

**Inviting Quotations through
e-Procure Portal
For
*“Data synchronization for Tally ERP 9 at 21 locations including NIELIT HQs & Deputation of Tally
Support Manager at NIELIT HQ”***

Tender Ref. No: NIELIT/HQ/GEN/127/2019

Dated: 04-03-2020



**National Institute of Electronics & Information Technology (NIELIT)
NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8,
Dwarka, New Delhi – 110 077**

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SCHEDULE OF EVENTS

Nature of the Project	Synchronization of Tally with NIELIT Headquarters and 21 Centres
Mode of Tendering	e-Tender(online) on URL https://eprocure.gov.in/eprocure/app
No. of covers – 02(Two)	a) Technical Bid b) Financial Bid
Cost of Tender Fee	NIL
Approx. cost of work	Rs. 2,04,000/- (Rupees Two Lac four Thousand Only) [Exclusive of Taxes]
Earnest Money Deposit (EMD)	Bid Securing Declaration in the form of Annexure-V is to be submitted by all prospective bidders.
Details of contact Person for clarifications/queries	Ms. Chaman Sharma NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi – 110 077 Email: chaman@nielit.gov.in Mobile No. 9650249797
Date & Time of Publishing of e-Tender	04-03-2020, 05:30 PM
Last Date, Time for Submission of Bid	26-03-2020, 05:30 PM
Date & Time for Opening of Technical Bid	30-03-2020, 11:00 AM
Date & Time for opening of Financial Bid	Will be communicated later to the technically qualified bidder
Validity of Bid	180 days

IMPORTANT NOTE

- 1)** Tender documents may be downloaded from Central Public Procurement Portal <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-I** regarding 'Instructions for online Bid Submission '.
- 2)** Tenderers 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 e-procurement. Hard copy of the tender documents will not be accepted.

A. Letter Of Invitation

National Institute of Electronics & Information Technology (NIELIT), An Autonomous Scientific Society of Ministry of Electronics & Information Technology invites Online Tenders through e-Procure Portal (<https://eprocure.gov.in/eprocure/app>) for “Synchronization of Tally with NIELIT Headquarters and 21 Centres”. A Covering Letter on the Company’s Letter Head shall be submitted in the prescribed format provided as **Annexure-II** of this tender document. Manual bids shall not be accepted in any case and hence, shall be summarily rejected.

B. About NIELIT

- 1) **National Institute of Electronics and Information Technology (NIELIT)**, an Autonomous Scientific Society of Ministry of Electronics & Information Technology (MeitY), Govt. of India, was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). The Society is engaged both in the Formal & Non-Formal Education in the area of IECT besides development of industry-oriented quality education and training in the state-of-the-art areas and to establish standards to be the country’s premier institution for Examination and Certification in the field of IECT. It is also one of the National Examination Body, which accredits institutes/organizations for conducting courses in IECT in the non-formal sector of IECT Education & Training.
- 2) **At present, NIELIT has forty (40) offices located at Agartala, Aizawl, Ajmer, Aurangabad, Bhubaneswar, Calicut, Chandigarh, Chennai, Chuchuyimlang, Churachandpur, Delhi, Dibrugarh, Gangtok, Gorakhpur, Guwahati, Haridwar, Imphal, Itanagar, Jammu, Jorhat, Kohima, Kolkata, Kokrajhar, Kurukshetra, Leh, Lucknow, Lunglei, Pasighat, Patna, Pali, Ranchi, Ropar, Senapati, Shillong, Shimla, Silchar, Srinagar, Tezpur, Tura with its Head quarters at New Delhi. It is also well networked throughout India with the presence of about 800 institutes.**
- 3) **In the Non-Formal Sector, the NIELIT is implementing the NIELIT Scheme, ‘O’ Level (equivalent to Foundation Level), ‘A’ Level (equivalent to Advanced Diploma), ‘B’ Level (equivalent to MCA) and ‘C’ Level (designed to be at M.Tech Level) are being offered. O, A & B level courses are recognized by MHRD for the purpose of employment.**
- 4) **The Computer literacy programme of the NIELIT is an outcome of the recommendation of National Task Force on Information Technology and Software Development. Based on the recommendation, the Society in the year 1999 has launched a programme on computer literacy viz. ‘Course on Computer Concepts’, now popularly known as ‘CCC’. The programme equips a person to use the computers in day-to-day life for professional as well as personal use. It is an 80 hrs. programme, which has got recognition from various State and Central Government Departments as basic course for IT/Computer literacy for recruitment and career promotions.**

