of computer hardware proposed to be offered against this tender enquiry.
- 2.1.6 “Goods/Products”** means all the hardware/ software, equipments, instruments, tools, machinery etc., and/or other materials like components/parts/spares including consumables, which the supplier is required to supply to the Purchaser under the Purchase Order.
- 2.1.7 “Letter of Intent”** means the communication of the intention of the Purchaser to the Bidder to place the Purchase Order for the former’s offered goods/services.
- 2.1.8 “Purchase Order”** means the technically & commercially clear order placed by the Purchaser on the Supplier duly signed by the Purchaser’s authorized representative to procure/purchase certain goods & services from the vendor/contractor.
- 2.1.9 “Contract Price”** means considerations payable to the supplier as stipulated in the Purchase Order for performance of specified contractual obligations.
- 2.1.10 “Commonwealth Games”** means the XIX Commonwealth Games 2010 to be held principally in Delhi and currently proposed to take place from 3 October 2010 to 14 October 2010.
- 2.1.11 “OC-CWG”** means the Organising Committee, Commonwealth Games Delhi 2010.
- 2.1.12 “OC”** means the Organising Committee for the Commonwealth Games Delhi 2010.
- 2.1.13 “GHQ”** means the Games Head Quarters of ‘Organising Committee, Commonwealth Games Delhi 2010’ at New Delhi City Centre Phase II, Opposite Jantar Mantar, Jai Singh Road, New Delhi - 110 001.
- 2.1.14 “Venue”** means the site/stadium where games or games related activities will be held.

- 2.1.15 “Venue Owner”** means an organisation/entity owning a particular venue.
- 2.1.16 “Wet Lease”** means the arrangement in which equipment is taken on lease along with the required services (maintenance) for a defined period of time, with an option to buy at predetermined price.
- 2.1.17 “Retention Value”** means the amount of money to be paid by the agency such as stadium owner etc. to buy the equipment post expiration of the wet lease period.
- 2.1.18 “Sponsorship”** means paying a certain amount in cash or a certain value in kind (VIK) in return for certain marketing benefits for the event.
- 2.1.19 “Node”** means the user I/O and transit switches (at the level of Access/ Distribution/ Edge).
- 2.1.20 “Sponsorship Functional Area”** means an entity of OC-CWG, entrusted with the overall responsibility for Sponsorship related functions of the Commonwealth Games Delhi 2010:
- 2.1.21 “Technology Functional Area”** means an entity of OC-CWG, entrusted with the overall responsibility for technology related functions for the Commonwealth Games Delhi 2010; Technology FA is responsible for the planning, procurement, development, implementation, testing and operation of technology systems and services, which are identified as necessary and appropriate to operate and support the Games.
- 2.1.22 “Technology Integrator”** means an agency which will be responsible for integration of all the technology systems (telecom and IT equipments networks) procured/sourced/leased for Commonwealth Games Delhi 2010
- 2.1.23 “Cabling Provider”** means party/parties selected to supply, install, commission and maintain the cabling system (optical fibre, CAT6 cable and related passive network elements etc.) in the venues and stadiums for Commonwealth Games Delhi 2010
- 2.1.24 “Computer Hardware Provider”** means the company/bidder selected for supply and required services related to the Computer Hardwares for the Commonwealth Games Delhi 2010.
- 2.1.25 “Computer Hardware Provider”** means the company/bidder selected for supply of the required computer hardware for Commonwealth Games Delhi 2010.

2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

2.3 TENDER DOCUMENTS

2.3.1 Tender Documents include the following: -

- | | |
|-----------|---------------------------------|
| Section-1 | Notice Inviting Tender (N.I.T.) |
| Section-2 | Instructions to Bidders |
| Section-3 | General Conditions of Contract |

Section-4	Special Conditions of Contract
Section-5	Scope of Work and Technical Specifications
Section-6	Bill of Quantity (BoQ), Commercial Bid and Sponsorship Bid Schedule
Section-7	Formats

Any clarification or communications obtained from the Purchaser.

2.4 AMENDMENT TO TENDER DOCUMENTS

- 2.4.1 At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendments.
- 2.4.2 The amendments will be notified to all prospective bidders who have purchased the tender documents. The amendment(s)/ clarification(s)/ corrigendum(s), if any, to the tender document shall be available on TCIL website: www.tcil-india.com

These amendment (s) / clarification (s) / corrigendum (s) will be binding on all bidders.

2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

2.6 BID PRICE

Prices/rates shall be quoted as given in Special Conditions of the tender in Section – 4.

2.7 BIDDER'S ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid, documents establishing the bidder's eligibility conditions. The bidder shall also submit documentary evidence in the form of literature, drawings, data on the goods offered/services delivered.

2.8 BID SECURITY

- 2.8.1 The Bidder shall submit, as part of bid, the security as mentioned in the NIT. The bid security shall be in one of the following forms: -
- (a) A Bank Guarantee/Bid Bond as per enclosed format issued by an Indian Schedule Bank in favour of Purchaser, valid for a period of 120 days from the scheduled date of tender opening, specified in section-1.
 - (b) Demand Draft or Pay Order from a Scheduled Bank in favour of M/s Telecommunications Consultants of India Ltd., payable at Delhi.
- 2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as non-responsive.

- 2.8.3 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible, but not later than 30 days after expiry of the bid validity period prescribed by the Purchaser.
- 2.8.4 The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee.
- 2.8.5 The bid security may be forfeited under the following circumstances: -
- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
 - b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed.
- 2.8.6 No interest is payable on EMD.
- 2.8.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be non-responsive and will be disqualified and summarily rejected in the technical evaluation.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 90 days after the scheduled date of bid submission. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The bid security provided under clause 2.8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify or withdraw his bid.

2.10 FORMAT OF SIGNING OF THE BID

- 2.10.1 The bidder shall prepare two copies of the bid clearly marking one copy as "Original" and the other as "Copy" & also provide softcopy of technical, commercial and sponsorship bids on CD-ROM in suitable file format (MS-Word/MS-Excel as appropriate) in their respective sealed covers.
- 2.10.2 In the event of any discrepancy between the original and copy, the original shall prevail.
- 2.10.3 The original copy of the bid shall be prepared (in typed/printed form) in English language and shall be signed by the bidder or a person duly authorized by the bidder.
- The Letter of Authorization, accompanied by a written Power of Attorney shall be submitted.
- 2.10.4 All pages of the original bid, except printed literature, shall be initialed by the authorized signatory only.
- 2.10.5 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the bidder signing the bid.

2.11 DEADLINE FOR SUBMISSION OF BID

Bid must be submitted by the Bidder at the address specified and not later than the date and time specified in the NIT.

2.12 LATE BID

Any bid received late by the Purchaser after the deadline for submission of the bid shall be rejected and returned un-opened to the bidder. The decision about a bid being late will be taken by the bid opening committee on behalf of the Purchaser and such decision will be final and will not be disputed.

2.13 MODIFICATION AND WITHDRAWAL OF BIDS

2.13.1 A bidder may modify or withdraw his bid provided that written notice of modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

2.13.2 No bidder will be allowed to modify or withdraw his bid subsequent to the deadline for submission of bids.

2.14 OPENING OF TECHNICAL BID (PART-I)

2.14.1 The Purchaser shall open the Technical BID (Part-I) in the presence of bidders' authorized representatives who choose to attend the bid opening at a date and time specified in the NIT. The bidder's representative who is present shall sign the Attendance Register.

2.14.2 A maximum of two representatives for any bidder as authorized by him shall be permitted to attend the bid opening.

2.14.3 If the date fixed for opening of bids is subsequently declared as holiday by TCIL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

2.15 CLARIFICATION OF BIDS

2.15.1 To assist evaluation and comparison of bids, the Purchaser may at its discretion ask a bidder for clarification of the bid. The clarification and response from bidders shall be in writing. All clarifications given by a bidder will form part of his bid.

2.15.2 The Purchaser does not bind himself to accept the lowest or any tender and reserves to him the right to accept the whole or any part of the tender and altering the quantities offered and Bidder shall supply the same at the rate quoted.

2.16 EVALUATION OF BIDS

2.16.1 The Purchaser **shall evaluate the bids with respect to the substantive responsiveness of the bid or otherwise**. The Purchaser shall carry out detailed evaluation of the substantially responsive bids. The Purchaser shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.16.2 Arithmetical error in commercial bid shall be rectified on the following basis: -

- a) If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the purchaser shall correct the total price.
- b) In case of discrepancy between words and figures, the amount in words shall prevail.
- c) When the arithmetically calculated/corrected total price based on unit prices is less than the Price shown as Total Price, the arithmetically calculated Price shall prevail.
- d) When the arithmetically corrected total price based on unit prices is more than Price shown as Total Price, the unit prices will be corrected proportionately to match the shown Total Price.
- e) If a discount has been offered in the Commercial Bid, such discount will be applied pro-rata against each currency cost item or against the items specified.

2.16.3 The Purchaser shall reject a bid determined as substantially non-responsive.

2.16.4 The Purchaser shall evaluate in detail and compare the bids, which are substantially responsive.

2.16.5 **Evaluation of Sponsorship Bid:** The Bidders shall provide the sponsorship bid as specified below and as per the Format provided in Section-6.

2.16.5.1 The valuation of value-in-kind 'VIK' will be undertaken based on the following key principles:

- (a) Budget relieving to the Client i.e. OC-CWG
- (b) Appropriate for the OC-CWG's needs based on the Scope of Work,
- (c) Competitive in respect of price, quality and time of delivery; and
- (d) Valued on the basis as set out below in 2.16.5.2

Any consideration, whether in Cash or VIK, shall be payable net of any and all taxes and charges.

2.16.5.2 The valuation of the goods and services provided by the successful/selected bidder/company as VIK, shall be calculated based on the lowest quoted price or the best wholesale price, including volume discounts, quoted by the Bidder to its largest customers or such other more favorable price as paid by the Bidder's best customer (s), including but not limited to the Government, whichever is lower. Any and all costs for delivery, including without limitation, transportation charges and customs duties shall be included in the price of such VIK, provided that the Bidder should source products from the most cost-effective location.

2.16.5.3 In case the value of VIK to be provided by the Bidder to OC-CWG exceeds the actual requirements of the OC-CWG, the Bidder shall pay to TCIL/OC-CWG the excessive part in cash in accordance with the evaluation principle set out above in clause 2.16.5.2 above. In the event TCIL requests the supply of goods and services available from the Bidder, whether or not included in this Scope of Works but that the Bidder is able to deliver as part of its regular business operations, in excess of the VIK amount designated hereunder, such additional goods and services shall be

valued in accordance with the evaluation principle set forth herewith and shall, with the prior written approval of OC-CWG, be deducted from the cash consideration to be paid by the Bidder to TCIL/OC-CWG.

2.16.5.4 The cash payment schedule for the sponsorship proposed by the Bidder should be equal to or better than 15% of the total cash consideration payable to OC-CWG as advance payment within 15 days from the signing of the agreement. The balance shall be paid to TCIL/OC-CWG at the end of quarter in equal installments beginning on the date of the agreement taking effect and ending in October 2010. The VIK will be delivered by the selected bidder in the quantity and time frame as required and determined by TCIL/OC-CWG and accounted for as it is delivered.

2.16.5.5 To convey the values of the Commonwealth Games (notably, Humanity, Equality and Destiny), enhance the image of Delhi 2010 and achieve a good alignment between the brands of the Bidder and the 2010 Commonwealth Games, TCIL/OC-CWG will evaluate the Bidders' responses in terms of the Bidder's brand values and attributes, consumer awareness and recognition and public goodwill.

2.16.6 Commercial Bid and Sponsorship Bid

In order to allow comparison on a common basis, each Commercial Bid Sponsorship Bid will be carefully scrutinized in accordance with the procedure outlined herein.

2.16.7 The evaluation of the technically compliant bids to decide the successful bidder shall be done on the basis of commercial bid prices and net outflow (or inflow) values (as per section-6). The following procedure will be followed to decide the successful bidder:

Step 1: Identify the bidder with the lowest Commercial Bid

i. **Identify the bidder with the lowest commercial bid price** in accordance with table-3, section-6.

– In case of bids with equal lowest commercial prices, the bidder with the lowest net outflow (or highest net inflow, as the case maybe) will be considered

For example, named 'Bidder A'.

Step 2: Identify the bidder with the lowest net outflow (or highest inflow, as the case may be)

ii. **Identify the bidder with the lowest net outflow** (or highest inflow, as the case maybe) in accordance with table-7, section-6.

- In case of bids with equal lowest net outflow (or highest net inflow, as the case maybe), the bidder with the lowest commercial bid price will be considered

For example, named 'Bidder B'.

Step 3: Determining the winning bid

- iii. **If the bidder with the lowest Commercial Bid price ('Bidder A') has the lowest net outflow** (or highest inflow, as the case may be), he will be declared as the successful bidder.
- iv. **If the bidder with the lowest Commercial Bid price ('Bidder A') does not have the lowest net outflow** (or highest inflow, as the case may be), **he ('Bidder A') will be asked to match** (or exceed) **the lowest net outflow** (or highest net inflow, as the case maybe) (i.e. of 'Bidder B') **by enhancing his sponsorship value, in consultation with Sponsorship FA** of OC-CWG Delhi 2010. If he ('Bidder A') matches (or exceeds) the lowest net outflow (or highest net inflow, as the case maybe) (i.e. of 'Bidder B'), he ('Bidder A') will be declared as the successful bidder.
- v. **If the bidder with the lowest Commercial Bid price ('Bidder A') does not agree to match** (or exceed) the lowest net outflow (or highest net inflow, as the case maybe) (i.e. of 'Bidder B'), **the bidder with the lowest net outflow** (or highest net inflow, as the case maybe) ('Bidder B') **will be declared as the successful bidder.**

Sponsorship Value will be taken as 0 (zero) if the bidder doesn't submit a sponsorship bid.

In case the amount for the sponsorship bid (of the winning bidder) does not meet the expected market value for this category, as determined by the OC-CWG Delhi 2010 at its sole discretion, then the sponsorship bid may not be considered in the evaluation of the offer and the tender will be awarded to the bidder who submits the offer with the most preferential outflow to the OC-CWG Delhi 2010.

The bidders are requested to liaise with the Sponsorship FA (Functional Area) of the OC-CWG Delhi 2010 for a fair understanding of the sponsorship aspects.

With regards to the Sponsorship, **in case of consortium being the winning bidder**, only one party i.e. either the prime bidder or the OEM (Original Equipment Manufacturer) would be entitled to avail the rights & benefits of the corresponding level in the sponsorship value chain. **It would be left open to negotiations between the OC-CWG Delhi 2010 and the prime bidder and the OEM to decide which brand will avail of the marketing rights.**

Note: Purchaser will not be responsible for arranging any tax exemption.

