



**National Institute of Electronics and Information
Technology,
Electronics Niketan Building, 6, CGO Complex,
Lodhi Road, New Delhi - 110 003, India**

TENDER for Procurement of Link Analysis Software

[Reference No. NIELIT/CCU/Tech/14/12(P2-5)Dated 09.03.2015]

Place for opening of the bid	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	16.03.2015 at 11:00 AM
Date & Time of Opening of Technical Bid	16.03.2015 at 11:30 AM
Pre-Bid Meeting	12.03.2015 at 11:00 AM

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

NOTICE INVITING TENDER

On behalf of SFIO, NIELIT invites competitive bids from the eligible bidders for the procurement of “Link Analysis Software” software.

Sr. No.	Activity/Milestone	Date/Details
1.	Cost of Tender Document (non Refundable)	Rs.1000/-
2.	Earnest Money Deposit (EMD) for Category-1	Rs.50,000/-
3.	Estimated Cost	Rs.15.00 – 20.00 Lacs
4.	Bid Submission End Date&Time	16.03.2015 at 11.00 AM
5.	Technical Bid Opening Date & Time	16.03.2015 at 11.30AM
6.	Pre-Bid Meeting	12.03.2015 at 11:00 AM
7.	Financial Bid Opening Date & Time	Will be intimated later to the Technically qualified bidders
8.	Website for downloading Tender Document, Corrigendum's, Addendums etc.	http://www.nielit.gov.in http://eprocurement.gov.in http://www.deity.gov.in http://www.sfio.nic.in
9.	Validity of TENDER	180 Days from the date of bid submission

Queries related to bid may be sent to **shameem@nielit.gov.in**

Managing Director
NIELIT (HQ.) New Delhi

INFORMATION TO BIDDERS

1. The bids shall be considered in the prescribed Format only that is downloadable from the URL <http://www.nielit.gov.in/tenders.aspx>. No physical sale of TENDER document form will be done.
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. Each offer shall specify only a single solution which is cost effective and meeting the tender specifications and it is the responsibility of the Bidder to decide the best of breed solution.
6. **The bidder shall provide all the software and components required to install and operate/run the application software including Database required whether Open Source or licensed.**
7. System should include the quality aspects like user friendliness, Secure, Interoperability, Modifiability, Integrality and Extensibility, Maintainability, Scalability and Modularity etc.
8. **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.
9. **Adherence to Schedule:** The Bidder has to adhere to the time schedule of activities mentioned in the TENDER 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.
10. The Bidders would/may be asked to make presentation on technical and operational aspect including the demonstration of the technology submitted in form of the Bid.
11. **Submission of Bid:** The technical and financial bids should be submitted as mentioned in the Section-4. Submission of bids in any other format may result in invalidation of such bids. Any technical or financial bid submitted cannot be modified after the closing date and time for submission of the bids offers unless specifically permitted by NIELIT.
12. **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.
13. **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.

14. AUTHENTICATION OF BID

The Bid Document shall be signed by a person or persons duly authorized to bind the organization 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 sign all pages of the Bid Document and each page of the bid document should be properly numbered. Corrections/findings in the bid shall be authenticated by signature of the authorized signatory. **All the Bidders have to abide by all the terms and conditions mentioned in this TENDER.**

15. ENCLOSING OF BID

The bids shall be enclosed as mentioned in **Section 4** of this TENDER.

16. ADDRESS FOR SUBMISSION OF BID

Bid complete in all respect shall be delivered to:

**National Institute of Electronics and Information Technology (NIELIT),
Electronics Niketan Building,
6, CGO Complex,
Lodhi Road, New Delhi - 110 003, India**

Last date of submission of bid is 16.03.2015 at 11:00 AM

In addition to the above, all envelopes including the inner envelopes shall indicate the name and address of the 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.

17. LATE BIDS

Any Bid received by NIELIT after the deadline for submission of Bids prescribed in this document, 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.

18. OPENING OF TECHNICAL BIDS:

NIELIT will open technical bid as per schedule. The bidder may depute their representative (maximum 2 nos.) for the event. The Bidder's representatives who are present shall sign the attendance roll evidencing their attendance. Even if no representative of the bidder is available, the Bids would be opened 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.

19. ANNOUNCEMENT OF BIDS:

The Bidder's names, modifications, if any in the Performa and the presence or absence of requisite fees and such other details will be announced at the opening of technical Bids. No bid will be rejected at bid opening except for late bids.

20. 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.

21. 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.

22. OPENING OF FINANCIAL BIDS:

Financial Bids will be opened and compared after the technical evaluation. The financial bids of only technically qualified bidders will be opened. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by NIELIT during opening of financial Bid. NIELIT will prepare minutes of the Financial Bid Opening. The date, time and venue of opening of financial bid will be intimated later through e-mail/phone to the technically qualified bidders.

23. 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. Information must be furnished in comprehensive manner against each column of Bid Document.

24. 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.

25. REJECTION OF BID:

The Bid shall be submitted duly filled by downloading application form in TENDER from NIELIT website. 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 honored contractual obligation elsewhere.

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.

26. VALIDITY OF BID:

Bids shall be valid for acceptance for a period of at least 180 (One Hundred and Eighty) 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.

27. UNDERTAKING FOR REASONABLENESS

The bidder will give an undertaking with financial bid that to the best of their knowledge and belief:

- a. 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. Services/Products/Goods supplied, will be of requisite specification and quality.

28. ENQUIRIES AND CLARIFICATIONS:

- i. In respect of clarifications sought, the following shall apply:
 - NIELIT reserves the right not to consider any condition that is found unacceptable.
 - 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.
 - 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 or to issue additional data to clarify an interpretation of the provisions of this TENDER, it may issue supplements to this TENDER. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, official communication over email/ post, etc. will be communicated to all the bidders by e-mail. Any such supplement shall be deemed to be incorporated by this reference into this TENDER.

- 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:

Shri Shameem Khan, Joint Director (Systems)
National Institute of Electronics and Information Technology,
Electronics Niketan, 6, CGO Complex, New Delhi – 110 003, India
Ph No: +91 11 24367715
Email: shameem@nielit.gov.in

SECTION 1

1.1 About NIELIT

NIELIT is an autonomous scientific society of Department of Electronics and Information Technology (DeitY), Govt. of India and is engaged in carrying out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology [IECT]. NIELIT is engaged both in Formal and Non-Formal Education in the area of IECT besides development of industry oriented quality education and training in the state-of-the-art areas. Also it is engaged in Capacity Building in the field of e-Governance and Electronics Sector Design Manufacturing [ESDM] besides IT Projects.

