



National Institute of Electronics and Information Technology (NIELIT),

Electronics Niketan, 6, CGO Complex, Lodhi Road,

New Delhi - 110 003, India

Request for Proposal (RFP) for
Annual Maintenance Contract for Desktop PCs,
Printers & peripherals and Network Maintenance

[Reference No. NIELIT/CCU/TECH/33/12 Dated: 19/022013]

Place for opening of the bid	Conference Room National Institute of Electronics and Information Technology (NIELIT), Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi - 110 003, India
Last Date & Time of Submission of Bid	
Date & Time of Opening of Technical Bid	

Cost of Tender Document: Rs. 1000/- Only (Rupees One Thousand Only)

Name of the Bidding Company/ Firm:	
Contact Person(Authorized Bid Signatory):	
Correspondence Address:	
Mobile No/Telephone/Fax	
Website	
Official E-mail Address	

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Chapter-1NIELITRef. No NIELIT/CCU/TECH/33/12Dated: 19/02/2013NOTICE INVITING TENDER

NIELIT invites competitive bids from the eligible bidders for Annual Maintenance Contract (AMC) for all desktop PCs, Printers & peripherals and Network Maintenance. The schedule of dates is as follows:

Nature of the project	Comprehensive Annual Maintenance Contract (AMC) for all desktop PCs, Printers & peripherals and Network Maintenance
Cost of Tender Document (non-refundable)	Rs.1,000/-
Estimated cost	Rs. 5,00,000/-
Earnest Money Deposit (EMD)	Rs. 25,000/-
Publishing Date	22/02/2013
Document download Start Date & Time	22/02/2013 9.00 AM
Bid Submission Start Date & Time	22/02/2013 9.00 AM
Document download End Date & Time	14/03/2013 4.00 PM
Bid Submission End Date & Time	14/03/2013 5.00 PM
Technical Bid Opening Date & Time	15/03/2013 10.30 AM
Date & time of opening of Financial bids	Will be intimated later to the Technically qualified bidders
Website for downloading Tender Document, Corrigendum's, Addendums Etc	http://www.nielit.in , http://eprocurement.gov.in , http://www.deity.gov.in
Bid & EMD Validity	90 Days from the date of bid submission

Queries related to bid may be sent to following e-mails latest by 12/03/2013

s.biren@nielit.in

Managing Director
NIELIT (HQ.)
New Delhi

Chapter 2

Information to Consultants regarding procedure for submission of proposal

Bid should be submitted in two envelopes -Envelope 1 (Technical envelope) and Envelope 2 (Commercial envelope), envelope 1 and 2 should be inserted in third envelope.

CONTENTS OF TECHNICAL ENVELOPE 1 (TECHNICAL BID)

- Bid Application format on the letter head Checklist of Submissions
- Letter of Undertaking regarding acceptance of terms and conditions.
- Power of Attorney for the Proposal Signatory
- Document of Constitution of the firm/company.
- Audited Balance Sheets / CA Certificate in support of turnover criteria.
- Copy of the experience statement supported by documents establishing clearly three years experience in Annual Maintenance Contract Services of PCs, PC Peripherals and Network Maintenance –
- DD of EMD of Rs 25,000/- drawn in the name of “National Institute of Electronics and Information Technology” payable at Delhi.
- Details of manpower available.

CONTENTS OF THE COMMERCIAL ENVELOPE II (COMMERCIAL BID)

Price bid as per format in annexure -6.

AUTHENTICATION OF BID

The original and all copies of the Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made

VALIDATION OF INTERLINEATIONS IN BID

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

SEALING AND MARKING OF BIDS

Enclosing of Bid

The copies of the Technical Bid shall be placed in lacquer sealed envelope

- a. Clearly marking each "**Technical Bid**". The Commercial Bid shall be placed in separate lacquer sealed envelope.
- b. Clearly marking it as "**Commercial Bid do not open with Technical Bid**". The two envelopes shall then be placed in third envelope, which shall also be appropriately lacquer sealed and marked as '**Bid for Annual Maintenance Contract (AMC) for all desktop PCs, Printers & peripherals and Network Maintenance.**'.

ADDRESS FOR SUBMISSION OF BIDS

Last date of submission of bid is **14/03/2013**

Bids complete in all respect shall be delivered to –

**Managing Director
National Institute of Electronics and Information Technology
Electronics Niketan, 6, CGO Complex
New Delhi –110 003,
Ph. 011-24363330/ 1 / 2**

In addition to the above, the inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

RESPONSIBILITY OF BIDDER

If the outer envelope is not sealed and marked as required, NIELIT will assume no responsibility for the Bid's misplacement or premature opening.

REJECTION OF BID

The Bid Document shall be submitted in the form of printed document. Bids submitted by Telex, fax or email would not be entertained. Any condition put forth by the bidder not conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

LATE BIDS

Any bid received by NIELIT after the deadline for submission of bids prescribed by NIELIT, will be summarily rejected and returned unopened to the Bidder. NIELIT shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

OPENING OF TECHNICAL BIDS**Opening of Bids**

NIELIT will open Bid 15/03/2013 at 10.30 AM in conference room of NIELIT (HQ), Electronics Niketan , 6, CGO Complex, New Delhi –110 003 .

The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening/presentation being declared a holiday for NIELIT the Bids shall be opened at the appointed time and location on the next working day.

ANNOUNCEMENT OF BIDS

The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite bid security and such other details will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

BIDS NOT CONSIDERED FOR EVALUATION

Those Bids which are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

OPENING OF COMMERCIAL BIDS

Opening of Bids

Commercial Bids will be opened and compared after the technical bids evaluation. The commercial bids will be opened only of those bidders, who will qualify technical evaluation. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the NIELIT at the Commercial Bid opening. The NIELIT will prepare minutes of the Commercial Bid Opening. The date, time and venue of opening of commercial bid will be intimated later to the technically qualified bidders.

CLARIFICATION OF BIDS

To assist in the evaluation, comparison and examination of bids, NIELIT may, at its sole discretion, ask the Bidder for a clarification of its Technical bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, NIELIT reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder. No Representation in this regard would be entertained.