- 2.16.8 The distribution of tendered quantity, if decided by purchaser to do so, amongst the technically and commercially complied bidders shall be based on merits of each case.
- 2.16.9 The Purchaser reserves the right at the time of award of the contract to increase or decrease the quantity of the goods and services specified in the bill of quantity without any change in unit price of the ordered quantity.
- 2.16.10 TCIL reserves the right to reject, at its sole discretion, any or all evaluated Commercial Bids and if necessary, call for submission of new Commercial Bids.

2.17 APPLICABLE LICENCES/ APPROVALS

The bidders should have all the appropriate licences/ approvals from competent authority to receive orders and to carry out the proposed work and commercial transactions related to it. The same will be produced to TCIL for verification as and when asked for.

2.18 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidders on the grounds for the Purchaser's action.

2.19 NOTIFICATION OF SUCCESSFUL BIDDER (s)

- 2.19.1 Prior to the expiration of the bid period, the Purchaser will notify the successful bidder in writing by placing the letter of intent on him.
- 2.19.2 Upon successful bidder's furnishing of the Performance Guarantee, the Purchaser will notify the successful bidder and will discharge his bid bond.

2.20 ISSUE OF LETTER OF INTENT

- 2.20.1 The issue of Letter of Intent (LOI) shall constitute the intention of the Purchaser to place the Purchase Order with the successful bidder.
- 2.20.2 The bidder, on whom the Letter of Intent has been issued, shall within three working days of issue of LOI give its acceptance along with Performance Guarantee in conformity with the bid documents.
- 2.20.3 On acceptance of the LOI, the name of the accredited representative (s) of the Supplier/Vendor, who would be responsible for taking instructions from the TCIL Engineers, shall be communicated to TCIL.

2.21 CANCELLATION OF LETTER OF INTENT

Failure of a bidder on whom LOI has been placed, to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of the Letter of Intent and forfeiture of his bid bond.

2.22 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.23 DELIVERY

Delivery of the goods/services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Special Conditions of Contract and the goods

shall remain at the risk of the Supplier until delivery has been completed in full and accepted by the Purchaser. The Schedule of delivery shall be the essence of the contract.

2.24 SUBMISSION OF BID

Sealed Bids shall be submitted in three separate envelopes as under:

2.24.1 Envelope-1 superscribed as **PART-I (Technical Bid)** shall contain the following:

- a) **Covering Letter** addressed to General Manager (S&TC), TCIL Bhawan, GK-1, New Delhi-110048, on the printed letterhead of the Bidder, duly signed and stamped with the office/company seal by the authorized signatory as per the prescribed format, Format-04 in section-7;
- b) **Power of Attorney** in favour of the authorized signatory from the competent authority of the Bidder, to sign the bid documents and to correspond with the purchaser in connection with all matters connected with the tender/contract;
- c) **Demand Draft for INR 400/-** in favour of "Telecommunications Consultants India Ltd." payable at New Delhi if the tender document is downloaded from the website, or the Proof of purchase of the tender document;
- d) **EMD/Bid Bond** of the prescribed value; Bid bond/Bank guarantee from non-scheduled/private/cooperative bank will not be acceptable and bid with such bank guarantee will be ignored;
- e) **Documentary evidence** in respect of each of the eligibility conditions mentioned in the N.I.T. (section-1);
- f) **Technical offer** covering the following:
 - (i) **Clause-by-clause compliance statement** in respect of all clauses of section-1 to section-7, except in case of clauses not complied /partially complied, in which case a deviation statement as mentioned in para g) herein below will also be submitted. In case of deviation, please mention, not complied/partially complied.

As part of compliance to technical specifications of all the Computer Hardwares indicated in clause 6, section-5, make and model of the equipment offered, item-by-item compliance/ conformance of the technical specification for each equipment will be given in a tabular form, with cross-reference to each product's datasheets/product brochures (that will be submitted in support of the specifications).
 - (ii) **Unpriced Commercial Bid Schedule** with Price Columns blanked out (The un-priced commercial bid schedule should be exactly same as being submitted in the Commercial Bid as per Table-1, Clause 6.1, section-6 except the price columns blanked out.) It may be noted that filling up prices in Part-I (Technical Bid) is liable to render the bidder disqualified;

- (iii) **Copy of the Integrity pact** duly signed in accordance with clause 3.22 section-3.
- (iv) **An explanation of the bidder's brand value** and how they align with the values of the Commonwealth Games as well as consumer's awareness, recognition and public goodwill vis-à-vis the bidder's brand shall also be submitted.

Expression of Interest of being a Sponsor is a desirable requirement and not mandatory. Such willingness to sponsor should be as per Format provided in Section-6 of this tender document.

- g) **Deviation statement** specifying the deviations, if any, from tender terms and conditions as per the format provided in this tender. In case the Deviation Statement is not submitted, it would be presumed that there are no deviations.

Envelope-2 superscribed as PART-II (Commercial Bid) shall contain the Price Bid Schedule as per the format given in Section – 6 of the tender document.

Envelope-3 superscribed as PART-III (Sponsorship Bid) shall contain the Sponsorship Bid Schedule as per the format given in Section – 6 of the tender document.

In case a bidder has chosen not to offer sponsorship, there will be no envelope-3.

- 2.24.2 A single sealed envelope/box containing all three envelopes (i.e. Envelope -1, Envelope – 2 & Envelope-3, each one sealed separately) shall be addressed to the Purchaser at the following address:

General Manager (S&TC)
Telecommunications Consultants India Limited,
4th Floor, TCIL Bhawan
Greater Kailash – I, New Delhi – 110 048

Tele No.: +91-11-2624 1216/2620 2471
Fax No.: +91-11-2624 2266/2624 1847

The envelopes should be superscribed "Tender No. TCIL/S&TC/CWG/T-05 December 08, 2009 for **"Supply of Computer Hardware For Commonwealth Games Delhi 2010"** and also **"Do not open before March 12, 2010"**.

The tenders may be sent by Bidders by Courier/Speed-post/ordinary post/messenger at their own risk for safe/timely delivery, with the envelopes marked as above.

Alternatively, tenders may also be deposited by the Bidders in the tender box kept in the MM Division on the 4th floor in TCIL Bhawan, GK-1, New Delhi - 110048.

The tender box will be kept on the ground floor in TCIL Bhawan on the last date of submission of bids.

- 2.24.3 The tender box shall be sealed at the stipulated deadline for submission and shall be opened at the stipulated time of opening in the presence of intending bidders.

- 2.24.4 The name/designation of concerned officers who can be contacted is mentioned below:

Shri Sanjeeva Goyal,
General Manager (S&TC)
Telecommunications Consultants India Limited,
4th Floor, TCIL Bhawan,
Greater Kailash – I, New Delhi – 110 048
Tele No.: +91-11-2624 1216/2620 2471
Fax No.: +91-11-26241847; Mobile: +91-9868393759
Email: sanjeeva@tcil-india.com; sanjeeva.tcil@gmail.com

- 2.24.5 The inner and outer envelopes shall indicate the name and address of the bidder to identify the bid and to enable the bid to be returned unopened in case it is declared 'late' or 'rejected'.

- 2.24.6 **VENUE OF TENDER OPENING:** Tender shall be opened on 4th floor TCIL Bhawan, New Delhi -110048 at the time on the due date mentioned in the N.I.T. If due to administrative reason, the venue of Bid opening is changed it will be duly displayed at the Reception Hall of TCIL Bhawan, New Delhi -110048.

- 2.24.7 Unsealed tenders and the offers received through Fax/E-mail or through open letter shall be ignored.

2.25 OPENING OF COMMERCIAL BID AND SPONSORSHIP BID

The date, time and venue for opening of the Commercial Bids and Sponsorship Bids will be notified to the technically qualified bidders.

The commercial Bid and sponsorship Bid of each Technically Qualified Bidder shall be opened on one-to-one basis in the presence of the Authorized Representative of the Bidder (Maximum Two) and an independent observer.

2.26 QUERIES TO TENDER DOCUMENT AND PRE-BID MEETING

Bidders are advised to send their queries, if any, to Mr. Sanjeeva Goyal, General Manager (S&TC) latest by 15:00 hrs of 4th March 2010 on email: sanjeeva.tcil@gmail.com, sanjeeva@tcil-india.com.

Pre-bid meeting will be held on 6th March 2010 at 12:00 hrs (IST) in the Commonwealth Games Headquarters building, NDCC-II, Opp Jantar Mantar, Jai Singh Road, New Delhi-110001.

2.27 CONVICTION

In case Bidder is convicted of an offence under the Indian Law, Bidder will be considered ineligible for being given the contract.

Any involvement of the supplier in Anti-National Activities during the contract period shall be governed by the Laws of the Republic of India including the I T Act 2000, including its amendments, if any.

-END OF SECTION 2-

SECTION-3

GENERAL CONDITIONS OF CONTRACT

SECTION - 3

Tender No.: TCIL/S&TC/CWG/T-05

December 08, 2009

GENERAL CONDITIONS OF CONTRACT

3.1 PRICE APPLICABILITY

Prices in the Purchase Order shall remain firm and fixed for the period of delivery schedule or extended delivery schedule. In case of delayed supplies, after the delivery period or the extended delivery period, the advantage of reduction of taxes/duties shall be passed onto the Purchaser and no benefit of increase will be permitted to the Supplier.

3.2 STANDARDS

The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications. In case no standards are mentioned, industry standards ensuring quality shall be followed.

3.3 PATENT RIGHTS

The Supplier shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

3.4 PERFORMANCE SECURITY

- 3.4.1 Within 3 working days of the receipt of Letter of Intent (LOI)/P.O., the supplier shall furnish a Performance Security for the amount of 10% of the P.O value regardless of the sponsorship value.
- 3.4.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 3.4.3 The Performance Bond shall be in the form of Bank Guarantee (BG) issued by a Scheduled Bank situated in India from its branch in Delhi and in the form provided by TCIL.
- 3.4.4 The Performance Bond will be discharged by the Purchaser after completion of the contractor's obligations under the contract.
- 3.4.5 For validity of BG, please refer to Special Conditions of Contract (Section-4).

3.5 INSPECTION AND TESTS

- 3.5.1 The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods/services for their conformity to the specifications.
- 3.5.2 As regards Inspecting Authority and other details regarding acceptance testing please refer to Special Conditions of Contract (Section-4).

3.6 GUARANTEE/WARRANTY

All goods or material shall be supplied and services delivered strictly in accordance with the specifications. No deviation from such specifications of these conditions shall be made. All materials furnished by the successful bidder pursuant to the Order (irrespective of whether engineering/design or other information has been furnished, reviewed or approved by TCIL) are guaranteed to be of the required quality of their respective kinds (unless otherwise specifically authorized in writing by TCIL) and shall be free from faulty design. The goods/materials used by the successful Bidder and its workmanship should be of proper quality so as to fulfill in all respects the operating conditions and other requirements specified in the order.

- 3.6.1 If any trouble or defect is originating with the design, materials, workmanship or operating characteristic of any materials any time within leasing period after commissioning of the equipment, duly certified by the Purchaser, and the bidder notified thereof, the Bidder at his own expense and at no cost to TCIL/OC-CWG shall make such alterations, repairs and replacements at site as may be necessary for the functioning of the equipment in accordance with the specifications.

Repaired or replaced goods shall be similarly guaranteed for a period of 12 months after re-installing and commissioning. In case of wet-lease, such warranty shall be for up to the period of lease.

- 3.6.2 The bidder shall remove and replace such defective material at his expense, within time period specified by the Purchaser.
- 3.6.3 In the event that the materials supplied do not meet the specifications and/or are not in accordance with the drawings, data sheets and rectification is required at site, TCIL shall inform the Bidder giving full details of deficiencies. The Bidder shall attend at his own expense to meet and come to an agreement with the representatives of TCIL the action required to correct the deficiencies and do the rectification/replacement to make the system functional as per specifications within 24 hours of notifying by TCIL/OC-CWG/Technology Integrator failing which TCIL may encash the Bank Guarantee.

3.7 CHANGE ORDERS

- 3.7.1 The Purchaser may at any time by written order given to the Supplier make changes within the general scope of the contract in any one or more of the following: -
- a) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the Purchaser.
 - b) Place of delivery.
 - c) Services to be provided by the contractor.
- 3.7.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

3.8 SUB-LETTING

The Bidder cannot assign or transfer its interest/ obligations under the contract without prior written permission of the Purchaser.

The bidder cannot subcontract the work under the P.O./Contract to any other agency.

3.9 LIQUIDATED DAMAGES (LD)

3.9.1 The date of the delivery of the goods or execution of services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the same must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries/ services be made after expiry of the contract delivery period and accepted by the Purchaser, such deliveries/services will not deprive the Purchaser of the right to recover Liquidated Damages.

3.9.1 In case the Supplier fails to execute the contract, it would be got done from other suppliers/contractors at the cost and risk of the supplier and the excess money will be recovered from him, which may include recovery from any dues payable to him by the Purchaser.

3.9.2 For late supplies or services as liquidated damages, a sum equal to 2% of the price of any goods/services not delivered, or 2% of the total order value in case, in the opinion of the Purchaser, part delivery/work is of no use to the Purchaser, for each week of delay or part thereof (for delay attributable to the contractor) subject to maximum limit of 10% of the total order value will be recovered from the supplier/contractor.

The Purchaser also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the contractor for future purchases/works.

3.9.3 LD can be recovered from any dues of the supplier including recovery through encashment of performance bank guarantee.

3.9.4 Payment or deduction of such LD charges shall not relieve the supplier from his obligation to complete the work awarded or from any other obligations and liabilities under the contract.

3.10 ARBITRATION

3.10.1 In the event of any dispute arising between TCIL and the Supplier in any matter covered by this contract or arising directly or indirectly therefrom or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Chairman & Managing Director, TCIL who may himself act as sole arbitrator or may name as sole arbitrator an officer of TCIL notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The supplier expressly agrees that the arbitration proceedings shall be held at New Delhi.

3.10.2 In case of Public Sector Undertaking/Government Departments:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts with any Public Sector Undertaking/Government Department, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the

parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

3.10.3 The proceedings of arbitration shall be in English language.

3.10.4 In case the supplier wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the Jurisdiction.

3.11 RISK PURCHASE

In the event of supplier's failure to execute the P.O. (s) to the satisfaction of the Purchaser, the Purchaser reserves the right:

- (a) to reject any part of the Contract executed and withhold payment for such portion of the contract till such time the defects are rectified to the satisfaction of the Purchaser.
- (b) to terminate the contract by giving 1 (one) week's notice in writing without assigning any reason and to get the contract executed from other agency at the risk and cost of the contractor.

3.12 APPLICABLE LAWS

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court and to all Courts having jurisdiction in appeal therefrom.

Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The party to the contract shall continue to fulfill its obligations under the contract during the currency of the contract pending the final decision of the Court.

3.13 GENERAL LIEN

Whenever under this contract any sum of money is recoverable from and payable by the contractor, the Company shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the contractor, if a security is taken from the contractor. In the event of the Security being insufficient or if no security has been taken from the Supplier, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the contractor or which at any time thereafter may become due to the contractor under this or any other contract with the Company. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to the Company on demand the remaining balance due.

3.14 REPLACEMENT OF DEFECTIVE SUPPLIES/SERVICES

If any materials/items of supply or any part thereof/service, is found defective or fails to meet the requirements of the contract before it is accepted, TCIL shall give the

contractor a notice setting forth details of such defects or failures and the contractor shall forthwith arrange to set right the defective item or replace the same by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding 2 (two) working days from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the contractor free of cost. Should the contractor fail to do the needful within this stipulated time frame, the purchaser reserves the right to reject the stores/work in full or in part and get it replaced at the cost of the contractor. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the contractor against this purchase order.

3.15 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 7 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of CMD, TCIL, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 15 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the contractor at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the contractor may, with the concurrence of the Purchaser, elect to retain.

3.16 TERMINATION FOR DEFAULT

3.16.1 The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate the contract in whole or in part,

- a) if the supplier fails to execute the contract within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser.
- b) if the supplier fails to perform any other obligation (s) under the contract;
- c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 3 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) On a notice period of 7 days.

3.16.2 In the event the Purchaser terminates the contract in whole or in part pursuant to above sub-clause, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods/services. However, the supplier shall continue the performance of the contract to the extent not terminated.

3.16.3 CONSEQUENCES OF TERMINATION:

The supplier's Rights and Obligations Upon termination or expiration of this Agreement:

(a) all rights, opportunities and benefits granted under this Agreement to the supplier will immediately cease;

(b) the supplier must, at its cost, deliver up to the purchaser or, at the direction of Client, destroy all copies in its possession or control of the Works;

(c) the supplier must promptly return and ensure that all Personnel return to the purchaser all Confidential Information and any other property of the purchaser (together with a detailed inventory of that Confidential Information);

(d) purchaser will not be liable to the supplier for, and the supplier waives, releases and forever discharges purchaser from, any loss, cost, expense or damage incurred by the supplier as a consequence of or arising out of this Agreement or termination of it.

3.17 TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the supplier, without compensation to the supplier if it becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

3.18 VARIATION IN QUANTITY OF STORES

The provision of Computer Hardware shall be on a schedule of rates and quantities based contract. The rates submitted by the Computer Hardware Provider in the pricing schedules will not be subject to any adjustment or escalation, unless otherwise agreed by D2010 in writing for alternate equipment separately identified during the detailed planning and implementation phases.

The estimated quantity and equipment types currently identified for each item is based on the planning activities undertaken up to the preparation of this scope of works. D2010 will work with the Computer Hardware Provider to determine actual quantities required for the Games. TCIL/D2010 does not provide any guarantees regarding minimum quantities.

3.19 PATENTS, SUPPLIER'S LIABILITY & COMPLIANCE OF REGULATIONS

3.19.1 Successful Bidder shall protect and fully indemnify TCIL from any claims for infringement of patents, copyright, trademark or industrial design rights arising from the use of the Goods or any part thereof.

3.19.2 Successful Bidder shall also protect and fully indemnify TCIL from any claims from successful Bidder's workmen/employees, their heirs, dependents, representatives etc. or from any other person(s) or bodies/companies etc. for any act of commission or omission while executing the order.

- 3.19.3 Successful Bidder shall be responsible for compliance with requirements under the laws and shall protect and indemnify completely TCIL from any claims/penalties arising out of any infringements.
- 3.19.4 Bidder shall be responsible for conduct of his staff and shall follow security norms of the client i.e. OC-CWG. All the bidder's staff should be provided with suitable identifiable apron with ID card.

3.20 SUBSTITUTION & WRONG SUPPLIES

During the delivery and testing if some of the items are found missing, wrong description, short-supplied or damaged the supplier shall supply or replace these items without any cost to TCIL and all the costs including customs and other taxes, levies shall be borne by the supplier.

3.21 INFORMATION PROVIDED BY TCIL

- 3.21.1 All information provided by TCIL in relation to the tender, whether in the tender document or not, is provided in good faith to assist bidder to assess and respond to this tender. The information does not intend to exhaustively cover every element of the proposed opportunity. TCIL makes no representation or warranties regarding the accuracy or completeness of the information.
- 3.21.2 The bidder acknowledges that TCIL and OCCWG are not liable for any loss, damage or expense suffered by a bidder as a result of any inaccuracy or inadequacy in any information it provides to the bidder, or any reliance on such information by the bidder.

3.22 INTEGRITY PACT

- 3.22.1 This tender/NIT is covered under the Integrity Pact Programme of TCIL and accordingly an Integrity Pact Agreement as per Annexure-I, is to be signed by all bidders, participating in this tender.
- 3.22.2 Since this tender is covered under the Integrity Pact Programme of TCIL, any vendor who has signed the Integrity Pact Agreement as mentioned above can send his grievances, if any, to the Independent External Monitors (IEMs) through the nodal officer i.e. Chief Vigilance Officer, TCIL in the prescribed proforma at Annexure-II herein below.

Annexure-I

INTEGRITY PACT

Between

Telecommunications Consultants India Ltd. (TCIL) hereinafter referred to as "The Principal"

And

.....hereinafter referred to as "The Bidder/Contractor"

Preamble

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

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

Further, the Principal and The Bidder/Contractor agree to the following:

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. PRINCIPAL is committed to have ethical and corruption free business dealings with Bidder(s)/contractor(s).
 - b. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - c. The Principal will, during the tender process treat all Bidder(s) with equity and reason and will deal with them in a fair and transparent manner. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - d. The Principal will exclude from the process all known prejudiced persons.
 - e. PRINCIPAL will honour its commitments and make due payments to The Bidder(s)/Contractor(s) in a timely manner.
 - f. PRINCIPAL will initiate action and pursue it vigorously whenever unethical behaviour occurs or is suspected to have occurred.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use impropriety, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - e. The Bidder(s)/Contractor(s) will not make any false or misleading allegations against the principal or its associates.
 - f. The Bidder/Contractor will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with PRINCIPAL
 - g. The Bidder(s)/Contractor(s) will promote and observe best ethical practices within its organization.
 - h. The Bidder(s)/Contractor(s) will promptly inform the Independent Monitor (of PRINCIPAL) If he receives demand for a bribe or illegal payment/benefit and
 - i) If comes to know of any unethical or illegal practice in PRINCIPAL.
 - ii) If he makes any payment to any PRINCIPAL Associate.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

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

Section 4 - Compensation for Damages

- (i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.
- (iii) The Bidders/Contractors in addition to above will also be liable to damages as determined by the Principal based on the recommendations of IEMs.

Section 5 - Previous transgression

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

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

- (i) The Principal will enter into agreements with identical conditions as this one (ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractors, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Corporate Vigilance Office and may initiate criminal proceedings against the violating Bidder(s)/Contractor(s).

Section 8 – Independent External Monitor/Monitors

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

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other unsuccessful bidders, 3 months after the contract has been awarded.

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

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notice need to be made in writing.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)

(For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Guidelines of TCIL on Banning of Business Dealings

1. Introduction

- 1.1.1 Telecommunications Consultants India Limited (TCIL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. TCIL has also to safeguard its commercial interests. TCIL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of TCIL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on TCIL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The General Conditions of Contract (GCC) of TCIL should generally provide that TCIL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any bidder/contractor has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (TCIL) to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to all the Units of TCIL.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of

persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.

- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other.
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) For Company Wide Banning (entire TCIL) the **Director (Projects)** shall be the 'Competent Authority' for the purpose of these guidelines. **CMD, TCIL** shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Suppliers of Imported Equipment.
 - b) For Units level banning: Any **officer not below the rank of ED** shall be the 'Competent Authority' for the purpose of these guidelines. The Director (Projects) shall be the 'Appellate Authority' in all such cases.
 - c) For banning of business dealings with Suppliers of Imported Equipment, **TCIL Directors' Committee (TDC), consisting of Director(Technical), Director (Finance), Director (Projects)** of TCIL, shall be the 'Competent Authority'. The Appeal against the Order passed by TDC shall lie with CMD, as First Appellate Authority.
 - d) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach TCIL Board as Second Appellate Authority.
 - e) CMD, TCIL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

4. Initiation of Banning / Suspension:

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part.

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with TCIL is under investigation by any department (except Suppliers of Imported Equipment), the Competent Authority may consider whether the allegations under investigation are of a serious nature and

whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of such suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department.

The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

- 5.2 The order of suspension shall be communicated to all Departmental Heads within the Units. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of TCIL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units of TCIL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Suppliers of Imported Equipment following shall be the procedure: -
 - i) Suspension of the foreign suppliers shall apply through out the Company.
 - ii) If gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of TCIL to continue to deal with such agency, pending investigation, Unit dealing with agency may send such recommendation on the matter to a Committee consisting of the following:
 1. ED (TG)
 2. ED (T)
 3. ED (F&BD)
 4. GGM (MM)

The committee shall expeditiously examine the report; give its comments/recommendations within twenty one days.

 - iii) The comments / recommendations of the Committee shall then be placed before TCIL Directors' Committee (TDC). If TDC opines that it is a fit case for suspension, TDC may pass necessary orders which shall be communicated to the supplier of Imported Equipment.

- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or TCIL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of TCIL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (TCIL) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (TCIL) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (TCIL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;

- 6.14 If the Agency misuses the premises or facilities of the Company (TCIL), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company. However, the Competent Authority of the Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct /default to beyond the Unit. Any ban imposed by Corporate Office shall be applicable across all Units of the Company.

- 7.2 For Company-wide banning, the proposal should be sent through the Head of the Unit setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers.

The Corporate Office shall process the proposal of the Unit for a prima- facie view in the matter by the Competent Authority nominated for Company-wide banning.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Office shall issue a show-cause notice to the agency conveying why it should not be banned throughout TCIL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the Competent Authority.

- 7.3 There will be a Standing Committee in Corporate Office and each Unit to be appointed by CMD, TCIL for processing the cases of "Banning of Business Dealings" except for banning of business dealings with suppliers of Imported Equipment. The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

- 7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 8.1 and an enquiry held accordingly.

- 7.5 Procedure for Banning of Business Dealings with Suppliers of Imported Equipment.

- i) Banning of the agencies shall apply through out the Company.
- ii) Depending upon the gravity of the alleged misconduct the investigation report with all relevant details shall be placed before a Committee consisting of the following :-

- 1. ED (TG)
- 2. ED (T)
- 3. ED (F&BD)
- 4. GGM (MM)

The Committee shall examine the proposal and give its comments / recommendations within 21 days.

- iii) The comments / recommendations of the Committee shall be placed before TCIL Directors' Committee (TDC). If TDC opines that it is a fit case for initiating banning action, it will direct to issue show-cause notice to the agency for replying within a reasonable period.
- iv) On receipt of the reply or on expiry of the stipulated period, TDC will consider & award decision on case.
- v) The decision of the TDC shall be communicated to the agency.

8. Show-cause Notice

- 8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defence.
- 8.2 If the Agency requests for inspection of any relevant document in possession of TCIL, necessary facility for inspection of documents may be provided.
- 8.3 The Competent Authority may consider and pass an appropriate speaking order:
 - a) For exonerating the Agency if the charges are not established;
 - b) For banning the business dealing with the Agency.
- 8.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

9. Appeal against the Decision of the Competent Authority

- 9.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 9.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

10. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts /circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

11. Circulation of the names of Agencies with whom Business Dealings have been banned.

- 11.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 11.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 11.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, TCIL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.
- 11.4 Based on the above, Units may formulate their own procedure for implementation of the Guidelines.

ANNEXURE – II

(REFERENCE TO INDEPENDENT EXTERNAL MONITOR)

Date:

To

Sub: Tender No. / Contract No. _____

1. No reference can be made to Independent External Monitor if the time to submit the tender / bid is less than 7 days. It may also be noted that no time extension will be allowed for submission of tender.
2. Reference of only those bidders who have purchased the tender document and signed the Integrity Pact will be entertained.
3. Application be made in triplicate – one shall be sent to TCIL and two copies of the same shall be sent to IEM.

A) PRE-TENDER STAGE

I) Please provide the following information: -

- a) Whether tender document has been purchased. Yes / No
(If Yes, indicate the Receipt No.)
- b) If downloaded from website, whether fee for the same has been deposited. Yes / No
- c) Whether the query has been given to TCIL before submission to IEM Yes / No
(If Yes, please state the date of submission of query).
- d) If reply has been received, please attach a copy of the reply.

II) Please state the query in clear terms giving reference to the clause in the tender.

B) ISSUES RELATING TO EVALUATION OF TENDERS:

- I) Whether any reference has been made to TCIL: Yes / No
(If Yes, reply received from TCIL be attached.)
- II) Issue on which reference is being made.
- III) Documentary proof with reference to query be attached.

C) IN CASE CONTRACT HAS BEEN SIGNED/EXECUTATION STAGE

- I) Date of signing of the contract.
- II) Please state whether the Performance Guarantee has been submitted

in terms of the contract.

Yes/No

III) Agreement Clause No. against which the complaint is being made.

IV) Integrity Pact clause under which reference is being made.

D) ISSUES REFERENCE: (Please State the query)

I) Please state whether any reference was made to TCIL: Yes / No.
(If Yes, reply of TCIL be attached)

II) In case no reference is made, please note that first reference is required to be made to TCIL unless the issue relates to any corrupt practice.

Signature_____

Name of the Company _____

Address_____

Tel. No. _____

Mob. No. _____

Fax No. _____

E-MAIL _____

(Please attach separate sheets for detailing the issues, if need be)

3.23 Green IT Policy

The Computer Hardware Provider shall comply with the environmental policy developed for the Games.

To deliver on its mandate of organising a sustainable and eco-conscious Commonwealth Games Delhi 2010, the OC has adopted a proactive approach and has involved key mitigation, reduction and offset initiatives for key environmental impacts of the Games on the local environment in particular and the global environment in general.

Information Technology services to be provided by the OC CWG is one such source of footprint, typically reflected in the large energy consumption from equipments and post usage e-waste generation.

These recommendations and guidelines have been developed with the objective of providing simple and easy to implement initiatives that will ensure that IT services associated with the Games are sustainable.

Key focus areas of these guidelines and recommendations are:

- Energy management - leading to lower consumption, cost savings and lowered emissions;
- E - Waste management - leading to reduced impact of the hazardous waste stream through appropriate disposal, resource recovery, and reuse and recycling.

