

Tender No. 60(5)2016-NIELIT-HQ-Part-2
National Institute of Electronics and Information Technology (NIELIT)
(An Autonomous Scientific Society under Department of Electronics and Information
Technology (DeitY), Ministry of Communications and Information Technology,
Electronics Niketan, 6, CGO complex, Lodhi Road, New Delhi-110003)

eTender Document
For
Supply Installation Testing and Commissioning of
UPS, Projector, Interactive Board, Visualizer &
Display Panel

Tender Publishing Date	06-JAN-2017
Tender Document Download Date	06-JAN-2017 (6.55 PM)
Last date of receipt of Pre-Bid queries by e-mail(in prescribed format at Annexure-E)	Queries related to pre-bid may be sent through e-mail at akash@nielit.gov.in latest by 15-JAN-2017; (05:00 PM)
Pre bid meeting	16-JAN-2017 (11.00AM)
Date & Time of publishing the Minutes of Pre-Bid Meeting and Tender Submission Start Date	18-JAN-2017 (2:00 PM)
Tender Submission closing Date & Time	30-JAN-2017 (03:00 PM)
Tender Opening Date & Time	31-JAN-2017 (03.30PM)
Estimated Tender Value	₹ 80 Lakh
Tender Document Cost	₹ 1000/- (non refundable) only by DD/RTGS/NEFT

IMPORTANT NOTE

- 1) Tender documents may be downloaded from Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> . Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app> . The portal enrollment is free of cost. Bidders are advised to go through instructions provided at Annexure-1 regarding 'Instructions for online Bid Submission '.

- 2) Bidders can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app> .

- 3) Tenders and supporting documents should be uploaded through CPPP. Hard copy of the tender documents will not be accepted.

TENDER DOCUMENT

NIELIT, invites Online Tenders through CPPP (<http://eprocure.gov.in/eprocure/app>) from the OEMs/Authorised Dealers/Channel Partners for Supply Installation Testing and Commissioning of UPS, Projector, Interactive Board, Visualizer and Display Panels as listed in Annexure 'A'. Detailed Technical Specifications of the items to be supplied are given in Annexure 'B'. **Manual bids shall not be accepted.** Following instructions should be carefully noted and followed by the bidders:

GENERAL TERMS & CONDITIONS

1. Legal Requirements/ Compliance

- A. a) The Bidder must be either a Sole proprietor or individual Company/ Partnership Firm/ Cooperative Society/ Corporation.
b) Consortium of Companies is not allowed.
 - B. The Bidder must possess a valid: -
 - VAT/ Sales Tax Registration Certificate.
 - Service Tax Registration Certificate.
 - Income Tax Registration/ PAN Number.
 - C. Bidder shall provide an attested & valid copy of all the above-mentioned certificates along with the Technical bid.
 - D. The average turnover of agency shall be ₹ 2 Crores for each financial year for the last 3 years (2013-14,2014-15,2015-2016). The bidder has to submit audited balance sheet of the above mentioned 3 Financial Years.
 - E. Signed copy of Tender Document.
2. The Bidder shall have domain experience in Supply, Installation and Commissioning in setting up of Smart Virtual Classroom (SVC). The bidder must have implemented
- One similar assignment having value of 80% of the estimated value of this tender **OR**
 - Two similar assignments, each assignment having value of 60% of the estimated value of this tender **OR**
 - Three similar assignments, each assignment having value of 40% of the estimated value of this tender
- in the last 5 years for any Government organization / Semi-Government organization/ PSU / University / College in India (Copy of purchase order along with Completion Certificate from Client/Self Certified shall be enclosed with Technical bid).
3. OEM or authorized dealers of OEM/channel partners of OEM shall have at least 2 years of experience in maintenance of Smart Virtual Classroom equipments.
 4. Equipment Make & Model/Software Version must be clearly stated by the bidder in the technical bid.
 5. The licenses for any Software should be procured by the qualified bidder in the name of National Institute of Electronics and Information Technology (NIELIT), Ministry of Communication and Information Technology, Electronics Niketan, 6 CGO Complex, New Delhi-110003 and relevant document(s) for the same is also required to be delivered to NIELIT along with the media with installable software.

