

CENTRAL ELECTRONICS LIMITED
MATERIALS MANAGEMENT DIVISION

13-12-2017

CORRIGENDUM-II

Ref: Tender notice no C-2(b)/RC/0500/0094/2017 Dt. 06.12.2017

Sub: Supply, Installation, Testing & Commissioning of IP based Video Surveillance System (VSS) at 431 C-Category Suburban Railway Stations of Indian Railway

The amended tender document is being uploaded as corrigendum-II. This document supersedes the earlier tender document.

All other terms and conditions will remain unchanged.

For CENTRAL ELECTRONICS LIMITED
sd/-
ASSISTANT GENERAL MANAGER
MATERIALS MANAGEMENT DIVISION

Tender Number: C-2(b)/RC/0500/0094/2017

FORMAT NO. : CEL/FR/MMD/03(01)

CENTRAL ELECTRONICS LIMITED
(A Public Sector Enterprise)



Tender document

For the

**Supply, Installation, Testing & Commissioning of IP based Video Surveillance System
(VSS) at 431 C-Category Suburban Railway Stations of Indian Railway**

Tender Number: C-2(b)/RC/0500/0094/2017 Dt. 06.12.2017

Assistant General Manager (Materials)
Materials Management Division
Central Electronics Limited,
4, Industrial Area, Saur Urja Marg, Sahibabad–201010(UP) INDIA
Tel.No. +91-120-2895145, Fax No.0091-120-2895148
Email: mmd@celsolar.com
Website: www.celindia.co.in

Tender Number: C-2(b)/RC/0500/0094/2017

TENDER DOCUMENT for Tender Number: C-2(b)/RC/0500/0094/2017

Important Instructions: -

1. The following documents/Annexure are part of tender document:

- | | |
|---|--------------|
| a. Document Control sheet | Annexure '1' |
| b. General terms & conditions : | Annexure 'A' |
| c. Special Terms & Condition: | Annexure 'B' |
| d. Bank Guarantee | Annexure 'E' |
| e. Agreement for pre-bid tie-up | Annexure 'D' |
| f. Schedule of Rates: | Annexure 'C' |
| g. Format for submission of Vendor Data | Annexure 'F' |

2. Quotations shall be liable to be rejected if there is/are any deviation(s) from the specifications.
3. Any deviations whether technical or commercial stated anywhere in the bid shall not be taken into account and may render the bid non-responsible and liable to be rejected.
4. Vendor Data should be submitted in the Format for submission of Vendor Data
5. Bid should be submitted in **Single Bid System.**

Tender Number: C-2(b)/RC/0500/0094/2017

FORMAT NO. : CEL/FR/MMD/03(01)



CENTRAL ELECTRONICS LIMITED

(A Public Sector Enterprise)

4, Industrial Area, Saur Urja Marg, Sahibabad–201010 (UP) INDIA

Tel.No.0091-120-2895145 Fax No.0091-120-2895148 Email
: mmd@celsolar.com, Website: www.celindia.co.in

TENDER NOTICE

Tender Number: C-2(b)/RC/0500/0094/2017 , Dt. 06.12.2017

Central Electronics Limited invites sealed bid (Technical and Financial) under one bid offline System from eligible bidders which are valid for a minimum period of 90 days from the date of opening(i.e.) for request for proposal for Supply, Installation, Testing & Commissioning of IP based Video Surveillance System (VSS) at 431 C-Category Suburban Railway Stations of Indian Railway.

Tender Type: One bid system: Both technical and price bids must be submitted in the single envelop.

Scope of work	Supply, Installation, Testing & Commissioning of IP based Video Surveillance System (VSS) at 431 C-Category Suburban Railway Stations of Indian Railway
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Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from our website <http://www.celindia.co.in>

Please see Document Control Sheet at Annexure -1.

For Central Electronics Limited

Sd-

**Assistant General Manager (Materials)
Materials Management Division**

Document Control Sheet

Tender Reference No.	C-2(b)/RC/0500/0094/2017
Name of Organization	Central Electronics Limited
Tender Type (Open/Limited/EOI/Auction/Single)	Limited- Empanelled & approved Vendor
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/Sell)	Work
Payment Mode (Online/Offline)	Offline
Date of Issue/Publishing	07.12.2017 (16:00 Hours)
Document Download/Sale Start Date	07.12.2017 (16:00 Hours)
Document Download/Sale End Date	14.12.2017 (15:00 Hours)
Bid submission Start Date	07.12.2017 (09:00 Hours)
Last Date and Time for Submission of Bids	14.12.2017 (15:00 Hours)
Date and Time of Opening of Bids	14.12.2017 (15:30 Hours)