Vertical	Initiative	Expected Impact
Energy	Laptops to be considered on priority to desktops	- Lower carbon footprint - Lesser electricity consumption - Lower running costs - High Mobility
	Use of Energy Star Rated equipments, where ever available.	- Lower Energy Consumption - Reduction in carbon footprint - Reduced running costs
	Purchase equipments with power saver mode (especially laptops, desktops)	- Reduction in wasteful and unwanted consumption - Reduced energy costs
	Server rooms to have energy efficient cooling systems.	- Cooling systems at server rooms form a major component of energy consumption. Use of efficient systems will lead to marked reduction in energy consumption. - Lower running costs and reduction

Vertical	Initiative	Expected Impact
		on carbon footprint
	• Install air side economisers for server rooms	• Reduction of fan power requirements
Air Management	• Using best practices such as hot/cold aisle, flexible barriers and ventilated racks	• Increase in computer server cooling capacity
Waste Management	• Ensure proper disposal of E-waste from the location of operation to the Cleaning & Waste Management Functional Area of OC — Used cartridges disposed through effective recycling programmes — Other e-waste should be disposed of through certified e-waste recyclers	• Appropriate treatment of e-waste through the implementation of principles of "resource recovery".
Legacy	• Strong legacy programme of the OC CWG.	• Reduction in e – waste generation through the principle of "reuse". • The OC intends to showcase this as a part of its corporate social responsibility

Considering its objective of fulfilling the Green IT Policy initiative, OC requires the Computer Hardware Provider to submit its proposal for Green Computer Hardware Initiative.

It is essential that all Servers, Desktops and Laptops must have at least 5 ENERGY STAR rating in power consumption.

Depending upon the price difference and value proposition between Desktops and Laptops, OC may choose to swap the quantities between desktops and laptops.

- END OF SECTION- 3 -

SECTION-4

SPECIAL CONDITIONS OF CONTRACT

SECTION – 4

Tender No.: TCIL/S&TC/CWG/T-05

December 08, 2009

SPECIAL CONDITIONS OF CONTRACT

4.1 Price Basis

All prices shall be quoted in Indian rupees, as per the Commercial bid schedule given in section – 6 and shall be all-inclusive, that is inclusive of applicable VAT and other taxes, leasing tax, duties, levies, labour cess etc.

Bidder is required to clearly show the break up of taxes in the Commercial Bid.

The bidder will enter into a rate contract with TCIL in which case Unit rates will remain firm and fixed for a period of 12 months from the date of LOI/first Purchase Order/Contract Agreement, as decided by TCIL.

4.2 Payment Terms:

4.2.1 For the material supplied before 31st May, 2010, payments shall be made in three installments as detailed under:

- (i) **1st installment** of 33% payment shall become due on 31st May 2010 after receipt of ordered materials at the destination site (s) in physically good condition, duly certified by TCIL Engineer, and shall be released within 15 days of receipt of payment from the Client i.e. OC-CWG.

The above payment will be made on submission of the following documents:

- Tax Invoice
- Packing Slip
- Delivery Challan
- Country of Origin Certificate for imported items, if any.
- Factory Test Report, as applicable
- Certificate of receipt of goods in good condition by TCIL Engineer
- Insurance policy
- Warranty certificates
- TCIL Certificate of receipt of goods in good condition

- (ii) **Second installment** of 33% payment shall become due on 31st August 2010 and shall be made within 15 days of receipt of payment from the Client.

- (iii) **Third and final installment** of 34% payment shall become due on 30th November 2010 and shall be made within 15 days of receipt of payment from the Client subject to satisfactory completion/fulfillment of all the contractual obligations by the supplier.

4.2.2 For the material supplied after 31st May 2010 and before 30th Nov, 2010, payments shall be made in two installments as detailed below:

- (i) **1st installment of 50% payment** shall become due on 31st August 2010, after receipt of ordered materials at the destination site (s) in physically good condition, duly certified by TCIL Engineer, and shall be released within 15 days of receipt of payment from the Client i.e. OC-CWG.

The above payment will be made on submission of the following documents:

- Tax Invoice
- Packing Slip
- Delivery Challan
- Country of Origin Certificate for imported items, if any.
- Factory Test Report, as applicable
- Certificate of receipt of goods in good condition by TCIL Engineer
- Insurance policy
- Warranty certificates

- (ii) **Second and final installment** of 50% payment shall become due on 30th November 2010 and shall be made within 15 days of receipt of payment from the Client subject to satisfactory completion/fulfillment of all the contractual obligations by the supplier.

Start and End of Lease Period:

Lease period will start on the next day after receipt of ordered materials in good condition, duly certified by TCIL Engineer, and **shall end on 30th November 2010** unless otherwise specified separately / later on by TCIL/ OC.

Start of lease period will be preceded by the following:

- a) Receipt of altogether **new/unused equipments** in physically good condition. The equipments in industry standard packing cases will be delivered to TCIL Engineer who will acknowledge the receipt of the materials and issue the necessary certificate.
- b) **Opening of equipment packing cases** in the presence of Vendor's representative: Each packing case will be opened as per requirements, in the presence of Vendor's representative, who has to be present at a short notice through the designated telephone call/email of 2 hours at any of the sites. In case, the vendor's representative is unable to be present, TCIL and OC-CWG/Technology Integrator will make a note of the quantity and physical condition of the materials found in the packing case (s) and sign the note, which will be acceptable to the vendor and no dispute will be accepted in this regard.

For more information about the method of delivery, inventory management, testing and handover, please see the scope of work.

Notes:

1. The supplier shall have to submit tax invoices under respective VAT law of the concerned state, as well as Service Tax law in order to enable TCIL to avail input tax credit.
2. While releasing the payment, any recoveries made by the client shall be deducted.

4.3 Taxes

Service Tax/Sales Tax/VAT on works contracts, any other similar taxes under Sales Tax/VAT/Service Tax Act as applicable is included in the contract price and TCIL will not bear any liability on this account. TCIL, however, shall deduct such taxes at source as per rules and issue TDS certificate.

4.4 Paying Authority

Senior Manager (F&A),
S &TC Division,
Telecommunications Consultants India Limited
Room No. 407, TCIL Bhawan,
GK-1, New Delhi-110048

4.5 Delivery Schedule

Delivery of Materials at the destination site (s) against each purchase order (for a set of venues and stadiums) shall be made as under:

Sl. No.	Description	Schedule from date of Purchase Order
1.	Delivery of Desktops, Laptops, and UPS	Within 4 weeks
2	Delivery of Servers, Storage and other items	Within 6 weeks

Note-1: Being a rate contract, purchase orders will be issued from time to time.

Note-2: The quantities indicated in this tender are estimated. For variation in quantities, please refer to clause no. 3.18, Section-3 "Variation in Quantity of Stores".

4.6 Inspections and Acceptance Testing

1. The ordered materials will be delivered along with Factory Test Report, as applicable;
2. All the materials delivered at the site will be offered for inspection.
3. The Supplier at his own cost will arrange all the tools and testers required during the installation, testing, integration and acceptance testing activity.
4. The supplier will submit all the documents (hard and soft copies as per the requirement of the Technology Integrator/OC-CWG) necessary for installation & commissioning, including the Acceptance Test Plan/procedure along with the equipment or as desired by OC.

4.7 Period of Onsite Comprehensive Warranty Support

Period of Rental/Leasing.

4.8 Liquidated Damages

2% per week or part thereof, of the delayed supplies vis-à-vis the delivery schedule indicated in clause 4.5.

In case, in the opinion of the purchaser, part supplies are of no use, the LD will be levied on the total cost towards lease for the supplies, ignoring the sponsorship value.

Maximum LD, however, will be limited to 10% of the P.O. value, ignoring the sponsorship value.

4.9 Performance Bank Guarantee (PBG)

The supplier shall be required to furnish PBG for a value equivalent to 10% of contract value irrespective of the sponsorship value offered, within 7 days of issue of Letter Of Intent, valid for the period of warranty in the prescribed TCIL format from a scheduled bank in India.

4.10 Service Level and Penalties:

The computer hardware provider will stock adequate quantity of spare equipments and accessories so as to provide expeditious replacement of the faulty equipment as and when required..

The computer hardware provider shall provide replacement of faulty equipment within 2 hours during the period from September 16- October 15, 2010 and within 24 hours during the rest of the leasing period respectively.

For every instance of delay in providing replacement of faulty equipment, penalties will be as under:

(i) Period from September 16 – October 15, 2010

1% of the cost of leasing of the equipment for every 2 hours of delay beyond 2 hours, subject to a maximum of 10%.

(ii) Rest of the leasing period:

1% of the cost of leasing of the equipment for every 24 hours of delay beyond 24 hours, subject to a maximum of 10%.

4.11 Priority of Execution Of Work

The supplier will execute the work strictly as per the priority decided by/specific instructions of TCIL/OCCWG.

4.12 Confidentiality

The information exchanged between the Parties ("the Information") in respect of the performance of obligations under the Contract including, without implied limitation, formulas, process, designs, photographs, plans samples, equipment, equipment performance reports, subscriber lists, pricing, information, studies, findings,

inventions, ideas, drawings, schematics, sketches, specification, parts lists, technical data bases and other business and technical information shall be kept confidential.

4.13 Restricted Disclosure

The Supplier agrees to restrict disclosure of Information to employees who have a "need to know", such Information and shall ensure that such employee handles the said Information with the same degree of care, which the Receiving Party applies to its own Information, but in no event less than reasonable care.

4.14 Insurance

- i) The supplier shall indemnify and keep indemnified TCIL and its affiliates against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property, whatsoever, arising out of or in consequence of the execution and maintenance of the Works under the Contract by itself or by its sub-contractor, if any, and against all claims, proceedings, damages, costs, charges and expenses, whatsoever, in respect of or in relation thereto.
- ii) TCIL shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any employee or workman or other person in employment of supplier. The supplier shall take out requisite insurance at his cost to cover all such eventualities and shall indemnify and keep indemnified TCIL against all such damages and compensation and against all claims, proceedings, cost, charges and expenses, whatsoever, in respect thereof or in relation thereto. The supplier shall insure against such liability with an insurer.
- iii) The supplier, before starting the execution of the project shall obtain erection all risk policy at his cost to cover all materials, machines, and tools, works and third party liability to the satisfaction of TCIL. The policy will cover all types of risks, viz. fire, theft, burglary, riots, natural calamities including earthquakes, drop from aircraft, acts of terrorism etc. The supplier shall submit copies of such insurance policies to TCIL. TCIL shall be named as the first beneficiary in the above-said policy.
- iv) In case the supplier does not submit any of the insurance policies as stated herein above within the stipulated period, TCIL shall have the right to take insurance cover and debit the amount of premium, so paid, to the supplier.

- END OF SECTION-4 -

SECTION-5

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

SECTION – 5

Tender No.: TCIL/S&TC/CWG/T-05

December 08, 2009

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

SCOPE OF WORK

1. Background

The city of Delhi will be proudly hosting the XIX Commonwealth Games in 2010, set to be the largest international multi-sporting event to be held in India since the 1982 Asian Games. This will be the first time India has hosted the Games and only the second time the event has been held in Asia (Kuala Lumpur in 1998 being the first).

The Commonwealth is an association of independent sovereign states spread over every continent and ocean. From Africa to Asia, the Pacific shores to the Caribbean, the Commonwealth's 2 billion people make up 30% of the world's population and are of many faiths, cultures and languages. The Commonwealth Games Federation (CGF), the organisation responsible for the Commonwealth Games, states in its mission, that the Games is held to promote a unique, friendly world class Games and to develop sport for the benefit of the people, the nations and the territories of the Commonwealth and thereby strengthen the Commonwealth.

Delhi, home to 13.8 million people, is the capital city of India and is rich in culture and history. It stands on the western end of the Gangetic Plain and is bordered by the states of Uttar Pradesh and Haryana. There are two main districts of the city, Old Delhi the capital of Muslim India between the mid 17th and late 19th centuries with its historic sites, mosques and monuments and New Delhi, the imperial city created by the British Raj with its imposing government buildings and tree lined avenues.

The Commonwealth Games will be held over a period of 12 days between 3rd and 14th October 2010, inclusive of the Opening and Closing Ceremonies.

The event will see over 6,000 elite athletes competing in 17 different sports, representing 71 Commonwealth nations with over 3,000 accredited media and press covering the event.

Refurbished and new stadia will be used to host the following sports:

Archery	. Netball
Aquatics	. Rugby 7s
Athletics	. Shooting
Badminton	. Squash
Boxing	. Table Tennis
Cycling	. Tennis
Gymnastics	. Weightlifting
Hockey	. Wrestling
Lawn Bowls	

In addition, Elite Athletes with Disability (EAD) events will be incorporated into the sports programme.

The Delhi Games Village is being constructed as a low-rise medium development on a 40 acre site in the heart of the capital with a possible capacity for 8,500 athletes and officials.

The staging of the Games is a collaborative effort between the Delhi 2010 Commonwealth Games Organising Committee (D2010) and a number of Government departments and other stakeholders. D2010 is the organising committee for the Games administering and overseeing the operations, marketing, sales and administration of the Games and Games Venues.

Technology Group

The Technology Functional Area is tasked with the responsibility of providing all technology solutions, services and infrastructure required to plan, support and operate the Games. Technology essentially acts as a service provider to all other D2010 functional areas, and related stakeholders and constitute groups.

Technology will undertake the planning, procurement, development, implementation, testing and operation of technology systems and services which are identified as necessary and appropriate to operate and support the Games.

It is the strategy of Technology to only use proven technologies, thereby negating the risk sometimes associated with new and unproven technology.

Computer Hardware Provider

The vision of D2010 is to host the best Commonwealth Games ever. A key component of this vision will be the establishment of world class technology solutions providing fully robust, scalable and flexible services required to support the staging of the Games.

At the heart of the technology solutions will be the Games Data Network (GDN). The GDN is essentially a highly resilient wide area network between all Games Venues that will facilitate the real-time distribution of information to a wide array of stakeholders.

TCIL is seeking to appoint a Computer Hardware Provider who can deliver the appropriate technical equipment and support requirements of the D2010, but will also offer a flexible and dynamic approach and work in close partnership with TCIL and D2010.

This document is intended to provide a high level summary of the scope of works to be provided by the Computer Hardware Provider for the Games, which includes the ongoing administrative requirements of D2010.

