



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

REQUEST FOR PROPOSALS (RFP)

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

| Sl. No | Description of the Tender/RFP | Tender Ref No and date | Estimated Tender value in Rs | Last date & time of bid submission | Date & time for opening of Bid |
|--------|---|---|------------------------------|------------------------------------|--------------------------------|
| 1. | Supply & Installation of Physics Lab Equipment at NIELIT Agartala | NIELIT/AGT/Lab Eqpt/55/2011/Physics Dated 10 th August 2016 | 5 Lakhs | 31.08.2016 (02:00 PM) | 02.09.2016 (02:00PM) |

Details of the RFP can be downloaded from the following websites

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

Sd/ – Director-in-Charge

NIELIT – Digital Literacy For All

National Institute of Electronics and Information Technology

Request for Proposal (RFP)

For

Supply & Installation of Physics Lab Equipment

At NIELIT Agartala

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

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

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

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

Fact Sheet

| S. N | Particular | Details |
|-------------|---|--|
| 1 | Tender ID | NIELIT/AGT/Lab Eqpt/55/2011/Physics |
| 2 | Tender date | 10 th August 2016 |
| 3 | Selection Method | Pre-Qualification with Least Cost based selection |
| 4 | Availability of RFP | RFP can be downloaded from NIELIT website http://nielit.gov.in or http://nielit.gov.in/agartala or http://eprocure.gov.in |
| 5 | Earnest Money Deposit (EMD) | Earnest Money Deposit of amount Rs. 10,000/- (Rs. Ten Thousand only) . Demand Draft/FDR/Banker's Cheque in favour of NIELIT Agartala Centre and payable at Agartala from any of the Nationalised Bank. |
| 6 | Performance Security | 10% of the total cost of ownership in form of Bank Guarantee in favour of NIELIT Agartala Centre and payable at Agartala from any of the Nationalised Bank. |
| 7 | Nodal Officer for correspondence and clarification | Shri Niladri Das Scientist-D NIELIT Agartala R.K. Nagar, (Opposite NEEPCO), Khayerpur, Bodhjunnagar, Agartala 799008, Tripura (West), Tel: 0381-2391010, email: niladridas@nielit.gov.in |
| 8 | Estimated Tender value | Rs 5 Lakhs |
| 9 | Last date for Pre bid queries | 19.08.2016 (11.00 AM) |
| 10 | Pre bid conference | A pre-Bid meeting will be held on 22.08.2016 at 11:00 AM at NIELIT Agartala Centre . |
| 11 | Last date of bid submission | Proposals must be submitted online no later than the following date and time: 31.08.2016 (02.00 PM) through through e-Procure Portal (http://eprocure.gov.in/eprocure/app) |
| 12 | Opening of bid | 02.09.2016 (02:00 PM) |

1. Background Information

1.1. Basic Information

- a) NIELIT invites Online Tenders through e-Procure Portal (<http://eprocure.gov.in/eprocure/app>) to this Request for Proposals (“RFP”) from OMs Agencies/Authorized Partners (“Bidders”) for the provision of Hardware as described in this RFP, “Scope of Work”. **Manual Bids will not be accepted.**
- b) Any contract that may result from this RFP Process will be issued for a term of minimum Three year (“the Term”) which would include the supply, warranty and maintenance support. The warranty would be for a period of atleast 1 year or as per the warranty of OEM whichever is higher and AMC for 2 years after warranty.

1.2. About NIELIT

NIELIT is a 100% owned organization of the Ministry of Electronics & Information Technology, Government of India, actively engaged in Capacity Building and Skill Development in the areas of IT; Electronics; Communication Technologies; Hardware; Cyber Law; Cyber Security; IPR; GIS; Cloud Computing; ESDM; e-Governance and related verticals.

NIELIT offers courses both in the Formal as well as the Non-Formal sectors of education and is also one of the National Examination body which accredit institutes / organizations for the conduct of courses in the Non Formal IT & Electronics Sectors.

NIELIT has been mandated to undertake various projects under Capacity Building in IECT with the objective of creating human resources at various levels including development of employment and self-employment linked quality and cost effective training programmes, besides conducting IT Literacy programmes for the masses, especially targeted towards the rural/ underdeveloped areas in the country. NIELIT is also the preferred agency for many State Governments for rolling out IT Literacy programmes for its employees and the masses.