It has its presence at 31 locations i.e. at Agartala, Aizawl, Ajmer, Aurangabad, Calicut, Chandigarh, Shimla, Chennai, Delhi, Gangtok, Gorakhpur, Lucknow, Guwahati, Tezpur, Silchar, Jorhat, Kokrajhar, Imphal, Itanagar, Kohima / Chuchuyimlang, Kolkata, Churachandpur (Manipur), Lunglei(Mizoram), Senapati, Patna, Shillong, Srinagar, Jammu, Leh & Ranchi with its Head quarters at New Delhi.

NIELIT is providing consulting services to SFIO for setting up of Computer Forensics Lab facility at Paryavaran Bhawan, CGO Complex, New Delhi.

1.2 About SFIO

The SFIO is a multi-disciplinary organization under Ministry of Corporate Affairs, consisting of experts in the field of accountancy, forensic auditing, law, information technology, investigation, company law, capital market and taxation for detecting and prosecuting or recommending for prosecution white-collar crimes/frauds.

SECTION 2

FEATURES OF THE SOFTWARE TO BE PROCURED

2.1 Introduction

SFIO is looking for “Link Analysis” Software for assistance in investigations. The software may have to be customised (if required) as per the requirements of the SFIO. OEMs/reputed vendors / authorized agencies / resellers of software having similar tools available with them which meets the following features may apply for the bid.

2.2 Features of the Software

2.2.1 Link Analysis Software Features

Sr. No.	Particulars
1.	Link Analysis software to read structured & unstructured data , coupled with techniques of Data Crawler, Aggregation or easily integrated with other similar solutions
2.	A network link analysis solution that allows users to understand the directorship patterns and unlock hidden insights
3.	Show relationship across various entities in intuitive fashion to enable decision making
4.	Interactive Visuals : Ability to start at high level and drill down to raw data sources
5.	Data Sources : Ability to connect to multiple data sources, including Excel, Oracle, DB2 , other relational databases and NoSQL databases
6.	User Configuration/Controls within visualization at ease – ability to reduce and increase the cluster size, filter based on data using quantitative as well as free text, and customise the visual appearance such as link distance, overall network size, partial selection of data etc.
7.	Easy to Customise within minimal time for specific business needs to expand
8.	Search Enabled : Search for a specific entity in visual network
9.	Annotation : Select and highlight specific data elements or annotate specific insight to be shared
10.	Alert Mechanism : Ability to set business rules to show exceptions or anomalies as part of data
11.	Export : Provide option to export the visualization as PPT, PDF
12.	Data State Retention : Ability to store the analysis steps so that state of visual is not lost
13.	Share the analysis : Visual Output can be shared as URL state retention or as image
14.	Expose Data/API : This application should expose data API so that other applications can read this data at later stage.
15.	Authentication: Ability to setup role based access and also to connect to

Sr. No.	Particulars
	Active Directory, LDAP or SSO engines.
16.	The expectation is that the visual representations would be evolved and created by deploying creative, design techniques.
17.	The vendor would produce automated, analytical visualizations with accompanying text that will offer scientific and operational insights
18.	Supports multiple form factors – Desktop Web, Mobile Web (iOS Safari, Chrome etc,) Static output (PNG,JPEG)
19.	Should be rich client software for link analysis and visualization of complex networks.
20.	Should be also capable of importing the data directly without sending it to a complex database system.
21.	Should also have different data transformation capabilities to normalize the structured data like add prefix or suffix, remove prefix or suffix, substitute from selected files, merge Columns, Replace Values, trim characters
22.	Should help users to quickly visualize and identify the common elements and connections hidden within data
23.	Should graphically present results making them more accessible and easier to understand.
24.	Should produce dynamic briefing charts by including photographs, and electronic documents.
25.	Should rapidly change the representation and emphasis of chart from link style to timeline style and vice versa.
26.	Should easily navigate charts and search for Elements of data within them.
27.	Should provide capability to Print charts or distribute them electronically. All reports should be exportable to CSV, Excel and pdf formats.
28.	Should support Network Analysis on various centralities like betweenness, closeness, Eigenvector and Degree etc.
29.	Betweenness - Find the gatekeeper entries who may control the information flow between different parts of the network.
30.	Closeness - Find the entries who may have the best access to other parts of the network and visibility of activities within the rest of the network.
31.	Degree - Find the entities who may be the most active in the network based on the number of direct links to other entities.
32.	Should obtain maximum value from data by using the advanced analysis tool to analyze data from a high level overview right down to the smallest detail.
33.	The range of analytical tools should include: list items, entity matching, visual search for investigation, Find Association, Find linked Analysis, Identify Clusters.
34.	Should allow automatically generate charts by importing data from source data files like csv, tsv, xls, xlsx and from data held in the clipboard.
35.	Import Specification can be saved and used again for generating charts.
36.	Should support mapping of chart entity on maps like Google Earth & ESRI

Sr. No.	Particulars
	Maps as well as export .KML files.
37.	Should allow user to open multiple tabs for simultaneous working on multiple charts.
38.	Should provide features for filtering the entities based on their attributes & dates and also render them in form of Histograms & Heat Maps.
39.	Should provide features for Conditional formatting of the charts and entities, i.e. changing the Layouts of the charts & items in terms of the Line color, type and thickness, etc. based on attribute Values, Link Directions, Social Network Analysis.
40.	Should support various charting schemes for Link analysis like Circular, Grouped, Peacock, Theme Line, Time Line, Hierarchy, Packed Layout & Print Layout etc.
41.	Should support advanced Link Analysis features like narrowing down on the Analysis by applying filters on various attributes.
42.	Should support Link & Network Analysis of entities with unlimited degree of separation
Security	
1.	System shall grant access to only authenticated users.
2.	System shall grant access to data only on a “need to know” basis. Thus visibility of data should be decided based verification of user privileges.
3.	System will provide a role based access to users. Roles will govern what users can “see” in the system and what they are authorized to do.
4.	System shall have the provision for accountability and audit trail to ensure the tasks performed by users are traced back to them.
Other Functional Requirements	
1.	<p>The application platform should support exporting the data into a variety of data representation formats. Currently, this includes (but need not be restricted to)</p> <ul style="list-style-type: none"> i. CSV: Comma Separated Value files ii. JSON: JavaScript Object Notation iii. XML: eXtensible Markup Language iv. XLSX: OpenXML format for spreadsheets <p>The application platform should also support output in the form of:</p> <ul style="list-style-type: none"> i. HTML: HyperText Markup Language ii. PDF: Portable Document Format iii. SVG: Scalable Vector Graphics (specifically for the visual elements) <p>PPTX: OpenXML format for presentations</p>
Architecture and Capacity	