2. SCOPE OF SERVICES

2.1 Computer Hardware Equipment Scope

2.1.1 Requirements

The Computer Hardware to be provided by the Computer Hardware Provider is grouped broadly as summarised below:

- Network Servers
- Desktop Personal Computers (PCs)
- Laptops
- Monitors
- Data storage solutions
- Backup solutions
- Other Computer Hardware accessories required by TCIL or D2010

For full details on the current estimated Computer Hardware Equipment requirements, refer to the tables contained in section- 6. Final requirements will be determined based on a range of criteria. These include, but are not limited to:

- Final design of GDN solution
- Future detailed planning
- Other technical solutions
- Budget allowances
- Alternative supply means/methods
- Design input from the Computer Hardware Provider and other relevant partners or contractors
- Existing Computer Hardware equipment

The following should be noted in respect of the current estimated requirements:

- Provision of spare equipment to replace faulty equipment is not included (which is the responsibility of the Computer Hardware Provider in order to meet the service level requirements).
- Accessories and other equipments that may be required for specific Computer Hardware is not reflected.

2.1.2 Specification

The general specification of the Computer Hardware required by TCIL and D2010 is indicated in clause no.-4 , ‘ **HARDWARE SPECIFICATIONS**’ of this scope of work. It is expected that the Computer Hardware Provider will recommend options and solutions that comply with the specification. Final Computer Hardware specifications may also be determined through the detailed planning and design process to be conducted by the Network Integrator, in consultation with the Computer Hardware Provider where appropriate.

It is critical for D2010 that consistent, standardised models of each type of equipment are selected, tested and provided for the Games. Accordingly, all Computer Hardware provided by the Computer Hardware Provider during the life of the project shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by D2010 to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

In order to meet this objective, for previous Games, the anticipated requirements of the organising committee have been delivered as a single order (in advance of the actual requirements) to provide a common hardware platform across the event (thereby minimising the chance that updates to equipment will have an impact on the standard operating environment developed by the Technology Integrator).

2.1.3 Equipment Ordering

The process for the notification of actual Computer Hardware supply requirements is to be developed by the Computer Hardware Provider, TCIL and the Technology Integrator. Computer Hardware is to be delivered within Four (4) weeks of receipt of the confirmed order, unless otherwise agreed between D2010 and the Computer Hardware Provider.

It should be expected that multiple orders will be placed, although this will be minimised as much as possible to achieve the objectives of D2010 as outlined elsewhere in this scope of works.

The Computer Hardware Provider shall also ensure that its preparation and execution of project plans is flexible and able to accommodate amendments for key milestones and works progress, such as additional late requirements.

2.1.4 Delivery

It is expected that the majority of Computer Hardware will be delivered in 1 or 2 phases, but this will be subject to further planning between the Computer Hardware Provider, TCIL and the Technology Integrator (noting the comments provided in section 2.2.1).

Unless otherwise advised by TCIL, the Computer Hardware Provider shall deliver all confirmed Computer Hardware requirements to the "Build, Integrate and Test" Facility (BIT Facility) to be established and operated by the Technology Integrator. It is possible that the initial requirements of TCIL may be delivered directly to GHQ. Generally, the Technology Integrator will have the responsibility of building, configuring, testing and installing all Computer Hardware within the designated locations across Venues.

Upon Games completion, with the exception of Computer Hardware that has been purchased outright by D2010, the Computer Hardware Provider will also be responsible for collection of Computer Hardware from the BIT Facility, once the Computer Hardware has been repackaged. The cost to delivery and collect the Computer Hardware is deemed to be included in the rates provided by the Computer Hardware Provider.

2.1.5 Asset Management

The Computer Hardware Provider will provide information for the Technology Integrator and TCIL to input (or separately manage) into its own inventory management system that may be implemented to manage the complete inventory of equipment controlled by TCIL, along with its receipt, issue and return. As a minimum, the type of information that would be required by D2010 would include: Equipment reference information - unique identification numbers, serial numbers. Equipment information - type, manufacturer, model number, configuration details, etc. Quantity information - incoming and outgoing quantities. The above information shall be provided in a format to be agreed between D2010 and the Computer Hardware Provider (and Technology Integrator where appropriate).

2.1.6 Handover

Upon delivery of the required Computer Hardware to the Technology Integrator, the Computer Hardware Provider shall handover to the Technology Integrator.

The handover of Computer Hardware shall occur in accordance with a schedule to be separately developed in the detailed planning phase by D2010 and the Technology Integrator and be completed no later than the timeframes stipulated by D2010.

2.1.7 Testing Hardware

There may be a requirement of D2010 and the Technology Integrator for the Computer Hardware Provider to supply small quantities of Computer Hardware proposed to the Technology Integrator for initial configuration and testing purposes.

The quantity of the hardware required for testing will be determined by D2010 and the Technology Integrator and advised to the Computer Hardware Provider.

2.1.8 Substitutions and Spare Equipment

It will be the responsibility of the Computer Hardware Provider to provide spare Computer Hardware to the BIT Facility (and possibly GHQ) which can be used as replacement equipment in the event of Computer Hardware failure, across all Games Venues. The cost of such Computer Hardware will be deemed to be the responsibility of the Computer Hardware Provider as part of its maintenance obligations. The replacement equipment will be provided as early as possible but not later than 24 hours.

2.1.9 Packaging

The Computer Hardware Provider shall work with D2010 and the Technology Integrator in an attempt to minimise the amount of packaging that the Computer Hardware is supplied with (and subsequent collection).

2.2 General Arrangements

2.2.1 Contract Basis

The provision of Computer Hardware shall be on a schedule of rates and quantities based contract. The rates submitted by the Computer Hardware Provider in the pricing schedules will not be subject to any adjustment or escalation, unless otherwise agreed by D2010 in writing for alternate equipment separately identified during the detailed planning and implementation phases.

The estimated quantity and equipment types currently identified for each item is based on the planning activities undertaken up until the preparation of this scope of works. D2010 will work with the Computer Hardware Provider to determine actual quantities required for the Games. D2010 does not provide an

2.2.2 Supply Basis

y guarantees regarding minimum quantities.

The majority of equipment and services required by D2010 will only be required on a temporary and relatively short term basis. Therefore it is the strategy of D2010 to minimise as much as possible, the outright purchase of equipment, and accordingly D2010 wishes to work with its partners and providers to determine suitable ways in which this strategy can be achieved.

Responses to this scope of works should take this strategy into consideration.

However, the Games will provide an opportunity to leave a valuable legacy for the Venues. This may include the supply of Computer Hardware to Venues and other Games stakeholders following the Games.

Unless otherwise determined by D2010, all other Computer Hardware requirements will be required on a temporary/rental basis.

2.2.3 Insurance

The Computer Hardware Provider will be required to provide insurance to cover all Computer Hardware being provided to D2010. The amount of cover shall not be less than the replacement (or market) value at the time of damage or loss of the Computer Hardware.

2.3 Support

2.3.1 Hardware Warranty

The Computer Hardware Provider shall warrant that the Computer Hardware to be supplied shall be **new and free from all defects and faults in materials used, workmanship and manufacture** and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings.

The Computer Hardware Provider shall be responsible for any defect that may develop under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment and **shall remedy such defects through the provision of replacement Computer Hardware where requested by D2010.**

The warranty of the Computer Hardware supplied for the project shall be for no less than the lease period.

In addition, to support the specific needs of D2010, the Computer Hardware Provider is expected to propose the hardware warranty support available for each component (server, desktop and laptop). The option to upgrade hardware warranty support during critical periods (particularly Games Time) should also be proposed.

2.3.2 Support Overview

It will be the responsibility of the Computer Hardware Provider to assist in providing both technical support and spare Computer Hardware in the event of equipment failure.

It is expected that the additional equipment will be provided prior to the Games as part of the general delivery arrangements and stored by the Technology Integrator at each venue and the BIT Facility to facilitate effective change-over of defective equipment.

The Computer Hardware Provider shall also have a single point of contact on call to expedite support or maintenance issues during the Games where required by the Technology Integrator. It is also expected that a single point of contact will be available outside of the Games period, particularly in the lead up to the Games, to deal with any global issues being experienced with any equipment or accessories

2.3.3 Operational Support

D2010 will determine the most appropriate support levels in conjunction with the Computer Hardware Provider and the Technology Integrator.

The level of support and spare equipment to be supplied will be determined by a number of factors, such as the overall operational period and priority of a venue and the extent of equipment installed within a venue.

For the Games operational period (early September to Games-end), it is expected that the Computer Hardware Provider will only be required to provide centralised presence in the Technology Operations Centre (refer section 2.4) and will not be required to provide any local support to Venues. In addition, the Computer Hardware Provider will use its existing technical support arrangements to provide a higher level of service for the resolution of critical incidents.

2.3.4 Games Period Service Definitions

Where Computer Hardware needs to be replaced, the Technology Integrator will be responsible for the replacement and removal of the defective Computer Hardware from the relevant Venues and return to the BIT Facility.

The exact procedures for the replacement of defective Computer Hardware are to be agreed between the Computer Hardware Provider, D2010 and the Technology Integrator.

Any Computer Hardware which is deemed to be defective upon delivery to the BIT Facility shall be replaced within 24 hours of the Computer Hardware Provider being notified.

2.4 Technology Operations Centre

The Technology Operations Centre (TOC) will be the main Technology operations and control centre for all technology systems, information and telecommunications during the Games, and will include representation from the majority of Technology providers and contractors.

Generically, in the lead up to and during the Games the responsibility of the TOC will be to:

- Ensure that all the technology systems are installed and functional.
- Undertake proactive monitoring of technology systems in place for the Games.
- Resolve issues in timely manner.
- Coordinate central resources and deployment of skilled technicians.
- Centralise critical technology decision-making.
- Act as the central technology help desk.
- Centralise support and supplier management of all technology suppliers.
- Communicate technology status to venues and management.
- Work issues that are across multiple providers or stakeholders.

The Computer Hardware Provider will be expected to provide an appropriate level of technical representation (at least 1 to 2 experienced technicians, on a shift basis during the Games operational period) to the TOC to assist in the prompt resolution of any problems identified in relation to the Computer Hardware during the period the TOC is operational (in accordance with the requirements to be defined as outlined in section 2.3).

3 GENERAL INFORMATION

3.1 OC Technology Organisational Structure

The Technology Functional Area is tasked with the responsibility of providing all technology solutions, services and infrastructure required to plan, support and operate the Games. Technology essentially acts as a service provider to all other D2010 functional areas, and related stakeholders and constitute groups.

The Computer Hardware Provider will primarily work closely the Network Operations team who are responsible for the overall planning and management of the GDN and SDN services to be deployed to Venues.

3.2 Single Point of Contact and Representation

The Computer Hardware Provider shall provide a single point of contact for all Games related operational communication and for out of hours requirements at Games time.

Furthermore, the Computer Hardware Provider shall also provide detailed phone contact lists (including after hours contact details) to D2010 as required and kept up to date at all times.

3.3 Rate Card Services

The Computer Hardware Provider will offer, through the D2010 Rate Card program, a range of agreed Computer Hardware to:

- Press (within the MPC only, 'except' for mobile equipment)
- The Host Broadcaster and Broadcast Rights holders
- Commonwealth Games Associations (within the Games Village only, 'except' for mobile equipment)

The principal rate card products, relating to the Computer Hardware Provider, expected to be offered include:

- Desktops
- Laptops
- Computer Hardware accessories

As with the Computer Hardware required for Games purposes, any rate card products ordered will be provided to the Technology Integrator to configure and install in accordance with the relevant requirements of the customer.

4 HARDWARE SPECIFICATIONS

4.1 Servers

4.1.1 General

The key factors that need to be considered in the selection of server hardware are speed and cost, underpinned by reliability and scalability. Whilst it is not anticipated that the majority of GDN applications will be required to handle large transactional loads and process large volumes of data, the need for maximum accuracy and up-time is critical.

The server hardware requirements will vary depending upon application usage, number and type of users in each location. It is expected that a small number of administrative servers may be purchased outright with the remainder of Games-time server hardware hired or leased in 2 monthly increments over the period of 1 year. The quantity of hardware required for each period is outlined below.

To simplify the administration and support for servers, two server types have been defined. The following two levels proposed are:

Level-1: Low specifications, standard file/print operations.

Level-2: High end requirements, used mainly for Games Management Systems that require heavy use of database systems to fulfill requests from users. In conjunction with the above definitions, the following section provides an indication of the server specifications for each level required.

4.1.2 Server Components

Regardless of the application to be supported by each server, it is expected that the following list of components will be required within each unit and therefore makeup the minimum specifications to be considered when proposing a hardware platform:

- **Memory:** As the number of users leading into Games time increases, so will the memory requirements. As a result it is important that memory can be easily added. Minimum memory requirements will be determined by the server categories specified and the functional requirements of the system being implemented.
- **Disk Storage:** Suitable disk drives shall be recommended according to the level of server proposed. These disk drives must support hot-swap on the servers.
- **Network Connectivity:** The GDN is expected to be an Ethernet 10/100/1000 TCP/IP network, 1GB connections are the preference. All servers shall be supplied with dual Ethernet interfaces unless otherwise specifically required by D2010.
- **Power Supplies:** Preferably, all servers will contain dual power supplies with failover capability.
- **Mountable:** It is proposed that all servers will be rack mountable, with all required hardware to be provided. Maximum allowed size of any individual server is 4U unless it is a blade server.
- **Regulatory Compliance:** All Servers must comply to FCC Class B, RoHS, NRTL, GS (for ergonomics, acoustics and hygenics), declared noise emission with ISO9296, EU directive 94/62/EEC regulatory requirements

4.1.3 Server Redundancy

For the level-2 servers that will support the business critical applications, there will be a requirement for a greater level of server redundancy and resilience. This is to help ensure that critical applications remain highly available during periods of important data transfer between all Games systems operating across the GDN.

It is expected that high availability solutions (server clustering, standby servers) are likely to be required in some form however; it may well be decided that the complexity and cost of running hardware clusters is only justified for a small number of critical servers.

4.2 Desktops and Laptops

4.2.1 General

In order to ensure consistency across all desktop and laptop hardware used by D2010 (for both GHQ and Venues), standard desktop and laptop specifications are developed and maintained. The Computer Hardware Provider must use its best endeavors to minimise desktop hardware model changes which in turn will reduce changes in the desktop environment over the life of D2010.

It is proposed that one level of desktop and laptop configuration will be adopted by D2010.

The allocation of the equipment is based on the specific role of the end users. The following levels are proposed:

Desktop Level: For general purpose applications and will be used for various generic functions in the lead up to and during Games Time.

Laptop Level: For general purpose applications and mobility. All desktops are to be provided with: Keyboard, Mouse and Monitors (refer to Section 4.3 of this document)

The Screen size of the laptop should be no less than 14”.

4.3 Monitors

The type and size of monitors required will be determined by the functional requirements.

4.4 Data Storage and Backup Infrastructure

The data storage requirements of D2010 are in the process of being determined based upon a number of factors including application storage requirements for Games related systems.