General terms & conditions**Annexure-A**

1.	Only CEL / SSG Empanelled and Approved Vendors are eligible to quote in the Tender.
2.	Basis of price: The offer should clearly indicate units and rates. Prices should be submitted on FOR SITE
3.	Taxes and duties: The taxes and duties are to be clearly mentioned, if any.
4.	Delivery schedule. As per Annexure – B
5.	Payment terms: As per Annexure – B
6.	Performance bank guarantee: As per Annexure – B
7.	Price reduction for delayed delivery: As per Annexure – B
8.	Inspection: As per Annexure – B
9.	Price variation Clause: Not applicable in this tender
10.	Validity of offer: As per Annexure – B
11.	Any corrections/alterations in the tender/quotation/bid are to be duly signed by the bidder. CEL does not take any responsibility for delay in receipt or non-receipt or loss of tender(s) in transit
12.	Earnest money amount: As per Annexure – B
13.	CEL reserves the right to reject any or all tenders/quotations/bids received or accept any or all tenders/quotation/bids wholly or in part. Further, CEL reserves the right to order a lesser quantity without assigning any reason(s) thereof. CEL also reserves the right to cancel any order placed on basis of this tender in case of strike, accident or any other unforeseen contingencies causing stoppage of production at CEL or to modify the order without liability for any compensation and or claim of any description.
14.	Submission of Tender: Tender/Quotation/Bid in sealed cover super-scribing the tender notice no., name of the item and due date should be delivered at the Office of the Asstt. General Manager, Materials Management Division, Central Electronics Limited, 4, Industrial Area, Saur Urja Marg, Sahibabad – 201010 (U.P), INDIA. Last date of receiving of tenders/quotations is 14/12/17 up to 15:00 Hrs IST.
15.	Opening of Tenders: Technical Bids/Quotations/tenders will be opened on 14/12/2017 at 15:30 Hrs (IST).
16.	Technical Clarifications: Bidders desiring any technical clarification may contact Assistant General Manager, MMD, Central Electronics Limited, 4, Industrial Area, Sahibabad – 201010 Phone no. 0120-2895145 Fax: 0120-2895148 email: mmd@celsolar.com between 1000 hrs to 1600 hrs on any working day upto 12/12/2017 . However, the tender submission and opening dates would remain firm
17.	In case an order placed by the CEL based on the quotation/bid/tender submitted by the bidder/supplier is not executed by the supplier/bidder, CEL may buy the ordered goods from elsewhere and recover the additional amount that CEL may have to spend in procuring the stores plus 10% to cover the overhead & incidental expenses. Security Deposit of the bidder will be forfeited to recover these expenses.
18.	Force Majeure: In no event shall either Party have any liability for failure to comply with this Agreement, if such failure results directly from the occurrence of any contingency beyond the reasonable control of the Party, including, without limitation, strike or other labor disturbance, riot, major power failure, war, natural calamities including but not limited to floods, earthquakes, fire, volcanic eruptions, epidemics, National Emergency, interference by any government or governmental agency, embargo, seizure, or enactment or abolition of any law, statute, ordinance, rule, or regulation (each a " Force Majeure Event"). In the event that either Party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the Party who has been so affected shall as soon as may be, after coming to know of the Force Majeure Event, inform the other Party and shall take reasonable steps to resume performance as soon as may be after the cessation of the Force Majeure Event. If the period of nonperformance due to a

	Force Majeure Event exceeds thirty (30) days, the Party whose ability to perform has been so affected may, by giving written notice, terminate this Agreement.
19.	Arbitration: Any disputes, difference controversies/ difference of opinions, breach and violation arising from or related to this agreement/contract/work order etc. between the parties shall be resolved by mutual discussion/reconciliation in good faith. If disputes, difference controversies/difference of opinions, breach and violation arising from or related to this agreement/contract/work order etc. cannot be resolved within 30 days of commencement of reconciliations/ discussions then the matter shall be referred to the Sole arbitrator, nominated by CMD, CEL for this purpose and his decision shall be final and binding on both the parties. There will be no objection to any such appointment on the grounds that the Arbitrator is an employee of CEL and no appeal on any order passed by the Arbitrator for this purpose shall be filed in any Court of Law on such ground.

Special Terms & Conditions

1. **Objective/Purpose:**

The Purpose of this inquiry is to obtain bids from empanelled vendors to enable CEL participation in the Tender details mentioned below:

Customer Tender Details

- 1.1. **Customer Name:** Central Railway, Chhatrapati Shivaji Maharaj Terminus, Mumbai
- 1.2. **Tender Name/Title:** Supply, Installation, Testing & Commissioning of IP based Video Surveillance System (VSS) at 431 C-Category Suburban Railway Stations of Indian Railway.
- 1.3. **Tender/Enquiry/SLT No.:** CR-SnT-VSS-01-2017-18
- 1.4. **Enquiry/Tender Dated:** 02.12.2017

The successful L1 bidder selected through this tender will sign a pre-bid tie-up agreement with CEL. CEL will submit its proposal to customer based on the techno-commercial obtained from the successful L1 bidder.