C. Eligibility of Bidders:

Following are the credentials for eligibility of Bidders:

- 1) Tender submitted by any Bidder who has been black listed by any State/ Central Government/ PSUs/Autonomous Body of Govt. of India will be rejected. Self Declaration Certificate on Non-Judicial Stamp Paper of Rs. 100/- (as per **Annexure –III**) is to be uploaded by the bidder on the e-Procure Portal.
- 2) The Bidder must be a **Proprietorship Concern/Company registered under Indian Company Act, 2013/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/LLP Registered under Limited Liability Partnership Act, 2008 having registered office located in Delhi/NCR**. A bidding firm should be an individual corporation/ company. **Consortium of companies/ firms is not allowed**. The bidder must upload duly signed and stamped (by authorized signatory of the bidder) scanned copy of the Certificate of Incorporation of the Company/ Firm's Registration Certificate in the e-Procure Portal.
- 3) **The Bidder must have minimum average annual turnover of Rs. 3.0 Lakhs for three (3) financial years i.e. 2016-2017, 2017-2018, 2018-2019 and should also be in Net profit & Positive Net worth during these three financial years. (Certified / Audited Balance Sheets and P&L statements for these three years should be uploaded in e-Procure Portal in support of the turnover and profitability). Duly signed and stamped (by authorized signatory of the bidder) scanned copy of the Required CA certificate shall also be uploaded in e-Procure Portal.**
- 4) Bidder should be authorized partner for government and very large organization by Tally solutions Pvt Ltd. Bidder has to compulsorily produce Authorization certificate by OEM i.e. M/s Tally Solutions Pvt. Ltd. certifying them to be an Authorized dealer/service provider. The certificate should also be valid as on the date of award of contract. Duly signed and stamped (by authorized signatory of the bidder) scanned copy of the Required Authorization certificate shall also be uploaded in e-Procure Portal.
- 5) **The bidder should be operating in the field of Data Synchronization & Training. The bidder must have completed any one of the below mentioned Purchase Orders in respect of Supply/Installations/Renewal of Licenses/Training /Data Synchronization of Tally ERP Software–**
 - a) **At least one job of approximately 80% of the tender value.**
 - OR**
 - b) **At least two jobs of approximately 50% of the tender value.**
 - OR**
 - c) **At least three jobs of approximately 40% of the tender value.**

Duly signed and stamped (by authorized signatory of the bidder) scanned copy of the following documents are to be uploaded on e-Procure Portal in this respect -

- a) **Copy of Purchase Order / Agreement.**

- b) Satisfactory completion certificate from the ordering authority in respect of purchase order provided on e-Procure Portal as part of the eligibility criteria.
- 6) The Bidder must have Valid PAN Registration. Duly signed and stamped (by authorized signatory of the bidder) scanned copy of PAN card is to be uploaded by the Bidder in the e-Procure Portal.
 - 7) The Bidder must have Valid GST No. Duly signed and stamped (by authorized signatory of the bidder) scanned copy of GST Registration is to be uploaded by the Bidder in the e-Procure Portal.
 - 8) A scanned copy of this Tender Document with each page duly signed and stamped by the authorized signatory (who has signed the Bid), should also be uploaded in e-procure portal with the Technical Bid in token of bidders confirmation to accept the terms and conditions and other provisions contained in it.
 - 9) Bidder should be in the tally business for more than 5 years.
 - 10) Bid Securing Declaration in the form of Annexure-V is to be submitted by all prospective bidders.