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

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

2. Instructions to the Bidders

2.1. General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the requirement. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the NIELIT on the basis of this RFP
- c) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

2.2. Compliant Tenders / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done

after careful study and examination of the RFP document with full understanding of its implications.

- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.

2.3. Pre-Bid Meeting & Clarifications

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

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

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

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

- a) The Nodal Officer notified by the NIELIT will endeavor to provide timely response to all queries. However, NIELIT makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NIELIT undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, NIELIT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website of NIELIT <http://nielit.gov.in> or <http://nielit.gov.in/agartala> or <http://eprocure.gov.in>.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, NIELIT may, at its discretion, extend the last date for the receipt of Proposals.

2.4. Right to Terminate the Process

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

2.5. Earnest Money Deposit (EMD)

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

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

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

2.6. Submission of Responses

- a) The bidders should submit their responses as per the format given in this RFP in the following manner:
- i. Response to Pre-Qualification Criterion
 - ii. Technical Proposal
 - iii. Commercial Proposal
- b) Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- c) Bids must be submitted **online** through e-Procure Portal (<http://eprocure.gov.in/eprocure/app>) on or before the stipulated time mentioned in the Fact Sheet. No bid will be accepted after the said date & time for submission of the bid.

2.7. Site Inspection

Bidders are advised to inspect the site and its surroundings where these equipment are to be installed and satisfy them before submitting their tenders. A bidder shall be deemed to have full knowledge of the work whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

2.8. Acceptance

Acceptance Test shall be conducted, before commissioning by NIELIT and its representative. The tests to be carried out, test procedures, test schedules, test equipment and tools, and expected test results are to be provided by the vendor to meet all the specified parameters/ service requirements. The date on which Final Acceptance Certificate is issued shall be deemed to be the date of successful commissioning of the Equipment.

The Bidder shall provide such packing of the Equipment as is required to prevent their damage or deterioration during shipment. The Bidder shall promptly repair or replace any Equipment that is damaged in transit. The packing, marking, and documentation within and outside the packages shall also comply strictly with the requirements. The Bidder shall insert in each case a packing list, fully itemized to show case number, contents, gross and net weight, and cubic measurement.

If the Equipment fail to meet the standards of performance for Acceptance Testing and during warranty period due to faulty part/component, the replacement of faulty part/component has to be carried out by the Bidder free of cost. Freight, insurance and other allied expenditure like customs duties etc. for such part/component shall be the liability of the Bidder. Bidder will reimburse to NIELIT the cost incurred by NIELIT, if any, on replacement of such faulty part/component.

If it becomes necessary for the Bidder to replace or renew any defective portions of the Equipment under this clause, the provisions of this clause shall apply to the portions of the Equipment so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the warranty period whichever may be the later. If any defects be not remedied within 15 (Fifteen) days from the date of communication thereof or within such other specific period as may be allowed by the NIELIT in his discretion on application made to that effect by the Bidder, the NIELIT may proceed to carry out the work at Bidder's risk and expense, but without prejudice to any other rights which the NIELIT may have against the Bidder in respect of such defects.

2.9. Training to NIELIT/Department

Bidder shall provide training to the personnel nominated by the NIELIT to enable them to have sufficient knowledge and skill to effectively manage, maintain, use and operate Equipment and to change/modify program during installation, warranty and O&M period.

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

2.10. Preparation and Submission of Proposal

2.10.1. Proposal Preparation Costs

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

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

2.10.2. Language

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

2.11. Evaluation process

A Proposal evaluation committee shall be constituted by the NIELIT. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

2.11.1. Tender Opening

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

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

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

2.11.2. Tender Validity

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

3. Criteria for Evaluation

3.1. Pre-Qualification (PQ) / Eligibility Criteria

| S. No. | Basic Requirement | Specific Requirements | Documents Required |
|--------|---|---|--|
| 1. | Sales Turnover in Lab Equipment Sales & Maintenance services | Average Annual Turnover during each of the last three financial years (FY 2012-13, 2013-14, 2014-15), should have a minimum of Rs. 5 Lakhs that is generated from Lab Equipment Hardware supply and their associated maintenance services, etc. | <ul style="list-style-type: none"> Extracts from Audited/ Certified financial statements and Annual Accounts sheet for last three financial years as per financial year of participating company/firm OR; Certificate from Chartered Accountant and Authorized Signatory |
| 2. | Bidder should be a Company/firm registered under the Indian companies act (or) a firm registered under the Limited Liability Partnership Act, 2008 (or) a firm registered under the Partnership Act, 1932 for last 3 years. | | Certificate of Incorporation and Articles of Association of the Participant in case of Company / Limited Liability Partnership Agreement in case of LLP |