2. **Manner for obtaining the Customer Tender Set.** The tender documents are available for download at www.ireps.gov.in. The interested firm may download the documents from the website as mentioned. Details of tender is already provided above. In case some corrigendum is issued from the Customer, the same may be obtained from the website as mentioned above. The bidder will have to accept the terms and conditions of the Corrigendum also.

3. **Scope of work:** As per the customer tender/enclosed and details referred in this tender.

4. **Earnest money deposit (EMD):**

EMD amount of value Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) must be submitted through Demand Draft/RTGS/NEFT/TT/SWIFT/Bank Guarantee favoring Central Electronics Limited. The DD must be in favour of "Central Electronics Limited", payable at Delhi with validity for six (06) months. The EMD amount must be submitted by the bidders along with their bids. No interest shall be payable on the EMD. In case full order is placed on single vendor then additional EMD of Rs.25 Lacs shall be submitted by the party before the placement of PO

The details of CEL's bank account for RTGS/NEFT of EMD amount are as below:

Beneficiary Name: Central Electronics Limited

Account Number/IBAN: 87761250000014

Beneficiary Bank SWIFT Address/BIC: SYNBINBB161

Beneficiary Bank Name: Syndicate Bank

Beneficiary Bank Address: Sahibabad Branch, CEL Complex, Plot No. 1, Site 4, Sahibabad 201010, U.P., INDIA

The EMD (after deduction of bank charges, if any) of unsuccessful bidder will be refunded within one month of finalization of tender. The earnest money of successful bidder would be converted into security deposit and would be returned (after deduction of bank charges, if any) to the bidder after two months of successful completion of order. Bank Guarantee format enclosed.

Photocopy of EMD must be submitted separately.

5. **Tender Type: One Bid System**

Both technical and price bids must be submitted in the single envelop.

6. **Pre-Qualification Criteria**

- a) CEL/SSG empanelled Vendors (vendors who have signed the SI-empanelment agreement with CEL on or before the submission of the tender/bid/proposal).
- b) No deviation certificate has to be submitted by the party mentioning that “ we meet all Technical & commercial Specifications of the Tender in Toto” and there shall be no deviation. Party has to submit the aforementioned certificate along with the offer.

7. **Exclusivity**

There will be an exclusive pre-bid tie-up i.e. neither the bidding firm itself nor its sister concern company (partnership, Pvt. Ltd., Proprietorship, LLP, etc.) or blood relation director in any other company can participate with any other PSU or shall not participate in consortium/Joint venture with any other company for this tender/project. This tie-up will be on exclusive basis. In case it is found that the vendor is having its tie-up with other participant or participating directly/indirectly into the tender, CEL may take action against the vendor. In case of violation of above mentioned clause, the bidder shall be immediately de-empanelled from CEL, and other legal action will be taken as decided by the CEL. This pre-bid tie-up will be on exclusive basis, neither CEL nor the successful declared bidders will be able to break this tie-up once CEL has submitted its proposal to the customer.

8. **Document to be submitted by the bidder**

- a) Power or attorney in favour of the person Signing the documents (On Rs. 100 Stamp paper)
- b) Manufacturer Authorization Form (MAF), as per Customer Tender along with format enclosed.
- c) In case of company memorandum of association and article of association along with a board resolution authorizing the concern person to sign and submit the tender shall be annexed with this tender.
- d) In case of partnership, copy of partnership deed along with certificate of registration issued by registrar of firms will be required to be submitted along with the tender/EOI signed by one of the partner. In case the EOI/Tender is signed by the authorized signatory i.e. other than the partner of the firm an authorization given by all the partner of the firm needed to be enclosed additionally.
- e) In case of Sole proprietor, the undertaking form the proprietor would be needed (self-declaration)
- f) Compliances and datasheets for the BOQ for the major items as per customer tender.
- g) Declaration/Undertaking for the exclusive tie-up; “We hereby declare the exclusive tie-up with CEL as per CEL tender Special Terms and Conditions Exclusive Tie-up clause” (On Rs. 100 Stamp paper, Mention CEL tender Number).
- h) The Terms & conditions imposed by customer to CEL in their Purchase order/Work order will also be applicable on the bidder. The Bidder will have to submit an undertaking that it will comply and accept all the terms and conditions as imposed by Customer on CEL. Undertaking letter needed to be submitted along with the tender. Of the two terms & Conditions i.e. CEL’s terms & conditions and the Customer terms & condition whenever there is

ambiguity or conflict then the CEL's terms conditions prevail over the tender terms & condition.

