



राष्ट्रीय इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं)- अगर्तला केंद्र
National Institute of Electronics and Information Technology
(NIELIT)- Agartala Centre
Ministry of Electronics & Information Technology, Government of India
R.K. Nagar (Opposite to NEEPCO) , Khayerpur , Agartala - 799008,
Web: www.nielit.gov.in/agartala , Phone: 0381-239 1010 , e-mail: dir-agartala@nielit.gov.in

REQUEST FOR PROPOSALS (RFP)

NIELIT invites Online Tenders through e-Procure Portal (<http://eprocure.gov.in/eprocure/app>) to the following Request for Proposal ("RFP") from OMs Agencies/Authorized Partners ("Bidders")

Sl. No.	Description of the Tender/RFP	Tender Ref No and date	Estimated Tender value in Rs	Last date & time of bid submission	Date & time for opening of Bid
1.	Supply & Installation of Software at NIELIT Agartala	NIELIT/AGT/Software/09/2016 Dt. 30 th September 2016	40 Lakhs	21.10.2016 (10:00 AM)	25.10.2016 (02:00 PM)

Details of the RFP can be downloaded from the following websites

<http://www.nielit.gov.in> or <http://www.nielit.gov.in/agartala> or <http://eprocure.gov.in>

Sd/ – Director-in-Charge

NIELIT – Digital Literacy For All

National Institute of Electronics and Information Technology

Request for Proposal (RFP)

For

Supply & Installation of Software At NIELIT Agartala

**National Institute of Electronics and Information Technology
Agartala Centre**

**Ministry of Communications and Information Technology
Government of India**

**R.K. Nagar (Opposite to NEEPCO), Khayerpur, Agartala, West Tripura,
P.S. –Bodhjungnagar, PIN-799008**

Phone No: 03812391010, Website: www.nielit.gov.in/agartala

INFORMATION TO BIDDERS

1. Online bids shall be considered in the prescribed Format only through e-Procure Portal (<http://eprocure.gov.in/eprocure/app>). Manual Bids will not be accepted.
2. Interested agencies are advised to study the document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the document with full understanding of its implications.
3. The Bidder shall bear all costs associated with the preparation and submission of its Bid and NIELIT will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the Bid process
4. Bidders are advised to attach a letter from an authorized signatory of the company owning the patent of the technology being offered clearly detailing the deliverables / ownerships & rights for implementation, service, warranty and post-sales support.
5. **Excuse from Claim:** The Bidder at no point of time can excuse themselves from any claims by NIELIT whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation etc. as mentioned in TENDER DOCUMENT.
6. **Adherence to Schedule:** The Bidder has to adhere to the time schedule of activities mentioned in the TENDER DOCUMENT and no request to change the last date or extend period / time for submission shall be entertained by NIELIT. However, NIELIT reserves the right to extend the date/time for submission of the responses without assigning any reason by notifying in its website.
7. Deviation on lower side of specifications will not be considered. No deviations in terms & conditions of the tender document will be accepted in any case and the bid will be summarily be rejected. Complete product brochures, of the software highlighting the special features of their offer should be supplied by the bidder along with the quotation / technical bid.
8. **Submission of Bid:**

The bidders should submit their responses as per the format given in this RFP in the following manner:

- i. Response to Pre-Qualification Criterion
- ii. Technical Proposal
- iii. Commercial Proposal

Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.

Bids must be submitted **online** through e-Procure Portal (<http://eprocure.gov.in/eprocure/app>) on or before the stipulated time mentioned in the Fact Sheet. No bid will be accepted after the said date & time for submission of the bid.

9. **Confidentiality of Process:** Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of the Project shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.
10. **Right to Termination/Cancellation:** Notwithstanding anything contained in this document, NIELIT, reserves the right to cancel/terminate the bid/proposal process without assigning any reason whatsoever, at any time prior to signing the contract and NIELIT shall have no liability for above-mentioned actions.
11. **LATE BIDS:** Any Bid received by NIELIT after the deadline for submission of Bids prescribed in this document, will be summarily rejected. NIELIT shall not be responsible for any delay. No further correspondence on this subject will be entertained.
12. **OPENING OF BID ENVELOPES:** NIELIT will open Bid Envelopes as per schedule. 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.
13. **BIDS NOT CONSIDERED FOR EVALUATION:** Bids which are rejected during any stage of the Bid evaluation process shall not be considered for further evaluation, under any circumstances.
14. **CLARIFICATION OF BIDS:** To assist in the examination, evaluations and comparison of bids, NIELIT may, at its sole discretion, ask the Bidder for clarification on the Bid submitted. The request for clarification and the response shall be in writing by post or email or by facsimile. If the response to the clarification is not received before the expiry of deadline prescribed in the request, the Bid shall be rejected. No representation in this regard would be entertained after rejection of the bid.
15. **OPENING OF PRE-BID QUALIFICATION:** Pre-Bid Qualification of bidders received within the last date and time of submission of RFPs will be opened by NIELIT officials or any other officers authorized by NIELIT as per the Fact Sheet
16. **OPENING OF TECHNICAL BID :** Technical Bids of Bidders who qualify as per the pre-bid requirement criteria will be considered.
17. **OPENING OF FINANCIAL BID:** Financial Bids of Technically Qualified Bidders will be considered by the NIELIT officials.