COMPLETENESS OF BIDS

NIELIT will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

RECTIFICATION OF ERRORS

Arithmetical errors will be rectified on the following basis: -

If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the bidder does not accept the correction of errors, his bid will be rejected and his EMD may be forfeited.

REJECTION OF BID

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by NIELIT and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation by the Bidder.

BID ENQUIRY:

NIELIT may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. Verbal clarifications and information given by NIELIT or its employees or representatives shall not in any way or manner be binding on NIELIT.

The designated Contact person for any clarification is:

Dr. S. Birendra Singh
Director (Technical)
National Institute of Electronics and Information Technology,
Electronics Niketan, 6, CGO Complex, New Delhi – 110 003, India
Ph No: +91 11 24363733
Email : s.biren@nielit.in

Chapter - 3

OBJECTIVE AND SCOPE

Objective

NIELIT proposes to identify a Bidder for providing comprehensive Maintenance for the various Hardware Software and Network Maintenance Support at NIELIT (HQ.).

Scope

NIELIT intends to invite proposal for Annual Maintenance Contract (AMC) for all desktop PCs, Printers & peripherals and Network Maintenance with Software Support. The broad scope of Work awarded would include:

- ✓ Maintenance Service shall consist of Preventive as well as Breakdown/Corrective Maintenance including supply & replacement of spares in respect of all the Computer Equipments installed at NIELIT (HQ.), which includes all Compaq/IBM/Dell/HCL/HP make Computers , Inkjet & LaserJet printers/Scanner and Network Maintenance, as a part of this AMC Contract.
- ✓ The Bidder will be responsible for comprehensive maintenance including preventive maintenance of the systems, network equipment, printers and scanners . Preventive maintenance shall mean and include services designed to reduce equipment failure and extended useful life of the equipment including cleaning lubrication, inspection and testing. This would also include Linux, Microsoft and OS support etc. in terms of adding patches and install/reinstall of Systems hardware and other software. Consumable material and tools and tackles required for performing this preventive maintenance shall be in the scope of Bidder.
- ✓ The services will include complete repair / replacement of components, non – consumable spares, Fuser Assembly in case of LaserJet printers as well as of the peripherals, at no additional cost. However, consumables like Plastic Parts, Teflon will be replaced on cost of consumable being made by NIELIT.
- ✓ Bidder has to do the software trouble shooting, loading or re-loading of software as & when required, which includes antivirus updations, virus removal, if any and OS configuration support (Windows XP/Business 7, Windows 2000), e-mail set-up & installation of our internal software's (if any), etc. In case any bad blocks appears in the Hard disks and indicates warning then, the whole hard disk has to be replaced without any delay.
- ✓ Bidder shall provide first level assistance to the users in operations of PC, Printer and software so that the users can perform their work smoothly.
- ✓ All hard disks, keyboard, mouse, optical-drives, mother board, transformers, etc. are covered in maintenance.
- ✓ **Standby System: In case a system / equipment could not be repaired at site, then the contractor will carry the system after providing a standby system of the same or higher configuration. Such system shall be brought back after repair within 3 working days. Any equipment that remains unattended for more than 1 working day without a standby shall attract a penalty of Rs. 250/- per day per equipment shall be levied**

subject to maximum of 10% of the total contract value for the year. In addition, if the system / equipment remain un-operational for 5 days or if the contractor fails to perform the contract in accordance with the terms and conditions of the contract, NIELIT shall have a right to get the job completed by any other agency at the risk and cost of the contractor. For this purpose the bidder shall maintain a service record book for each user. The call logging Software shall also be used for this purpose.

Local Area Network Support Services :

- ✓ All the systems available in this office are on LAN/Network connected and maintenance of LAN/network connectivity will be included under AMC. The following would be the scope of work with regard to trouble-shooting of network to be carried out under the contract:-
- ✓ Maintenance on comprehensive basis of PC's and PC peripherals including trouble shooting;
 - Bidder shall maintain detailed configurations of all the network components in order to enable easy problem isolation and troubleshooting, to speedily resolve the faults, connectivity problems and to efficiently manage the network traffic, bandwidth utilization, performance monitoring, load fine tuning etc
 - The bidder selected will have to redress the present LAN in a way that each node can be identified at starting and terminal points so as to provide one to one service.
 - Bidder has to maintain entire Local area network at respective locations. Bidder shall maintain detailed configurations of all the network components in order to enable easy problem isolation and troubleshooting, to speedily resolve the faults, connectivity problems and to efficiently manage the network traffic, bandwidth utilization, performance monitoring, load fine tuning etc.
 - To check the port readiness of network switches and Hubs with the help of LAN Tester.
 - To check the connectivity of the cable (RJ45/Fibre optics) with the help of LAN Tester.
 - To re-crimp a LAN node for any PC as and when required.
 - To replace and re-install any corrupted networking system files.
 - Setting Network configuration across different version of Windows OS like Window Vista/XP/2000/2008 Server , Linux (ubuntu and RHEL)etc.
 - Trouble shooting network w.r.t accessing network Laser Printer or any other sharable resources.
 - Network connectivity check between Main office, Annexe,3rd floor and Recreation Area in the same complex
 - To attend any problem relating to network converter between Ethernet cable and Fiber Optics .
- ✓ On call support : The bidder selected shall depute a qualified and experienced residential Engineer on all week days (Monday to Saturday) for full a day from 0900 hrs to 1730 hrs. Besides the weekdays, services of the Engineer may be required even on Sundays during the period when the Examinations are being conducted and extra payment at the rates approved as part of Tender would be made for such attendance.
 - The Engineer should be equipped with spare parts like CD-ROM Drive, Mouse, Hard Disk, C-MOS battery, RAM, SMPS etc. Also 'drivers and Software patches ' etc., as applicable, should be available with the resident engineer to ensure that troubleshooting is not delayed for want of such utilities