- i) In case the bidder is participating in consortium then:
 - (a) Proposal can be submitted by a consortium of firms. A company cannot propose to be member of more than one consortium for submission of proposal against this EOI. The lead member of the consortium shall be the company empanelled vendor in CEL/SSG.
 - (b) For a bidding consortium, the Consortium Agreement clearly specifying the name of the lead member should be enclosed with the bid. Consortium Agreement executed jointly by member companies of Consortium on anon-judicial stamp paper of Rs. 100/- should be duly signed by the signatory duly authorized by BoD/ MD to sign the agreement. (consortium Agreement Enclosed)
 - (c) The pre-bid agreement will be signed by both the consortium parties.
 - (d) The PO shall be placed to the Lead Member and both the parties shall be liable to execute the contract and payment under the contract shall be released to the lead member on behalf of the consortium.

8.2. Tender acceptance Letter: Bidder will submit unconditional acceptance of all terms & conditions of the tender document on company's letter head duly signed & stamped by the authorized signatory.

8.3. EMD as per tender clause.

8.4. Signed and Stamped Tender Copy : (As remark of acceptance of all tender conditions)

- a) CEL Tender Document
- b) Customer Tender Document

9. **Validity of bid:**

As per the customer tender/enclosed and details referred in this tender.

10. **Part Order:**

As per the customer tender/enclosed and details referred in this tender.

11. **Conditional Offer:**

As per the customer tender/enclosed and details referred in this tender.

12. **Technical Specification and Scope of Work:**

As per the customer tender/enclosed and details referred in this tender.

13. **Taxes & Duties :**

As per the customer tender/enclosed and details referred in this tender.

14. **Registration office:** The prospective bidder either must have registered office in state of work or should complete the registration process before PO placement.

15. **Payment terms and Delivery Schedule:**

As per the customer tender/enclosed and details referred in this tender. Payment shall be released to the vendor after statutory deductions within 15 days after CEL has received its payment. Payment Terms will be back to back basis as per the customer tender.

16. **Performance Bank Guarantee & Security Deposit**

As per the customer tender/enclosed and details referred in this tender.

17. **Acceptance:**

As per the customer tender/enclosed and details referred in this tender.

18. **Guarantee/ Warranty**

As per the customer tender/enclosed and details referred in this tender.

19. **Secrecy Clause:**

As per the customer tender/enclosed and details referred in this tender.

20. **Patent Right:**

As per the customer tender/enclosed and details referred in this tender.

21. **Liquidated Damages (LD):**

In the event of delay in affecting the delivery within agreed period, During execution of the project “LD will be retained on pro-rata basis from running bill @ 1% of the total order value per week or part thereof subject to maximum of 10%.” However if the LD deducted by the customer is more, that will be recovered from the vendor. LD will be withheld till the completion of the Project. Release of withheld LD shall be decided after completion of the project

22. **Risk Purchase:**

As per the customer tender/enclosed and details referred in this tender.

23. **Performance Bank Guarantee (PBG)**

As per the customer tender/enclosed and details referred in this tender.

24. **Contract Performance Bank Guarantee**

As per the customer tender/enclosed and details referred in this tender.

25. **Guaranty/ warranty:**

As per the customer tender/enclosed and details referred in this tender.

26. **Test/Guaranty certificate:**

As per the customer tender/enclosed and details referred in this tender.

27. **Packing:**

As per the customer tender/enclosed and details referred in this tender.

28. **Inspection & Inspection authority:**

As per the customer tender/enclosed and details referred in this tender.

29. **Post Warranty CAMC**

As per the customer tender/enclosed and details referred in this tender. The bidder on the rates quoted in the price bid and the bidder has to fulfill all obligations related to the services and support during the CAMC period. All rights reserved by the CEL.

30. **Maintenance:**

As per the customer tender/enclosed and details referred in this tender.

31. **Service / Work Requirements:**

As per the customer tender/enclosed and details referred in this tender.

32. **Splitting Criteria:** The bidder will have to bid for the entire project and L-1 bidder will be determined on the basis of the price bid for the entire project. CEL reserve the right to award work to more than one vendor .The L-1 bidder will be awarded contract for 70% of the CEL project value and balance 30% will be awarded to L-2 bidder provided L-2 bidder matches the L-1 bid price. The distribution of sites/stations between L1 & L2 bidder will be decided later after receiving awarded sites/stations list from the end customer. Also, the L-2 will have to match the make & model proposed by the L-1 bidder. In case L-2 bidder opts out, then L-3 bidder will be given a chance, as per customer tender/document and so on. No bidder shall be awarded work of more than 3 times their annual turnover as on 31/03/17 (i.e. annual turnover for FY 2016-17).