Sr. No.	Particulars
1.	System shall allow for a flexible and extensible architecture.
2.	Addition of new services or components should be possible.
3.	System shall be able to integrate with other third party system through prevalent integration patterns.
4.	<p>User Base: The Reports will be used by 50 Users.</p> <p>Concurrency: One average, at any point, up to 10% of the user base would be using it. At its peak load, up to 25% of the user base may be using the application.</p> <p>Scale: The application should be able to scale up to handling a data volume up to 1 TB</p> <p>Multi-server configuration: The application should function on multiple servers, as well as run multiple instances on the same server. If a server has multiple CPUs or multiple cores, the application should be able to leverage these either by running independent processes or by spawning threads for each activity.</p>
Database Connectivity	
1.	The application should be able to store and retrieve data from relational as well as non-relational data sources.
2.	<p>It should support connectivity to relational databases via ODBC, and have implemented the SQL flavors for Oracle, MySQL, PostgreSQL and SQLite3. (Interfaces with DB2, SQL Server are optional, but would be an added benefit.)</p> <p>In addition, it should support connectivity to non-relational (NoSQL) databases. Specifically, this list would include MongoDB, Redis, Elastic Search, and CouchDB. (Interfaces with Hadoop – via Pig/Hive, Cassandra, Neo4J and Riak are optional, but would be an added benefit.)</p>

2.2.2 Installation of the Software

The solution should provide installation scripts, which will enable it to be effortlessly installed on both Windows and Linux machines.

2.2.3 Cross Platform Compliance (Windows and Linux)

Although the development effort will be preferably on Linux, the solutions should seamlessly and effortlessly integrate and run on both Windows and Linux platforms.

2.2.4 Multi-user Environment

The software system should support multiple users with least performance reduction under three-tier architecture.

2.2.5 User Interface

The software must have a simple and easy to understand interface for the users. There should be ample facilities to support, assist and navigate or guide the users through the entire system. The software should provide extensive on-line help facilities for each screen, function, field and context. There should be a mechanism to simplify and support data entry.

2.2.6 Software & User Documentation

The vendor should supply a set of all software and user documentation in CD based softcopy and the approved copy of the final set in one hardcopy. All the software artefacts should be regularly maintained to highlight revisions and the causes of revision. The vendor will ensure that the documents are kept current as per the changes /modifications in the software.

2.2.7 Supply of Source Code

The source code for the customised portion of the application software if any should be provided with proper documentation explaining the functions of each module/routine. Necessary instructions for incorporating any modification changes in the software and its compilation into an executable/installable product should be explained clearly. All source code of customised portion of the software if any will become a proprietary item of SFIO. It must be understood that the software will be developed for the SFIO, Min. of Corporate Affairs as a dedicated and a classified project.

2.2.8 Demo of the Software

- The bidders have to give demo of the software and the proposed solution alongwith the time schedule for development/customization of the same as per the requirements of SFIO. The bidders shall be shortlisted based on the demo, proposed solution and other parameters.

2.3 Customization/Development and Installation of the Softwares

The Link Analysis Software should be customized(if required) as per the requirements of SFIO and has to be installed at SFIO.

2.3.1 Testing:

The bidder shall thoroughly test the software for load, quality and performance along with proper functioning.

- a) In addition to above, NIELIT/SFIO may hire services of third party to certify the software for load, quality and performance at its own cost to ensure proper functioning of the software. The suggestions given by the third party, if any would be mandatory for the bidder to implement and to incorporate and to execute the same from time to time.
- b) Final approval/User Acceptance of the software and system shall be given by NIELIT/SFIO after the testing and successful implementation.
- a) It is necessary that the bidder should submit ideal minimum deployment requirements for the proposed Software which will be sufficient for the smooth functioning of the system without compromising the performance.

- b) These deployment requirements should consist of minimum required hardware, software, and networking items / components which SFIO needs to arrange for the successful installation and implementation of the software. The deployment requirements should be submitted along with Technical Bid in the format given in Annexure IX.
- c) The successful bidder would deploy the Software on the infrastructure provided by SFIO consisting of but not limited to Hardware, System Software, Networking Equipments and Network Bandwidth.

2.3.2 Hands on Training on the Software:

- a) The bidder shall provide hands on user training to the SFIO staff on mutually agreed dates and timings.
- b) The training shall be conducted for minimum two days.
- c) The Training Plan shall be mutually decided between NIELIT/SFIO and the Bidder.
- d) During training, user manuals for the Software shall be provided by the successful bidder.

2.3.3 Post Installation Support/Warranty

The Bidder shall be responsible for installation, administration and maintenance of the customised Software for a period of 1 year after successful implementation of the same.

- During the warranty term, the bidder shall perform all the upgrade/new version update free of cost.
- Any call shall have to be attended within 24 hours and any software issue shall be resolved within 3 days or as mutually decided upon. In case the solution requires more time, the bidder should report to the concerned nodal officer within given time frame in writing with the requisite details for approval.
- Up-gradation of Software: Any modifications and/or enhancements / up-gradation required by SFIO in the software during support period shall have to be incorporated by the successful bidder free of cost during warranty period.
- Selected bidder will be required to incorporate amendments and enhancements from time to time and also to attend to any problem in day to day functioning of the system during this period free of cost during warranty period.

2.3.4 Acceptance

- Application Software Acceptance Testing: Delivery of the application software will be at SFIO. The product will be subjected to a mutually acceptable Acceptance Testing Procedure (ATP). SFIO will work out the details of testing jointly. SFIO will issue a product acceptance certificate on successful completion of testing of each release. The warranty for the product will commence from the date of issue of final acceptance certificate consequent to the final release.
- Data and Knowledge Base creation: Minimum historical data entry for automated system to start up would be the responsibility of the vendor. The vendor shall provide necessary hand holding support to SFIO during this phase.

2.3.5 Annual Maintenance Contract

On expiry of warranty period, the vendor on the charges quoted and accepted under this contract shall provide maintenance of the software. During the AMC period, the bidder shall be responsible for management and maintenance of software.

2.3.6 Conditions During Warranty

The system should fulfil the following conditions during the warranty and subsequent Annual Maintenance Contract (AMC):

All enhancements and rectifications to the application software keeping in view the change in policies and processes will be covered by the Warranty. The Warranty will be a comprehensive contract undertaken by the vendor from a long-term perspective. This implies that the vendor shall be legally bound to support the customer for keeping the system up & running under all circumstances. Any failure in the system or sub-system thereof should be rectified within one week of lodging a complaint, including loading of operating software, if required.

2.3.7 Timeliness:

Timeliness of execution and delivery are very crucial in this development as concurrent software development activities are planned to be executed and the outputs of all these developmental activities are to be periodically integrated to achieve the total system in an incremental method. As such, agreed delivery schedules are of paramount importance and should be strictly adhered to.