- BIDDER shall maintain services log book and record the nature of service rendered during each trouble shoot by the service representative and the same shall be duly got signed by the official in charge of NIELIT.
 - The Engineer deployed by the bidder shall mark his attendance in the Register maintained with the authorized representative of NIELIT and in case the Engineer avails leave or remains absent, the bidder will arrange for a suitable substitute failing which, **payment @ Rs 1000/- per day** shall be deducted by NIELIT from the bills submitted by the bidder.
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- ✓ Bidder shall diagnose and rectify all virus and security problems and ensure retrieval of user data to the maximum extent possible. Antivirus software will be provided by NIELIT, however Bidder will be responsible for antivirus upgrade/update at all locations.
 - ✓ Bidder should follow & maintain the IT Security Policy as per NIELIT Norms.
 - ✓ NIELIT reserves the right to increase or decrease the number of systems within the contract period. In case of any decrease/increase of any system into AMC, the proportionate rate of the similar configuration will be applicable.
 - ✓ All spares to be used for replaced shall conform to the configuration and quality as prescribed by the manufacturer of the respective equipment and the same shall be procured from the authorized dealer or Manufacturer.
 - ✓ Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.
 - ✓ Maintenance work are required to be carried out as per “MANUFACTURERS” MANUALS” and ensured that all the Hardware equipments are in working condition without break down.
 - ✓ To provide support for configuration of the Hardware Equipments (under AMC) as and when needed by NIELIT.

The List of Hardware Equipments to be covered under the comprehensive on-site Comprehensive Annual Maintenance Contract (AMC) under this RFQ is as under:

S_NO	ITEM	QUANTITY
PRINTER/SCANNER		
1	Canon LBP 3300	1
2	EPSON LQ 300 PRINTER	1
3	HP color 1312 nfi LaserJet	1
4	HP LaserJet 1320	2
5	HP LaserJet 1000	1
6	HP LaserJet 2200dtn	2
7	HP LaserJet P1108	1
8	HP LaserJet P1606dn	7

S_NO	ITEM	QUANTITY
9	HP LaserJet P2014	6
10	HP LaserJet P3005n	5
11	HP LaserJet Pro 300	1
12	HP laserjet3055	1
13	HP LJ 1007	1
14	HP LJ 1150	1
15	HP LJ 4200 PRINTER	1
16	HP OFFICEJET PRO K5400	1
17	HP OFFICEJET R45 PRINTER	1
18	HP PSC 1315 a	1
19	MFC-7340	1
20	Samsung Laser Printer ML-2250	1
21	HP SCANNER Scanjet G3010	1
22	HP Scanjet 5590	1
23	CanoScan Lide 100	1
24	HP ScanJet G2410	2
25	CanoScan Lide 100	1
TOTAL NO. OF PRINTERS/SCANNER		43

DESKTOP

1	HP PAVILLION	11
2	COMPAQ-PIV	4
3	HCL	36
4	IBM-PIV	2
5	DELL-OPTIPLEX	43
TOTAL NO. OF DESKTOP		96

NETWORK MAINTENANCE

1	TOTAL NETWORK MAINTENANCE	includes maintenance of LAN of 100 users, switches, routers, IP config etc)
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Note: All the above assets are in working condition and are in use which may be verified before commencement of AMC. For other details regarding the configuration and number of switches/router go to Annexure 9. The bidder may visit NIELIT Headquarters for inspection of the equipment proposed for comprehensive AMC under this proposal. Such visit may be undertaken during working Hours from 22/02/2013 to 13/03/2013 with prior appointment.

Chapter – 4

ELIGIBILITY CRITERIA

Legal Requirements/ Compliance

1. The Bidder must be a Sole proprietor, individual Company/ Firm registered under Indian Company Act, 1956/ The Partnership Act 1932. A bidding firm should be a individual corporation/ company. Consortium of companies/ firms is not allowed.
2. The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation. The Bidder should be in operation anywhere in India for at least Three Years as on 31 Mar-2012.
3. The Bidder must possess a valid: -
 - VAT/ Sales Tax Registration Certificate along with the Sales Tax clearance certificate of the last year.
 - Service Tax Registration Certificate.
 - Income Tax Registration/ PAN Number.
4. Bidder should provide an attested & valid copy of all the above-mentioned certificates along with the Technical bid.
5. The Bidder should be an **ISO-20000:2005 certified company**. Copies of the certification to be submitted.
6. **The Bidder should either be an Original Equipment Manufacturer of Computers /Printers** or its Authorized Service Providers (ASP) or should have an arrangement with ASP of any Computer Hardware OEM to ensure use of original / genuine spares to undertake AMC of computer hardware. Authorized Service Partnership (ASP) with any one or more of HP/DELL/IBM/HCL/ COMPAQ will be given preference.

Technical Requirements/ Compliance:

The Applicant should have successfully completed, during last 3 years, at least ONE assignment of providing similar services to any Government organization/ PSU's where the value of the assignment should be at least Rs. 5 Lacs or higher. (A copy of work order and work completion certificate between above mentioned dates, both dates including, needs to be attached. In case of non-availability of completion certificate, copy of proof of payments and work done w.r.t the attached work orders shall be submitted).

OR

The Bidder should have successfully completed, during last 3 years, at least TWO assignments of providing similar services to any Government organization/ PSU's in India where the value of each assignment should be at least Rs. 2.50 Lacs.

Financial Requirements/ Compliance:

1. The Bidder should deposit **Earnest money** along with the Technical bid. The bid received without required Earnest money will be rejected.
2. The Successful bidder should submit performance security @ 10% of the contract value in the form A/C payee demand draft/ pay orders/ Bank Guarantee/ FDR of any of the nationalized bank in favour of NIELIT, New Delhi within 15 days from the award of the contract, which remains

valid up to 60 days beyond the date of completion of all contractual obligation of the firm/company.

3. EMD shall be refund to the successful bidder on receipt of performance security.
4. The Bidder should have an average annual turnover of related services of at least Rs. 30 lacs (Rupees thirty Lacs Only) during each of the last three financial years (2009-10 2010-11, and 2011-12). Copies of audited balance sheets/ profit & loss accounts/ annual reports of last three financial years and CA Certificate should be enclosed.
5. Bidder should have a positive net worth during the last three financial years (2009-10, 2010-11, and 2011-12).