6. OEMs or authorized dealers/channel partners of OEMs can only participate in the tender. In case the bidder is an authorized dealer/channel partner then it shall upload scanned copy of a certificate of their authorization of OEM dealership/channel partnership issued from the OEM. For the same product both OEM and dealer/channel partner of OEM cannot submit their bid.
7. The equipment / item / software to be supplied shall be supported by a Service / Support centre manned by the technical service / support engineers authorised by OEM in the locations as mentioned in **Annexure A**.
8. The estimated value of the items in this tender is ₹ 80 Lakh.
9. The qualified bidder shall supply all the spares and accessories for installation & Commissioning, for successful commissioning of facility at NIELIT Centres at various locations. The bidder will have to arrange / provide for all the equipment & tools required for successful installation, testing & acceptance, maintenance and integration with Smart Virtual Classroom setup etc.
10. Deviation on lower side of specifications will not be considered. No deviations in terms & conditions of the tender document will be accepted in any case. Complete Technical literature for each of the quoted item from OEM along with make, model number, specifications, configurations, product brochures, etc. of the systems / software / equipment highlighting the special features of their offer should be supplied by the bidder along with the quotation / technical bid.
11. A scanned copy of the certificate on company letter head, stating that the bidder hasn't been **blacklisted** by any institution/ organization/ society/ company of the Central / State Government ministry/department, or its public sector organizations during the last preceding three years from the date of submission of the tender, with company stamp and signed by authorized signatory shall also be uploaded.
12. The bidder should have adequate facilities, trained manpower and staff for installation, commissioning and providing maintenance support service after the sales of the equipment in India.
13. The Bidder will deploy their own manpower for the installation / integration of the equipment and should not be outsourced to any third party.
14. For a bidder, who has participated in the tender bids, it will be presumed that he had accepted all the terms and conditions of this tender. A **statement specifying that the quotations are strictly as per the terms and conditions of the tender**, shall be enclosed with the bid. No request for deviation in the terms and conditions of the tender will be entertained. If there is any deviation from the terms and conditions of the tender or the tenderer has uploaded conditional bids, the bid will be summarily rejected.
15. Bids shall be valid for a minimum period of 180 days after the closing of the submission of bids. In case of untoward delay(if any), bidders may be requested by NIELIT to submit their willingness in writing to extend the validity of the bids beyond 180 days.
16. The tender shall be submitted online in two parts, viz., technical bid and price bid.
17. The bidder should furnish a certificate from the OEM that the quoted items will not reach End-of-Life in next six(06) years from the date commissioning.

a. Technical Bid - The following documents are to be furnished by the bidder

along with **Technical Bid** as per the tender document:

- i) Scanned copy of the valid Service Tax Registration No. of the bidder from Service Tax Department of the Government of India, scanned copy of the valid registration number of the firm along with the CST/VAT No. allotted by the sales tax department, as well as PAN number of the firm allotted by the income tax department and Tender Acceptance Letter (Annexure-2) failing which bidder's bid may be rejected.
- ii) Scanned copy of technical specifications of the items offered along with the supporting literature, brochures, drawings, names of the supplier / manufacturer, standard warranty period as offered by OEM and commercial terms, etc.
- iii) Scanned copy of documents like copies of DDs or proof of transaction of RTGS/NEFT payment for Tender document Cost & Earnest Money Deposit etc. should be uploaded on the portal. The original payment instruments like Demand Draft etc as specified in this tender document have to be sent to the following address

Sh. Shameem Khan
Joint Director (Systems)
NIELIT, Electronics Niketan,
6 CGO Complex, New Delhi-110003

by post/speed post/courier/by hand on or before Bid submission Closing Date & Time. Otherwise the tender will be summarily rejected without assigning any reason.

b. PRICE BID - Schedule of price bid in the form of BOQ_NP.xls

The below mentioned Financial Proposal/Commercial bid format is provided as BoQ_NP.xls along with this tender document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD shall be forfeited .

18. L1 shall be evaluated on total amount inclusive of taxes as mentioned in the Financial Bid Format.
19. The Bids must be submitted **online only** at CPPP website: <https://eprocure.gov.in/eprocure/app>. on or before the due date, i.e., **30-JAN-2017 by 03:00 P.M.** Bids, submitted after the due date & time are liable to be rejected. The Technical bids received online will be opened on **31-JAN-2017 by 03:30 P.M.**
20. Tenderer is duty bound to observe all the Laws, Rules, Regulations, Policies, Procedures and Guidelines of the Central Vigilance Commission and Government of India as in force from time to time.