- 18. 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.
- 19. RECTIFICATION OF ERRORS:** Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained after the bids are opened. Any interlineations, erasers, alterations, fluid-marking, additions or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with his/her signature. Arithmetic errors in bids will be corrected as follows:
- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
 - Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the evaluation committee, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern or whichever is logically correct.
 - Notwithstanding the above the decision of the Evaluation Committee shall be final and binding.
- 20. REJECTION OF BID:** Bids should be submitted in Online only. Manual Bids will not be accepted. Bids submitted by Telex, fax or email would not be entertained. Bid may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been black-listed by a central or any state government or has indulged in any malpractice/ unethical practice and has not honoured contractual obligation elsewhere. Under such circumstances necessary legal proceedings will be initiated. 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 nonconforming deviation or Reservation by the Bidder. The bidder may seek reason/clarification for rejection of its bid.
- 21. VALIDITY OF BID:** Bids shall be valid for acceptance for a period of at least **90 (Ninety) days** from the last date for submission till signing of the agreement or furnishing the Performance Security, whichever is later. The Bid with any lesser validity period is liable to be rejected.
- 22. UNDERTAKING FOR REASONABLENESS:** The bidder will give an undertaking with financial Bid that to the best of their knowledge and belief:
- Tendered rates are at par with the prevailing market rates and not more than the price usually charged for secure code of same nature/class or description from any private purchaser either foreign or as well as Government purchaser.

- b. In respect of indigenous items for which there is a controlled price fixed by law, the price quoted are not higher than the controlled price.
- c. Products supplied, will be of requisite specification and quality.

23. PRE-BID:

- i. In respect of clarifications sought, the following shall apply:
 - a. NIELIT reserves the right not to consider any condition that is found unacceptable.
 - b. If in NIELIT's opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by NIELIT and the accepted conditions will be incorporated in the TENDER DOCUMENT.
 - c. In respect of suggestions / alterations proposed, NIELIT may consider them and the result will be circulated to all bidders.
- ii. If NIELIT deems it appropriate to revise any part of this TENDER DOCUMENT or to issue additional data to clarify an interpretation of the provisions of this TENDER DOCUMENT, it may issue supplements to this TENDER DOCUMENT. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, official communication over email/ post, etc. will be communicated. Any such supplement shall be deemed to be incorporated by this reference into this TENDER DOCUMENT.
- iii. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, NIELIT, at its discretion, may extend the deadline for the submission of bids. Designated Contact person is as per fact sheet.

ABBREVIATIONS & DEFINITIONS	
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bidder	"Bidder" means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids and which is participating in the Bid. Also called "Offer-or" or "Quoter".
Contract	"The Contract" means a legally enforceable agreement entered into between NIELIT and the selected bidder(s) with mutual obligations.
TEC	Telecommunication Engineering Centre
Day	"Day" means a working day as per Government Of India (GoI).
DeitY	Department of Electronics & Information Technology, Government of India (GoI).
EMD	Earnest Money Deposit.
GoI	Government of India.

Fact Sheet

1	Tender ID	NIELIT/AGT/Software/09/2016	
2	Tender date	30 th September, 2016	
3	Selection Method	Pre-Qualification with Least Cost based selection	
4	Availability of RFP	RFP can be downloaded from NIELIT website http://nielit.gov.in or http://nielit.gov.in/agartala or deity.gov.in or http://eprocure.gov.in	
5	Earnest Money Deposit (EMD)	Earnest Money Deposit shall be payable in form of Demand Draft/Banker’s Cheque/FDR/TDR in favour of NIELIT Agartala Centre and payable at Agartala from any of the Nationalised Bank as per the following table:	
		Category	EMD Amount (in Rs.)
		Software	Rs. 80,000/-
6	Performance Security	10% of the total cost of ownership in specified format in favour of NIELIT Agartala Centre and payable at Agartala from any of the Nationalised Bank.	
7	Tender Value	Rs. 40.00 Lakh (approx.)	
8	Nodal Officer for correspondence and clarification	Shri Niladri Das Scientist-D NIELIT Agartala R.K. Nagar, (Opposite NEEPCO), Khayerpur, Bodhjunnagar, Agartala 799008, Tripura (West), Tel: 0381-2391010, email: niladridas@nielit.gov.in	
9	Last date of for Pre bid queries	14.10.2016 (10.00 AM)	
10	Pre bid conference	A pre-Bid meeting will be held on 17.10.2016 at 11:00 AM at NIELIT Agartala Centre.	
11	Last date of bid submission	Proposals must be submitted no later than the following date and time: 21.10.2016 (10.00 AM)	
12	Opening of Bid	25.10.2016 (02:00 PM)	

1. Background Information

1.1. Basic Information

- a) NIELIT invites Online Tenders through e-Procure Portal (<http://eprocure.gov.in/eprocure/app>) to this Request for Proposals (“RFP”) from OEMs Agencies/Authorized Partners (“Bidders”) for the provision of Software as described in this RFP, “Scope of Work”. **Manual Bids will not be accepted.**
- b) Any contract that may result from this RFP Process will be issued for a term of One year (“the Term”) which would include the Software supply, warranty and maintenance support. NIELIT may extend the maintenance & support service contract for further 1 year as per the terms & conditions mentioned in RFP.

