

NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION TECHNOLOGY

Delhi Centre

F.05/19/2017/NDL/SER (Pt.)

05.12.2017

Subject: Video Recording of Examination

1. Background:

- 1.1 National Institute of Electronics & Information Technology (NIELIT), an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & Non-Formal Education in the area of IECT besides development of industry oriented quality education and training programmes in the state-of-the-art areas. NIELIT has endeavoured to establish standards to be the country's premier institution for Examination and Certification in the field of IECT. It is also one of the National Examination Body, which accredits institutes/organizations for conducting courses in IT in the non-formal sector. At present, NIELIT has thirty eight (38) offices located across length & breadth of India with its Headquarters at New Delhi. It is also well networked throughout India with the presence of about 800 accredited institutes.
- 1.2 NIELIT Delhi Centre is looking for a reputed and well experienced vendor for providing services as included in the Scope of Work in this Tender Document.
- 1.3 Those vendors who are in the similar business for at-least last three years & having at-least 35 Video Cameras shall be eligible to apply for this tender.

2. Scope of Work:

- 2.1 NIELIT Delhi Centre is going to conduct a recruitment exam on 17th Dec 2017 at 25 Examination Centres in the Delhi. The exam is OMR based and will be conducted in two shifts & the shift timings are as follows:
First Shift: (09:30 to 12:30) Hrs
Second Shift: (14:00 to 17:00) Hrs
- 2.2 Whole process of examination is to be video-graphed right from opening the seal of question papers, conduct of examination in all rooms and sealing of all examination material. For the same, the services of professional videographer are required. The videographer shall be present at the examination venue from 8:00 AM onwards till all material in sealed (6:30 PM). 26 cameras with operator will be required for the whole day one each at 25 exam venues. Six extra cameras with operators will be required one each at Six Centres in second session from 1:00 PM onwards.
- 2.3 Details of work:
 1. Session wise recording of opening the seal of examination material.
 2. Session wise recording/capturing the image of each candidate appearing in the exam.
 3. Session wise recording of sealing of examination material after exam is over.
 4. Any other task assigned at the examination centre.
 5. Recording mode should be standard.
 6. Providing the session wise recordings/images on DVD (minimum resolution 720 X 568) to NIELIT Delhi Centre on 18th Dec 2017 till 14:00 without any delay.

3. **Performance Security Deposit:**

- 3.1 The successful Supplier/ Bidder shall, within Two (02) days of the notification of contract award, provide a Performance Security Deposit for an amount of 10% of the value of the awarded contract.
- 3.2 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.
- 3.3 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 Delhi.
- 3.4 Performance Security Deposit should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations of the supplier including warranty obligation.
- 3.5 Forfeiture of Performance Security deposit: Performance Security deposit shall be forfeited/invoked in the following cases:
 - a) When any terms and conditions of the contract are breached by the vendor/service provider.
 - b) When the vendor fails to commence the activity or fails to provide deliverables or partially executes the work order.
 - c) When the vendor fails to fulfill its obligation under the contract.
 - d) No interest will be paid by NIELIT on the amount of performance security deposit.
 - e) Forfeiture of 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 vendor such as severing future business relation or black listing, etc, as may be deemed fit.

4. **Duration of contract:** The contract awarded shall be valid for a period of one year and no change in rates shall be allowed.

5. **Terms and Conditions:**

- 5.1 Bids should be valid for a minimum period of seven days after the due date.
- 5.2 The rates quoted should be firm and in Indian rupees. In case of any difference/discrepancy between the rates quoted in figures and words, the latter shall prevail.
- 5.3 The items to be used in execution of the work order should be genuine and of standard make. In case it is found that the items are duplicate/ fictitious, it would be open to the NIELIT to terminate the Agreement, forfeit the Performance Security and black list the firm.
- 5.4 Copy of GST Registration Certificate and PAN number allotted by concerned authorities. Those vendors who have not migrated to or registered with GST Regime will not be eligible to participate in this tender. Any offer received from such vendors without GST Registration details will be summarily rejected.
- 5.5 Documentary evidence about legal entity of the bidder and the authorized person who would interact with NIELIT must be enclosed.
- 5.6 The rates must be quoted as per the Price Schedule Performa (Appendix-II). Incomplete bids are liable to be rejected. The authorized signatory/ bidder must attest corrections, insertions, overwriting, if any.