21. NIELIT reserves the right to accept or reject any bid or cancel tender proceedings without assigning any reason whatsoever.
22. NIELIT reserves the right to change (increase/decrease) the quantity of items to be procured or to place Purchase Order for the selected items only, that is, some of the items may be omitted from procurement in entirety.
23. Incomplete quotations are liable to be rejected.
24. All the pages and writeup/documents uploaded with the quotation should be sequentially numbered and shall be signed by authorised signatory with organisation's rubber stamp.
25. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail.
26. The bidders shall not submit Conditional tenders, tenders with suggestions on whatsoever ground, such tenders shall be summarily rejected and in such case NIELIT shall forfeit the EMD.
27. Any attempt of direct or indirect negotiation on the part of the tenderer with the authority who is competent to finally accept it after the submission of the tender; or any other endeavour to secure any interest or any influence by the tenderer by any means for acceptance of a particular tender will render the tenderer liable to be excluded from consideration. In this regard the bidder will sign an Integrity Pact which is attached as an Annexure G.
28. The rates are to be quoted by the bidders in Indian Rupees only and payment shall be made to successful bidders in Indian Rupees only. Statutory applicable taxes (Sales Tax, VAT, Service Tax, Entry Tax etc.) should be mentioned separately in the Financial Bid. **L1 will be evaluated on total price quoted inclusive of Taxes.** However quote should be inclusive of all other levies, statutory taxes and charges such as Octroi, Packaging & Forwarding charges etc. and should be delivered at the premises of respective NIELIT Centres mentioned in **Annexure A**. All prices shall be fixed and shall not be subject to escalation of any description. The rates must be quoted strictly as per the 'Financial Bid Format' provided in Annexure 'D'.
29. **SUPPLY**
 - (a) All the items (1 UPS, 1 Projector, 1 Interactive Board, 1 Visualizer and 1 Display Panel at each NIELIT Centre as mentioned at Annexure A) will be delivered, installed and commissioned by the bidder. All the expenses involved in shipping (Entry Tax etc.) of the equipment to the NIELIT Centres will be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility of the Bidder. NIELIT will have the right to reject the component/equipments supplied, if it does not comply with the specifications at any point of installation/inspections.
 - (b) All licenses applicable for the softwares and software subscriptions, should in the name of "National Institute of Electronics and Information Technology (NIELIT)".
30. **INSPECTION:** NIELIT or its representative shall have the right to inspect or to test the items to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspector at no charge to NIELIT. In case any inspected or tested goods fail to conform to the specifications, NIELIT may reject them and supplier shall either replace

the rejected goods or make all alterations necessary to meet specification required free of cost to NIELIT

31. **EARNEST MONEY DEPOSIT (EMD):** The Technical Bid must be accompanied by **scanned** copy of Demand Draft or proof of transaction of NEFT/RTGS payment for Earnest Money Deposit as well as Tender Document cost, as stated in **Annexure ‘C’** drawn on any Nationalized Bank/Scheduled bank in favour of NIELIT New Delhi. EMD shall be valid for a minimum period of 90 days from the opening date (original) of the tender. Quotations uploaded without EMD shall be rejected.
32. Bidders registered with MSME/NSIC may be given exemption as per rules on submission letter from MSME/NSIC.
33. **The DD in physical form duly sealed in envelope superscribed with “DDs towards EMD and Tender Document cost for the tender no. <Tender No> for Supply Installation Testing and Commissioning of UPS, Projector, Interactive Board, Visualizer, Display Panel” shall be dispatched/submitted at NIELIT Office at the address mentioned below:**

Sh. Shameem Khan
Joint Director (Systems)
NIELIT,
Electronics Niketan,
6 CGO Complex,
New Delhi-110003.