1.2. About NIELIT

NIELIT is a 100% owned organization of the Department of Electronics and Information Technology (DeitY), Ministry of Communications & IT, Government of India, is actively engaged in Capacity Building and Skill Development in the areas of IT; Electronics; Communication Technologies; Hardware; Cyber Law; Cyber Security; IPR; GIS; Cloud Computing; ESDM; e-Governance and related verticals. NIELIT offers courses both in the Formal as well as the Non-Formal sectors of education and is also one of the National Examination body which accredit institutes / organizations for the conduct of courses in the Non Formal IT & Electronics Sectors. NIELIT has been mandated to undertake various projects under Capacity Building in IECT with the objective of creating human resources at various levels including development of employment and self-employment linked quality and cost effective training programmes, besides conducting IT Literacy programmes for the masses, especially targeted towards the rural/ underdeveloped areas in the country. NIELIT is also the preferred agency for many State Governments for rolling out IT Literacy programmes for its employees and the masses.

The current manpower strength at NIELIT comprises of about 644 regular employees and 2140 project-based employees at more than 34 locations in the country. NIELIT has PAN India presence through a network of about 900+ Accredited Institutes engaged in training of Non Formal courses for skill development of youth, especially from rural India. NIELIT also has a network of about 6000+ Facilitation Centres providing training in Digital Literacy.

NIELIT’s own centres are located at Agartala, Aizawl, Ajmer, Aurangabad, Calicut, Chandigarh, Chennai, Delhi, Gangtok, Gorakhpur, Guwahati, Tezpur, Imphal, Itanagar, Kohima, Chuchuyimlang, Kolkata, Lucknow, Patna, Shimla, Shillong, Lunglei, Jorhat, Silchar, Churachandpur, Ranchi, Senapati, Srikakulam, Leh with its Headquarters at New Delhi.

2. Instructions to the Bidders

2.1. General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the requirement. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the NIELIT on the basis of this RFP
- c) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

2.2. Compliant Tenders / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and Bidders are advised to study all instructions, forms, requirements and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.

2.3. Pre-Bid Meeting & Clarifications

- a) NIELIT shall hold a pre-bid meeting with the prospective bidders on Date, time & venue as mentioned in Fact sheet of this document.
- b) The queries should necessarily be submitted in the following format:

Table 1

S N	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1			
2			
3			

- c) NIELIT shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by NIELIT.

2.3.1. Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal Officer notified by the NIELIT will endeavor to provide timely response to all queries. However, NIELIT makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NIELIT undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, NIELIT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website of NIELIT <http://nielit.gov.in> or <http://agartala.nielit.gov.in> or deity.gov.in or eprocure.gov.in
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, NIELIT may, at its discretion, extend the last date for the receipt of Proposals.

2.4. Right to Terminate the Process

- a) NIELIT may terminate the RFP process at any time and without assigning any reason. NIELIT makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by NIELIT. The bidder's participation in this process may result NIELIT selecting the bidder to engage towards execution of the contract.

2.5. Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD of amount as mentioned in fact sheet, in the form of a Demand Draft or FDR or TDR or Banker's Cheque issued by any nationalized bank in favor of NIELIT Agartala Centre payable at Agartala, and should be valid for 90 days from the due date of the tender / RFP. The original payment instruments like Demand Draft etc as specified in this tender document have to be sent to the following address by post/speed post/courier/by hand on or before Bid Submission Closing Date & Time. Otherwise the tender will be summarily rejected without assigning any reason.

The Director In-charge
NIELIT Agartala Centre
R.K. Nagar, (Opposite NEEPCO), Khayerpur,
Bodhjurnagar, Agartala 799008, Tripura (West)

- b) EMD of all unsuccessful bidders would be refunded by NIELIT within 15 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance security.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

2.6. Submission of Responses

- a) The bidders should submit their responses as per the format given in this RFP in the following manner:
 - i. Response to Pre-Qualification Criterion
 - ii. Technical Proposal
 - iii. Commercial Proposal

- b) Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal. All rates/prices must be quoted in INR only
- c) The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter

2.7. Inspection and Acceptance

Acceptance Test will be conducted as follows:

- a. Final Acceptance Test (FAT): After successful installation and configuration of the Software(S) in accordance with the requirements as mentioned in Contract, Final Acceptance Test will be conducted. After successful testing, Acceptance Test Certificate will be issued by NIELIT or any Team constituted by NIELIT.
- b. The date on which Acceptance certificate is issued shall be deemed to be the date of successful commissioning of the /software(s).
- c. Any delay by the Vendor shall render the Vendor liable to the imposition of appropriate Penalties/LD Clause.
- d. Vendor shall provide details of Acceptance Test Procedure (ATP) to NIELIT as per tender specifications & will demonstrate system specifications as per ATP to NIELIT. During ATP vendor shall use their own tools, equipment. NIELIT will not provide any test instrument/tools.
- e. Final payment will be made after satisfactory testing, commissioning and acceptance of the complete system.
- f. **The system will be considered as installed and accepted only after successful uninterrupted operation of the entire system at site for period of minimum 15 days.**
- g. Acceptance Test shall be conducted, before commissioning by NIELIT and it's representative. The tests to be carried out, test procedures, test schedules, test equipment and tools, and expected test results are to be provided by the vendor to meet all the specified parameters/ service requirements. The date on which Final Acceptance Certificate is issued shall be deemed to be the date of successful commissioning of the Systems.

2.8 Training to NIELIT/Department

Bidder shall provide training to the personnel nominated by the NIELIT to enable them to have sufficient knowledge and skill to effectively manage, maintain, use and operate these software(s) and to change/modify any configuration parameters during installation, warranty and O&M period.

On-site training during the installation of the Systems shall be arranged by the Bidder. Arrangement of all training materials such as manuals, drawings, brochures etc. shall be the responsibility of the Bidder.

2.9 Preparation and Submission of Proposal

2.9.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NIELIT to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

NIELIT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.9.2 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.10 Evaluation process

A Proposal evaluation committee shall be constituted by the NIELIT. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

2.10.1 Tender Opening

Pre-Bid Qualification Envelopes of bidders received within the last date and time of submission of RFPs will be evaluated by NIELIT officials or any other officers authorized by NIELIT.

Technical Bid Envelopes of Bidders who qualify as per the pre-bid requirement criteria will be considered by NIELIT officials or any other officers authorized by NIELIT.

Financial Bids of Technically Qualified Bidders will be considered by the NIELIT officials or any other officers authorized by NIELIT.

2.10.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 90 days from the date of submission of Tender.

3 Criteria for Evaluation

3.1 Pre-Qualification (PQ) / Eligibility Criteria

Table 2

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Sales Turnover in Hardware / Software Sales & Maintenance services	Average Annual Turnover during each of the last three financial years (FY 2012-13, 2013-14, 2014-15), should have a minimum of Rs. 50 Lakhs that is generated from Hardware supply and their associated maintenance services, packaged software, etc.	Certificate from Chartered Accountant or Self-certified Financial year-wise extracts from Certified /Audited Financial Statements / Annual Accounts for last three financial years.
2	Bidder should be a Company/firm registered under the Indian companies act (or) a firm registered under the Limited Liability Partnership Act, 2008 (or) a firm registered under the Partnership Act, 1932 (or) a Proprietorship Firm for last 5 years.		Certificate of Incorporation and Articles of Association of the Participant in case of Company / Limited Liability Partnership Agreement in case of LLP
3	Certificates	<p>Apart from company / firm registration, Participant must have registered under the following:</p> <ul style="list-style-type: none"> ▪ Valid Service Tax Registration Certificate ▪ Valid Value Added Tax (VAT) registration Certificate ▪ Income Tax Return for last three FY (2012-13, 2013-14, 2014-15) 	Copy of all the mentioned certificates/ITR certified by authorized signatory
4	Letter of authorization from OEM	The bidder should be an OEM (and/or Original equipment manufacturer and Software Developer for system software, database, etc.) or their authorized representative. In case of authorized representative, a letter of authorization clearly stating the software for which the authorized representative is representing on behalf of the original manufacturer (OEM) must be furnished.	Letter of authorization; as per template provided
5	Technical Capability Bidder should be an established Information Technology experienced in IT Software & their	<p>Bidder must have successfully undertaken at least the following numbers of similar* assignments.</p> <p>(*Similar refers to delivery & commissioning of</p>	Completion Certificates from the client

S. No.	Basic Requirement	Specific Requirements	Documents Required
	associated maintenance services, packaged software, etc.)	<i>Software/software, packaged software & their associated maintenance & support services, etc.)</i> value of engagement(s) are specified herein: <ul style="list-style-type: none"> ▪ One assignment of similar nature not less than the amount of Rs. 30 Lakhs each; OR ▪ Two assignments of similar nature not less than the amount of Rs. 20 Lakhs each; OR ▪ Three assignments of similar nature not less than the amount equal to Rs. 15 Lakhs each; 	
6	The Bidder (in case of OEM) preferably should have ISO 9001:2000/2008 Certificate		Copy of Valid ISO 9001:2000/2008 certificate to be submitted certified by authorized signatory
7	Local Service Centres	The bidder should have presence in Agartala/Guwahati/Kolkata with support Centres. The bidder should have technical manpower with experience to provide service for support under this contract.	A Self Certified letter by authorized signatory
8	Participant should not be an entity which has been black-listed by Government	A self-certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as on bid submission date, must be submitted on original letter head of the bidder with signature and stamp	Self-Certified letter by authorized signatory

3.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical evaluations. The software offered should meet all the technical and functional specifications given in the section “Scope of Work”. Non-compliance to any of the technical and functional specification will attract rejection of the proposal.