33. **Other Important Guidelines :**

33.1. CEL will not share the received price bid with any party, while opening the tender.

Only the successful bidder will be informed of being the L1.

33.2. All the techno-commercial terms will be on back to back basis

33.3. Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

33.4. The Site Survey & the final site measurement for payment will also be the responsibility of the party and are thereof shall be borne by the party.

- 33.5. Proper documentation of the project bringing out the details of installation done along with relevant technical information should be provided after the installation and commissioning of the system.
- 33.6. If required extra terms & conditions could be added to the existing terms & condition, it has to be complied by the firms (bidder/L1 party).
- 33.7. Watch & ward of the material/installation will be responsible of the contractor till the handing over of the works to the company after expiry of the maintenance period.
- 33.8. Any terms & conditions of general terms contradictory with special terms & conditions, the general terms & conditions will be superseded by the special terms & conditions.
- 33.9. If there is any due against the contractor under any other contract with CEL, CEL stands authorized to appropriate the amounts payable under this contract against the same.
- 33.10. CEL Shall be authorized to have a lien over the equipment, machinery, raw materials brought by the contractor at the site for execution of the contract, if some amount is payable under the contract by the contractor and is not so paid.
- 33.11. CEL reserves the right to waive minor deviations and add minor modifications if they do not materially affect the capability of the bidder to perform the contract.
- 33.12. All the financial terms like, Payment, taxation, LD & other will be on back to back basis i.e. as above cited tender & Terms & condition received by CEL in its PO/Work Order form the end customer.
- 33.13. It will be the responsibility of the contractor to train and educate the ultimate user for handling and operating the equipment's free of cost.
- 33.14. Other Direct Expenses will be deducted from the payment of the vendor. Expenses like cost incurred by CEL towards EMD/PBG/BG/SD processing and travel related towards business development, order processing and project execution incurred by CEL shall be recovered from bidder/vendor/SI from his payments.
- 33.15. CEL shall not share the received price bid with any other party, while opening, as the price received will be used by CEL to participate in the customer tender.
- 33.16. Vendor will sign Service Level Agreement (SLA) with CEL. The draft copy of SLA will be as per the customer tender (in case provided by the customer) or will be provided by the CEL. Draft copy of SLA is enclosed herewith.
- 33.17. It will be the sole responsibility of the bidder to provide the following document for CEL participation in the tender:
 - a) All Technical Documents & Solution (MAF, Compliances, Data sheets etc.) as required in the tender.
 - b) Other standard documents as per Customer tender (as and when required)
 - c) In case of product demonstration, it will be the bidder responsibility to arrange the same.
 - d) Detailed financial bid as per BOQ (Priced)
 - e) Other needful tender document as per customer tender.
 - f) It will be the successful bidder responsibility to arrange all the techno-commercial document for CEL, so that CEL may participate in the customer tender/enclosed and details referred in this tender.
- 33.18. The successful bidder will have to sign the pre-bid tie-up Agreement (Agreement Enclosed)
- 33.19. In case Acceptance Test Procedure (ATP) is mention in the customer tender or is conducted by the customer at any stage, it will be on back to back basis and the ATP test will be conducted as per the customer tender/document or CEL will provide its own ATP procedure.

- 33.20. In case any term and condition is not mentioned in this tender or customer tender, then the term & condition of the SI empanelment will be valid.
- 33.21. **The bidder quoting the lowest total project cost shall be declared L1, the bidder quoting the next higher project cost shall be declared L2 and so on.**
- 33.22. **The CEL net revenue share percentage is fixed at 8%**
- 33.23. Additional work may be required to carry out according to the actual site conditions. Any item/Work , which is not specifically mentioned and not paid by railways but necessary for making the system functional, shall be deemed to be included in the scope of the work of the vendor and shall be supplied and installed without any extra cost to CEL.

Note-

- 01:** The Financial Bid format is enclosed as Annexure-'I'.
- 02:** The Project cost offered by Vendor to CEL will be inclusive of the CEL revenue share, GST and other applicable taxes/duties.
- 03.** CEL will quote the same price in the end customer's financial bid as per the finally negotiated price agreed by the L1 bidder.
- 04.** CEL shall place order on successful bidder after reducing the CEL revenue share percentage i.e. % of the total value ordered given to CEL by the customer for delivery of project/work as per tender condition. PO/Work order will be issued to the successful bidder for the amount which will be calculated after reducing CEL Revenue share from the PO/Work order issued to CEL by the prospective buy/end user customer.
- 05.** Additional work may be required to carry out according to the actual site conditions

Financial Bid Format

Project Cost Offered to CEL Rs (Rs. in words) This project cost includes the CEL net revenue share, GST and other applicable taxes/duties.