Other Requirements/ Compliance

- a. The Bidder should have a local support office at New Delhi. If the bidder, at the time of bidding, does not have a local support office at New Delhi then he should submit an undertaking on his letter-head regarding the timely establishment of same i.e. within 15 days from the date of work order, if awarded the work order/ contract.
- b. NIELIT considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under NIELIT's Procurement Ethics. In pursuance of NIELIT's Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, NIELIT will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if, including but not limited to:
 - I. have controlling shareholders in common; or
 - II. receive or have received any direct or indirect subsidy from any of them; or
 - III. have the same legal representative for purposes of the Bid; or
 - IV. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process; or
 - V. A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- c. Firm is not eligible to participate in this RFP while under sanction by NIELIT, whether such sanction was directly imposed by NIELIT, or imposed by NIELIT pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a sanctioned or cross-debarred firm will be rejected. Similarly, at the time of bidding, the firms having black-listed/ debarred in participating in any procurement activities by any State or Central Government in India are not allowed to bid. Undertaking to this effect shall be submitted by the bidder on his letter head.
- d. Bidders shall provide such evidence of their continued eligibility satisfactory to the tendering authority as per the "Eligibility Criteria" mentioned in the bidding document and/ or as the tendering authority shall reasonably request.

Chapter 5
List of key position whose CV and experience would be evaluated

Depending upon the nature and complexity of the Services assigned to the selected firm/ bidder various technical resources would be required as per the details below.

S. No.	Position	Educational Qualifications	Certificate on	Experiences on the Job.	Experience In Years
1.	System Administrator	BE(CS) / M. Tech (CS) / MCA/Doeacc 'B' Level	Unix and/or Linux/ Microsoft Window	Installation & configuration of Administration of UNIX,WINDOWS NT & LINUX	3 years
2.	Network Specialist	BE(CS) / BE / Dip (E&TC)/Doeacc 'A' Level	CISCO /	Installation & configuration of Switch, Router, modem and other Network equipment.	2 years
3.	Support Engineer / Network Associate	BCA, Dip.in E&TC / Dip in CS / BSc (CS) / BE / B.Tech/ Doeacc 'A' Level	CCNA / CCNP	WIN 95/98/2000/2003,MS Office / Smart Suite / IE / Netscape configuration / Installation of Software products, Zip & Unzip	1 years

Chapter 6

Bid evaluation criteria and selection procedure

The Bidding process below specifies the procedures that would regulate the overall bidding process. It contains standard provisions that have been prepared to Design, Prepare, Advertise/ Publish, Submit, Open, Evaluate, Compare bids and Award of Contract and are to be strictly adhered to by the bidder.

6.1 BID EVALUATION

6.1.1 Guiding Principle for Evaluation of Bids

- a) The tendering authority shall determine to its satisfaction whether the Bidder that is selected as having submitted the best and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- b) The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- c) An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the tendering authority shall proceed to the next best bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- d) The tendering authority/ procurement committee, in observance of best practices, shall: -
 - i. Maintain the bid evaluation process strictly confidential as per the details below.
 - ii. Reject any attempts or pressures to distort the outcome of the evaluation, including Fraud and corruption.
 - iii. Strictly apply only and all of the evaluation and qualification criteria specified in the Bidding document.

6.1.2 Confidentiality

- a) Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award.
- b) Any attempt by a Bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of his Bid.
- c) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

6.1.3 Clarification of Bids

- a) Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the tendering authority shall not be considered.

- b) No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids.

6.1.4 Evaluation of Bids

- a) The tendering authority shall evaluate each Bid that has been determined, up to the stage of the evaluation, to be substantially responsive.
- b) To evaluate a Bid, the tendering authority shall use all the criteria and methodologies defined in this document.
- c) To evaluate a Bid, the tendering authority shall consider the following: -
- i. The bid price as quoted in accordance with bidding document.
 - ii. Price adjustment for correction of arithmetic errors in accordance with bidding document.
 - iii. Price adjustment due to discounts offered in accordance with bidding document.

6.1.5 Evaluation of Technical Bids

- The initial technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of technical bids.
- The number of firms qualified in technical evaluation, if less than three, and it is considered necessary by the tendering authority to continue with the bid process, reasons shall be recorded in writing; otherwise fresh bids will be invited.
- After approval of the technical evaluation by tendering authority, the firms which qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial bids.
- The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid not be opened and EMD refunded after completion of the bid process i.e. award of the contract to the best/ successful bidder.

6.1.6 Evaluation of Financial Bids

- a) The financial bids of bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the members of Procurement Committee in the presence of the bidders or their representatives who choose to be present.
- b) The names of the firms, the rates given by them and conditions put, if any, shall be read out and recorded in tender opening register.
- c) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central / State Government / Local Authorities.
- d) The offers shall be evaluated and marked L 1, L2, and L3 etc. L1 being lowest offer and then others in ascending order.
- e) The Committee shall prepare a comparative statement in tabular form and its report on evaluation of financial bids and with the recommendation to sanction the best offers to the tendering authority.
- f) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods and/ or service required to be procured.

In case of same lowest financial bid quoted by different bidders, the tendering authority reserves the right to give the work-order to any bidder (with same lowest values) in the interest of the State.