3.3 Commercial Bid Evaluation

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) Any conditional bid would be summarily rejected.

4 Appointment of vendor

4.1 Right to reject Proposal

NIELIT reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NIELIT action.

4.2 Performance Security

NIELIT will require the selected bidder to provide an *irrevocably, unconditional* Performance Security in the form of an Account payee Demand Draft/Fixed Deposit Receipt/Term Deposit Receipt/Bank Guarantee from a Nationalised bank, before issue of Purchase Order/Signing of contract, for a value equivalent to 10% of the total cost of ownership. The Performance Security should be valid for a period of **12 months** from the date of award of contract. In case the selected bidder fails to submit performance security within the stipulated time, NIELIT at its discretion may cancel the order to be placed on the selected bidder without giving any notice and forfeit the EMD. NIELIT shall invoke the performance security in case the selected Vendor fails to discharge their contractual obligations during the period or NIELIT incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.3 Signing of Contract

Post submission of Performance Security by the successful bidder, NIELIT shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between NIELIT and the successful bidder.

5. Terms and Conditions: Applicable Post Award of Contract

5.1 Termination

a. Termination for Default

- i. The tender sanctioning authority of NIELIT may, without prejudice to any other remedy for breach of contract, by giving a written notice of 15 days to the contractor, terminate the contract in whole or in part if the contractor: -
 - A. has abandoned or repudiated the Contract; or
 - B. has without valid reason failed to commence work on the project promptly; or
 - C. persistently fails to execute the Contract in accordance with the terms of contract or persistently neglects to carry out its obligations under the Contract without just cause; or
 - D. refuses or is unable to provide sufficient Documentation, Services, or labour to execute and complete the project in the manner specified in the agreed and finalized Project Plan; or
 - E. fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by NIELIT; or
 - F. fails to perform any obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

- G. In the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- H. Commits breach of any condition of the contract.
- ii. If NIELIT terminates the contract in whole or in part then amount of Performance Security Deposit (PSD) will be forfeited.
- iii. Procedure to Black-List the bidder will be initiated.

b. Termination for Insolvency

- i. NIELIT may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NIELIT.

c. Termination for Convenience

- i. NIELIT, by Notice of, 30 Days, 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 bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

5.2 Liquidated Damages

- a) Notwithstanding NIELIT's right to cancel the order, liquidated damages for late delivery table 3.
- b) Liquidated damages for late commissioning **Table 3** subject to a maximum of 10% of the value of the order value.
- c) Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- d) NIELIT reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by NIELIT to the bidder. Liquidated damages will be calculated on per week basis.

5.3 Limitation of Liability

- a) The Bidder shall be liable to the NIELIT for damages that may have been suffered by NIELIT on account of time and cost overruns attributable to the Bidder.
- b) Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

- c) The total cumulative liability of either party arising from or relating to this contract shall not exceed the total amount paid to the Bidder by the client under that applicable statement of work that gives rise to such liability (as of the date the liability arose); provided however, that this limitation shall not apply to any liability for damages arising from (a) Willful misconduct or (b) Indemnification against third party claims for infringement.

Table 3

S.No.	Condition	LD %
a.	Delay up to 7 days of the prescribed period of delivery, successful installation and completion of work	2.5
b.	Delay between 8-14 days of the prescribed period of delivery, successful installation and completion of work	5.0
c.	Delay between 15-21 days of the prescribed period of delivery, successful installation and completion of work	7.5
d.	Delay between 22-30 days of the prescribed period of delivery, successful installation and completion of work	10.0
e.	Delay more than 30 days	Termination of Contract
LD% - Liquidated Damage Charges in terms of percentage of the value of Contract.		

5.4 Penalty

- a) Any complaint to be addressed in the Next Business Day (NBD) and problems to be rectified within 24 Hours of reporting. In case the reported problem is not identified and rectified, a penalty of 0.1% of the Project Cost for per day of Delay subject to a Maximum of 10% of the project cost.
- b) In case the %age of Penalty levied is more than 10% of the Total Project cost, then the following action will be initiated:
- c) Termination of Contract as mentioned in Section 5.1 a (i – iii).

5.5 Dispute Resolution Mechanism

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Agartala and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The Provisions of this RFP shall be governed and construed in accordance with the Laws of India and would come under the exclusive jurisdiction of the Courts in Agartala.

5.6 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or NIELIT as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.

- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or NIELIT shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

6 Technical Requirements

The Bidder shall note that the specification provided is the minimum requirement and can supply better specification if required. The Bidder shall be responsible for supply of the Software and installation at NIELIT Agartala Centre.

Successful bidder will be expected to bring all the installation equipment and tools required for the installation of the system. All the work shall be done in a conscientious manner as per the OEM guidelines and best industry practices.