D. SCOPE OF WORK

- 1) **Data Synchronization:** The required Configuration & Testing of Data synchronization for Tally ERP 9 is to be carried out by the technical officials of the Selected Bidder. Initially, as per the scope of this tender, the configuration for Data Synchronization is to be carried out for all 21 locations (**Agartala, Aizawl, Ajmer, Aurangabad, Calicut, Shimla, Chennai, Delhi, Gangtok, Gorakhpur, Guwahati, Imphal, Itanagar, , Kohima, Kolkata, Patna, Ranchi, Shillong, Ropar, Srinagar/ Jammu**) including NIELIT HQs. If NIELIT decides, the configuration for additional location is to be carried out as per the quoted rate in financial bid. Out of both the method of Data Synchronization viz. On-Demand and Online, NIELIT may opt for any of these depending upon the network connectivity available at the locations on which the Data Synchronization is to be carried out. The Selected bidder has to do the required configuration in mixed mode i.e. at some location, it might be on-demand and at some location it may of online synchronization.
- 2) **Deputation of Tally Support Manager at NIELIT HQs, Dwarka, New Delhi (Initially for a period of 03 Months):** The selected bidder has to deploy a technical resource person at NIELIT Bhawan, Dwarka for a period of 03 months to provide Generic Training (Covering day to day operations) and Application Specific (Covering TSS Services and all other features available in Tally Software) training to the officials of NIELIT HQs and respective NIELIT Centres. Initially, training shall be provided to a group of 10-15 NIELIT Officials at NIELIT Bhawan, Dwarka, New Delhi premises for which requisite physical space and infrastructure shall be provided by NIELIT. Moreover, additional training sessions may also be conducted in future as and when required by NIELIT. The deployed person should be well trained and must be technically conversant with Tally ERP 9 and its all features including Data Synchronization. Training to the NIELIT officials shall be provided in two parts –
 - a) **Generic Training** – It will cover basic and day to day operation topics like installation & configuration, the operations needed to start, run the system during operational day, close, restore, archive etc including migration tactics

required for migration of Database from existing Tally server of the Centre to NIELIT Headquarters Server.

b)Application Specific - It shall cover the topics available in Tally ERP 9 including configuration required for TSS Services like Data Synchronization, Remote Access, and Product Updates etc.

3) Technical support, upgrades, updates should be provided during data synchronization/installation etc. without any additional cost. The support should include fixes, patch upgrades, visit of officials from the Selected Bidder and any other appropriate correction required on the latest available version.

4) Integration and Testing:

a) The bidder shall be responsible for successful synchronization and testing of Tally ERP 9 on the VM(s)/Server(s) at NIC Cloud/Local Servers or PCs at NIELIT HQs/respective NIELIT Centres in consultation with the concerned teams including its integration and testing.

b) The bidder shall carry out User Acceptance Testing in coordination with the NIELIT Technical team.

5) Manuals

a) The Supplier shall provide one set of System Manual, User Manual and Security Manual for Software Supplied as part of this tender document. The Supplier shall also provide one Soft copy of each of the Manuals. Soft and Hard copy User manuals shall be provided, commensurate with number of installations of Products in NIELIT.

E. DELIVERABLES BY THE SELECTED BIDDER

The selected bidder would be required to submit the following deliverables:

Sl. No.	Scope of Work / Task	Timeline
a.	Submission of Acceptance of Work Order & Performance Bank Guarantee of the amount equivalent to 10% of the total price of the Purchase Order.	Within 15 Days for the date of issue of Purchase Order.
b.	Data Synchronization for 21 NIELIT Centres including NIELIT HQs.	Within 15 Days for the date of issue of Purchase Order.
c.	Deputation of Tally Support Manager at NIELIT HQs, Dwarka, New Delhi. (Refer Clause D.3)	Initially for a period of 03 Months.

F. TERMS OF PAYMENT

The payment schedule is given below:

a) The payment will be processed as per the following milestones –

S. No.	Milestone	Payment Terms
1.	Data Synchronization of 21 NIELIT Centres with NIELIT Headquarters	The payment will be made only after completion of job followed by submitting satisfactory certificate by NIELIT officer in-Charge in the matter.
2.	Deputation of Tally Support Manager at NIELIT HQs, Dwarka, New Delhi (Initially for a period of 03 Months)	The payment will be made every month based on the satisfactory report submitted by NIELIT officer in-Charge in the matter.