Chapter-7
Annexure 1
Tender Form
I. Addressed to

a.	Name of the tendering authority	Managing Director	
b.	Address	National Institute of Electronics and Information Technology (NIELIT), Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi - 110 003, India	
c.	Telephone	011-24364870	
	Fax	011-24363335	

II. Ref Number: NIELIT/CCU/TECH/33/12
III. Other related details: -

1.	Name of Tenderer			
2.	Name & Designation of Authorized Signatory			
3.	Registered Office Address			
4.	Work shop Address			
5.	Delhi Office	Address		
		Phone		Fax: <input type="text"/>
		Contact Person		
6.	Service Center (attach proof)	Address		
		Phone		Fax: <input type="text"/>
		Contact Person		

7.	Year of Establishment				
8.	Type of Firm	Public Limited	Private Limited	Partnership	Proprietary
	Put Tick (√) mark				
9.	Telephone Number(s)/ Mobile				
10.	Website URL				
11.	Fax No.				
12.	Email Address				
13.	Annual Turnover for the last 3 years (Copies of audited balance sheet/CA Certificate should be attached)	2009-10	2010-11	2011-12	
14.	Whether the Tenderer has been in the business of maintenance of computer hardware, software, peripherals and networking equipment since 2009-2010 (Copy of one work order for AMC of networking items, computer hardware, operating systems and peripherals for each of the 3 years since 2009-2010 should be enclosed.)	Year	Company	Whether AMC was extended. If so, till when	If not, why not
15.	Whether tenderer is a manufacturer/ dealer/ distributor/ channel partner.				
16.	Clientele: (Clients from whom certificates of satisfactory sales service and	Banks and FIs	Government Departments & Undertaking	Other Reputed Concerns	

	support can be produced should be mentioned.)				
17.	Whether the Tenderer is capable to provide maintenance services on the network equipments.				
18.	Whether Repair Centre is company owned.				
19.	No. of permanent technical Staff				
20.	Type of repair/ service work attended to				
21.	Any type of repair/ service work that cannot be attended in this Repair Centre				
22.	If so, where will these repairs be undertaken				
23.	Please indicate any networking/ hardware items listed at Appendix-I for which AMC coverage cannot be provided				
24.	Proof of Work experience	Organization	Item covered	Period of AMC	COST
	Year				
	Year				
25.	Please give details of three largest AMC for networking/ computer hardware handled by the Tenderer during the last three years	Organization	Item covered	Period of AMC	COST

26.	Organizations where the Tenderer is presently providing AMC Services in New Delhi	Name of Organization	Maintenance services being provided since	Contact Person, designation, Postal Address, Telephone, Fax and e-mail address	Whether certificate of satisfactory service is included. If not, the work will not be considered
27.	Are there any terms and conditions stipulated in this tender document which cannot be adhered to by the Tenderer				
28.	Are there any clarifications, etc. that the Tenderer may like to make.				
29.	Has the Tenderer been black-listed by any of the offices of Center or State Govt. or any of its other customers? If so, details may be provided.				
30.	Whether there is legal action being taken against Tenderer for any cause in any legal jurisdiction.				

31.	Please give escalation matrix for problem resolution. The matrix should include a senior officer in the Head Office of the company. Designation, phone no., fax no. and e-mail address of the officials mentioned in the escalation matrix	
-----	--	--

- IV. The Tender fee amounting to Rs. 1,000/- (Rupees One Thousand Only) has been deposited vide cash receipt / DD/ Banker's cheque no. _____ dated _____ in favour of the National Institute of Electronics and Information Technology (NIELIT), Payable at, New Delhi, India.
- V. We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- VI. The rates for the Comprehensive AMC mentioned as prescribed are given separately in the financial bid.
- VII. Reproduced / re-word-processed formats or Tenderers own formats for the price bids will disqualify the tender. However the Tenderer can reproduce exactly the same format for clarity in filling due to shortage of space.
- VIII. The rates quoted are applicable up to period of contract from the date of opening of bid. The validity can be extended with mutual agreement. Following documents are attached towards the proof of earnest money deposited in favour of the Managing Director, National Institute of Electronics and Information Technology (nationalized bank only), Payable at, New Delhi, India.

Sno.	Earnest Money deposited through	Number	Dated
1.	DD/ Banker's Cheque (Local Only)		

IX. Tax Clearance Certificates:

Sno.	Type of Tax	Whether tax clearance certificate enclosed (Yes/No)	Certificate Number	Page No.
1.	VAT-TIN			

2.	CST			
3.	Service Tax			

X. We accept payment schedule for Items as per details given below:

SNo	Fees Payable	Condition/ event
1	Comprehensive AMC charges to be paid in four equated quarterly installments	<p>The charges towards Comprehensive AMC shall be payable on certification from the concerned in-charge of having provided satisfactory services during the quarter as per terms and conditions mentioned above.</p> <p>Note: The comprehensive AMC charges should not be provided as a percentage figure; the Tenderer is advised to quote charges in absolute Indian Rupees.</p>
Note: No Advance payment shall be made.		

XI. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration

XII. Financial Bid given in this Tender Document is enclosed in a separate envelope duly signed and sealed.

Signature: _____

Name: _____

Designation: _____

Place:

Date:

Annexure 2**Letter of undertaking****(ON THE LETTER HEAD OF THE TENDERER)**

To

The Managing Director
National Institute of Electronics and Information Technology (NIELIT),
Electronics Niketan, 6, CGO Complex, Lodhi Road,
New Delhi - 110 003, India
Dear Sir,

Subject: Annual Maintenance Contract (AMC) for all desktop PCs, Printers & peripherals and Network Maintenance at NIELIT (HQ.)

This bears reference to NIELIT _____. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this tender.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

We warrant that the repair and maintenance service do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall prevent NIELIT from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of tender document and contract.

The above document is executed on ___/___/2012 at (place) _____ and we accept that if anything out of the information provided by us is found wrong our tender/ work order shall be liable for rejection.

Yours faithfully,

Signature:

Name:

Designation:

Place:

Date:

Annexure 3**SELF-DECLARATION – NO BLACKLISTING**

To,
Managing Director,
NIELIT,
New Delhi (HQ.)

In response to the Tender Document for Annual Maintenance Contract for Desktop PCs, Printers & peripherals and Network Maintenance for NIELIT, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Signatures _____

Name _____

Seal of the Organization _____

Place:

Date:

Annexure 4
Reports

Preventive Maintenance (PM) will be done on quarterly basis for the specified hardware in addition to breakdown calls. For this purpose the following register format should be maintained.