| S. No. | Basic Requirement | Specific Requirements | Documents Required |
|--------|---|--|--|
| 3. | Certificates | <p>Apart from company / firm registration, Participant must have registered under the following:</p> <ul style="list-style-type: none"> ▪ Valid Service Tax Registration Certificate; ▪ Valid Value Added Tax (VAT) registration Certificate ▪ Income Tax Return with for last three FY (201<u>2</u>-1<u>3</u>, 201<u>3</u>-1<u>4</u>, 201<u>4</u>-1<u>5</u>) | Copy of all the mentioned certificates/ITR certified by authorized signatory |
| 4. | Letter of authorization from OM | The bidder should be an OM or their authorized dealer/representative. In case of authorized/dealer representative, a letter of authorization/dealership clearly stating the component/equipment for which the authorized representative is representing on behalf of the original manufacturer (OM) must be furnished. | Letter of authorization; as per template provided |
| 5. | Technical Capability Bidder should be an established agency | Bidder must have successfully undertaken at least One assignment of similar nature not less than the amount of Rs. 3 Lakhs | Completion Certificates from the client |
| 6. | The Bidder in case of OEM) preferably should have ISO 9001: 2000/2008 Certificate | | Copy of Valid ISO 9001:2000/2008 certificate to be submitted certified by authorized signatory |
| 7. | Local Service Centres | The bidder should have presence in Agartala/Guwahati/Kolkata with support Centres. The bidder should have technical manpower with experience to provide service for support under this contract. | A Self Certified letter by authorized signatory |
| 8. | Participant should not be an entity which has been black-listed by Government | A self-certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government (Central/ State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as on bid submission date, must be | Self-Certified letter by authorized signatory |

| S. No. | Basic Requirement | Specific Requirements | Documents Required |
|--------|-------------------|--|--------------------|
| | | submitted on original letter head of the bidder with signature and stamp | |

3.2. Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility criteria requirements would be considered as qualified to move to the next stage of Technical Evaluations.

The Product offered should meet all the technical and functional specifications given in the section “Scope of Work”. Non-compliance to any of the technical and functional specification will attract rejection of the proposal.

3.3. Commercial Bid Evaluation

- The Financial Bids of only technically qualified bidders will be considered.
- Any conditional bid would be summarily rejected.

4. Appointment of vendor

4.1. Right to reject Proposal

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

4.2. Performance security

NIELIT will require the selected bidder to provide an *irrevocably, unconditional* Performance Security in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Nationalised bank, Bank Guarantee from a Nationalised bank, before issue of Purchase Order/Signing of contract, for a value equivalent to 10% of the total cost of the contract. The Performance security for the supplied items should be valid for a period of minimum 38 months/till 2 months beyond completion of Contract whichever is later. The selected bidder shall be responsible for extending the validity date and claim period of the Performance security as and when it is due on account of non-completion of the supply order, Warranty period and AMC period. In case the selected bidder fails to submit performance security within the time stipulated, the NIELIT at its discretion may cancel the order placed on the selected bidder without giving any notice and forfeit the EMD. NIELIT shall invoke the performance security in case the selected Vendor fails to discharge their contractual obligations during the period or NIELIT incurs any loss due to Vendor's negligence in carrying out the supply order implementation as per the agreed terms & conditions.

4.3. Signing of Contract

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

5. Terms and Conditions: Applicable Post Award of Contract

5.1. Right to Terminate the Process

NIELIT reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by NIELIT under the following circumstances:-

- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The bidder goes into liquidation, voluntarily or otherwise.

- c) If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The NIELIT reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- d) If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- e) In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, NIELIT reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.

5.2. Liquidated Damages

- a) Notwithstanding NIELIT's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.
- b) Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value of the order value.
- c) Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- d) NIELIT reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by NIELIT to the bidder. Liquidated damages will be calculated on per week basis.

5.3. Limitation of Liability

- a) The Bidder shall be liable to the NIELIT for damages that may have been suffered by NIELIT on account of time and cost overruns attributable to the Bidder.
- b) Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.
- c) The total cumulative liability of either party arising from or relating to this contract shall not exceed the total amount paid to the Bidder by the client under that applicable statement of work that gives rise to such liability (as of the date the liability arose); provided however, that this limitation shall not apply to any liability for damages arising from (a) Willful misconduct or (b) Indemnification against third party claims for infringement.