- b)** The payment shall be released within one month of submission of the pre-receipted original bills complete in all respect in duplicates by the bidder against each milestone.
- c)** No claim for interest in case of delayed payment will be entertained by the NIELIT.
- d)** The currency or currencies in which payments shall be made to the Bidder under this Contract shall be Indian Rupees (INR) only.
- e)** No advance payment shall be made including payments of handling charges/service charges etc. under any circumstances to the bidder.
- f)** All remittance charges will be borne by the bidder.
- g)** In case the bidder fails to execute the contract, NIELIT shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- h)** Amount payable to the Service Provider as stated in the Contract shall remain non-negotiable and fixed during the tenure of the Contract. The prices quoted shall not be conditional /optional. The conditional bids in any respect shall be summarily rejected.

G. Tax deduction at source:

- a)** All Central/State Govt. /Local Body Taxes as applicable from time to time shall be deducted at source from the payment to the Supplier/ Bidder as per the respective law in force at the time of execution of contract. NIELIT shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The supplier shall furnish GST Registration No. and PAN No. as applicable.
- b)** For all services supplied, the Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed/incurred until delivery of the contracted products or services.
- c)** If any rates of Tax are increased/decreased/a new Tax is introduced/an existing Tax is abolished/ any change in application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Bidder, prevailing rate of tax will be applicable.

H. Rates/ Prices:

The rates quoted shall remain firm during the period of contract.

I. BID SUBMISSION:

- a) The tender shall be submitted on Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> in two parts, viz., technical bid and price bid.
- b) Bidder is expected to examine all instructions, forms, terms and requirements in the bid document. Failure to furnish all information as required in the bid document or to submit a bid not substantially responsive to the bid document in any respect may result in the rejection of the bid.
- c) The bids shall remain valid for a period of 180 days from the last date of submission of tender.

i. Technical Bid submission:

The following duly signed and stamped (by authorized signatory of the bidder) scanned copies of the documents are to be uploaded by the bidder along with the duly signed and stamped (by authorized signatory of the bidder) copy of the Technical Bid.

S. No.	Eligibility of the Bidder	Certificate to be uploaded in eProcure Portal
1.	The Bidder must be a Proprietorship Concern/Company registered under Indian Company Act, 2013/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/LLP Registered under Limited Liability Partnership Act, 2008. A bidding firm should be an individual corporation/ company. Consortium of companies/ firms is not allowed.	The bidder must upload duly signed and stamped (by authorized signatory of the bidder) scanned copy of the Certificate of Incorporation of the Company/ Firm's Registration Certificate in the e-Procure Portal.
2.	Tender submitted by any Bidder who has been black listed by any State/ Central Government/ PSUs/Autonomous Body of Govt. of India will be rejected.	Self Declaration Certificate on Non-Judicial Stamp Paper of Rs. 100/- (as per Annexure –III) is to be uploaded by the bidder in the e-Procure Portal.
3.	The Bidder must have minimum average annual turnover of Rs. 3.0 Lakh for three (3) financial years i.e. 2016-2017, 2017-2018 and 2018-2019 and should also be in Net profit & Positive Net worth during these three financial years.	Certified / Audited Balance Sheets and P&L statements for these three years should be uploaded in e-Procure Portal in support of the turnover and profitability. Duly signed and stamped (by authorized signatory of the bidder) scanned copy of the Required CA certificate shall also be uploaded in e-