Quarterly Report (QR) for Preventive Maintenance-

Period of Quarter:

S. No	Hardware Device Name	Reporting Date	Sign of the technical person from NIELIT	Agency Engineer Sign	Remarks	Sign of NIELIT officer
1	2	3	4	5	6	7

Date:

Signature
 With Official Seal

Monthly Down Time Report (MDT) for Corrective Maintenance-

Month:

S. No	Hardware device name	Breakdown Date & Nature of Breakdown	Reporting Date	To whom you have reported	Repaired Date & sign. (If not attended then write "Not Attended")	Problem Description	Reported By (Name & Designation) & Signature
1	2	3	4	5	6	7	8

Date:-

Signature
 With Official Seal

Annexure 5**FORMAT ON TECHNICAL EXPERIENCE****TO BE SUBMITTED ON THE LETTER HEAD OF THE BIDDER**

Annual Maintenance Contract (AMC) for all desktop PCs, Printers & peripherals and Network Maintenance at NIELIT (HQ.)

S. No.	Networking Hardware & Peripherals	Name of Engineer	Qualification	Experience	Detail of the Operating System being presently handled	Certificate from the present organization

Signature:

Name:

Designation:

Place:

Date:

Annexure 6
Financial Bid

Name of the Tenderer : _____

Address for Correspondence: _____

I/we hereby submit the consolidated financial proposal for Annual Maintenance Contract (AMC) for all desktop PCs, Printers & peripherals and Network Maintenance at NIELIT (HQ.), New Delhi as per the Scope of work given in this tender document within the time specified and in accordance with the terms and conditions. The consolidated rate is quoted in the prescribed format given below:

S. No.	Description	Total Amount (in Rupees) in figures	Total Amount (In words)
1	Annual Maintenance Contract (AMC) for all desktop PCs, Printers & peripherals and Network Maintenance at NIELIT (HQ.), New Delhi		

Note: The above quoted price is all inclusive of any other items to be charged by the tenderer and also includes any Government taxes/ levies (i.e. Service Tax, Education Cess, VAT, CST etc.)

Note:

1. The rate should not be provided as a percentage figure.
2. The Tenderer is advised to quote rate in absolute Indian Rupees.
3. The rate quoted will be valid for period of contract from the date of opening of technical bid. The period can be extended with mutual agreement.
4. No condition will be entertained and conditional tender will be liable to be rejected
5. Tenderer is further required to submit a detailed item wise breakup as prescribed in Appendix-I.

(Signature & seal of the tenderer)

Name:

PERFORMA FOR FINANCIAL BID

- Name of the Organization:
- Address and Telephone number

Rates offered per unit:

S_NO	ITEM	QUANTITY	Charges per unit per year (in Rs.)	Total AMC Charges (Rs.)	Cost of teflon (Rs. Per unit)	cost of fuser assembly ((Rs. Per unit))
1	Canon LBP 3300	1				
2	EPSON LQ 300 PRINTER	1				
3	HP color 1312 nfi LaserJet	1				
4	HP LaserJet 1320	2				
5	HP LaserJet 1000	1				
6	HP LaserJet 2200dtn	2				
7	HP LaserJet P1108	1				
8	HP LaserJet P1606dn	7				
9	HP LaserJet P2014	6				
10	HP LaserJet P3005n	5				
11	HP LaserJet Pro 300	1				
12	HP laserjet3055	1				
13	HP LJ 1007	1				
14	HP LJ 1150	1				
15	HP LJ 4200 PRINTER	1				
16	HP OFFICEJET PRO K5400	1				
17	HP OFFICEJET R45 PRINTER	1				
18	HP PSC 1315 a	1				
19	MFC-7340	1				
21	Samsung Laser Printer ML-2250	1				
24	HP SCANNER Scanjet G3010	1				
25	HP Scanjet 5590	1				
26	CanoScan Lide 100	1				
27	HP ScanJet G2410	2				
28	CanoScan Lide 100	1				
29	HP PAVILLION	11				
30	COMPAQ-PIV	4				
31	HCL	36				
32	IBM-PIV	2				
33	DELL-OPTIPLEX	43				

TOTAL NETWORK MAINTENANCE includes maintenance of LAN of 100 users, switches, routers, IP config etc)

1	MAINTENANCE OF 100 NODES			
2	48 PORT SWITCH	2		
3	24 PORT SWITCH	5		
4	20 PORT SWITCH	1		
5	08 PORT SWITCH	9		
6	ROUTER	2		

Place.....

Signature

Date.....

Name.....

Designation.....

Annexure 7
Checklist of Enclosures

S.NO	ENCLOSURES	YES/NO	REMARKS (IF ANY)
1	Outer envelope contains the Two inner Envelopes and the covering letter		
a)	Inner Envelope-I contains – A Demand Draft of Rs towards EMD		
b)	Technical & Commercial terms & conditions as indicated in chapter-3 of our RFP shall be duly signed by the tenderer as a token of acceptance		
c)	Copy of MOU / Agreement signed with OEM / ASP		
d)	Copy of Work Order with Completion Certificate to depict that the Tenderer is in Computer Maintenance business since 3 years.		
e)	Satisfactory performance certificate of 3 AMC Contracts of value more than 3 lakhs.		
f)	Copy of ISO 20000:2005		
g)	Audited annual report for last 3 years		
h)	Qualification, skills & Experience of the service Engineers and Supervisor to be deputed for AMC.		
i)	Permanent Account Number (PAN)		
j)	Compliance statement		
2	Chapter-7- Annexure 2 - Undertaking		
3	Chapter-7- Annexure 3 Declaration Form		
4	Chapter-7 Annexure 7- Checklist of Enclosures		
5	Annexure8- Compliancance Statement		