Example of Working for CEL net revenue share

Vendor quote	100
Less: CEL Net Revenue Share	8

Vendor PO Value	92
(including GST	=====
And other applicable taxes)	

Note:

1. All the financial terms & conditions will be on back to back basis.
2. Currency of Purchase Order: CEL will place purchase order on bidder in INR only.
3. Price quoted should be FOR-Site
4. Taxes: As per the customer tender/enclosed and details referred in this tender.
5. CEL will place PO on successful bidder only if the CEL receives its PO/work order from its Customer as mentioned in this tender.
6. CEL Net revenue share of 8% as mentioned in clause 33.22 shall remain fixed on the final price at which contract is awarded by end customer to CEL.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Subject: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have obtained the tender document(s) from CEL/ CEL Empanelled OEMS (Name _____ for the above mentioned 'Tender/Work' from the website(s)/Emailnamely: _____ **as per your enquiry/Tender No** _____
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. ____ to ____ (including all documents like annexure(s), schedule(s), and reference tender etc.) which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality / entirety.
5. I / We hereby unconditionally accept all the tender conditions of CEL & _____ (Customer Name) tender document /corrigendum(s) in its totality / entirety.
6. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

BANK GUARANTEE

To
Central Electronics Limited,
A Public Sector Enterprise,
4, Industrial Area,
Sahibabad – 201 010 (U.P.)

- 1) By a Enquiry No..... dt..... (the "Contract") placed by Central Electronics Limited, 4, Industrial Area, Sahibabad-201 010 (the "buyer") to buy (as per description given in the P.O./contract) and unreservedly accepted by Regd. Office at& Works at (the "Seller"), the seller has agreed to sell, supply and deliver the product of such specifications, qualitatively and quantitatively and for such consideration and subject to such covenants, condition and stipulation as provided in the contract/purchase order including but not limited to a stipulation that the Seller shall furnish to the Buyer an irrevocable and unconditional Bank Guarantee for the value of (Currency) (Amount)in favour and to the satisfaction of the Buyer to ensure the due performance of all its obligations and liabilities by the Seller under and in terms of such contract.
- 2) Accordingly, in consideration of the premises, and other good and valuable consideration (the "Bank") having its head office at undertakes assures and agrees with the Buyer as follows:-
 - a) The Bank, as primary obligor and not merely as surety, hereby irrevocably, unconditionally and absolutely guarantees, as a continuing guarantees, to the Buyer (its successors and assigns) full complete and prompt performance of the obligations and liabilities by the Seller, including but not limited to the financial liabilities of the Seller to the Buyer for any payment, repayment, refund or otherwise of any money, or any other dues claim or demand of the Buyer against the Seller (Collectively called the "Guaranteed Obligation").
 - b) The bank hereby further irrevocably and unconditionally guarantees and undertakes to the Buyer that if the Seller, in any manner, defaults in the performance or in making any payment, repayment or refund of any Guaranteed Obligations, then the Bank shall without demur upon the first demand by the Buyer, pay to the Buyer forthwith in full the amount due to or claimed or demanded by the Buyer from the Bank without any deduction and withholding and free from any claim by the Bank or any other person. The obligations of the bank hereunder shall be absolute in all respects and the demand so made by the Buyer shall be conclusive and binding on the Bank, regardless of any dispute, difference of proceeding pending or threatened between the Buyer and Seller or any other person in Court of Law, arbitration or otherwise.
 - c) It is a strict condition of this Guarantee that the Bank shall not be discharged or released from the Guaranteed Obligations undertaken by it, nor shall the Bank's liabilities and obligation hereunder diminish, by virtue of any new arrangements between the Buyer and the Seller or any variations in the contract mutually made, or any indulgence or forbearance by the Buyer to the Seller at any time as regards any of the Guaranteed Obligations with or without knowledge or consent of the Bank, provided that in no case the financial liabilities of the Bank shall be increased without its prior concurrence.
 - d) This Guarantee shall not be released by the Seller furnishing to the Buyer any other security under and in terms of the contact nor shall the Buyer be obliged to purse such security as a condition precedent to exercising any of its rights hereunder.
 - e) This Guarantee shall come into force from the date of issuance i.e. ___/___/2014 . The Guarantee shall remain valid and effective up to ---/---/--- until the Seller duly and fully performs and completes all its financial and other obligations under and in terms of the contact, or the Guaranteed Obligations are discharged by the Bank hereunder, whichever is earlier.
 - f) This Guarantee shall not be discharged or be rendered ineffective by change in the constitution of the Bank or Buyer or the Seller and shall nevertheless continue to be binding on its respective successor-in-interest or assign. Nor shall this Guarantee be discharged by the Buyer recovering its dues, claims or

demands partially from the Bank in respect of any of the Guaranteed Obligations hereunder. This Guarantee is and shall always be deemed to be a continuing Guarantee.