		Procure Portal
4.	<p>The bidder should be operating in the field of renewal of licenses, supply & installation of Tally ERP software along with other activities for which this tender has been floated like Data Synchronization & Training. The bidder must have completed any one of the below mentioned Purchase Orders in respect of Supply/Installations/Renewal of Licenses/Training /Data Synchronization of Tally ERP Software–</p> <p>At least one job of approximately 80% of the tender value.</p> <p style="text-align: center;">OR</p> <p>At least two jobs of approximately 50% of the tender value.</p> <p style="text-align: center;">OR</p> <p>At least three jobs of approximately 40% of the tender value.</p>	<p>Duly signed and stamped (by authorized signatory of the bidder) scanned copies of the following documents are to uploaded on e-Procure Portal in this respect -</p> <p>a) Copy of Purchase Order / Agreement.</p> <p>b) Satisfactory completion certificate from the ordering authority in respect of purchase order provided on e-Procure Portal as part of the eligibility criteria.</p>
5.	Bidder has to compulsorily produce Authorization Certificate Form by OEM i.e. M/s Tally Solutions Pvt. Ltd. certifying them to be an Authorized Dealer/Partner/Service provider. The certificate should also be valid as on the date of award of contract.	Duly signed and stamped (by authorized signatory of the bidder) scanned copy of the Required MAF certificate shall also be uploaded in e-Procure Portal.
6.	The Bidder must have Valid PAN Registration. The Bidder must have Valid GST No.	Duly signed and stamped (by authorized signatory of the bidder) scanned copy of PAN & Registration Certificate for GST shall also be uploaded in e-Procure Portal.
7.	Bidder must comply with all the terms and conditions as stated in the tender document.	A copy of this Tender Document with each page duly signed by the authorized signatory (who has signed the Bid), should also be uploaded in e-procure portal with the Technical Bid in token of bidders confirmation to accept the terms and conditions and other provisions contained in it.

8.	Bidder should have registered office located in Delhi/NCR.	Scanned copy of MOA/RC shall also be uploaded on E-procure portal during bid submission (only address clause/page).
9.	Bidder should be authorized partner for Government and Very Large Organization by Tally solutions Pvt Ltd.	Scanned copy of Authorization certificate (for government and very large organization) from the tally shall be uploaded on e-Procure Portal during bid submission.
10.	Bidder should be in the tally business for more than 5 years.	Tally authorization certificate mentioning the date should be uploaded on E-procure portal during bid submission.
11.	Signed and Stamped scanned copy of Bid Securing Declaration in the form of Annexure-V is to be uploaded on e-procure portal by all prospective bidders. Otherwise the tender will be summarily rejected without assigning any reason	As per Annexure –V

ii. EARNEST MONEY DEPOSIT (EMD):

- a):** Bid Securing Declaration acceptance in the form of Annexure-V is to be uploaded in the e-Procure Portal by all prospective bidders. Bid uploaded without Annexure-V shall liable to be rejected. As per the Bid securing declaration, bidder accepts that if they withdraw or modify their Bids during the period of validity; or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document; or if the bidder fails to comply with any of the provisions of the terms and conditions of the bid document they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.
- b)** Duly signed and stamped (by authorized signatory of the bidder) scanned copy of the RTGS / NEFT payment certificate shall also be uploaded on e-Procure portal during bid submission.

- c) As per the OM No. F.5/4/2018-PPD dated 28th February, 2018, Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India, declaration of UAM number by the vendors on CPPP is mandatory from 01/04/2018. The MSME bidders who fail to submit UAM number shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order, 2012 issued by MSME.

iii. FINANCIAL BID: Schedule of financial bid in the form of BoQ_Tally.xls

- a) The Financial bid format is to be submitted as per BoQ_Tally.xls (format as per Annexure IV) file only, which is available with the tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this **BoQ_Tally.xls** as it is and quote their offer/rates in the permitted column and upload the same in the financial bid section. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected.
- b) 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. Applicable GST should be mentioned separately in the Financial Bid. The rates must be quoted strictly as per the 'Financial Bid Format' provided in Annexure 'IV'.

vi. Criteria for Evaluation of Financial Bids:

The Financial Bids of the technically qualified bidders will only be opened and evaluated.

- a) The rate should not be provided as percentage figure but in absolute Indian Rupees.
- b) The rate quoted by the bidders shall be reasonable as per the prevailing Market and valid till the completion of the project.
- c) All bids shall be ranked as L1, L2, L3..... and work will be awarded to L1 (Exclusive of GST) on the basis of Grand Total (G) of Column-C as calculated in the Financial Bid Document.