Annexure 8
Compliance Statement

S.NO	ITEM	COMPLIANCE (YES/NO)	REMARKS/ DOCUMENTS ENCLOSED (IF ANY)
1	We confirm that there is no deviation from the Technical & commercial terms & conditions as stipulated in the Enquiry document at Chapter 4		
2	We confirm that we agree for all General terms & conditions including payment terms as stipulated in the Enquiry document at Chapter-8		
3	We confirm that cost of Posting of Service Engineer at at NIELIT OFFICE for full day has been included in the offered price		
4	We confirm that the AMC rates quoted are inclusive of all taxes & duties. Applicable Service Tax extra		
5	PREQUALIFICATION CRITERION		
A	We confirm that we are OEM of Computers/ its ASP /have arrangement to procure original spares / peripherals with any ASP of OEM of computer.		
B	We confirm that our turnover is not less than 30 Lakhs from the business of AMC of computer hardware / LAN for last 3 years.		
C	We confirm that we are ISO-20000:2005 Certified company.		
D	We confirm that we have expert manpower including CISCO certified Engineers suitable to undertake AMC of Computer hardware/LAN		
E	We confirm that we have a well proven IT Facility management including call monitoring software that can provide various reports including Service Card (Annexure –K)		
F	We confirm that we have a proven repair / testing facility to provide quality maintenance services.		
G	We confirm that we have executed /in hand at least 2 contracts involving maintenance of computer hardware including PCs, Printers etc. and local area networking at different locations. (Please enclose copy of the orders executed/in hand)		
6	We confirm that the validity of the offer is 90 days from the date of opening of the Price bid.		

Annexure 9
SPECIFICATION OF IT Equipments FOR AMC

S.NO	TYPE	MAKE	CONFIGURATION
1	DESKTOP	DELL OPTIPLEX 755	INTEL CORE 2 DUO E7300@2.66 GHZ, 2 GB RAM
		HCL	Intel Du Core Processor 512 KB / 1 MB L2 Cache 1 GB RAM
		HCL	Intel Core-2 Duo Processor E6320 (1.86 GHz, 4 MB L2 Cache, 1066 MHz) 1 GB RAM
		HCL	Intel Pentium P4
		HP PAVILLION	Intel Pentium P4
		HP PAVILLION	INTEL Pentium DUAL 2.5 E2200@2.2 GHZ
		HP PAVILLION	AMD Athlon™ 64 X2 Dual-Core Processor 4000+ 2.1GHz, 512KB+512KB L2 Cache
		IBM	PIII
		HP COMPAQ	P-IV 2.8 GHZ,1 GB RAM
2	PRINTER	HP LASER JET	HP color 1312 nfi LaserJet ,HP LaserJet 1320,HP LaserJet 1000,HP LaserJet 2200dtn, HP LaserJet P1108,HP LaserJet P1606dn,HP LaserJet P2014,HP LaserJet P3005n, HP LaserJet Pro 300,HP laserjet3055 ,HP LJ 1007,HP LJ 1150,HP LJ 4200 PRINTER,
		HP OFFICE JET	HP OFFICEJET PRO K5400,HP OFFICEJET R45 PRINTER,HP PSC 1315 a
		CANON	Canon LBP 3300
		EPSON	EPSON LQ 300 PRINTER
		BROTHER	MFC-7340
		SAMSUNG	ML-2250
3	SCANNER	HP SCANNER	HP Scanjet G3010,HP Scanjet 5590,HP ScanJet G2410
		CANON	CanoScan Lide 100
4	SWITCH	CISCO-48 PORT	CATALYST 2950 SERIES
		CISCO-48 PORT	SG 300-52 Gigabit Managed Switch
		CISCO-20 PORT	Catalyst 2960G Series
		D-LINK	DGS-1008D
		D-LINK-8 PORT	DE -809TC
		DLINK-24 PORT	DES -1024R+
		D-LINK 24 PORT	DGS – 1024D Gigabit
		DIGISOLE 8 PORT	DG GS – 1008D
		DIGISOLE-24 PORT	DG-GS 1024 Gigabit
		SURECOM-8 PORT	EP-808X
5	ROUTER	NETGEAR	N600 WIRELESS DUAL BAND GIGABIT ,MODEL NO. WNDR3700V2
		CISCO 3700 SERIES	

Annexure 10
AMC Service Card

User Name			
Designation			
Department			
Seat No.			

IT Equipment	Model/Make	Serial Number
Desktop		
Network		
Printers		

Sr.	Equipment	Problem	Problem Reported		Problem Attended		Standby Provided Y/N date	Equipment Repaired at Service Provider TRC		Complaint Resolved Y/N	Downtime Days	Solution Provided	Signature	
			Date	Time	Date	Time		Date Sent	Date Received				User	Engineer
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														

Chapter -8

Proposed Contract Terms

1. General Conditions of the Bid

1) Income Tax, VAT/ Service Tax Registration and Clearance Certificate

No Dealer who does not hold a valid PAN from Income Tax department and who is not registered under the VAT/ Sales Tax and Service Tax Act prevalent in the State where his business is located shall tender. The VAT and Service Tax Registration Number should be quoted and a VAT and Service Tax clearance certificate from the Commercial Taxes Officer of the Circle concerned valid on the date of submission of tender shall be submitted without which the tender is liable to rejection.

2) Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/ Bidder and the Purchaser, shall be written in English language only or as specified in the special conditions of the contract. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The Supplier/ Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) Notices

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of receipt.
- b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

5) Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the New Delhi State/ the Country (India), unless otherwise specified in the contract.

6) Delivery and Installation:

- a. The bidder whose tender is accepted shall arrange to start the services as mentioned in the bid document.
- b. Delivery & Installation of ordered items would be completed within the schedule given in the document.

7) Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

8) Terms of Payment

- a) No advance payments of handling charges/service charges etc. under any circumstances shall be made to the firm/company.
- b) Comprehensive AMC charges to be paid in four equated quarterly installments
- c) All payments shall be subject to TDS.
- d) The rate quoted should be firm.
- e) All transaction shall be in Indian Rupees.
- f) In case of any difference between the rates quoted in figures and words, the latter shall prevail.
- g) The bid should be valid for a minimum period of six months after the closing date of submission.
- h) The bid shall be prepared keeping in mind NIELIT will prefer to award the similar work after successful completion of the project and the selected party may directly be awarded the work in future on same terms and condition.