- 5.7 The vendor awarded the contract shall have to provide the services for the entire period and any failure on this account shall entail invocation of the Bank Guarantee/Forfeiture of amount paid through DD towards Performance Security Deposits in addition to any other action as may be deemed fit.
- 5.8 In case of breach of Contract by the vendor, NIELIT shall have the authority to cancel/terminate the Contract besides forfeiting the Security Deposits.
- 5.9 NIELIT reserves the right to accept or reject any bid or cancel the tender proceeding without assigning any reason whatsoever.
- 5.10 The contract shall be subject to Delhi jurisdiction. This document and the contract or job award letter issued as a result of the tender process shall be interpreted in terms of Indian Laws.
- 5.11 All disputes arising out of this contract shall be settled amicably by NIELIT and the vendor/contractor. In the event of failure to reach amicable settlement, the same shall be settled by an Arbitrator appointed as per the provisions of Arbitration and Conciliations Act, 1956. The decision of the Arbitrator shall be final and binding.

6. Payments:

- 6.1 No advance payments of handling /service charges etc. under any circumstances shall be made to the vendors.
- 6.2 Payments shall be made by NIELIT only on receipt of pre-receipted bill in duplicate.
- 6.3 The rates quoted should be firm and in Indian rupees. In case of any difference/discrepancy between the rates quoted in figures and words, the latter shall prevail.
- 6.4 No change in prices quoted shall be permitted during the validity period of the contract.

7. Procedure for submission of the bids:

- 7.1 The bidders desirous of participating in tender shall submit Technical and Financial Bid in the Proforma at Appendix I & II respectively duly sealed in separate envelopes superscribed with "Technical and Financial Bid separately for providing Videography Services".
- 7.2 Both the sealed envelopes may be placed in One Envelop along-with EMD for an amount of Rs. 10,000/- 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 Delhi and addressed to Director, must reach this Office on or before 12.12.2017, 02:00 PM.
- 7.3 The Technical & Financial Bids would be opened on 12.12.2017 at 02:30 PM & 03:30 PM respectively in this Institute. Bidders may depute their representative(s) for attending the proceedings with prior intimation to this office. The proposal received without Annexure –I & II duly signed will be treated as incomplete and hence liable to be rejected.
- 7.4 Any overwriting/cutting/use of whitener etc. will lead to rejection of the Bid.
- 7.5 Incomplete Bids shall not be considered and will be summarily rejected.

8. Bid Evaluation Criteria

- 8.1 The Technical Bids shall be opened by the authorized representatives of NIELIT in the presence of representatives of bidders, if available, as per the schedule given in

this document. The Financial Bids of those vendors who qualify all the criteria/eligibility requirements elaborated in this document shall only be opened.

- 8.2 The Bidders may depute their representatives at the time of Technical/Financial Bid opening event.
- 8.3 The L1 bidder arrived by considering total cost as per "Scope of Work" will normally be awarded the contract. However, NIELIT reserves the right to ignore any (including L1) bidder for the reasons, to be recorded in writing.
- 8.4 If the bidder awarded the contract fails to submit the Performance Security as per schedule defined in this document, his EMD shall be forfeited.
- 8.5 The decision of the Director, NIELIT Delhi Centre shall be final and binding in all matters.

9. Arbitration, Laws and Jurisdiction

- 9.1 The contract shall be governed by and construed in accordance with the laws of India and would come under the exclusive jurisdiction of the Courts in Delhi, India.
- 9.2 The contract shall be executed in duplicate and the original copy of the contract will be retained by either party of the contract.
- 9.3 All disputes arising out of this contract shall be settled amicably by NIELIT and the bidder. In the event of failure to reach amicable settlement, the same shall be settled by an Arbitrator appointed by NIELIT, as per the provisions of "Arbitration and Conciliations Act, 1956". The decision of the Arbitrator shall be final and binding.
- 9.4 The place of Arbitration and other legal issues shall be Delhi for the purposes of this contract/work/agreement.