J. Performance Security:

- a) Successful bidder shall submit a Performance Bank Guarantee of 10% of the total value of the Purchase Order within 15 days of the placement of purchase order.
- b) The Performance Bank Guarantee shall be in the form of Bank Guarantee by any Nationalized Banks/scheduled banks. PBG must be submitted by the selected

bidder as per prescribed Format (indicative in nature) given with this tender document as Annexure-VI.

c) The Performance Bank Guarantee shall be valid for 60 days more after the completion of all Contractual Obligations as per the tender documents. The contractual obligation shall include the training activity as mentioned under Tender Clause–D.3.

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), NIELIT Bhawan, Plot # 3, PSP Pocket, Institutional Area, Sector 8, Dwarka, New Delhi 110077
2	Name of Bank	Bank of India
3	Bank Branch & Address	CGO Complex, New Delhi
4	Beneficiary Account No.	604820100000012
5	Beneficiary Account Type	Current
6	IFSC Code	BKID0006048

e) Performance Bank Guarantee shall be released only after the Successful bidder completes all the activities as specified under Deliverables Clause of this tender document.

f) The proceeds of the Performance Bank Guarantee shall be payable to the Purchaser as compensation for any liquidated damages/ loss (including loss of opportunity, time or cost) resulting from the Supplier's /Bidder's failure to comply with its obligations under the Contract.

g) No interest will be paid by NIELIT on the Performance Bank Guarantee.

K. GENERAL INSTRUCTIONS

1. Bid Rejection:

a) Incomplete quotations are liable to be rejected.

b) Conditional tenders, on whatsoever ground, shall not be accepted and shall be summarily rejected.

c) 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 endeavor 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.

2. Opening of Technical Bids

Evaluation of the bids will be done by the Evaluation Committee constituted by NIELIT. Decision of the Committee would be final and binding upon all the Bidders. The Evaluation Committee will first open the Technical Bid, in the presence of the representatives of the Bidders who wish to attend, at the time and date as mentioned in the **Schedule** of the tender document. In the event of the specified date of Bid opening being declared a holiday by Govt. of India, the Bids shall be opened at the scheduled time and location on the next working day. It is, therefore, advised to send a responsible, authorized and senior representative so that clarifications, if any, can be given on the spot.

3. Award of contract:

- a) Selected bidder on L1 basis will be offered the assignment.
 - b) NIELIT will select bidder as per the Scope of Work of the tender document and the bidder shall complete the work within the timeline as specified in Tender Clause – E mentioned in this tender document under “ DELIVERABLES BY THE SELECTED BIDDER”.
 - c) Successful bidder shall submit a Performance Bank Guarantee of 10% of the total value of the Purchase Order within 15 days of the placement of purchase order.
4. In order to assist in the examination, evaluation and comparison of Bids, the Evaluation Committee may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought offered or permitted.
 5. The NIELIT's decision in this regard shall be final & binding and no further discussion/interface shall be held with the bidders whose bids are technically disqualified/ rejected.
 6. The Bids must be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. on or before the last date and time of submission of bid.
 7. 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.
 8. NIELIT reserves the right to accept or reject any bid or cancel the tender at any point of time without assigning any reason whatsoever.
 9. All the pages and writeup /documents uploaded under the technical bid should be sequentially numbered and shall be signed by authorised signatory with organisation's rubber stamp.

10. Contract Documents (Non – Disclosure Agreement)

- a) Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary,

and mutually explanatory. The Bidder shall not, without prior written consent from NIELIT, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of NIELIT in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract.

b) Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance. The Bidder shall not, without prior written consent of NIELIT, make use of any document or information made available for the project, except for purposes of performing the Contract. All project related documents issued by NIELIT, other than the Contract itself, shall remain the property of NIELIT and shall be returned (in all copies) to NIELIT, on completion of the Bidder's performance under the Contract if so required by NIELIT.