2.4 Deliverables for Link Analysis Software

- Acceptance Testing Reports
- Technical Manual and User Manual
- Soft Copy and hardcopy of User Manual of the Software
- Training on the software developed
 - ✓ Class room training by trained instructor. Training manual to be provided to each participant during training.
 - ✓ Context-sensitive help/ online help/ visual tutorial should be available with the Software for online understanding of software.
- Software upgrades/enhancements
- All codes and IPR of customised portion of the base software to be vested with SFIO.

2.5 Schedule for completion of tasks:

It is expected that the bidder already has standard Link Analysis Software available with it and the same shall be customised for SFIO as per the requirements mentioned at para 2.2.1. The selected vendor would be required to customize (if any), test and implement the Link Analysis Software **within 5 weeks. The agency is required to get the application software security**

audited by Cert-In empanelled vendor after customization. Final acceptance shall be subject to submission of security audit certificate of the final application.

SECTION 3 – ELIGIBILITY CRITERIA

3.1 Legal Requirements/ Compliance

- The bidder should be a Proprietorship Concern/Company registered under Indian Company Act, 1956/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/ Autonomous bodies or any other venture not covered above.
- The bidder should be in operations in the business of System Integration/ Software Development/ Software Customization & Implementation anywhere in India for at least Three Years as on last date for submission of Bid.
- The bidder must possess all valid certificates as mentioned below and should submit self attested copies:
 - ✓ VAT/Service Tax Registration Certificate
 - ✓ PAN Number
 - ✓ Income Tax Return for FY 2012-13, 2013-14

3.2 Financial Requirements/ Compliance:

- The Bidder should deposit Earnest money along with the Technical bid. The bid received without required Earnest money will be rejected.
- 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.
- EMD shall be refunded to the successful bidder on receipt of performance security.
- The Bidder should have total annual Turnover of Rs.1 crore per annum from IT/Software related services during the last two Financial years (Proof: Audited Balance Sheets for FY 2012-13&FY 2013-14 must be enclosed).
- The Bidder should have a positive net worth during each of the last three financial years (2012-13 and 2013-14).(Copies of Profit & Loss)

3.4 Other Requirements/ Compliance

- A bidder is not eligible to participate in this TENDER 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.

SECTION 4 – BID RESPONSE FORMAT

The bidder shall effectively communicate the solution and shall cover all the requirements as given in the TENDER. The bidder shall use the following format to submit the response:

- ✓ The documents of the Technical Bid shall be placed in lacquer sealed envelope clearly marking "**Technical Bid for Link Analysis Software**"
- ✓ The financial Bid shall be placed in separate sealed envelope individually clearly marking it as "**Financial Bid for Link Analysis Software**".
- ✓ The above two envelopes shall then be placed in third envelope, which shall also be appropriately lacquer sealed and marked as **Bid for Link Analysis Software**.

CONTENTS OF ENVELOPE-1(TECHNICAL BID)

- Covering letter and Application Form, Checklist of Submissions as per Annexure-I
- Letter of Undertaking regarding acceptance of terms and conditions as per Annexure-II.
- Letter of undertaking for technical compliance as per para 3.2
- Documents Supporting eligibility Criteria
 1. Copy of the Certificate of Incorporation of the Company/ Firm's Registration Certificate.
 2. Copy of valid PAN, Service tax Registration number and Income Tax Return
 3. Copy of experience statement supported by documents of work order/LOI/Contract/Certification on client letterhead/ Performance certificate/ completion certificates w.r.t. the relevant assignments.
 4. Audited Balance Sheets / CA Certificate in support of turnover criteria for last three financial years (2012-13 and 2013-14).
 5. DD of EMD and Tender fee of Rs. 50,000/- and Rs.1000/- respectively drawn in favour of NIELIT, payable at Delhi.
 6. Self Declaration Form as per Annexure-IV.
- Executive Summary: The Executive Summary shall provide an overview of the Bidder's organization, Bidder's products and services provided as part of the procurement. A brief description of the unique qualifications of the Bidder shall then be provided followed by a summary on capabilities and past experience in implementing such projects.
- Requirement of H/W for deployment of software Annexure-X.

CONTENTS OF THE ENVELOPE-2(FINANCIAL BID)

The Financial bid as per format in Annexure III.

SECTION 5: BID EVALUATION

1) Technical Evaluation:

The eligible bidders have to give a demo of their product (Link Analysis Software) before the Technical Evaluation Committee, based on the live demo of the product the bidders shall be shortlisted and evaluated. Presentation should include the criteria mentioned in the below table.

Demonstration of the software will be coordinated by SFIO for evaluation of Requirement.

S. No.	Criteria	Max. Marks	Minimum Marks needed	Marks obtained
1	Features/capabilities of the existing product	20	10	
2	Meeting of SFIO Requirements	25	12.5	
3	Adequacy of proposed approach & methodology for customization, operations / execution and maintenance	20	10	
4	Work plan (For example Gantt chart for all activities)	10	5	
5	Number of Similar projects implemented i. Min. 2 project – 12.5 marks ii. 3 – 4 projects – 20 marks iii. 5 and above – 25 marks	25	12.5	
6	Total Score	100	50	
	<ul style="list-style-type: none"> • Approach and Methodology will be evaluated based on quality of the solution, presentation/discussions with bidder and the solution's ability to meet the requirement. • A vendor has to obtain a minimum overall score of 50% and 50% score in each individual criteria mentioned at Sr. 1 – 5. 			

Only shortlisted bidder's financial bids shall be opened. The EMD of the vendors which are not shortlisted as per the marking criteria shall be returned. The decisions of the Evaluation Committee(s) in the evaluation of Technical and Financial bids shall be final and binding.

2) Financial evaluation:

Based on the results of the technical evaluation, duly constituted financial evaluation committee will then proceed to open and evaluate the financial bids of the shortlisted bidders. The financial evaluation committee will take into account the information supplied by the Bidders in their financial bid at Annexure III.

To arrive at the final score of a bidder, the financial Scores of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below.

Financial Score of a Bidder = 90% of total cost of main product(Link Analysis Software) + 10% of AMC cost of the software for 1 years

The evaluation of the bids will be carried out in following stages:

Stage-1) Technical evaluation:

- The initial technical evaluation shall be completed by the designated Evaluation Committee(s) as early as possible after opening of technical bids.
- After the technical evaluation is completed, NIELIT shall inform the date and timings of the demo of their product (Link Analysis Software) to the eligible bidders.
- NIELIT shall notify the date, time and location for opening the Financial Bids to the shortlisted bidders which have technically qualified on the basis of demo.
- In case the no. of bids qualifying the technical evaluation is less than three, the same will be processed only if the competent authority in NIELIT decides to do so for the reasons to be recorded in writing; otherwise fresh bids will be invited.