5.4. Penalty

- a) The Bidder shall perform its obligations under the agreement entered into with the NIELIT, in a professional manner.
- b) The Bidder should perform all the activities as per timelines and parameters stipulated by NIELIT in this RFP, failing which NIELIT may at its discretion impose penalties on the Bidder as defined in the RFP. The penalties on the delivery of the Lab Equipment will be deducted from the payment to the vendor @ 1% of the project cost per week subject to a maximum of 10% or termination of the contract.
- c) If any act or failure by the bidder under the agreement results in failure or inoperability of Equipment and if the NIELIT has to take corrective actions to ensure functionality of its property, the NIELIT reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

5.5. Dispute Resolution Mechanism

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

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

5.6. Force Majeure

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

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

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

6. Technical Requirements

The successful Bidder shall procure the Lab Equipment as required from a reputed OM. The Bidder shall note that the specification provided is the minimum requirement and can supply better specification if required. The Bidder shall supply all components as per requirements of the RFP. The Bidder shall be responsible for supply of the Lab Equipment and installation at NIELIT Agartala centre.

All Lab Equipment proposed by the bidder shall be licensed to NIELIT and will be the property of NIELIT. The Bidder has to prepare and submit a delivery report including details of all components supplied. The delivery report will be validated by NIELIT.

The Lab Equipment provided by the Successful Bidder shall meet all the Service Level requirements as mentioned in the RFP. While the basic Bill of Material will not change, any change in the BOM specification will be done only to provide a higher specification.

Successful bidder will be expected to bring all the installation equipment and tools required for the installation of the Equipment. All the work shall be done in a conscientious manner as per the OM guidelines and best industry practices. The Equipment shall be subjected to inspection at various stages. Local regulation/codes shall be followed at all times. The Successful Bidder shall follow all Safety Regulations and Practices at the time of installation and implementation.

The Successful Bidder shall not cause any damage to buildings/installation site and property and will perform restoration to the original condition to the satisfaction of Board authorities, if any damage occurs.

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

The bidder should provide all relevant documentation including:

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

7. Service Level Agreement

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

7.1 SLA Signing

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

7.2 Format of SERVICE LEVEL AGREEMENT

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

And

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

WHEREAS:

Service Provider is willing to provide NIELIT Agartala with the "Supply, Installation & Commissioning of Lab Equipment" accordance with the terms and conditions of this Agreement;

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

1. Delivery Period

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

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

2. Service Outage Reporting

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

3. Process for resolving performance issues

Any performance issues on the part of <Service Provider> shall be discussed within four hours of their occurrence by <Company> management. This can be in the form of a face-to-face meeting or an electronic conference via Skype, GotoMeeting or other accepted conference system. Issues will be presented by <Company> representatives and <Service Provider> will have the opportunity to explain its performance. Minutes of such meetings will be recorded. If <Service Provider> accepts report by <Company> it will have 72 hours to remediate the issue. If <Service Provider> rejects report by <Company> it will have 24 hours to provide a suitable explanation and proposal for remediation.

7.3 Remedies for failure to provide acceptable performance, escalation procedures

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

7.3.1 Implementation Service Levels

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

7.3.2 Manpower Related Service Levels

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

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

7.4 Protection of intellectual property

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

7.5 Compliance with legislation, regulations, practices

<Service Provider> warrants that the services to be provided are in compliance with all applicable laws, statutes, regulations and other legal provisions applicable to this agreement.

7.6 Termination of agreement

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

7.7 Arbitration:-

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

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

Date:

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

Witnesses

- 1.
- 2.

8. Details on Scope of Work

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

- Supply and installation of Lab Equipment at NIELIT Agartala.
- Maintenance of the supplied Lab Equipment for 2 years after warranty.

Equipment to be supplied shall be latest models manufactured with 100% new OM parts. All products to be supplied should be part of current production as on the date of award of the tender. For purpose of this contract “current production” shall mean that the equipment model has been manufactured and introduced in the Indian market as new equipment. **Refurbished** equipment are not acceptable in any case.

IMPORTANT NOTE: The Bidders may substitute alternative standards, alternative brand names in its bid, provided that it demonstrates equal or better to the specifications of bidding document. Do not mention Best Quality/Good Quality/Superior Quality, etc. Instead give make and brand of items quoted.