NIELIT shall perform the acceptance test (AT) ensuring that all the Software and software supplied are performing as per the specification. NIELIT would issue certification of completion after verifying availability of all the Software and software.

The bidder should provide all relevant documentation including:

- Original Manuals, Data Sheets, Installation Documents and any other documents relevant to the Software, software and peripherals supplied by the Bidder.
- Documentation should be provided by the selected Bidder on a regular basis as and when desired by NIELIT during the entire period of Contract.

The Bidder shall create an MIS Report with list of complaints and the solutions provided and send to NIELIT every month mentioning the performance status of all Software supplied by the bidder for the previous month. The monthly report should include:

- Issues / Complaints report
- Summary of systems rebooted or formatted
- Consolidated SLA / non-conformance report
- Software license violations

Any update of the antivirus software supplied by the vendor or the update in virus signatures should be sent to NIELIT immediately.

7 Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to NIELIT for the duration of this contract.

7.1 SLA Signing

The successful bidder has to sign a SLA with the NIELIT (on Rs.100/-Stamp paper) within 10 days of issuing the LOA for the provision and execution of services as per the tender terms.

7.2 Format of SERVICE LEVEL AGREEMENT

This Agreement dated is made by and between with its registered office located at and with its corporate office located at through Shri, duly authorized by the Board resolution dated (hereinafter appropriately referred to as "Service Provider" which term shall include its successors and permitted assigns), of the One Part

And

NIELIT Agartala Centre Bodhjunnagar Agartala-Tripura having its head office at 6, CGO Complex , Electronics Niketan New Delhi through (hereinafter referred to as "NIELIT" which term shall include in its successors and permitted assigns of the OTHER PART

WHEREAS:

Service Provider is willing to provide NIELIT Agartala with the Supply and Installation of Software accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth below, and in the Attachments hereto which form an integral part of this Agreement, the Parties hereby agree to the following:

1. Delivery Period

The Delivery, installation & commissioning shall be completed within 30 (Thirty) days from placement of the purchase or work order. Any delay by the Tenderer in the delivery of goods and services shall render the Tenderer liable to any or all of the sanctions viz. invocation of Bank Guarantee / forfeiture of security deposit, imposition of liquidated damage, blacklisting etc.

If the tenderer fails to deliver any or all of the goods and services or complete the installation / commissioning within the period specified in the purchase / work order, the The support personnel should be available over phone. On critical situations or when directed by NIELIT, the support personnel must be available on site within 24 hours of request from NIELIT at the office/locations. Non-availability of the support personnel as stated above will be treated equivalent to single occasion of non-conformity.

2. Service Outage Reporting

Bidder must provide with 24*7*365 emergency number to reach a support person and their backup in the event of equipment failure.

3. Process for resolving performance issues

Any performance issues on the part of <Service Provider> shall be discussed within four hours of their occurrence by <Company> management. This can be in the form of a face-to-face meeting or an electronic conference via Skype, GotoMeeting or other accepted conference system. Issues will be presented by <Company> representatives and <Service Provider> will have the opportunity to explain its performance. Minutes of such meetings will be recorded. If <Service Provider> accepts report by <Company> it will have 72 hours to remediate the issue. If <Service Provider> rejects

report by <Company> it will have 24 hours to provide a suitable explanation and proposal for remediation.

7.3 Remedies for failure to provide acceptable performance, escalation procedures

Heavy penalties shall be levied as per the Liquidated Damages clause mention in this tender in case of delay in implementation of the Software as per the time schedule provided by the Bidder.

7.3.1 Implementation Service Levels

Measurement	Target	Severity	Penalty
Installation of Software	1. Implementation Service Levels	Critical	Penalty of 0.05% of quoted amount per day for first one week, 0.5% per day for second week onwards subject to a maximum of 10% penalty computed on total value of Contract (inclusive of taxes). The penalty will be calculated on the total value of the contract irrespective of whether a certain portion of equipment has been installed and commissioned. Penalty will not be calculated with effect from the day upon full installation and commissioning.

7.3.2 Manpower Related Service Levels

The support personnel should be available over phone. On critical situations or when directed by NIELIT, the support personnel must be available on site within 24 hours of request from NIELIT at the office/locations. Non-availability of the support personnel as stated above will be treated equivalent to single occasion of non-conformity.

Measurement	Target	Penalty
Number of occasion of non-conformity	Upto 5 in a year	No penalty
	More than 5 occasion of non-conformity in a year	0.2% of the Performance Bank Guarantee for every occasion of non-conformity exceeding 5
	More than 25 occasion of non-conformity in a year	0.5% of the Performance Bank Guarantee for every occasion of non-conformity exceeding 25 (in addition to the penalty for exceeding 5 occasion of non-conformity as mentioned above)

7.4 Protection of intellectual property

<Service Provider> agrees to safeguard any intellectual property (IP) developed in the course of providing the aforementioned services to <Company>. <Company> agrees to safeguard any IP the <Service Provider> makes available to it in the course of this agreement.