- g) This Guarantee shall be governed by and construed and interpreted in accordance with the laws and courts in **New Delhi** shall have exclusive jurisdiction in this regard.

- 3) Notwithstanding anything herein contained the maximum financial liability of the Bank shall not in any circumstances exceed Rs.....

Notwithstanding anything contained herein above:

Our Liability under this Guarantee shall not exceed Rs..... (Rupees only).

This Bank Guarantee shall be valid up to and including --/--.

We shall be liable to pay any amount under this bank guarantee or part thereof only if we receive a written claim or demand under this guarantee on or before --/--.

Place:

Date:

Signature of the Bank with seal

Full address of Bank:

.....
.....
.....

Witness:

1) Name: _____ Signature _____

2) Name: _____ Signature _____

AGREEMENT FOR PRE-BID TIE-UP

This agreement is made at.....on the..... Day of2017 between Central Electronics Limited, having its registered office atwhich is a public sector Enterprise, hereinafter referred to as party of the First Part(CEL),which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors.

AND

M/s.....having its registered Office athereinafter referred to as party of the Second Part (Firm Short Name.. XYZ-SI), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors.

WHEREAS CEL is engaged in the design & development, engineering, production, marketing & maintenance of wide range of Electronics products like Solar Panels, Railway Electronics Products, Security and Surveillance System & Strategic Electronics Products for its client.

AND WHEREASCEL has advertised Expression of Interest (EOI) on its website calling offer for the empanelment of system integrator (SI) for the security & surveillance works/projects. (EOI No. C-2(b)/EOI/0500/146/2016 Dated: 16/09/2016)

AND WHEREASXYZ-SI, has been empanelled in CEL through the above said EOI, and an agreement is signed between CEL & XYZ-SI on dated

AND WHEREAS XYZ-SI has been declared successful for the pre-bid tie-up for tender _____.

AND WHEREAS as per the said agreement dated _____ parties have agreed to enter into this agreement

NOW, THEREFOR THE PARTIES HERETO AGREE AS FOLLOWS:

1. As a result of this tie-up the proposal shall be submitted by SI to CEL and CEL shall be at liberty to bid directly for the following tender. XYZ-SI shall put maximum efforts to secure the orders in favour of CEL.
 - a. **Tender Name**.....
 - b. **Tender Number**.....

2. The following documents shall form and be read and construed as part of this agreement Viz.
 - All the correspondence till award of contact i.e. corrigendum, addendum, LOI etc.
 - Technical and Financial bids submitted by bidder.
 - **Tender document copy enclosed.**
 - **SI Empanelment Agreement dated _____**
 - LOI & Purchase Order will be issued after the award of the work/supply to CEL.
 - LOI will be issued within 07 days of receipt of order by CEL.

Tender Number: C-2(b)/RC/0500/0094/2017

- a. Expression of Interest (EOI) floated by CEL for "Expression of Interest (Eoi) For Empanelment of System Integrator for the Security & Surveillance Works/Projects" Ref: EOI No. C-2(b)/EOI/0500/146/2016, Dated: 16/09/2016.
- b. Tender _____ for which pre-bid agreement is signed.

3. XYZ-SI has agreed to give CEL 8 % net revenue share.

4. This tie-up is exclusive and neither CEL nor XYZ-SI or its business affiliates/ assigns/ associate companies shall enter into any agreement with any other agencies or organizations for the said supplies/work for this tender for which the pre-bid tie-up agreement is signed. In case it was found later by CEL that XYZ-SI or its business affiliates/ associate companies have entered into a tie-up with competitor of CEL for the same tender/project/works/supply then CEL may terminate this agreement or withdraw from the tie-up. In such a case, CEL shall have right to recover liquidated damage @15% of the total share of CEL determined at the rate mentioned in preceding clause (Clause N.03) and will ban form business dealings with CEL.

5. **CONFIDENTIALITY:**

Both parties along with their employees/ affiliates/ associates working on the specified projects hereto agrees to maintain strict confidentiality of all information of technical or business nature provided to it by the other Party pursuant to this Agreement and other subsequent agreements between the parties. Parties shall not sell, give or disclose and shall take all necessary actions to prevent the disclosure to any third party or person of any such information during the currency of this agreement and two year thereafter. Each Party shall use such confidential information received from the other party only for the purpose of performing its obligations arising under this or any subsequent agreement between the parties.

XYZ-SI shall not disclose about this tie-up and the profit revenue share under the tie-up.

SI shall indemnify CEL against all third party claims of infringement of patent, royalties, trademark or industrial design, rights arising from use of the goods or any part thereof.