34. **Forfeiture of EMD:** The EMD will be forfeited under the following conditions:
 - (a) If the tenderer withdraws or amend, impairs or derogates from the tender in any respect within the period of validity of the tender.
 - (b) 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 of the bid.
 - (c) If the bidder fails to comply with any of the provisions of the terms and conditions of the bid document.
 - (d) If the selected bidder fails to execute agreement in prescribed format and furnish the bank guarantee within the prescribed time.
35. **Return of EMD:**
 - (a) The earnest money of all the unsuccessful bidders will be returned as early as possible after the expiry of the period of the bid validity but not later than 30 days of the issue of the purchase order. No interest will be paid by NIELIT on the Earnest Money Deposit.
 - (b) The Earnest Money of successful bidder shall be returned after acceptance of the material subject to submission of Performance Security Deposit of an amount equivalent of 10% of the total price of the items supplied as per the purchase order placed. The Performance Bank Guarantee shall be valid for 60 days more after the completion of all Contractual Obligations as per the tender documents including warranty.
36. **PERFORMANCE SECURITY:**

- a) Successful bidders shall submit a Performance Security of 10% of the cost of the equipment within 15 days of the placement of purchase order.
- b) The Performance Security shall be in the form of Bank Guarantee by any Nationalized Banks/scheduled banks.
- c) The Bank Guarantee shall be valid for 60 days more after the completion of all Contractual Obligations as per the tender documents including warranty.
- d) It is mandatory that for bank Guarantee to be acted upon must be routed through Structured Financial Messaging System (SFMS) from issuing Bank to our Bank by sending IFN 760 COV Bank Guarantee Advice Message. Thereafter, only physical Bank Guarantee will be taken as submitted and become operational. Our bank details for this purpose are

1	Beneficiary Name & Address	National Institute of Electronics & Information Technology (NIELIT) Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi-110003
2	Name of Bank	Bank of India
3	Bank Branch & Address	Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi-110003
4	Beneficiary Account No.	604820100000012
5	IFSC Code	BKID0006048

- (e) In case, supplier either fails to deliver the items within delivery period or does not provide satisfactory maintenance service during the warranty period, the Performance Security submitted by the firm shall be forfeited.
- (f) Performance Security shall be released after 60 days over and above the warranty period.
- (g) Warranty will start after successful delivery, installation and commissioning of equipments and after issuing of Acceptance Certificate.
- (h) 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.
- (i) No interest will be paid by NIELIT on the Performance Security.

37. The Financial Bids of only technically qualified bidders will be opened. The financial bids will be evaluated by a Tender Evaluation Committee.

38. EVALUATION CRITERIA

L1 shall be evaluated on total amount inclusive of taxes as mentioned in the Financial Bid Format.

39. On Site WARRANTY Maintenance

The warranty period for the systems shall be taken into account as per the "Warranty requirement mentioned in the Technical Specification" from the date of completion of supply of products, its successful installation/commissioning and acceptance by NIELIT, including free spare parts, kits etc, whichever is later.

The vendor shall fulfill the following conditions during warranty period:

- a) Any failure in the system or a subsystem thereof should be rectified within maximum period of 48 hours of lodging complaint at State Capitals and Sites with-public air-transport facilities
- b) Any system, failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem or where the penalty amount on account of downtime for three months has crossed 15.0% of the system value, will be totally replaced by the Vendor at his cost and risk within 30 days, from the date of last failure.

40. DELIVERY and INSTALLATION:

All aspects of safe delivery and installation shall be the exclusive responsibility of the Vendor. At the destination Sites, the cartons will be opened only in the presence of nominated Officer identified by the Centre Director NIELIT and Vendor's representative and the intact position of the Seal for not being tampered with, shall form the basis for receipt in good condition.

The supply installation testing and commissioning of the items must be made within **three (03) weeks** of placement of the purchase order. Any delay by the supplier in supply installation testing and commissioning of items shall render the supplier liable to any or all of the following sanctions - forfeiture of its Earnest Money Deposit, imposition of liquidated damage as per the respective Clause (next) or / and cancellation of the purchase order for being defaulter.

Vendor must apply to the respective authority for issue of road permit /waybill in time.

Delays on account of getting relevant permits shall not make vendors' eligible for waiver of penalties.

Delivery Challan needs to be signed and stamped on completion of delivery of items. In case any discrepancy with regard to sign, stamp or date etc on above delivery challan, a mail from concern user may be treated as delivery challan.

The Vendor should install all the items at specified site without any additional charge.

- 41. PENALTY FOR LATE DELIVERY:** If the supplier fails to either deliver any or all of the goods or do not complete the installation within the period as specified in this tender/purchase order, NIELIT shall without any prejudice to its other remedies, deduct liquidated damage at the rate of one per cent (1%) of the quoted price for the delayed goods for every week or part thereof subject to a maximum of 10% of the contract value.