10. Force Majeure

Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, other than those of the party or its suppliers, that prevent party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this Clause (Force Majeure).

Proforma for furnishing Technical Bid

1. Name, Address, e-mail & Telephone :
Number of the Organization
2. Date of commencement of Business :
[Please furnish proof in support of your statement]
3. Status of the organization :
[Proprietorship, Partnership, Private Limited/Public Limited Company, Registered under Societies Registration Act, etc.]
4. Registration Number of the Organization :
[Please attach Certificate of Registration / Incorporation / Partnership Deed etc.]
5. Name of the C.E.O. / Proprietor/Partner :
6. Name, designation and address including :
phone / mobile number & , e-mail of the Contact Person
7. Date of commencement of videography :
business [Enclose evidence]
8. Annual Turnover [Attach photostat : 2014-15
copies of Balance Sheet / I.T. Returns / 2015-16
C.A.'s Certificate] 2016-17
9. Service Tax No. [Enclose a copy of GST :
Registration]
10. PAN of the Organization / Owner [in :
case of proprietorship organization
where no PAN has been issued in the
name of the organization][Enclose a
copy]
11. Details of the organizations being served with similar services, which fulfill the Eligibility
Criteria stipulated in Clause 23.4 of the Tender Document:

S.No	Name & Address	Name & Phone No. of the contact person	Annual cost of contract	Since when the services are being provided

12. Number of clients being served in and around Delhi on the date of submission of bid[Enclose a comprehensive list with addresses and telephone numbers]
13. Number of Video Cameras owned by the organization [please enclose a comprehensive list of Video Cameras clearly indicating Model, Name & Make & Date of Purchase]
14. Details of E.M.D. enclosed : D.D./Pay Order/FD Receipt
No. _____ dated _____ for
Rs. 10,000/- drawn on _____
Bank in favour of NIELIT, payable at New
Delhi

DECLARATION:-

- A] It is certified that the information furnished above is correct.
- B] I/We have gone through the Terms and Conditions stipulated in the Tender Document and confirm to abide by the same. A copy of the Tender Document with its each page signed as token of acceptance of the “Terms and Conditions” is enclosed.
- C] The signatory of this Bid is authorized to sign Bids on behalf of the organization.

Signature: _____

Name: _____

Designation: _____

Seal of the
organization: _____

Date: _____

Proforma for Financial Bid

Name, Address, Telephone Number
and E-mail ID of the Organization :

GST Registration No. :

PAN :

Cost offered (in Rupees)
for One Shift viz. half day :

Cost offered (in Rupees)
for Two Shifts viz. full day :

Taxes etc. (in Rupees) :

Other Charges (to be specified in Rupees) :

Declaration:

It is certified that the information furnished above is correct. We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. The signatory to this bid is authorized to sign such bids on behalf of the organization.

Place:.....

Signature:.....

Date:.....

Name:.....

Designation:.....

Seal of the Company

UNDERTAKING FOR REASONABLENESS

It is certified that I am authorized by the bidder to fill and verify the costs in this bid. To the best of my knowledge & belief,

1. The information furnished in this bid is correct.
2. 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.
3. In respect of indigenous items for which there is a controlled price fixed by law, the prices quoted are not higher than the controlled price.
4. Services/Products/Goods supplied, will be of requisite specification and quality.
5. We understand that the decision of the NIELIT to accept / reject “the points of disagreements and proposed solution provided by us” would be final and binding.
6. We understand that the decision of the NIELIT to accept / reject the bid without assigning any reason whatsoever would be final and binding.
7. The signatory to this bid is authorized to sign such bids on behalf of the organization.

Place: _____

Signature: _____

Date: _____

Name: _____

Designation: _____

Seal of the Company

SELF-DECLARATION – NO BLACKLISTING

To

The Director
National Institute of Electronics and Information Technology,
NIELIT Delhi Centre,
2nd Floor, Parsvnath Metro Mall,
Inderlok Metro Station,
Delhi - 110052

In response to this tender, I/ We hereby declare that presently our Company/Firm M/S _____ 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 and no Criminal Case is pending against the firm/employees.

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

Thanking you,

Place: _____

Signature: _____

Date: _____

Name: _____

Designation:-----

Seal of the Company