Stage-2) Financial evaluation:

Based on the results of the technical evaluation, duly constituted financial evaluation committee will then proceed to open and evaluate the financial bids of the technically qualified Bidders. The financial evaluation committee will take into account the information supplied by the Bidders in their financial bid at Annexure III.

To arrive at the final score of a bidder, the financial Scores of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below.

Financial Score of a Bidder = 90% of total cost of main product(Link Analysis Software) + 10% of AMC cost of the software for 1 years

The prices, once offered, must remain firm/unchanged and must not be subject to escalation for any reason whatsoever.

Based on the price quoted by a bidder, financial score of bidder will be calculated. All bids shall be ranked as L1, L2, L3 ... and work will be awarded to L1 (the lowest quote).

SECTION 6: GENERAL TERMS AND CONDITIONS

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 submit the bid. The VAT/ Sales Tax and Service Tax Registration Numbers should be indicated.

2) **Contract Documents (Non – Disclosure Agreement)**

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) **Interpretation**

- a) If the context so requires it, singular means plural and vice versa.
- b) **Commercial Terms:** The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by commercial terms. All the terms shall be governed by the rules prescribed in the current edition of commercial terms, published by the Indian Chamber of Commerce at the date of the Invitation for Bids or as specified in the bidding document.
- c) **Entire Agreement:** The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- d) **Amendment:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by duly authorized representatives of each party thereto.
- e) **No waiver:** Subject to the conditions (f) and (g) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- f) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- g) The contract shall be governed by the provisions of GFRs and instructions issued by various government organizations (e.g. but not limited to Ministry of Finance, CVC etc.) having jurisdiction to issue orders/instructions of procurement related matters. In case the provisions of Contract/Agreement/this Document are at variance with the Orders/Instructions issued by such government organizations; the Orders/Instructions will prevail.
- h) **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- i) In case of any ambiguity in the interpretation of any of the clauses in the tender document, the interpretation of the clauses by Authorized Representative of NIELIT shall be final and binding on all parties.

4) 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 and/or Hindi languages only or as specified in the special conditions of the contract.
- b) Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and authenticated translation of the relevant passages in English language. Supporting material, which is not translated in English and/or Hindi, will not be considered for evaluation.
- c) For the purpose of evaluation and interpretation of the bid, English language translation shall prevail.
- d) The Supplier/ Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5) 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 signatures. Faxes/emails shall be followed by written signed letter.
- b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

6) Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India.

7) Delivery & Installation

- a) Subject to the conditions of the contract, the delivery of the system and completion of the related services shall be in accordance with the delivery and completion time frame at para 2.5 specified in the bidding document and/ or as per the award letter/contract. The details of supply/ shipping and other documents to be furnished by the Supplier are specified in the bidding document and/ or contract.
- b) The Contract for the supply can be repudiated at any time by designated Purchase Officer of NIELIT, if the deliveries are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at SFIO.
- d) Delivery Schedule will require the explicit written consent of the Client. The Bidder shall bear responsibility for deliveries and cost of transport to the Project Sites. Unless otherwise specified, the Bidder shall be free to use transportation through carriers registered in the Country.

8) Supplier’s/ Bidder’s Responsibilities

The Supplier/ Bidder shall supply all the products and related services included in the scope of supply in accordance with the provisions of bidding document and/or award letter/contract.

9) Contract Price

- a) The Contract Price shall be paid as specified in the work/contract award letter subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract/prevailing law.
- b) Prices charged by the Supplier/ Bidder for the Products 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.

10) Terms of Payment

Schedule of Payment:

Sr. No.	Particulars	%age of Payment
1.	Testing and user acceptance of the Software as per SFIO Requirement	60
2.	Installation and Implementation of the customized software including customization if required	30
3.	After 3 months of successful implementation at User site against a Performance Security of 10%	10

- a) The Supplier's/ Bidder's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the related material supplied/services provided. The Service Provider will define the services performed and substantiate with documents pursuant to general conditions of the contract and fulfillment of all the obligations stipulated in the awarded Contract documents.
- b) Payments shall be made by the Purchaser as per the quoted rates and as per payment schedule within 30 working days after submission of an invoice (in duplicate) for payment by the Supplier/ Bidder accompanied by proof of delivery, successful installations and satisfactory performance (i.e. delivery challan and appropriate certificates duly signed by representative of purchaser). However, any delay in payments will not entitle the contractor for any compensation or interest or form ground for extension in delivery period without Liquidated Damages (LD).
- c) The currency or currencies in which payments shall be made to the Supplier under this Contract shall be Indian Rupees (INR) only.
- d) All remittance charges will be borne by the bidder.
- e) The payment shall be made by the purchaser only after the suppliers/contractors have delivered the products or services in full quantities ordered and obtained a certificate of successful installation and satisfactory performance from each user. The Service Provider has to ensure proper handholding of the system.
- f) However, in exceptional cases (e.g. the supply is to be made over a long period of time and the products ordered has been partially supplied and installed or after partial fulfillment of the purchaser's order, the supplier is asked to delay remaining supplies or

the installation is delayed due to non-readiness of the site etc.) the purchaser may make part payments.

- g) No advance payments will be made to any firm.
- h) Amount payable to the Service Provider as stated in the Contract shall remain non-negotiable and fixed during the tenure of the Contract.

11) Recoveries from Suppliers/ Bidders

- a) Recovery of liquidated damages/ deductions for delay or rejected products/solution shall be made from bills and/or on first available opportunity.
- b) The Purchase Officer shall withhold amount to the extent of delay or rejected products/solution unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from any other dues of the supplier and performance security deposit submitted by the supplier.
- c) The balance, if any, shall be demanded from the Supplier/ Bidder and non-compliance of such demand shall be treated as breach of contract.

12) Taxes & Duties

- a) All Central/State Govt. /Local Body Levies as applicable from time to time shall be deducted at source from the payment to the Supplier/ Bidder as per the respective law in force at the time of execution of contract/release of payment.
- b) If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall provide appropriate help (e.g. bonafide documents etc.) to enable the Supplier to get the benefit from such exemption/privileges to the maximum allowable extent.

13) Earnest Money Deposit (EMD)

- a) The Bidders will be required to submit the EMD along with the technical bid.
- b) The EMD will be submitted through a Demand Draft (DD)/Banker Cheque (BC) drawn on any commercial bank in favour of NIELIT, payable at New Delhi.

Forfeiture of EMD: The EMD will be forfeited:

- If the bidder withdraws the bid after quoting and submission / acceptance;
- If the bidder withdraws the bid before the expiry of the validity period of 180 days of the bid or within the time frame of extension given by NIELIT in special case communicated before the expiry for the bid;
- If the bidder fails to comply with any of the provisions of the terms and conditions of the bid specification;
- If the selected bidder fails to execute agreement in prescribed format and submit the Performance Security.