42. PAYMENT

A pre-receipted bill in triplicate in the name of each NIELIT (Centre Name) will be submitted to NIELIT HQ duly supported by purchase order, Delivery

Challan. The payment will be processed after installation, commissioning and testing of the items at all sites as mentioned in Annexure A.

43. **FORCE MAJEURE:** In the situations which are beyond the control of vendor i.e. Acts of God, War, Floods, Riot, Earthquake, General Strike, Lock outs, Epidemics, Civil Commodities, such period may not be counted for penalty etc., however, the bidder shall provide their best possible service in given circumstances.
44. **ARBITRATION:** In the event of any dispute or disagreement under or in relation to this bid document or over the interpretation of any of the terms herein above contained or any claim or liability of the party, the same shall be referred to the independent arbitrator to be jointly nominated by Director General, NIELIT and the vendor. The intending party will serve notice in writing to the other party notifying its intention for appointment of Arbitrator if both parties fail to agree by mutual consent, then NIELIT will appoint the Sole Arbitrator. The provisions of Arbitration and conciliation Act 1996 shall apply. The Arbitration proceedings shall be held in Delhi. The Arbitrator will give reason for his award and the award passed by the Arbitrator shall be final and binding upon both the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act 1996, or of any modifications or reenactment thereof including the rules framed there under.
45. **Jurisdiction:** All disputes arising over all the terms and conditions in this bid document shall be in the exclusive jurisdiction of courts in Delhi only.

46. Contractual Obligations

- a. The vendor will supply, install, integrate, testing and commissioning of equipments at all locations mentioned in Annexure A.
- b. During the warranty period (03 years) the vendor will provide all the hardware, software, firmware etc. free of cost to enable the functioning and running of the system.

47. Pre-Bid Meeting:

- a. NIELIT will host a Pre-Bid Meeting of prospective bidders as per the schedule mentioned at page no-1. The representatives of the interested organizations may attend the pre -bid Meeting at their own cost. The purpose of the Meeting is to clarify any doubts regarding the scope of work. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the tender document. A maximum of two representatives of each Bidder shall be allowed to participate in the conference. The venue for the Pre bid Meeting is mentioned below:

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

- b. Any change in Venue and Time for Pre-Bid Conference will be displayed on NIELIT website <http://nielit.gov.in> and <https://eprocure.gov.in> at least one day before the schedule of Pre-Bid Meeting. Enquiries and clarification, if any, shall be addressed to:

Sh. Akash Sharma,

Deputy Director (Systems)

National Institute of Electronics and Information Technology,

Electronics Niketan, 6, CGO Complex, New Delhi – 110003

Phone. No: 8527131188

Email: akash@nielit.gov.in

- c. All pre-bid queries that are received by email in prescribed format on or before the date mentioned in the schedule will be addressed by NIELIT in the Pre-bid Conference. NIELIT shall aggregate and respond to all such queries as per the schedule bidding. The response to clarifications will be issued as a Corrigendum to the original tender document.
- d. During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration. NIELIT shall endeavour to provide clarifications and such further information as it may, in its own sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding.
- e. In respect of clarification received, the following shall apply:
- i. NIELIT reserves the right not to consider any condition or query that, in the own sole discretion of NIELIT, is found unacceptable.
 - ii. 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 on NIELIT <http://nielit.gov.in> and <https://eprocure.gov.in>
 - iii. In respect of suggestions/alterations proposed, NIELIT may consider them and the result will be published on NIELIT Website <http://nielit.gov.in> and <https://eprocure.gov.in>
 - iv. If NIELIT deems it appropriate to revise any part of this Tender Document or to issue additional data to clarify an interpretation of the provisions of this Tender Document, it may issue supplements to this Tender Document. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, official communication over email/ post, etc. will be communicated to all the bidders by putting up on NIELIT Website (<http://nielit.gov.in>), and <https://eprocure.gov.in>. Any such supplement shall be deemed to be incorporated by this reference into this Tender.
 - v. 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, and the extended date will be displayed on the website <http://nielit.gov.in> & <https://eprocure.gov.in>.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app> .

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be

moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

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

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the prices bid has been given as a standard Bill of Quantities (BoQ) format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact numbers for the helpdesk are 0120-4200462, 0120-4001002 and mobile number 91 88262-46593.