9) Copyright

The copyright in all documents, and other materials containing data and information furnished to the Purchaser by the Supplier/ Bidder herein shall remain vested in the Supplier/ Bidder, or, if they are furnished to the Purchaser directly or through the Supplier/ Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

10) Confidential Information

- a) The Purchaser and the Supplier/ Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

- b) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- c) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - i. the Purchaser or Supplier need to share with the NIELIT or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- d) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- e) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

11) Change in Laws & Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in state / India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Contract Price, then such Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with Clause “Contract Price”.

12) Force Majeure

- a) The Supplier shall not be liable for forfeiture of its Performance Security deposit, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- c) If a Force Majeure situation arises, the contractor shall promptly notify to NIELIT in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by NIELIT, the contractor shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with NIELIT, then NIELIT may take the case with the contractor on similar lines.

13) Termination

a) TERMINATION OF THE CONTRACT

The Contract is liable to be terminated if the Contractor:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of Engineer in contravention of any provision of the Contract; or
- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of NIELIT; or
- vii. Performance is not satisfactory; or
- viii. Defaults in the performance of any material undertaking under the contract and fails to correct such default to the reasonable satisfaction of NIELIT within fifteen days after written notice of such default is provided to the Contractor. Such termination will be by 15 (fifteen) days notice in writing and no claim/compensation shall be payable by NIELIT as a result of such termination.
- ix. At any time, the contractor makes default in proceeding with the works/job with due diligence and continues to do so after a notice in writing of seven (7) days from EIC/OIC.
- x. If the contractor obtains the contract with NIELIT as a result of ring tendering, or with illegal measures;
- xi. Information submitted/furnished by the contract are found to be incorrect.
- xii. The above shall be without prejudice to NIELIT's other rights under the law.

b) CONSEQUENCES OF TERMINATION

If the contract is terminated by Owner for reasons detailed above or for any other reasons whatsoever:

- i. The owner shall reserve the right to get work completed at the risk and cost of the contractor and to recover from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to the owner.
- ii. Performance Guarantee Bond/Security in any form submitted by the contractor shall stand forfeited.
- iii. The contractor shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iv. All the dues payable to the contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by the owner as a consequence of termination of the contract.

c) Termination for Convenience

- i. NIELIT, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the contractor may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. Either party may terminate the contract by giving a notice of 60 days.

14) Settlement of Disputes

- a) **General:** If any dispute arises between the contractor / supplier and NIELIT during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the contractor on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The contractor will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the contractor.
- b) **Standing Committee for Settlement of Disputes:** If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50000/-. The standing committee shall consist of following members: -

- | | |
|--|------------|
| • Managing Director, NIELIT | : Chairman |
| • Director (Technical), NIELIT | : Member |
| • Registrar, NIELIT | : Member |
| • CFO, NIELIT | : Member |
| • A Legal Expert to be nominated by the Chairman | : Member |

- c) Procedure for reference to the Standing Committee: The contractor shall present his representation to the Managing Director, NIELIT along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lacs, within three months from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in charge of the project that was responsible for taking service from the contractor shall prepare a reply of representation and shall represent the NIELIT's stand before the standing committee. From the side of the contractor, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the contractor and NIELIT.
- d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes

15) Arbitration:

- a) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrators per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof
- b) All legal proceedings, if necessary arises to institute may by any of the parties (NIELIT. or approved supplier) shall have to be lodged in courts situated in New Delhi and not elsewhere.

16) Reservation of Rights: NIELIT. Reserves the right to:

- a. Extend the Closing Date for submission of the Proposals
- b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is notified to prospective Tenderers.
- c. Seek information from or negotiate with one or more of the Tenderers on any issue at any time and to continue to negotiate with one or more of the Tenderers.
- d. Discontinue negotiations at any time with any Tenderer.
- e. Allow a Tenderer to change its Technical proposal if the same opportunity is give into all Tenderers.
- f. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bid has been invited or distribute items of stores to more than one bidder.
- g. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals.
- h. Seek the advice of external consultants to assist NIELIT in the evaluation or review of proposals.
- i. Make enquiries of any person, company or organization to ascertain information regarding the Tenderer and its proposal.
- j. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

17) Change Requests/ Management –

- a. NIELIT may at any time, by a written order given to the firm, make changes within the general scope of the Agreement w.r.t increase or decrease in the number of items specified for maintenance contract.
- b. The change request/ management procedure will follow the following steps: -
 - Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated cost and the items impacted will be analyzed and documented by successful bidder.
 - Approval or disapproval of the change request – NIELIT will approve or disapprove the change requested including the additional payments, after discussion with successful bidder on the impact of the change on schedule.
 - Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule.
 - Verification of the change - The change will be verified by the NIELIT on implementation of the change request.
- c. All changes outside the scope of contract agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by successful bidder only after securing the express consent of the NIELIT. In the event that the consent of NIELIT is not received within a period of 10 working days from the date of communication, then the change will not be carried out. The impact of the change in terms of the cost and schedule will be re-estimated and such approval on the new cost and schedule will be taken, if the change is approved after the 10 working days.

Special Terms and Conditions

The exact scope of work, deliverables, milestones and timelines shall be mutually decided later at an appropriate time looking to the requirements of the project. However, the decision of the tendering authority, in this regard, shall be final and binding upon the firm.

Chapter -9

Procedure proposed to be followed for mid-term review of the progress of the work and review of the final draft report

This Mid-term evaluation is mainly a descriptive study supported by qualitative information generated from the field supplemented by quantitative data. This descriptive study explored the existing status and made suggestions for future improvement. The review team was expected to critically review the performance of firm/Company examine the quality of Services, quality outcomes of technical support on services through:

- Information collection by consulting or reviewing Services related documents i.e Quarterly Report (QR), Monthly Downtime Reports etc.
- Information collection by interacting with the System Engineers, Services providers and users etc.
- Analysis of the information collected from both the firm/company and NIELIT sources, and based on the analysis and finding prepare a review report.
- Preparation and presentation of recommendations to offer basis for further discussion within the NIELIT and with the implementing partners for the improvement of the maintenance contract in the future with regard to better services and support.
- Presentation of the report with analysis, findings and recommendations, and share it with NIELIT concern persons.
- Incorporation of feedback received from the team of NIELIT staff and finalization of the report.