Refund of EMD

- EMD shall be refunded to the selected bidder, only after signing of the contract after furnishing of performance guarantee by way of Bank Guarantee as mentioned below in section Performance Security Deposit.
- EMD of unsuccessful bidders will be refunded, without any interest, after the tender finalization or expiry of the tender validity, whichever is earlier, by Cheque after intimating them about the rejection of their tender bid.
- No interest will be payable on the amount of EMD.

14) Performance Security Deposit

- a) The successful Supplier/ Bidder shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security deposit for an amount of 10% of the value of the awarded contract.
- b) The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost) resulting from the Supplier's/ Bidder's failure to comply with its obligations under the Contract.
- c) Form of Performance Security deposit: Security Deposit in the form of cash will not be accepted. Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank in favour of NIELIT, payable at New Delhi. Bank Guarantee/FDR should be valid till warranty of one year plus 60 days.
- d) Refund of Performance Security Deposit: The Performance Security deposit shall be refunded after two months of the expiry of guarantee/ warranty period.
- e) Forfeiture of Performance Security deposit: Performance Security deposit shall be forfeited/invoked in the following cases: -
 - i. When any terms and condition of the contract is breached by the vendor/service provider.
 - ii. When the Supplier/ Bidder fails to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/ work order.
 - iii. When the supplied/application software installed does not perform to the purchaser's expectation and the supplier does not or is not able to set right the software or in case of services, the supplier/contractor fails to fulfill its obligation under the contract.
- f) No interest will be paid by NIELIT on the amount of earnest money and performance security deposit.
- g) Proper notice will be given to the Supplier/ Bidder with reasonable time before earnest money/ performance security deposit is forfeited.
- h) Forfeiture of earnest money / performance security deposit shall be without prejudice to any other right of NIELIT to claim any damages as admissible under the law as well as to take such action against the Supplier/ Bidder such as severing future business relation or black listing, etc, as may be deemed fit.

15) Copyright

The copyright in all drawings, 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.

16) Confidentiality: (Non-Disclosure Agreement)

- 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 not related 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 Supplier need to share with 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.

17) Sub-contracting

- a) Unless otherwise specified in the Contract, the bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchasing Authority.
- b) If permitted, the bidder shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontracts shall comply with the provisions of bidding document and/ or contract.

18) Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding.
- b) Technical Specifications
 - i. The Supplier/ Bidder shall ensure that the products and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The products and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is

- mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Products.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

19) Software Services and License Agreements

The licenses of all software(s) to be deployed as part of the project would be in the name of SFIO and the original copy of the same shall be deposited by the successful Bidder at the office of SFIO as Applicable after signing of the contract and before the installation of the software at any of the sites.

20) Product Upgrades

At any point during performance of the Contract, shall technological advances be introduced by the Bidder and the company who owns the patent of the technology being offered. The IT Services originally offered by the Bidder in its bid and still to be delivered, the Bidder shall be obligated to offer to the Client the latest versions of the available information technologies having equal or better performance or functionality at the same or lesser unit prices.

21) Commissioning and Operational Acceptance

- a) Commissioning of the Project shall be commenced by the Bidder immediately after intimation of acceptance is issued by the Client's (SFIO) Representative.
- b) The Bidder shall supply the operating and technical personnel and all materials required to carry out its obligations with respect to Commissioning of project.
- c) The Operational Acceptance Tests shall be the primary responsibility of SFIO, but shall be conducted with the full cooperation of the Bidder. During Commissioning of the IT Application to ascertain whether they conform to the requirements and meets the standard of performance quoted in the Bidder's bid, including, but not restricted to, the functional and technical performance requirements.
- d) If, for reason attributable to the Client (SFIO), the Operational Acceptance Test of the Software cannot be successfully completed within the period specified, from the date of Installation or any other period agreed upon in writing by the Client and the Bidder, the Bidder shall not be held responsible for that.
- e) If the Software fails to pass the Operational Acceptance Test(s) then the NIELIT/SFIO may consider terminating the Contract to the risk and cost of Bidder.

22) Completion Time Guarantee

The Bidder shall guarantee that it shall complete the Commissioning of project within the time periods specified at Para 2.5 and/or Agreed and Finalized Project Plan or within such extended time to which the Bidder shall be entitled to.

23) Defect Liability

- a) The Bidder shall give a warrant that all Services/Products to be delivered under this contract:
- shall be free from defects in the design and workmanship;

- complies with or exceeds the Technical Specifications
 - Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.
- b) In addition, the Bidder and the company who owns the patent of the technology being offered shall warrant that:
- The Warranty Period shall commence from the date of Operational Acceptance of the IT Services.
 - If during the Warranty Period any defect is found in the design, documentation, and workmanship of the Product/Services provided by the Bidder, the Bidder shall promptly, in consultation and agreement with the Client regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Bidder shall, at its discretion, determine) such defect as well as any damage to the Products and/or Services caused by such defect.

24) Functional Guarantees

The Bidder shall guarantee that during the Operational Acceptance, the IT Services shall attain the Functional Guarantees, subject to and upon the conditions therein specified.

- a) If, for reasons attributable to the Bidder, the minimum level of the Functional Guarantees is not met either in whole or in part, the Bidder and the company who owns the patent of the technology being offered shall at their own cost and expense make such changes, modifications and/or additions to the Services or any part thereof as may be necessary to meet at least the minimum level of such Guarantees.
- b) The Bidder and the company who owns the patent of the technology being offered shall notify the Client upon completion of the necessary changes, modifications and/or additions, and shall request the Client to repeat the Operational Acceptance Test until the minimum level of the Guarantees has been met.
- c) If the Bidder and the company who owns the patent of the technology being offered eventually fails to meet the minimum level of Functional Guarantees, the Client may consider termination of the Contract to the risk and cost of Bidder.

25) Warranty

- a) The Supplier shall represent and warrant that
- Services/Products as supplied are free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.
 - The Services/Products supplied/installed have been tested and accepted.
 - Use of the Services/Products in accordance with the Contract;
 - Copying of the Software and Documentation provided in accordance with the Contract do not and will not infringe any IPR held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of IPR and the warranties set forth in the Contract.
 - Without limitation, the Bidder shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for Project execution.