11. NIELIT reserves the right to cancel the Purchase Order by giving prior notice in writing without assigning any reason whatsoever. The contract shall be terminated if the service of the agency is not found satisfactory or the agency changes the rate of contract during the contract period. In case the agency fails to execute the job as per the terms and condition of the Purchase Order and the Tender Document, the balance / total work will get executed through other agencies at the risk and cost of the non performing agency.

12. The losses to NIELIT which are directly attributable to the agency shall be deducted from the bills /adjusted from the performance bank guarantee.

13. FORCE MAJEURE:

If any time, during the period as specified under Tender Clause – E as mentioned in this tender document under “DELIVERABLES BY THE SELECTED BIDDER”, the performance in whole or in part by either party of any obligation under this agreement shall be prevented or delayed by reason of any war or hostility, acts of public enmity, civil commotion, sabotage, fire, floods, explosions, bad weather, earthquake or similar natural calamities, epidemics, strikes, lockouts or act of God (hereinafter referred to as events) then any force majeure condition herein mentioned occur and continue for a period exceeding 15 days, the parties here to undertake to sit together and devise for expeditious and proper performance of the obligations of the parties under this agreement.

14. All payments to the Bidder/agency shall be made through RTGS only for which they are required to submit the following information:

Bank Account Number of bidder/agency:

Account Type (Current/Saving):

Name of the Account:

Bank Name:

Branch Name:

IFSC Code:

15. Standard of performance:

a) The Selected Bidder shall provide the services and carry out its other obligations as specified in the Purchase Order and the Tender Document with due diligence, efficiency, economy, confidentiality, promptness and techniques.

b) It shall apply appropriate advanced technology and safe and effective methods during

execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to NIELIT.

- c) The Bidder shall always support and safeguard the legitimate interests of NIELIT, in any dealings with the third party.
- d) The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in India.

16. Governing Law and Choice of Forum:

- a) The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).
- b) Any suit/legal action filed by any third party on account of the services provided by the contractor against any item related/pertaining to this project shall be settled by the contractor at its own cost. NIELIT will NOT be a party to the same.

17. Intellectual Property Rights:

No software or services covered by the contract shall be developed, sold, disposed or done by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien. The Bidder shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project.

18. Penalty Clause/ Liquidated Damages:

- a) If any of the stages specified in the Purchase Order or the Tender Document, either not completed or not completed satisfactorily as per the approved time schedule, due to reasons solely and entirely attributable to the agency and not in any way attributable to the delay on the part of NIELIT, a penalty @ 1.25% of the bid value, per week (subjected to a maximum of 10%) may be imposed.
- b) If the delay exceeds for the penalty of more than the maximum penalty of 10%, then the contract shall be terminated with immediate effect and no clarification/justification will be entertained by NIELIT in this regard. Further, if the delay adversely affects the quality of the contents, the Performance Bank Guarantee will be forfeited and other legal action would be initiated as per terms and conditions of contract. NIELIT may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the agency.

19. Copyright: The copyright in all documents and other materials containing data and information furnished to NIELIT by the Bidder herein shall remain vested in the Bidder, or, if they are furnished to NIELIT directly or through the Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidentiality: The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or NIELIT's business or operations without the prior consent of NIELIT.

- 21.** NIELIT also reciprocally agrees with the Bidder that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Bidder to such of its customers along with the information pertaining to its businesses and the proprietary information of the Bidder described herein as “confidential information”, belonging to the Bidder and which may come into the possession or custody of NIELIT in the course of providing services by the Bidder hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly.
- 22. Consortium:** No consortium will be entertained by NIELIT. The bidder shall hold the full responsibility of the contract. Any consortium formed by the bidder at its end which was formed either to gain entry into the agreement with NIELIT or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination of contract with penalty.
- 23. Subcontracts:** The Bidder shall not subcontract the awarded contract or part thereof.
- 24. Disputes and Arbitration**
In the event of any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the dispute shall be settled by mutual discussions failing which the matter shall be referred (as per the Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof) to the sole arbitrator to be appointed by the Secretary, Ministry of Electronics & Information Technology, Government of India. The award of the arbitrator shall be final and binding on both the parties. The Delhi courts shall have jurisdiction for any disputes and the venue for arbitration shall be Delhi. Fee payable to the Arbitrator has to be shared equally by the parties.
- 25. Limitation of Liability:** NIELIT shall not be liable, for any loss, claims, liabilities, damages, cost or expenses (“Losses”), of any nature whatsoever, in any way relating to or arising out of this Tender/Proposal/Contract or the Services for an aggregate amount in excess of the fee actually paid for the services provided under this Contract”