6. **VALIDITY:**

This agreement shall be valid till the completion of the projects/ work awarded under the tender. During the tenure of this agreement and during any extended period parties hereto shall utilize the services of each other on an exclusive basis as per terms and conditions of this agreement.

7. **TERMINATION**

- a) This agreement shall stand terminated in case CEL does not get the PO from the end customer.
- b) CEL may terminate the agreement in the events mentioned in clause.4 above.
- c) However, the termination of the agreement in either of the above cases will not absolve XYZ-SI of its liabilities which may have arisen prior to the termination. CEL shall have the right to get the same executed through a third party at the risk and cost of XYZ-SI. This shall be at the sole discretion of CEL.

8. The distribution of Scope of Work shall be as per Annexure-1 of XYZ-SI agreement dated _____. Transfer/ sub-letting/assigning of this contract is restricted as per the terms of agreement dated _____.

9. **Liquidated damage:** In the event of delay in affecting the delivery within agreed period, During execution of the project "LD will be retained on pro-rata basis from running bill @ 1% of the total order value per week or part thereof subject to maximum of 10%." However if the LD deducted by the customer is more, that will be recovered from the vendor. LD will be withheld till the completion of the Project. Release of withheld LD shall be decided after completion of the project

10. SI shall be required to register on the GST common portal and tax shall be as per the prevailing rates declared by the government from time to time. SI shall be liable to comply with all statutory applicable laws. All duties/tax/demand which is imposed on CEL shall be deducted from payment or adjusted from security deposit of XYZ-SI.

11. Terms and conditions of PO received pursuant to tender shall be binding on the XYZ-SI on back to back basis. Payment shall be made on back to back basis i.e. when CEL has received payment form ultimate

12. customer, other payment terms as stated in the agreement dated ____ shall be binding on SI.

13. Courts at Delhi shall have exclusive jurisdiction.

IN WITNESSES WHEREOF the respective parties have put their hands on the day and the year first here

Party of the First Part
For CENTRAL ELECTRONICS LIMITED

^{ses} **Party of the Second Part**
For XYZ-SI

Firm seal stamp

Firm seal stamp

1. Manager (SSG):
 - a. Signature.....
 - b. Name.....
 - c. Designation
2. Material Management Division (MMD):
 - a. Signature.....
 - b. Name.....
 - c. Designation
3. Finance Division (FAD):
 - a. Signature
 - b. Name
 - c. Designation

- Authorized Signatory
- a. Signature:
 - b. Name:.....
 - c. Designation:

1. WITNESS :
 - a. Signature.....
 - b. Name.....
 - c. Designation

2. WITNESS :
 - a. Signature
 - b. Name
 - c. Designation

Approved by:
General Manager (Marketing)

Annexure-F**Format of Vendor's data**

1.	Name of vendor			
2.	Registered Address			
	Postal Code		Company's Year of Establishment	
	Company's nature of business		Company's Legal Status	
	Registration No.		Phone:	
	Fax No.		Website:	
	Name of Proprietor/ CEO/Chairman			
	Phone/Mobile No.			
	Email id			
3.	Factory Address			
	Phone No.			
	Fax No.			
	Email id			
4.	Delhi/NCR Address (if any)			
	Phone No.			
	Fax No.			
	Email id			
5.	Correspondence Address			
6.	Name of Contact Person for this tender			
	Designation			
	Date of Birth			
	Phone/Mobile no.			
	Fax No.			
	Email id			
7.0	Sales Tax related information			
7.1	TIN No.			
7.2	L.S.T. No.			
7.3	C.S.T. No.			
7.4	Sales Tax Exemption No. (if any)			
7.5	GST Number			
8.0	Income Tax related information			
8.1	PAN No.			
8.2	PAN reference no. (in case PAN applied for)			

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8.3	PAN Status (in case PAN applied for)	
9.0	Excise duty related information	
9.1	ECC No.	
9.2	Range	
9.3	Collectorate	
10.	Registration No. with Directorate of Industries	
11.	SSI/MSE Reg. No. (if Small Scale Industrial Unit)	(Please enclose certificate from DIC/NSIC along with Certificate from registered CA with value of plant and machinery)
12.	Is MSE/SSI is ST/SC?	Yes / No (If Yes please enclose relevant certificate as proof)
13.0	Bank related information	
13.1	Bank name	
13.2	Branch name	
13.3	Bank address	
13.4	Bank phone no.	
13.5	Bank fax no.	
13.6	Bank MICR Code (9 digit)	
13.7	RTGS-IFC Code	
13.8	Account type	
13.9	Account no.	
13.10	Swift Code	

I certify that the information given herein is correct to the best of my knowledge and belief.
Signature of Proprietor/CEO/Chairman
Seal of the company/concern