7.5 Compliance with legislation, regulations, practices

<Service Provider> warrants that the services to be provided are in compliance with all applicable

laws, statutes, regulations and other legal provisions applicable to this agreement.

7.6 Termination of agreement

1. The Contract in whole or part can be terminated at the option of the NIELIT, if the NIELIT for any reason whatsoever does not require the whole or part of the job thereof as specified in the tender to be carried out and in the said event the NIELIT shall give notice of the fact with reason to the Tenderer / Bidder, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of termination of contract by the NIELIT and of any alterations having been made by the NIELIT in the original specification or the designs and instruction which shall involve any curtailment of the work contemplated.
2. The Institute without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case he fails to honour his bid / contract without sufficient grounds or found guilty for breach of condition /s of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff.

7.7 ARBITRATION:-

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Agartala and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The Provisions of this RFP shall be governed and construed in accordance with the Laws of India and would come under the exclusive jurisdiction of the Courts in Agartala, (Tripura).

Date:

**Name and Signature of Tenderer/ bidder
with Corporate Seal**

Witnesses

1.

2.

8 Details on Scope of Work

The scope of work for this RFP will include the following activities:

- Supply, installation, configuration and commissioning of Software (system software and any other software required) at NIELIT Agartala Centre.
- Maintenance of the supplied software along with all patches and upgrades for 1 year.

Software to be supplied shall be of latest versions.

IMPORTANT NOTE: The bid for same software cannot be submitted both by the OEM and by its Authorized Representative. Whether an OEM or its authorized representative bids for the tender may have to furnish a letter categorically stating that the said firm/agency is bidding exclusively for the said component and no authority has been given to any other agency/firm.

Table 1: Software

Sl No	Item Name & Description / Specification	Units (1)
1	Microsoft OVS-ES Subscription Program for minimum 2 years Desktop Edu ALNG Lic/SA Pack OLV E 1Y Academic Ent including Windows Desktop Operating System Upgrade (Latest) Microsoft Office (Latest) and Microsoft Office for Mac Edition (Latest) Microsoft Core CAL Suite which includes – Windows Server CAL Exchange Server Standard CAL SharePoint Server Standard CAL Lync Server Standard CAL Systems Center Configuration Manager Client Management License System Center Endpoint Protection	100
2	Windows Server 2012 OS, Standard Edition	5
3	Linux OS Enterprise Edition (RHEL or Cent OS), Latest	1
4	MS SQL Server 2014 Standard Edition	1
5	Oracle DBMS 12c Standard Edition	1
6	IBM SPSS Statistics Premium, Concurrent Access Edition	1
7	Network security attacks detection & analysis software (IDS/IPS); Detection of TCP SYN flooding, Detection of UDP Flooding, Filtering of Packets, Routing Protocol, Finding of Round Trip Time, known attack, email tracer, smurf attack etc.	2
8	Boson Kit for CCNP	1
9	8085 software simulator Windows / Linux compliant	1
10	8086 software simulator Windows / Linux compliant	1
11	Visual Studio Professional DVD media kit, one license, latest(2015) professional edition	1
12	Antivirus Server + Client Server, with management Console, for 150 - 250 clients	1
13	Xilinx ISE 14.3, Xilinx ISE Design Suite: System Edition 14.3 or latest version (25 users license, perpetual type)	1

14	MATLAB SOFTWARE Comprising followings:- <ul style="list-style-type: none"> • Basic MATLAB • SIMULINK • Communication Toolbox • DSP System Toolbox • Signal processing Toolbox (Latest available version) Perpetual Concurrent Network Academic 10 user License	1
15	OrCAD Pspice University Suite Software consisting of 1.OrCAD Capture, 2.Orcad CIS 3.PSPice A/D, 4.Pspice Advanced Analysis, 5.Pspice SLPS Option 6. OrCAD PCB Designer 7. OrCAD Sig Xp (Latest available version) Perpetual Concurrent Network Academic 10 user License	1

8.1 No Advance Payment

No advance payment will be made to any supplier.

8.2 Installation of Software

The items should be installed and demonstrated by the supplier at the site of the consignee immediately after receipt of the item and the same will be put under operation to the satisfaction of NIELIT who will test the performance of the items. No separate charges for installation / demonstration will be paid to the party beyond the quoted prices.

8.3 Warranty period, maintenance & technical support

The warranty period of an item shall commence after receipt of the items in good working condition and from the date of its satisfactory installation and acceptance test by the consignee. The warranty period and validity of Performance Security shall be extended for the period of delay in satisfactory installation and delay in warranty services.

All the software shall be covered under **One** year warranty with provisions of all patches and future upgrades.

8.4 Deliverables & Timelines

The Bidder should deliver the Software within four weeks from the date of issuance of purchase Order.