The bid for same equipment cannot be submitted both by the OM and by its Authorized Representative. Whether an OM or its authorized representative bids for the tender may have to furnish a letter categorically stating that the said firm/agency is bidding exclusively for the said component and no authority has been given to any other agency/firm. An OM shall not be allowed to be part of more than one bidder for a particular Lab Equipment. An OM, however, shall be allowed to authorize more than one Bidder for different Lab Equipment.

All equipment ordered as stated in the RFP must be shipped fully configured with the required memory, components, and selected or specified operating Equipment.

Table 1: Physics Laboratory Items:

| Sl No | Item Name & Description / Specification | Quantity |
|----------------------|---|----------|
| Capital Items | | |
| 1 | Determination of MH and M/H of a bar magnet. | 4 |
| | (i) Box type vibration magnetometer | |
| | (ii) Deflection magnetometer | |
| | (iii) bar magnets (two), stop watch- 1 analog stop watch, 1 electronic timer | |
| 2 | Precision Balances: Readability (0.1 mg to 1 g), Capacity (410g to 64g), Minimum weight (0.012 to 180g) | 1 |
| 3 | To determine the angle of prism and also angle of minimum deviation for parallel rays using Spectrometer and hence to find refractive index of the material of the prism supplied. (i) Spectrometer, (ii) Prism, (iii) Sodium vapour lamp/Mercury vapour lamp, Reading lens. | 2 |
| 4 | Resistivity and band gap measurement. (i) 4 probe set up (spring loaded probes), (ii) Sample- Ge/Si (chip/slice), (iii) oven-200oC (glowing LED indicator when oven power supply is ON), (iv) Multirange digital voltmeter- Range *1(0-200.0 mV) & *10(0-2.000)V, Resolution-100 V at *1range, Accuracy- 0.1% of reading 1digit, Display-7 segment LED with auto polarity and decimal indication, Overload indicator-sign of 1 on the left and blinking of other digits. (v) Constant current generator- Open circuit voltage- 18V, Current range- 0-20mA, Resolution- 10 A, Accuracy- 0.25% of reading 1 digit, Load regulation: 0.03% for 0 to full load, Line regulation- 0.05% for 10% changes. | 2 |

| | | |
|---|---|---|
| 5 | Programmable curie temperature measurement system. | 1 |
| | (i) Tube Size – 40 mm x 200 mm | |
| | (ii) Maximum temperature – 700°C | |
| | (iii) Controller- Digital temperature PID Controller | |
| | (iv) Heating elements – Kanthal heating elements | |
| | (v) Thermocouple – ‘K’ type | |
| | (vi) Sample holder – Stainless Steel Cup and Rod | |
| | (vii) Muffle Size – 40 mm x 200 mm | |
| | (viii) Power – 220 volt single phase | |
| | (ix) Load – 500 watt (Approx.) | |

8.1. No Advance Payment

No advance payment will be made to any supplier.

8.2. Installation of Lab Equipment

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

8.3. Warranty period, maintenance & technical support

The warranty period of all capital item shall commence after receipt of the items in good working condition and from the date of its satisfactory installation and acceptance test by the consignee.

The warranty period and validity of Performance security shall be extended for the period of delay in satisfactory installation and delay in warranty services.

All the Capital items / Lab Equipment shall be covered under onsite comprehensive warranty of at least 1 year or as per the warranty of OEM whichever is higher and AMC for 2 years after warranty.

8.4. Deliverables & Timelines

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

9. Payment Terms and Procedure

9.1. Payment Schedules

The payment amount will be equal to the amount specified in financial bid of the bidder. Payments will be released only on Satisfactory acceptance, Installation and Commissioning of the deliverables for each Lab equipment.

Form 1: Compliance Sheet for Pre-qualification Proposal

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

Form 2: Particulars of the Bidders

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

Form 3: Compliance Sheet for Technical Proposal

| S. No | Requirement | Proposed Equipment | Version & Year of Release & EOL expected | O&M Support (Warranty/Support as required as per RFP) | OM | Features mandated in RFP [to be filled by Nodal Agency] |
|-------|-------------|--------------------|--|---|----|---|
| | | | | | | |

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

Date.....

Bid No.....

To

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

Sir,

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

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

We agreed to abide by all Terms and conditions of this Bid for a period of 180 days after the date fixed for Commercial Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

Dated _____

(Signature)

SEAL

Annexure-1**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

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