5. GENERAL REQUIREMENTS

The following general information will apply to the Computer Hardware Provider and any services it provides at any Venue of the Games. The preliminaries cover a range of venue conditions and housekeeping items that are standard industry practice for similar multi venue events, many of which will not apply in the case of the Computer Hardware Provider due to the nature of services being provided.

5.1 Accreditation

An Accreditation System will be established by D2010 to control access to each competition and selected non-competition Venues. The Accreditation System requirements are likely to vary between phases of operation.

Accreditation will be required for both Computer Hardware Provider personnel and vehicles.

It is likely that the Accreditation requirements will vary between fit-out/bump-in periods, during the Games and bump-out/rectification periods at a Venue. During the Games, vehicle access will be restricted.

The Accreditation policies and procedures for each Venue will be determined by OC and will involve the Computer Hardware Provider and its personnel and/or vehicles being subject to security checks.

It will be a requirement for the Computer Hardware Provider to comply with all D2010 accreditation policies, rules, regulations and procedures.

Accreditation privileges will be determined by D2010 in consultation with the Computer Hardware Provider based on the operational needs for each Venue.

5.2 Advertising

No advertising, proprietary names or identification markings will be permitted to be exposed on any of the Computer Hardware Provider materials or equipment installed for the Games, except where otherwise agreed with D2010 in line with any separate sponsorship agreements. If permanent markings exist on any exposed materials or components, they shall be covered to the satisfaction of D2010.

5.3 Asset Protection

The Computer Hardware Provider shall be responsible for providing security for its own plant and equipment provided in relation to the works.

D2010 will typically provide a base level of perimeter security at all Venues from the commencement of the exclusive access period. The provision of these services does not obviate the need for the Computer Hardware Provider to be responsible for providing security for its own plant and equipment.

The Computer Hardware Provider shall work in cooperation with such services provided by various stakeholders and comply with all policies, rules, regulations and directions provided by D2010.

In particular, the D2010 shall take all steps necessary at all times to safeguard and ensure the safety of any person who may enter or trespass Venues.

5.4 Cleaning Up

The Computer Hardware Provider shall at all times keep its work sites in a clean and tidy condition, including the regular removal of rubbish and surplus material.

In particular, the Computer Hardware Provider shall ensure that when facilities have been built, that all excess materials are removed from the work site to ensure that they do not cause unnecessary damage to the Venue or become an Occupational Health and Safety (OH&S) hazard.

The Computer Hardware Provider is responsible for the removal from the Venue and disposal of all packing and other waste material associated with its works. No packaging materials are to be left at a Venue. The Computer Hardware Provider must arrange for all reusable packaging to be returned to its Venue or distribution facility for later re-use, unless otherwise approved by TCIL/ D2010.

Failure to comply with instructions regarding site clean up within 24 hours during or at the completion of works, will result in the cleaning being undertaken by others at the direction of TCIL / D2010 with all costs being charged to the Computer Hardware Provider.

5.5 Codes of Conduct (OC and/or Venue)

The Computer Hardware Provider shall comply with the requirements of any Code of Conduct that may be issued and updated by D2010 for any Venue, or any existing Codes of Conduct that may exist for any Venue, including any modifications.

5.6 Communications

It shall be the responsibility of the Computer Hardware Provider to ensure that the nominated Computer Hardware Provider representatives remain readily contactable by D2010 at all times.

In addition, in a number of limited cases, D2010 may provide at least one (1) radio for use by Computer Hardware Provider representatives during the late stages of the build period for the Games. This would be provided for the sole purpose of communicating directly with TCIL/ D2010 and other key contractors and shall be carried at all times by a representative of the Computer Hardware Provider whilst at the Venue.

It shall be the responsibility of the Computer Hardware Provider to ensure that the radio is fully operational and that batteries are charged at frequent intervals at the Venue battery replacement location. The Computer Hardware Provider will be further responsible for the return of the equipment to TCIL/OC as directed. The replacement cost for the loss or damage of the equipment shall be borne by the Computer Hardware Provider.

It is expected that all Computer Hardware Provider resources will have access to their own dedicated mobile phones. A full list of contact details shall be provided to TCIL at least 3 months prior to the Games.

5.7 Deliveries

Each Venue will have different delivery procedures depending on the unique conditions of the Venue and surrounding areas. In particular, high profile venues will have stringent security measures in place that will require security searches of all vehicles entering the Venue from a 'lockdown' date.

The Computer Hardware Provider shall educate itself on the procedures that apply to each Venue it will be working at and ensure that all of its personnel are educated on these procedures and adhere to them.

It will be a requirement of the Computer Hardware Provider to comply with all D2010 policies, rules, regulations and procedures and / or directions provided by the D2010 in this regard.

It is expected that D2010 will operate a master delivery schedule (MDS) which will assist in the coordination of all deliveries to Venues. The Computer Hardware Provider shall ensure that it adheres to any MDS policies and procedures that are established for Venues.

The MDS is the Venue's delivery schedule coordinated and managed by OC, which logs all vehicle movements into Venues. For delivery vehicles to gain access to Venues, delivery times, vehicle registration, goods being delivered and details of accredited personnel accompanying the delivery must be provided to OC for inclusion on the MDS.

TCIL / D2010 may refuse entry to vehicles not registered on the MDS and in such instances any additional delivery costs shall be the Computer Hardware Provider's responsibility.

5.8 Electromagnetic Compatibility (EMC)

To minimise the risk of electromagnetic emissions from electronic product causing harmful interference to radio communications systems and other electronic product used during the Games, D2010 requires that all electrical equipment and electronic products be compliant with the appropriate EMC standards indicated by the “CE” mark as required in Europe.

The Computer Hardware Provider shall ensure and demonstrate that all equipment provided complies with this requirement and may be required to conduct tests to confirm compliance.

5.9 Existing Services

It is the responsibility of the Computer Hardware Provider to make itself aware of the location of all underground and overhead services and that the services are clear from proposed works as necessary prior to the commencement of the works.

The Computer Hardware Provider shall notify and seek direction from TCIL/ D2010 immediately should it consider that the services prevent the works being located as configured or sited.

The Computer Hardware Provider shall be responsible for the cost in making good any damage to services that occur whilst carrying out the works.

5.10 Facility Identification

All facilities across all Venues are expected to be allocated a unique reference number or name by OC. All applicable correspondence issued to the Computer Hardware Provider including clarification documentation, specifications and drawings pertaining to any particular facility at the Venue shall refer to the reference number to avoid misunderstanding or confusion.

It is the responsibility of the Computer Hardware Provider to check the correspondence against the corresponding order and shall bring any errors or anomalies to the attention of TCIL/ D2010.

5.11 Keys and Locks

The key and lock systems utilised for each Venue will vary. The Computer Hardware Provider shall make all necessary arrangements directly with D2010 where it requires access to secure rooms or areas.

At least 24 hours written notice must be given prior to the issue of keys.

The Computer Hardware Provider shall fully inform itself of the procedures that apply at each Venue and ensure that all of its personnel are familiar with and adhere to the procedures.

It is the responsibility of the Computer Hardware Provider to comply with all D2010 policies, rules, regulations and procedures and / or directions provided by TCIL/ D2010 in this regard.

The Computer Hardware Provider will be responsible for returning keys to TCIL/ D2010 as directed. The replacement cost or consequential losses shall be borne by the Computer Hardware Provider for the loss or damage of the keys and locks.

5.12 Meals and Catering

The Computer Hardware Provider shall be responsible for adhering to its employer obligations and terms and conditions of any employee agreement related to meal provisions.

During the Games, catering for personnel working at the Venue will be available on a pre-purchased voucher system at some Venues. D2010 will encourage the Computer Hardware Provider to utilise the pre-purchase voucher system.

Where the Computer Hardware Provider does not participate in the pre-purchase voucher system, it will be required to demonstrate to TCIL/ D2010 a viable meal service solution for its staff whilst working at the Venue.

The Computer Hardware Provider will not be able to bring its own caterers to any Venue without the express prior approval of TCIL/ D2010.

The Computer Hardware Provider shall fully inform itself of the catering procedures that apply at each site and ensure that all of its personnel are familiar with and adhere to the procedures.

5.13 Nuisance

The Computer Hardware Provider shall so organise and conduct its works so as to minimise inconvenience to others including control of noise, vibration, dust, mud and any other nuisance.

Particular care shall be taken to minimise inconvenience to the public and disruption to traffic. The Computer Hardware Provider will seek approval from D2010 with regards to any traffic control and / or road closures during the build period and shall provide D2010 with a minimum of 48 hours notice of any such activity.

It shall be the responsibility of the Computer Hardware Provider to seek the necessary approvals from all appropriate authorities. The Computer Hardware Provider will be responsible to make all necessary arrangements and provide adequate warning signals, bollards, cones and flagmen in accordance with any applicable guidelines, legislation, regulations, Codes of Practice or standards.

Agreement shall be reached by the Computer Hardware Provider with the appropriate authorities and D2010 with respect to roads which may be used for importing materials and removing spoil and / or waste.

5.14 Occupational Health and Safety

An occupational health and safety (OH&S) policy is expected to be established and administered for all works being conducted for the staging of the Games. The Computer Hardware Provider shall at all times follow the general requirements and obligations of OC and / or Venue OH&S policy.

The Computer Hardware Provider must ensure that all work carried out by its personnel, subcontractors and consultants is in accordance with the relevant occupational health, safety and environmental legislation and other requirements, including the procedures outlined in the D2010 and / or Venue OH&S policy, to all personnel performing duties so as to prevent:

- Injury to personnel working on this or any associated agreement.
- Injury to members of the public.
- Injury to personnel employed by or associated with TCIL and D2010.
-

The Computer Hardware Provider acknowledges that D2010 will monitor the implementation and effectiveness of the Computer Hardware Provider's OH&S policies, practices and management system. The Computer Hardware Provider shall immediately rectify non-conformities as advised by D2010.

5.15 Planning

The Computer Hardware Provider acknowledges that OC is responsible for the overall planning, design and management design of all Venues.

Throughout the planning and implementation phases, the Computer Hardware Provider shall at all times maintain close contact and liaison with TCIL and D2010 and respond to requests for detailed requirements relating to the Works in a timely manner.

The Computer Hardware Provider is also expected to liaise with other related contractors, organisations and personnel involved in the staging of the Games (such as Venue Owners/Managers, Project Managers, contractors and suppliers).

5.16 Presentation Standards

The Games is a prestigious world-class sporting event with significant international exposure. It is highly regarded as a benchmark for the "Worlds Best Practice" and as a result the quality of presentation of all facilities and infrastructure will be of the utmost importance.

As such, all equipment, facilities and infrastructure supplied by the Computer Hardware Provider shall be well presented and in excellent condition.

5.17 Radio Frequencies

The Computer Hardware Provider will be required to supply information relating to its own radio communications devices and equipment required for works. Any radio communications (or similar) frequencies to be used by the Computer Hardware Provider require licences to be issued by the Department of Telecommunications (DOT).

Any devices using radio frequency technology as a means of communication must be fully frequency agile. This is to enable the frequency of a device to be adjusted where interference either to or from other services is encountered thus ensuring interference free operation. To achieve this, devices must have the ability, as a minimum, to be re-tuned within its band of operation, but preferably across bands.

The Computer Hardware Provider shall upon request of TCIL or other TCIL representatives, provide evidence that they possess valid and current radio licences issued for any radio communications devices is intending to operate at any Venue. If evidence of appropriate licences cannot be provided, then the Computer Hardware Provider shall not be permitted to use any such radio communications equipment.

5.18 Reinstatement

If loss or damage occurs to anything while the Computer Hardware Provider is responsible for its care, the Computer Hardware Provider shall at its own cost promptly make good the loss or damage unless otherwise directed by TCIL/ D2010.

5.19 Site (Venue) Access and Parking

General

Prior to accessing any Venue, the Computer Hardware Provider is to notify D2010 of proposed Venue vehicle access, loading and unloading locations and parking requirements and comply with any access instructions given.

The speed limit for all types of vehicles shall be in accordance with the instructions of D2010 or as sign posted. Lower speed limits are required in congested sections and through gates or when speed limit signs are posted.

Fitout / Build Period, Bump In and Bump Out Periods (Pre/Post Games)

Venue access and parking will be determined by D2010 in consultation with the Computer Hardware Provider and provided to the Computer Hardware Provider based on operational requirements.

The Computer Hardware Provider shall gain access to the Venue through nominated roads or access paths within the site or as directed by D2010. All vehicles shall be parked in the designated car parking areas and shall comply with any Accreditation requirements, vehicle access, parking arrangements, MDS requirements and policies that may be developed by D2010.

In planning for access to areas of the Venue, the Computer Hardware Provider should anticipate and allow for the installation of other site works provided by others occurring coincidentally with the works.

Games Time

Venue vehicle access and car parking will be extremely limited at all Venues and access will be provided to the Computer Hardware Provider based on operational needs only.

All vehicles accessing Venues during the period of the Games will be subject to security checks and clearances.

Any vehicles of the Computer Hardware Provider or its personnel found parked outside the designated car parking areas may be towed away. Where applicable, the Computer Hardware Provider shall comply with any accreditation, vehicle access and parking arrangements and policies that may be developed by D2010.

5.20 Site Facilities

Depending on the Venue, D2010 may establish an area at the Venue which shall be used for the establishment of site facilities.

Except as provided elsewhere, the Computer Hardware Provider shall be responsible for the provision and removal of all site facilities necessary for the conduct of its works.

At all times it remains the responsibility of the Computer Hardware Provider to provide its own first aid equipment and services for its staff working at any Venue.

5.21 Site Meetings / Briefings

The Computer Hardware Provider shall attend all site meetings as requested by D2010.

The Computer Hardware Provider shall, as requested by D2010 from time to time, attend meetings convened by D2010 for the purpose of discussing scheduling, site activities or site coordination, including meetings convened on an urgent basis.

5.22 Site Storage

Limited space will be available at each site for the temporary storage of build materials, plant and equipment, etc.

The Computer Hardware Provider will not be allocated large hardstand lay-down areas for build materials and shall plan around allowing a “just in time” approach, carefully scheduling its deliveries such that all equipment required for the site facilities delivered direct to the relevant locations.

5.23 Travel and Accommodation

The Computer Hardware Provider is responsible for arranging and paying for all travel and accommodation required for all of its personnel or subcontractors who are involved in the provision of works.

5.24 Uniforms

The Computer Hardware Provider is required to supply uniforms to its staff working at Venues during the Games. The presentation of uniforms is to be consistent and to an appropriate standard for the Games. Uniforms shall not contain any promotional or advertising signage or wording or logo of any kind unless otherwise approved by D2010. Uniform designs are to be approved by D2010.