- The Bidder shall pass on the warranty or benefits provided by the third party owner of the product in favor of NIELIT.
- b) Unless otherwise specified in the bidding document and/ or contract, the comprehensive on-site warranty shall remain valid for a minimum period of one year after the Services/Products, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Purchase/work order. The warranty on software media should be at least one year.
- c) The bidder would give comprehensive onsite warranty/ guarantee that the products/ services/ articles including machinery and equipment would continue to conform to the description and quality as specified for the period as mentioned the clauses above from the date of delivery & installation of the said products/ services. The purchaser will be entitled to reject the said products/ services or such portion thereof as may be found deficient/ non-conforming to the said description and quality. On such rejection the products/ articles/ services will be at the supplier's risk and all the provisions relating to rejection of products etc., shall apply. The supplier shall if so called upon to do, replace the products etc., or such portion thereof as is rejected by Purchase Officer, otherwise the supplier shall pay such damages as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- d) The warranty of the supplies covered under one Purchase Order (PO) shall start from the date of last successful installation of the items covered under the PO or one month from the last due date of completion of installation, whichever is earlier. However, if delay of installation is more than a month's time due to the firm's own reasons, the warranty shall start from the date of last successful installation of the items covered under the PO. The firm, if facing any problem in installation, will immediately inform NIELIT in writing to resolve the issue.
- e) The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- f) Upon receipt of such Notice, the Supplier shall, within the period specified, expeditiously repair or replace the defective supplies or parts thereof, at no cost to the Purchaser.
- g) If having been notified, the Supplier fails to remedy the defect within the period specified, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

26) Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the Supplier/ Bidder fails to deliver any or all of the Products or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages.
- b) The time specified for delivery in the TENDER shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the specified period.

- c) Delivery and installation/ completion period may be extended with or without liquidated damages if the delay in the supply of products or service is on account of hindrances beyond the control of the bidder.
- i. The supplier/ service provider shall request in writing to NIELIT giving reasons for extending the delivery period of service if he finds himself unable to complete the supply of products or service within the stipulated delivery period or is unable to maintain prorata progress in the supply of products or service delivery. This request shall be submitted as soon as a hindrance in delivery of products and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of products and service after which such request shall not be entertained.
 - ii. NIELIT shall examine the justification of causes of hindrance in the delivery of products and service and the period of delay occurred due to that and take appropriate decision on the period of extension which should be granted with or without liquidated damages.
 - iii. Normally, extension in delivery period of products and service in following circumstances may be considered without liquidated damages:
 - a. When delay has occurred due to delay in supply of drawings, designs, plans, communication of approvals/acceptances etc. which NIELIT was required to supply to the supplier of products or service provider as per terms of the contract.
 - b. When delay has occurred in supply of materials etc. which were required to be supplied to the supplier or service provider by the NIELIT as per terms of the contract.
 - iv. If NIELIT agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall specifically mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of products and service.
 - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of products and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered products and/ or service.
 - vi. If NIELIT accepts the products and/ or services after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation/ completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of products and/ or service which the bidder has failed to supply or complete : -

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	7.5 %

	delivery, successful installation and completion of work	
d.	Delay between 22-50 days of the prescribed period of delivery, successful installation and completion of work	10.0 %
e.	Delay more than 50 days	Termination of Contract
LD% - LD in terms of percentage of the value of WORKS/SERVICES delayed.		

27) Patent Indemnity

- a. The Supplier shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of the installation of the Products by the Supplier or the use of the Products in the SFIO.
- b. Such indemnity shall not cover any use of the Products or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Products or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- c. If any proceedings are brought or any claim is made against the Purchaser out of the matters referred to above, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier shall at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- d. If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same to the cost of supplier.
- e. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28) Limitation of Liability

Except in cases of negligence or willful misconduct: -

- a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

29) Criminal Charges and Conviction

The Bidder warrants that it has disclosed and will continue to disclose during the term of this Contract full details of all criminal convictions and all pending criminal charges against it or any of its personnel and associates that would reasonably be expected to adversely affect the Bidder and the company who owns the patent of the technology being offered or the Bidder's capacity to fulfill its obligations under this contract.

30) Change in Laws & Regulations

If after the date of bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Bidder and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Bidder has thereby been affected in the performance of any of its obligations under the Contract.

31) 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, riots/law and order embargoes and freight embargoes.
- c) If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by NIELIT, the supplier 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.
- a) In case a Force Majeure situation occurs with the NIELIT, the NIELIT may take the case with the contractor on similar lines.

32) Compliance with Laws

- a) The Bidder and the company who owns the patent of the technology being offered shall undertake to observe, adhere to, comply with and notify NIELIT about all laws in force or as are made applicable in future, pertaining to or applicable to the Bidder's business, their employees or their obligations towards employees and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect NIELIT and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences

that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

- b) The Bidder and the company who owns the patent of the technology being offered shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc, as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NIELIT and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NIELIT shall give notice of any such claim or demand of liability within reasonable time to the Bidder.
- c) The Bidder agrees that the Bidder shall not be entitled to assign / sub lease any or all of its rights and or obligations under this tender and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of NIELIT.

33) Change Orders and Contract Amendments

- a) The Purchaser may at any time order the Supplier/ Bidder through Notice in accordance with clause "Notices" above, to make minor changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Products to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related Services to be provided by the Supplier.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's/ Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier/ Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's/ Bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the Supplier/ Bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier/ Bidder for similar services.

34) Termination

a) Termination for Default

- i. The tender sanctioning authority of NIELIT may, without prejudice to any other remedy for breach of contract, by written notice of default sent 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.
- b) Termination for Insolvency**
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 contractor may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
 - iii. The Products that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Products, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the Supplier an agreed amount for partially completed Products and Related Services and for materials and parts previously procured by the Supplier.

35) Disputes and Arbitration

In the event of any disputes or differences arising out of or in any way relating to or concerning this contracts or effects of this contract, the same shall be referred to the sole arbitrator to be appointed by the Secretary, Department of Electronics & Information Technology, Government of India. The award of the arbitrator shall be final and binding on

both the parties. The Delhi courts shall have jurisdiction for any disputes and the venue for arbitration shall be Delhi. Fee payable to the Arbitrator, to be shared equally by the parties shall be as per the Rules of The Indian Council of Arbitration in force at the time of appointment of Arbitrator.