9 Payment Terms and Procedure

9.1 Payment Schedules

The payment amount will be equal to the amount specified in financial bid of the bidder. Payments will be released only on satisfactory acceptance of the deliverables for each software application (as mentioned

in this RFP) as per the following schedule (Income Tax may be deducted at source at the applicable items and to the extent of applicable Govt. rate):

- 1) **80%** of the Contract amount shall become payable by the NIELIT after the complete delivery of all items as per the RPF.
- 2) **20%** of the contract Amount shall become payable by the NIELIT upon completion of setup configuration and test acceptance.

Form 1: Compliance Sheet for Pre-qualification Proposal

S. No.	Basic Requirement	Documents Required	Provided	Reference & Page Number
1	Earnest Money Deposit	Demand Draft / FDR	Yes / No	
2	Particulars of the Bidders	As per Form 2	Yes / No	
3	ISO 9001:2000/2008 certificate	Copy of Valid ISO 9001:2000/2008 certificate	Yes / No	
4	Sales Turnover in Supply & Installation of Lab Equipment	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
5	Technical Proposal	As per Format Form 3	Yes / No	
6	Letter of proposal	Letter of proposal; as per template provided (Form 4)	Yes / No	
7	Technical Capability	Completion Certificates from the client	Yes / No	
8	Local Service Centers	A Self Certified letter by an authorized signatory	Yes / No	
9	Quality Certifications	<i>[As relevant]</i>	Yes / No	
10	Legal Entity	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate	Yes / No	-
11	Letter of authorization from OM	Letter of authorization from OM	Yes / No	
12	Non Blacklisting Certificate	A self-certified letter	Yes / No	

Form 2: Particulars of the Bidders

S. N.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company/Firm	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of Company/Partnership firm registration	
G	Details of registration with appropriate authorities for service tax	
H	Details of registration with appropriate authorities for ISO	
I	Copy of PAN	
J	Details of registration with appropriate authorities for VAT	
K	Details of registration with appropriate authorities for CST with validation	
L	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Compliance Sheet for Technical Proposal

Sl No	Software/application Requirement	Proposed Software/application	Version & Year of Release	Warranty/Support as required as per RFP	Features mandated in RFP
1	Microsoft OVS-ES Subscription Program for minimum 2 years Desktop Edu ALNG Lic/SA Pack OLV E 1Y Academic Ent including Windows Desktop Operating System Upgrade (Latest) Microsoft Office (Latest) and Microsoft Office for Mac Edition (Latest) Microsoft Core CAL Suite which includes – Windows Server CAL Exchange Server Standard CAL SharePoint Server Standard CAL Lync Server Standard CAL Systems Center Configuration Manager Client Management License System Center Endpoint Protection				
2	Windows Server 2012 OS, Standard Edition				
3	Linux OS Enterprise Edition (RHEL or Cent OS), Latest				
4	MS SQL Server 2014 Standard Edition				
5	Oracle DBMS 12c Standard Edition				
6	IBM SPSS Statistics Premium, Concurrent Access Edition				
7	Network security attacks detection & analysis software (IDS/IPS); Detection of TCP SYN flooding, Detection of UDP Flooding, Filtering of Packets, Routing Protocol, Finding of Round Trip Time, known attack, email tracer, smurf attack etc.				
8	Boson Kit for CCNP				
9	8085 software simulator Windows / Linux compliant				
10	8086 software simulator Windows / Linux compliant				

11	Visual Studio Professional DVD media kit, one license, latest professional edition				
12	Antivirus Server + Client Server, with management Console, for 300-350 clients				
13	Xilinx ISE 14.3, Xilinx ISE Design Suite: System Edition 14.3 or latest version (25 users license, perpetual type)				
14	MATLAB SOFTWARE Comprising followings:- <ul style="list-style-type: none"> • Basic MATLAB • SIMULINK • Communication Toolbox • DSP System Toolbox • Signal processing Toolbox (Latest available version) Perpetual Concurrent Network Academic 10 user License				
15	OrCAD Pspice University Suite Software consisting of 1.OrCAD Capture, 2.Orcad CIS 3.PSPice A/D, 4.Pspice Advanced Analysis, 5.Pspice SLPS Option 6. OrCAD PCB Designer 7. OrCAD Sig Xp (Latest available version) Perpetual Concurrent Network Academic 10 user License				

Form 4: Letter of Proposal**BID FORM**

Date.....

Bid No.....

To

The Director-in-Charge,
National Institute of Electronics and Information Technology,
R.K. Nagar (Opposite to NEEPCO), Khayerpur, Agartala,
West Tripura, P.S. –Bodhjungle, PIN-799008

Sir,

Having examined the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply in conformity with the said Bid documents in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods within the delivery period as specified in the Bid document of as mentioned in Annexure-I. We will also submit the Performance Security for an amount equal to 10% of the contract value.

We agreed to abide by all Terms and conditions of this Bid for a period of 90 days after the date fixed for Commercial Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”, if we are found in Bid pooling which is against law and involved fraudulent or corrupt practices my / our firm may be black listed.

Further we also certify that our organization is not blacklisted by any Govt. Department as on date.

Dated_____

(Signature)
SEAL

INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll” on the CPP. Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.