6. TECHNICAL SPECIFICATIONS OF REQUIRED COMPUTER HARDWARE

6.1 Servers

6.1.1 Server (Level-1)

Server Specifications : Level-1			
Item	Item Details / Description	Compliance – Yes/No/ Partially complied	Cross reference with product data sheets/ brochures (duly marked and numbered)
Form Factor	1U / 2U		
CPU	CPU CPU:2 x quad-Core Intel® Xeon® Processor Minimum E5504 (2.00 GHz), integrated with 4MB Cache. The chipset offered with the CPU should not have been declared as "End-of-Life" at the time of bid submission.		
Memory	8GB of RAM scalable upto 64 GB or higher, Maximum 50 % of the memory slots should be populated with the offered RAM.		
Hard Disk Drives	4*300 GB, 10K RPM with 2.5" Form Factor, 15K RPM with 3.5" Form Factor, Hot Swappable Hard Disk Drives. Should support minimum 6 HS HDD.		
RAID Controller	RAID 0/1/5 with 256MB Cache		
Optical Drive	DVD R/W drive		
Ethernet Connectivity	Total Four (4) Gigabit Ethernet Ports, should be TOE enabled		
FC Connectivity	1 x Dual Port Fibre Channel HBA to connect to storage.		
Ports	4 USB 2.0 Ports, one RJ-45 Port, 1 Video Port, 1 Serial Port.		
Cooling fans	Adequate cooling system.		
Diagnostics / Security	Pre-failure Alerts for processors, memory, HDDs, plus system temperature, Power-on password / administrator password / unattended boot / selectable boot / unattended start mode		
PCI Slots	2 PCI-e/PCI-x slots (Min x8). Minimum 1 Free PCI slot of same configuration for future expandability.		
Power Supply	Dual Power Supply suitable for the server configuration.		
Systems Management	Should support highly secure remote system power control using data encryption to allow an administrator to restart a server without having to visit it in person. Systems Management Software to be provided with the server should be capable of:		

	- Discovering virtual and physical systems and related resources.		
	- Providing health status, alerts and monitors of system resources.		
	- Notifying downloads and installs updates for systems.		
	- Providing a remote console, a command line and file transfer features to target systems.		

6.1.2 Server (Level-2)

Server Specifications : Level-2			
Item	Item Details / Description	Compliance – Yes/No/ Partially complied	Cross reference with product data sheets/ brochures (duly marked and numbered)
Form Factor	1U / 2U		
CPU	CPU CPU:2 x quad-Core Intel® Xeon® Processor Minimum 2.80 GHz, integrated with 8 MB Cache. The chipset offered with the CPU should not have been declared as "End-of-Life" at the time of bid submission.		
Memory	8GB of RAM scalable upto 64 GB or higher, Maximum 50 % of the memory slots should be populated with the offered RAM.		
Hard Disk Drives	4*300 GB, 10K RPM with 2.5" Form Factor / 15K RPM with 3.5" Form Factor, Hot Swappable Hard Disk Drives. Should support minimum 6 HS HDD.		
RAID Controller	RAID 0/1/5 with 256MB Cache		
Optical Drive	DVD R/W drive		
Ethernet Connectivity	Total two (2) Gigabit Ethernet Ports		
FC Connectivity	1 x Dual Port Fibre Channel HBA to connect to storage.		
Ports	4 USB 2.0 Ports, one RJ-45 Port, 1 Video Port, 1 Serial Port.		
Cooling fans	Adequate cooling system.		
Diagnostics / Security	Pre-failure Alerts for processors, memory, HDDs, plus system temperature, Power-on password / administrator password / unattended boot / selectable boot / unattended start mode		
PCI Slots	2 PCI-e/PCI-x slots (Min x8). Minimum 1 Free PCI slot of same configuration for future expandability.		
Power Supply	Hot Swappable and Redundant		
Systems Management	Should support highly secure remote system power control using data encryption to allow an administrator to restart a server without having to visit it in person. Systems Management Software to be provided with the server should be capable of:		
	- Discovering virtual and physical systems and related resources.		

	- Providing health status, alerts and monitors of system resources.		
	- Notifying downloads and installs updates for systems.		
	- Providing a remote console, a command line and file transfer features to target systems.		

6.1.3 Server (Level-3)

Server Specifications : Level-3			
Item	Item Details / Description	Compliance – Yes/No/ Partially complied	Cross reference with product data sheets/ brochures (duly marked and numbered)
Form Factor	1U / 2U		
CPU	CPU: 2.93 GHz. The chipset offered with the CPU should not have been declared as "End-of-Life" at the time of bid submission.		
Memory	16 GB of RAM scalable up to 64 GB or higher, Maximum 50 % of the memory slots should be populated with the offered RAM.		
Hard Disk Drives	4*300 GB, 15K RPM, RAID5 with 2.5" Form Factor / 15K RPM with 3.5" Form Factor Hot Swappable Hard Disk Drives. Should support minimum 6 HS HDD.		
RAID Controller	RAID 0/1/5 with 256MB Cache		
Optical Drive	DVD R/W drive		
Ethernet Connectivity	Minimum two (2) Gigabit Ethernet Ports		
FC Connectivity	1 x Dual Port Fibre Channel HBA to connect to storage.		
Ports	4 USB 2.0 Ports, one RJ-45 Port, 1 Video Port, 1 Serial Port.		
Cooling fans	Adequate cooling system.		
Diagnostics / Security	Pre-failure Alerts for processors, memory, HDDs, plus system temperature. Should detect impending failure of supported components (processors, memory, and hard disk drives) before actual failure, and alert the administrator / Power-on password / administrator password / unattended boot / selectable boot / unattended start mode		
PCI Slots	2 PCI-e/PCI-x slots (Min x8). Minimum 1 Free PCI slot of same configuration for future expandability.		
Power Supply	Hot Swappable and Redundant		
Systems Management	Should support highly secure remote system power control using data encryption to allow an administrator to restart a server without having to visit it in person. Systems Management Software to be provided with the server should be capable of:		
	- Discovering virtual and physical systems and related resources.		
	- Providing health status, alerts and monitors of system resources.		

	- Notifying downloads and installs updates for systems.		
	- Providing a remote console, a command line and file transfer features to target systems.		

6.2 Desktops

Technical Specifications: Desktop			
Item	Item Details / Description	Compliance – Yes/No/ Partially complied	Cross reference with product data sheets/ brochures (duly marked and numbered)
Motherboard	Motherboard with suitable chipset to meet below-mentioned requirements:		
Processor	Intel Core2Duo @ Min 2.93 GHz, Min 1066 MHz FSB, 3MB, L2 Cache or higher		
Memory	2GB (2* 1GB) Dual channel suitable RAM with minimum 800 MHz; Upgradeable to 4GB		
HDD	160 GB SATA (3Gbps), 7200 rpm;		
Optical Drive	DVD Writer,		
Graphics	Intel GMA 4500, DX10 support		
Ethernet	Onboard 10/100/1000 LAN		
Keyboard	107 Keys Keyboard with PS2/USB interface		
Ports	Minimum: 4 USB, PS2 Ports, 1 Serial, 1 Parallel		
Mouse	Optical Mouse with PS2/USB interface		
Expansion Slots	Minimum: 2* PCI, 1* PCI Express x1, 1*PCI Express x16		
Cabinet	Mini Tower		
Management Software	OEM's own Management Software (preloaded) features include – Asset Management over LAN & WAN, Power Management software, Health Monitoring and Remote Management		
Certification	ROHS		
Security	System and BIOS passwords; enable / disable USB Ports from BIOS		
Power	Maximum 300 W		
Manageability	Asset Management, System Health Management, Remote Monitoring, BIOS Diagnostics		
Environmental Protection	Adequate electrostatic discharge, Adequate protection from lightning.		

Data Protection	System Protection Tool shall be provided to significantly increase up-time in situations like - Accidental File deletion - Formatting of any partition of HDD - Corruption of registry files, link files - Uninstallation of Software and Applications		
Certification	Microsoft Windows Certification		
Monitor	43.2 cm (17 inch) TFT digital color monitor, TCO'3 certified.		

6.3 Laptops

Technical Specifications: Laptop			
Item	Item Details / Description	Compliance – Yes/No/ Partially complied	Cross reference with product data sheets/ brochures (duly marked and numbered)
Motherboard	Mobile Intel GM45 Chipset or higher; Intel ICH9M		
Processor	Intel Core2Duo @ 2.0 GHz or higher		
Memory	Memory 2GB (2* 1GB) Dual channel DDR2 or higher 1066Mhz; Upgradeable to 8GB		
HDD	250 GB SATA, 5400 rpm or higher; Shock Mounted HDD with protection features		
Keyboard	Full size spill resistant keyboard.		
Optical Drive	DVD Writer,		
Graphics	Mobile Intel GM45 Graphics Chipset or higher		
Audio	Integrated Audio		
Ethernet	Onboard 10/100/1000 LAN		
Ports	Minimum: 1 VGA Port, 2 USB, RJ45, audio microphone		
Expansion Slots	1 Mini PCIe, 1 Express card Slot , Media Card Reader		
Screen	Min 14" Display, 16:9 Aspect Ratio, Resolution: 1366 * 768		
Security	System and BIOS passwords;		
Data Protection	System Protection Tool to significantly increase up-time in situations like - Accidental File deletion - Formatting of any partition of HDD - Corruption of registry files, link files - Uninstallation of Software and Applications		
Battery backup	Min 2.5 Hours of Battery backup		
Wireless Connectivity	Wi-Fi Enabled or Wi-Fi Ready		
Carry Case	Suitable carry case		

6.4 NAS STORAGE

<u>TECHNICAL SPECIFICATIONS: NAS STORAGE</u>			
Technical Parameters	Details / Description	Compliance – Yes/No/ Partially complied	Cross reference with product data sheets/ brochures (duly marked and numbered)
Description	The Storage System should be a NAS and SAN ready system.		
Active Controllers	Should have at least two active controllers. The controllers must be in a failover mode, so that if one of the controllers fails, the second controller should automatically take over.		
Cache	Should have at least 4 GB Cache		
RAID Support	Should be able to support RAID 1, 5 and 6,10		
Front end Ports	Front-end Ports (a) Storage must have minimum 4 no.'s of 4Gbps host side FC ports with native support for point to point, SAN- Fabric and FC-AL and backward compatible to 1, 2 and 4 Gbps host connectivity natively. (b) Storage must have 2 no.'s of 4Gbps / 4 no.'s of 2Gbps / 2 no.'s of 3Gbps ports across controllers for drive side connectivity. (c) Storage must have 2 no.'s of 10/100/1000 Mbps ports		
Support for OS	Should support all industry leading OS like Windows/ RHEL/ AIX/ HP-UX etc		
Scalability	Should be scalable to at least more than 40 drives. Should also support both SAS/ FC and SATA/ FATA drives. Intermixing of different capacity and type of drives in the same enclosure should be possible.		
Storage Architecture	Should be configured with 24 TB usable, using LC-FC/ SATA / FATA spindles on RAID5. One hot spare should be configured.		
Support for Point in time Copy & Full Copy	Should support Point in time copy and full copy features.		
Management Software	Should come with Management software of storage array.		

Performance in IOPS	Should support performance of more than 70,000 IOPS.		
Support for SAN Switch	Should support all standard SAN Switches.		
Clustering	The storage system should be configured with dual nodes with Active-Passive cluster for high availability.		
Protocol	The storage system should support multi protocols like NFS, CIFS, FC, HTTP, iSCSI		

6.5 Tape Storage System

6.5.1 Tape Drive

Technical Specifications: Tape Drive			
Technical Parameters	Details / Description	Compliance – Yes/No/ Partially complied	Cross reference with product data sheets/ brochures (duly marked and numbered)
Tape Drive	The tape system should be configured with two (2) no.'s of LTO Gen-4 native 4 Gbps Fiber drives and 44 slots.		
Interface	2 Fiber channel 4 Gbps ports		
Bar Code Reader	Bar Code Reader		
Cartridge Capacity	Each cartridge should have at least 800 GB of native capacity.		
Data Transfer	The data transfer rate should be at least 120 Mbps uncompressed. Vendor to mention the maximum possible.		
Compression	2:1 compression should be provided		
Reliability	The tape media should offer reliability such as servo tracks and read write verifies.		
Management Features	Tape library management software shall be resident in the tape storage system. The system shall have the capability to bar code the tapes for I/O operations of tape backup/ archival. Remote Management should be supported to enable help monitoring of tape library.		
Standards	The tape library should be SNMP compliant		
I/O Slots	The tape library should offer minimum 2 I/O slots.		

Tape Storage media	WORM support- Tape drive should support WORM functionality.		
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6.5.2 Tape Drive Media

<u>Technical Specifications: Tape Drive Media</u>			
Technical Parameters	Details / Description	Compliance – Yes/No/ Partially complied	Cross reference with product data sheets/ brochures (duly marked and numbered)
Cartridge media	50 Bar Coded Gen-4 cartridges of 800/ 1600 GB capacities to be provided along with the Tape Subsystem, out of which 10 no.'s of Tapes should be WORM media.		