Annexure I - Application Form

1. Addressed to:

Authority	Managing Director
Address	NIELIT, Electronics Niketan Building, 6, CGO Complex, New Delhi – 110003, India.
Telephone	+91-11-24363330/1/2, 24367715
Fax	+91 11 24363335
Email	shameem@nielit.gov.in

2. Ref Number: NIELIT/CCU/Tech/14/12(P2-4)

3. Firms Particulars:

Name of Firm	
Name of Contact Person with Designation	
Registered Office Address	
Details of Incorporation of the Company. Certificate to be submitted in Technical bid	Date:
	Ref #
Details of Commencement of Business	Date:
	Ref#
Valid VAT/Sales Tax Registration no.	
Valid Service Tax Registration no.	
Permanent Account Number (PAN)	
Address of the Firm	

Type of Firm	Public Limited	Private Limited	Partnership	Proprietary
Put Tick(√) mark				
Telephone/Mobile Number(s)				
Email Address				
Website URL				
Fax No.				
Certification/Accreditation/Affiliation, if Any (attach proof)				
Quality Certification(attach proof)				

4. Financial Status for last 3 years (or since incorporation)

As per audited Balance Sheets (in Cr)			
Sno	Year	2012-13	2013-14
1	Net worth		
2	Turn Over		
3	Profit After Tax		

5. Deposit of Tender Document Fees and EMD (in favour of NIELIT, payable AT at New Delhi)

Description	Number	Dated	Amount	Drawee Bank & Branch
Demand Draft / Banker's Cheque				

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

We confirm that

a) we own / are authorized by parent companies for the IPR of those parts of the software that are developed by us and

b) we have the permission to use third party components of the software from the respective OEMs.

c) We understand that wherever third party component e.g. Software/Technology involving IPR issues is used by our organization, necessary license/permission shall be obtained by us in favour of SFIO.

d) We accept all terms and conditions mentioned in this TENDER.

e) We understand that NIELIT is not bound to accept the offer and that NIELIT has the right to reject the offer without assigning any reasons whatsoever.

Yours faithfully,

Authorized Signatory of Prime Bidder (Name and Designation)

Seal of the firm:

Place: _____

Date: _____

Annexure II - Letter of undertaking

(ON THE LETTER HEAD OF THE APPLICANT)

To

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

Subject: TENDER for Procurement of Link Analysis Software.

Dear Sir,

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

We hereby certify that no terms and conditions have been stipulated by us in the submitted Bid. We warrant that services provided by us 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 the contract on this account.

The above document is executed on ___/___/2015 at (place) _____ and we accept that if anything out of the information provided by us is found wrong our work order shall be liable for rejection.

Yours faithfully,

Signature:

Name: _____

Designation: _____

Place: _____

Date: _____

Annexure III – Financial Bid

Name of the Bidder: _____

Address for Correspondence: _____

Description	Cost of Link Analysis Software	Taxes if any	Total (A)	AMC for 2 nd year	Taxes if any	Total (B)
Link Analysis Software						

L1 will be evaluated as per the following formula:

$$A \times 0.90 + B \times 0.10 = \underline{\hspace{2cm}}$$

Note:

1. The Bidder is advised to quote rate in absolute Indian Rupees.
2. The rate quoted will be valid for period of contract from the date of opening of technical bid.
3. No condition will be entertained and conditional Bid will be liable to be rejected.
4. All details should be clearly mentioned without any cut / marks and should be legible preferably in bold black ink.
5. Implementation of all the S/W and machinery shall be at the sole discretion of NIELIT. NIELIT may install all the machines or part thereof.

Signature and Seal of Bidder

Name: _____

Annexure IV - SELF-DECLARATION – NO BLACKLISTING

To

The Managing Director

National Institute of Electronics and Information Technology (NIELIT),

Electronics Niketan, 6, CGO Complex, Lodhi Road,

New Delhi - 110 003, India

In response to this TENDER document pertaining to Procurement of Link Analysis Software, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt and /or 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 award of work contract if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure V - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize Mr _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our bid in response to the TENDER by NIELIT, including signing and submission of all the documents and providing information/responses to NIELIT in all the matter in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2015.

For _____.

(Signature)

(Name Designation and Address)

Accepted

Signature)

(Name Designation)

Date:

Business Address:

Annexure VI – REPRESENTATIVE’S AUTHORIZATION LETTER

Date : _____

Ref : _____

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,

Ms. /Mr. _____ is hereby authorised to sign relevant documents on behalf of our organisation for the **TENDERS for Procurement of Link Analysis Software**. She/He is also authorised to attend meetings & submit technical & financial information as may be required by you in the course of processing above said TENDER.

Thanking you,

Authorised Signatory

Representative Signature

Company Seal

Annexure VII - BANK GUARANTEE

To

National Institute of Electronics & Information Technology
Electronics Niketan
6, CGO Complex,
New Delhi – 110 003

Sub: Performance Guarantee for _____

Dear Sir,

This Deed of Guarantee executed by the _____ (Bank name) a Scheduled Bank within the meaning of the Reserve Bank of India Act, 1934 and carrying out banking business including guarantee business and having its head office at _____ (hereinafter referred to as ‘the Bank’) in favour of NIELIT, an autonomous body of Department of Information Technology, Ministry of Communication & Information Technology Government of India and having its Registered office at Electronics Niketan, 6, CGO Complex, New Delhi – 110003 for supply of _____ (name(s) _____ (Rupees _____) (Approx. ___% of _____), being the total value of the items purchased including all taxes) after supply and installation of the items towards performance warrantee of the item (s) Supplied.

This Guarantee is issued subject to the condition that the liability of the bank under this guarantee is limited to a maximum of ` _____ (Rupees _____ only) and the Guarantee Shall remain in force upto _____ (_____ year from the date of Issue of this Bank Guarantee and cannot to invoked, otherwise than by a written demand or claim under this guarantee served on the Bank on or before _____ by the NIELIT, New Delhi.

And whereas the bank _____ (name and address) has agreed to give on behalf of the Supplier a Guarantee:

Therefore, we hereby affirm that we unconditionally Guarantee and are responsible to you on behalf of the Supplier, upto a total amount of- _____ (Rupees _____ only) and we undertake to pay you, at the very first instance without any demur upon your demand without cavil or argument, any sum or sums as specified by you within or upto the limit of

_____ (Rupees _____) i.e.
the amount of bank guarantee as aforesaid, without your need to prove or to show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the Bank or supplier or beneficiary.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN

The bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked under any circumstances and/ or by a Notice or otherwise.

The Bank agrees that the amount hereby guaranteed shall be due and payable to NILEIT on serving us with a notice before expiry of Bank Guarantee requires the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery thereof to the Bank by registered post at the address of the Bank.

This guarantee shall remain in force up to _____ provided that if so desired by NIELIT, this guarantee shall be renewed at the instance of supplier or NIELIT for a further period as may be indicated by them on the same terms and conditions as contained therein.

Dated at _____ This _____ Day of _____

SEALED & SIGNED BY THE BANK

Note: for information

1. The guarantee should be furnished by a Nationalized Bank/Scheduled Bank, authorized by RBI to issue a Bank Guarantee.
2. This bank guarantee should be furnished on stamp paper specified for the purpose.
3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

Annexure VIII - PRE-BID QUERIES FORMAT

Name of the Company/Firm:

Tender Fee Receipt No. _____ Dated _____ for Rs. _____/-

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s) Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	TENDER Page No.	TENDER Rule No.	Rule Details	Query/ Suggestion/Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .PDF). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.

Annexure IX - Performa For Hardware/Software Requirement For Deployment of Software (Link Analysis Software)

For Link Analysis Software	1.
	2.
	3.
	4.