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

Date: _____

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 60(5)2016-NIELIT-HQ-Part-2

Name of Tender / Work: -

Supply Installation Testing and Commissioning of UPS, Projector, Interactive Board, Visualizer & Display Panel

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement.

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. ____ to ____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit and initiate legal action under Prevention of Corruption Act 1988 and stipulations contained in Indian Penal Code.

Yours faithfully,
(Signature of the Bidder, with Official Seal)

List of Items

S. No.	Item Name		Quantity Required		
1	UPS 1 KVA		17		
2	Projector		17		
3	Interactive Board		17		
4	Visualizer		17		
5	55" LED Screen		17		
Location of NIELIT Centres where the above items have to be installed					
1	Delhi	7	Tezpur	13	Kokrajhar
2	Lucknow	8	Silchar	14	Jorhat
3	Jammu	9	Patna	15	Lunglei
4	Leh	10	Shimla	16	Ropar
5	Senapati	11	Ranchi	17	Pasighat
6	Churchandrapur	12	Chuchuyimlang		

Technical Specifications of UPS 1 KVA
<ol style="list-style-type: none"> 1. Capacity: 1 KVA 2. Battery Backup: 60 minutes 3. Input Voltage: 140 V AC to 280 V AC 4. Input DC Voltage: 24 V 5. Input Frequency: 50 Hz \pm 6% 6. Input Compatibility: D/G Set 7. Output Voltage: 220V + 9% (Mains Mode), 220V+5% (Battery Mode) 8. Output Frequency: 50 Hz \pm 6% (Under Mains Mode), 50 Hz \pm 1% (Under Battery Mode) 9. Protection: Short Circuit, Overload, Low Battery 10. Indicators: Mains On, Load on Battery 11. Audible Alarm: Main Failure, Battery Low 12. Temperature: 0° C to 45° C

Technical Specifications of Projector
<ol style="list-style-type: none"> 1. Power Supply: 220 to 240 V AC, 50/60 Hz 2. Resolution: Min 1024 x 768, WXGA 3. Computer Compatibility: VGA (640 x 480) to WUXGA (1920 x 1200) 4. Compatibility with Computer OS: Win XP onwards, Linux, Apple Mac 5. Lamp Life: Min. 20,000 Hrs. 6. Brightness: Min. 2000 lumens 7. On Screen Menu: English 8. Contrast Ratio: Min. 1000:1 or better 9. Aspect Ratio: Min. 16:9 10. Input/Output Connections: 1 VGA, 1 HDMI, 1 VGA out 11. Accessories: Power cord (15 meter), VGA cable (15 meter), wireless remote control, Remote Batteries, Carry Bag, HDMI Cable (15 meter), Lens Cover etc. 12. Screen/Wall Mounted: Yes 13. Ceiling mount kit as required with necessary accessories. 14. Built in WiFi System.

Technical Specification of Interactive Board
<ol style="list-style-type: none"> 1. Size: 77"/78" 2. Board Surface: Scratch resistance surface, maintenance free 3. Aspect Ratio: 16:9 4. Writing Tools: Pen, Stylus, Finger 5. Power Supply: AC 220 -240V 50/60 Hz 6. Computer Interface: USB and Bluetooth 7. Computer Compatibility: Must be compatible with Laptops, Desktops. 8. Technology: Touch (Resistive, Optical, Infrared) 9. Accessories: USB Interface cable, Electronic Pen & Pen holder, Eraser, Markers (1 Black, 1 Red, 1 Blue), Software (CD-ROM), Wall Mounting Operating Instructions & Installation Manual

Technical Specification of Visualizer

1. Sensor: 1/3" CMOS
2. Total Pixel: Min. 2 Mega Pixel
3. Zoom: Min. 15x Optical or better, 9x digital
4. Frame Rate: Min. 25
5. Shooting Area: Max : 13.5" x 10.6" Min : 0.1" x 0.1"
6. Focus: Auto/Manual
7. Resolution: It should have 820 TV Lines or more
8. Signal Support: It should support the following resolutions 1024×768; 1280×1024; 1360×768; 1920×1080 or more.
9. White Balance: It should have option of Auto/ Manual White Balance.
10. Multimedia Function: It should have the following Functions: Color/Black-White, Mirror, Rotate, brightness control, freeze.
11. VGA Input: It should have at least 1 VGA inputs, 1 HDMI-IN
12. RS-232 Input: It should have RS-232 Port for Control.
13. AV Output: It should have Video Outx1, 1 VGA, 1HDMI-OUT
14. USB Output: It should have USB Port ×1
15. Control Modes: Following Control Options are required, Control Panel; Remote Controller; RS-232 Control or more
16. Power Source It should work on 100-240Volts 50-60HZ or better.