6.6 16-PORT PS/2-USB KVM SWITCH

TECHNICAL SPECIFICATION: 16 PORT PS/2-USB KVM SWITCH				
Sl. No.	Technical Parameters	Details / Description	Compliance – Yes/No/ Partially complied	Cross reference with product data sheets/ brochures (duly marked and numbered)
Features				
1	Type of KVM	KVM Switch shall allows access and controls up to 256 computers from a single console		
2	Specification	1 U		
3	Video quality	Should support upto 2048 x 1536		
4	External PS/2 mouse	Should support external PS/2 mouse		
5	OSD	Multi-lingual on screen display		
6	User Accounts	256 via cascade		
7	Login security Levels	Two level password security		
8	firmware upgrade	Should be possible to upgrade firmware		
9	Multiplatform support	Windows 2000, XP, Vista, Linux, Unix and FreeBSD.		
Package Content				
10	16-Port KVM Switch with Rack Mount Kit	1		
11	Custom KVM Cable Sets	2		
12	Power Cord	1		
13	User Manual	1		
14	Quick Start Guide	1		
15	Registration Card	1		
Scan Interval		1 - 255 Seconds		
Power Consumption		230V/39W		
Environment				
16	Operating Temp.	0 to 40°C		
17	Storage Temp.	-20 to +60°C		
18	Humidity	0–80% RH, Non-condensing		
Physical Properties				
19	Housing	Metal		
20	Weight	Less than 2.50 kg		

6.7 KVM CONSOLE

<u>TECHNICAL SPECIFICATION : KVM CONSOLE</u>				
Sl. No	Technical Parameters	Details / Description	Compliance – Yes/No/ Partially complied	Cross reference with product data sheets/ brochures (duly marked and numbered)
1	Description	KVM console module to serve as the front-end for standard KVM switches.		
2	Housing	Integrated 17" LCD panel, full keyboard, and touchpad in a 1U, rack-mountable, Slideaway™ housing.		
3	Rotation of LCD Module	LCD module rotates up to 115 degrees for a more comfortable viewing angle		
4	Console Size	Housing is less than 1U - with top and bottom clearance for smooth operation in a 1U high system rack		
5	Compatibility	Compatible with most PS/2 KVM Switches		
6	Power	Internal power built in		
7	Video Resolution	Up to 1280 x 1024@75Hz, Supports DDC. DDC2, DDC2B		
8	DDC Emulation	VGA settings of every connected computer should be automatically adjusted for optimal output to the LCD monitor		
9	Keyboard Language Support	English (US); English (UK);		
Environment				
10	Operating Temperature	0° to 40° C		
11	Storage Temperature	-20° to +60° C		
12	Humidity	0 to 90% RH Non-condensing		
13	Weight	As per industry standard		

6.8 SERVER RACK

SERVER RACK			
Technical Parameters	Details / Description	Compliance – Yes/No/ Partially complied	Cross reference with product data sheets/ brochures (duly marked and numbered)
Weight Carrying Capacity	Adequate when fully equipped		
Overall Configuration	42U x 600mm W x 1000mm D		
Frame & Panels	Rack should conform to DIN 41494 Standard		
	The frame should be made of heavy duty, heavy grade aluminum profiles designed to accept front and rear doors and side panels, which close within the frame itself with provision for lock.		
	Side panels should have slam latches & indents for improved strengths & aesthetics.		
	MS top & bottom cover with matt finish and provision for cable entry should be there		
Doors	Front & Rear full perforated door with hexagonal perforation for 70% air flow – As per ASHRAE Standard.		
Powder Coating	80 to 100 micron thickness powder coating required for rack.		
	Rack to be powder coated with Nano ceramic pre-treatment process using a zirconium coat		
	The Powder coating process should be ROHS compliant		
Floor Standing Provision	Castors with brakes for diagonal castors & balance two castors without breaks		
Power Distribution	8 x octagonal 5/15AMP, with MCB & RED Led for indicator provision rating with flexibility to change orientation of plug top from vertical / horizontal / 45 deg so that plug tops do not hinder the adjacent socket usage.		
Wire Manager	1 for Horizontal and 2 for vertical cable management.		
Key Board Tray	Rotary key board tray 19" /1000D with sliding provision.		
FANs	TOP mount provision for 1 U Fan housing unit with four fans of 90 CFM.		
Shelf Stationary	19" mountable stationary shelf with adequate load bearing capacity.		
Manufacturers details	Manufacturer should have ISO 9001-2000 & 14001 -2004 certification for manufacturing of racks.		

6.9 SAN SWITCH

SAN SWITCH			
Sl. No.	Technical Specification	Compliance – Yes/No/ Partially complied	Cross reference with product data sheets/ brochures (duly marked and numbered)
1	Minimum 24-port SAN Switch with 16 Active FC Ports		
2	The SAN Switch should support 4 Gbps FC ports		
3	The switches should have advanced ISL and zoning capabilities		
4	The SAN switch should support online Firmware/ Software upgradation		
5	16 numbers of 10m cables should be provided for connectivity		

6.10 BACKUP SOFTWARE

BACKUP SOFTWARE			
Sl. No.	Backup Software -Technical Specifications	Compliance – Yes/No/ Partially complied	Cross reference with product data sheets/ brochures (duly marked and numbered)
1	The Backup Software should support all major releases of MS Windows & Linux on the available platforms.		
2	The Backup Software must support disk based backups.		
3	The Backup software must provide File Level & Block level backup of the data.		
4	The Backup software must provide Incremental Backup, Differential Backup and Full Backup of the data.		
5	The Backup software must support continuous, snapshot and scheduled backups of the Client systems. The required license must be provided as a part of the solution.		
6	The Backup software must support SAN based backup (LAN free to disk) backups.		
7	The Backup Software must support snapshot backup of applications like MS Exchange, Lotus Domino, Oracle and DB2 etc..		
8	The Backup Software should support role based access for manageability (i.e Administrator level, user level)		

9	The Backup software must provide the granularity for file level and Full data set level restoration of data. Additionally for email and database systems, it must support the respective, email level and database table level recovery.		
10	The Backup software must have Bare Machine Restore capability. The required licenses need to be proposed as a part of the solution.		
11	The Backup Software must support Bare Machine Restoration of SAN boot servers. i.e Servers booting directly from SAN		
12	The Backup software should also capable to provide tape integration for long term retention of the backed up data.		
13	Backup software should support open file backup		
14	Should support email alerting		
15	Backup software should be capable to replicate the backed up data to DR site		
16	The solution should give the provision of compression (as per industry standard) while taking backup		
17	Instant recovery at any point of time.		
18	Real time data protection solution		
19	Offering full protection against partial/ full data		
20	Compatible for Microsoft SQL database(Enterprise Edition)		
21	Parallel application of server, while backup/ recovery is going on		
22	Meets SLA requirement		
23	Application should be compatible to Windows and Linux operating sustem providing full protection against virus.		
24	Web based control		

6.11 UPS

Technical Specifications for UPS			
Features	Details	Compliance – Yes/No/ Partially complied	Cross reference with product data sheets/ brochures (duly marked and numbered)
Type	Line interactive.		
Technology	UPS with AVR and PWM.		
Make (any one)	APC/ Emerson/ Uniline/ Luminous/ Microtek/ Sukam		
Output			
AVR output voltage in AC mode:	230 Volts +/- 9%, 50 +/- 3 Hz.		
UPS output voltage in battery mode:	230 Volts +/-10%, 50 +/-0.5 Hz. At Load power factor of not less than 0.6 lag.		
Overload Warning/Trip	Yes		
Overload capacity	1 Minute for 110%.		
	30 Seconds for 120%.		
Waveform Type	Modified Sine Wave.		
Output Connections	3 Numbers Indian Sockets. (Battery Backup and surge protection)		
Input			
Input voltage:	160 to 280V, 50 +/- 3 Hz Single Phase AC.		
Batteries & Runtime			
Battery Type	Sealed Maintenance free-SMF		
No. of battery	One (Internal)		
Voltage, Ampere	1x12V, 7AH.		
Protection	Battery discharge protection.		
Transfer Time	4-8 msec		
Typical recharge time	6 hours to 90% capacity after complete discharge.		
Battery Backup Time	Minimum 10 minutes on one Desktop PC Load.		
Battery Make	Exide/ Quanta/ Okaya/ Amara Raja		
Communications & Management			
Control panel	LED status display		
	On Mains.		
	On Battery.		
	On Low Battery.		
	On Overload.		
Audible Alarm	Load On Battery.		
	Battery Low.		
	Overload.		

Protection and Filtering			
Mains input	Mains input fuse/Breaker for overload and short circuit		
Short Circuit	Fuse/Breaker in Mains mode		
	Electronic cut off in Battery Mode		
Surge	Protection against surge		
Environmental			
Operating Environment	0 – 40° C		
Operating Relative Humidity	0 – 95% non-condensing		
Audible noise at 1m from Surface of unit.	< 45 dBA		
Warranty	One Year onsite comprehensive warranty		
Certifications	Quality certification as per ISO 9001/ISO 14001		
Safety Standard	Safety Standard certification as per IEC 60950-1-2001, 1st Edition, CE Certificate		

- END OF SECTION -05 -

SECTION-6

**BILL OF QUANTITY,
COMMERCIAL BID AND
SPONSORSHIP BID SCHEDULE**

Tender No.: TCIL/S&TC/CWG/T-05

December 08, 2009

Section - 6

Bill of Quantity, Commercial Bid and Sponsorship Bid Schedule

6.0 Bill of Quantity (BoQ)

Sl. No.	Item Description	Clause No. as per Technical Specifications	Qty (Nos.)
Group A (Single Vendor)			
1	Server-1 (L-1)	6.1.1, Section	55
2	Server-2 (L-2)	6.1.2, Section	20
3	Server-3 (L-3)	6.1.3, Section	10
4	NAS (4 X 1Gbps) 24 TB	6.4, Section-5	1
5	Tape Drive	6.5.1, Section-5	2
6	Compatible Tape Drive Media for LTO	6.5.2, Section-5	50
7	16-Port KVM Switch	6.6, Section-5	2
8	17-inch LCD Integrated KVM Console	6.7, Section-5	2
Group B (Multiple Vendor)			
9	Desktop	6.2, Section-5	3000
10	Laptop	6.3, Section-5	275
11	UPS (600 VA)	6.11, Section-5	3000
12	42U Rack Enclosure with Accessories	6.8, Section-5	10
13	Backup Software	6.10, Section-5	As per Requirement
14	SAN Switch	6.9, Section-5	16

6.1 Commercial Bid Schedule

6.1.1 Cost of Leasing (including comprehensive on-site maintenance warranty services)

Table – 1

Sl. No.	Item Description	Qty	Make	Model	Unit Price (with Taxes) for up to 7 months lease period	Total Price (with Taxes) for up to 7 months lease period
		(A)			(B)	(C) = (B) x (A)
Group A (Single Vendor)						
1	Server-1 (L-1)	55				
2	Server-2 (L-2)	20				
3	Server-3 (L-3)	10				
4	NAS (4 X 1 Gbps) 24 TB	1				
5	Tape Drive	2				
6	Compatible Tape Drive Media for LTO	50				
7	16-Port KVM Switch	2				
8	17-inch LCD Integrated KVM Console	2				
Group B (Multiple OEMs/Vendors acceptable)						
9	Desktop	3000				
10	Laptop	275				

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11	UPS (600 VA)	3000				
12	42U Rack Enclosure with Accessories	10				
13	Backup Software	As per Requirement				
14	SAN Switch	16				
	Total Price					
	Cost of Leasing (COL)					

6.1.2 Cost of Retention (COR)/Residual Value:
Table – 2

Sl. No.	Item Description	Qty	Unit Price (with Taxes) for retention after 7 months lease period	AMC Rates %age of unit price
1	Server-1 (L-1)	55		
2	Server-2 (L-2)	20		
3	Server-3 (L-3)	10		
4	NAS (4 X 1 Gbps) 24 TB	1		
5	Tape Drive	2		
6	Compatible Tape Drive Media for LTO	50		
7	16-Port KVM Switch	2		
8	17-inch LCD Integrated KVM Console	2		
9	Desktop	3000		
10	Laptop	275		
11	UPS (600 VA)	3000		
12	42U Rack Enclosure with Accessories	10		
13	Backup Software	As per Requirement		
14	SAN Switch	16		

6.1.3 Commercial Bid Price (CBP)

Table – 3

Sl. No.	Details	Price (Rs.)
1	Cost Of Leasing value as per Table-1	
Commercial Bid Price (Rs.)		

Note: All prices are in Indian Rupees. All above prices shall include all applicable taxes. Break up of taxes shall be provided separately.

6.2 Sponsorship Bid Schedule

6.2.1 Value in Cash (INR)

Table – 4

S.No.	Details	Price in Figures (Rs.)	Price in Words
1	Value in Cash (INR)		

6.2.2 Value in Kind (VIK)

Table-5

S.No.	Item Details	Quantity	Unit Price without taxes (Rs.)#	Unit Price with taxes (Rs.)#	Unit Price with taxes in Words#	Total Price (Rs.)
		(a)		(b)	(c)	(a x b)
1						
2						
3						
Value in Kind (VIK)						

6.2.3 Sponsorship Value (INR)

Table-6

S.No.	Details	Price (Rs.)
1	Value in Cash as per Table-4 =>(C)	
2	Value in Kind (VIK) as per Table-5 => (VIK)	
Sponsorship Value (SV) = [(C+(VIK))]		

Note: All prices are in Indian Rupees. All above prices shall include all applicable taxes. Break up of taxes shall be provided separately.

6.3 Net Outflow Value

Table-7

S.No.	Details	Price (Rs.) (In figures)
1	Commercial Bid Price as per Table-3	
2	Sponsorship Value as per Table-6	
Net Outflow Value [(CBP) – (SV)] In words:		

- END OF SECTION-6 -

Section – 7

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Formats

Format 7.1

FORMAT OF BID BOND (EMD)

Whereas (Hereinafter called “the Bidder”) has submitted its bid dated For the supply of Vide Tender No. dated

KNOW ALL MEN by these presents that WE OF Having our registered office at (Hereinafter called “the Bank”) are bound unto Telecommunications Consultants India Limited(hereinafter called “the Purchaser”) in the sum of INR/US\$ for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) **Fails or refuses to execute the Contract, if required; or**
 - (b) **Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority
Name
Signed in Capacity of

Name & Signature of witness
Address of witness

Full address of Branch
Tel No. of Branch
Fax No. of Branch

Format 7.2

Deviation Statement

Sl. No.	Section- Clause No.	Page No.	Deviation	Comments

Format 7.3

Queries

Name of the Bidder: _____

Address of the Bidder: _____

Sr. No	Section No.	Clause No.	Page No.	Query

Signature:

Name of the authorized signatory:

Company seal:

Form No.-7.4

(To be submitted on the letterhead of the Bidder/Lead Bidder)

Covering Letter of the BID from the Bidder

From (name and business address of the bidder)

M/s. _____

To

Telecommunications Consultants India Ltd.
S & TC Division,
4th Floor, TCIL Bhawan
Greater Kailash -I,
New Delhi - 110 048

Subject: Tender for Appointment of Computer Hardware Provider for the Commonwealth Games Delhi 2010

In response to your Notice Inviting Tender vide TCIL/S&TC/CWG/T-05 December 8, 2009, M/s. _____/Consortium of M/s _____ and M/s _____ hereby propose to Telecommunications Consultants India Ltd. (TCIL) to provide the necessary equipments/materials, and the required services and to perform all operations, duties and obligations as per the said tender for the price as quoted in the Commercial Bid.

The undersigned being the authorized signatory of M/s _____/consortium of M/s _____ and M/s _____ certifies that he has carefully read and examined and understood the complete tender document with all its amendments/corrigenda/clarifications issued by TCIL from time to time and is fully familiar with all the provisions of the tender documents and is satisfied: that they are accurate, that he has carefully checked all the words and figures and all the statements made in this bid; that he has satisfied himself with respect to the actual site conditions and the nature and location of the work, the general and local conditions to be encountered in the performance of the work, and other matters which in any way may affect the cost thereof. The undersigned hereby agrees that TCIL will not be responsible for any errors or omissions in this bid.

The undersigned agrees that this bid constitutes a firm offer on TCIL which cannot be withdrawn for 90 calendar days from and after the due date of submission or until a contract for the work is fully executed, whichever is later.

The undersigned specifically states that he has been informed that TCIL is implementing the Project in question for and on behalf of OC-CWG.

Place:

Date:

Signature
Name of Authorised Signatory
Designation
Office/Company Seal

– END OF SECTION-7 –