Technical Specification of LED Screen

1. Screen Size: 55 inches
2. Aspect Ratio: 16:9
3. Picture Quality: Full HD (1920*1080)
4. Input: Minimum Two HDMI, One USB, One RS232
5. Contrast Ratio Minimum 400000:1
6. Refresh Rate: 60 Hertz
7. Power Consumption: Power consumption of 90 Watts or less
8. Energy Star rating: The panel should be energy Star rated
9. Speaker: Min. 2 speakers of 10W each
10. Brightness: Min. 300 nits

Prefixed EMD

S. No.	Item Name	Quantity Required	Amount (₹)
1	UPS 1 KVA	17	1.6 Lakh
2	Projector	17	
3	Interactive Board	17	
4	Visualizer	17	
5	55" LED Screen	17	

Financial Bid

Name of the Tenderer : _____

Address for Correspondence: _____

I/we hereby submit the consolidated financial proposal for **Supply Installation Testing and Commissioning of UPS, Projector, Interactive Board, Visualizer & Display Panel**, as per the Scope of work given in this tender document within the time specified and in accordance with the terms and conditions. The rates are quoted in the prescribed format given below:

S.NO	Description of the Items	Quantity	Unit Price with 03 years comprehensive onsite warranty in ₹	Taxes/Unit (if any) In ₹	Total Amount with Taxes in ₹
A	B	C	D	E	F=C*(D+E)
1	UPS 1 KVA	17			
2	Projector	17			
3	Interactive Board	17			
4	Visualizer	17			
5	55" LED Screen	17			
		Total			
Declaration: The rates quoted above are at par with prevailing market rates and services/ Products/ Goods supplied, will be of requisite specification and quality.					

Total Bid Price in Indian Rupees (In Words Rupees _____)

Note:

1. The rate should not be provided as a percentage figure.
2. The Tenderer is advised to quote rate in absolute Indian Rupees.
3. The rate quoted shall be valid for 180 days from the date of opening of technical bid. The period can be extended with mutual agreement.
4. No condition will be entertained and conditional tender will be rejected.
5. Billing will be on as per actual.

Date _____

Signature of Tenderer _____

Name: _____

Designation: _____

Company Seal

SELF-DECLARATION – NON BLACKLISTING
(On Non-Judicial Stamp Paper of ₹100/- duly attested by the Notary Public)

To,

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

Sir,

In response to the RFP No. _____ Dated _____. for “**Supply Installation Testing and Commissioning of UPS, Projector, Interactive Board, Visualizer & Display Panel**”, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices in similar services either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body during last three years preceding the date of submission of bid.

We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices in similar services by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission during last three years preceding the date of submission of bid.

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

Thanking you,

Yours faithfully,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -

Date:
Place:

PRE-BID QUERIES FORMAT

Name of the Tenderer:

Address of the Tenderer:

Name of Person(s) Representing the Tenderer:

Name of Person	Designation	Email-Id (S)	Tel. Nos. & Fax Nos., Mob. Nos.

Query / Clarification Sought:

S. No.	RFP Pg.No.	RFP Rule No./Clause	Rule Details	Query/Suggestion/C larification

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.

TEXT OF THE PRE-CONTRACT INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

BETWEEN

NIELIT

AND

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the _____ (month and year) between, on one hand, the Director General, NIELIT acting through Dr. Ahwini Kumar Sharma, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (name of the Stores/ Equipment/ Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any

bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator/ authorized government sponsored export entity of the stores and has

not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1. While submitting commercial bid, the BIDDER shall deposit an amount _____ as specified in the RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument, as stated in RFP.

5.2. The Earnest Money / Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

6.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with the Central Vigilance Commission.

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the NIELIT, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on ____

BUYERBIDDER

Name of the Officer.

Designation

NIELIT

Witness Witness

1. _____ 1. _____

2. _____ 2. _____