Registrar

National Institute of Electronics & Information Technology (NIELIT),
NIELIT Bhawan,
Plot No. 3, PSP Pocket, Sector-8,
Dwarka, New Delhi-110077

Instructions for Online Bid Submission

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 "Online bidder Enrollment" on the CPP Portal which 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 III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / 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 / email 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 consider 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/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 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” or “Other Important Documents” 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.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can 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 concerned official, 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 price bid has been given as a standard 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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 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 (i.e. after Clicking “Freeze Bid Submission” in the portal), 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.

Covering Letter: *(On Official Letter Head of the Bidder)*

We confirm having read, understood and accepted all the terms and conditions of this Tender as enumerated in the tender document. It is also submitted that we have the necessary infrastructure, expertise to handle this project and shall not outsource this project to any third party.

Signature:

Designation:

Email:

Contact No. :

Name of the Agency/Company:

Seal:

Place:

Date:

Undertaking:

I hereby certify that all the information furnished by me is true to my knowledge.

I also certify that I have understood all the terms and conditions indicated in the Tender document and hereby accept the same completely.

Signature of the authorized signatory of the agency/company

Official seal/ stamp

Date:

Place:

SELF-DECLARATION – NON BLACKLISTING

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,

The Director General,
National Institute of Electronics and Information Technology (NIELIT),
NIELIT Bhawan,
Plot No. 3, PSP Pocket, Sector-8,
Dwarka, New Delhi-110077

Sir,

In response to the Tender No. _____ Dated _____ for “ **Data Synchronization of 21 NIELIT Centres with NIELIT Headquarters**, I/ We hereby declare that presently our Company/ Firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSUs/Autonomous Body of Govt. of India.

We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons including corrupt & fraudulent practices by any State/ Central Government/ PSUs/ Autonomous Body of Govt. of India on the date of Bid Submission.

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

Thanking you,

Yours faithfully,

Signature:-

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Financial bid Format (To be uploaded in e-Procure Portal)

1. The financial bid has been submitted in **BoQ_Tally.xls** file only by uploading the same on e-Procurement portal as per the process.
2. By submitting the financial bid on e-Procurement portal, bidder agrees and will abide by all the terms and conditions specified in this Annexure as well as in this Tender.

Name of the Tenderer : _____

Address for Correspondence : _____

I/we hereby submit the consolidated financial proposal against the Tender for **“Data Synchronization of 21 NIELIT Centres with NIELIT Headquarters & training to NIELIT staff”** as per the scope of work given in this Tender document within the time specified and in accordance with the terms and conditions.

S. No. (A)	Description of Item (B)	Total Cost without GST (INR) (C) To be entered by the Bidder in BoQ File Rs. P	Total GST Amount (D) To be entered by the Bidder in BoQ File Rs. P	TOTAL AMOUNT Without GST (E) = (C) [Auto Calculated] Rs. P	Total Amount with GST (INR) (F)
01.	Data Synchronization	To be quoted in the BOQ_Tally.xls File only. The BOQ_Tally.xls File is to be uploaded on e-Procure Portal in Financial Bid Section.			
02.	Deputation of one (01) Tally Support Manager at NIELIT HQs, Dwarka, New Delhi (Initially for a period of 03 Months)				
	Grand Total (G)	(Calculated based on the rates quoted by the bidders in the BoQ File)			

(Amount in words:<Calculated based on the rates quoted by the bidders in the BoQ File>.....)

I undertake that:

- (a) The rates shall be at par with the prevailing market rates and the tendered rates shall not be more than the price usually charged for activities of same nature/class or description from any Private or Government Purchaser.
- (b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted is not higher than the controlled price.

(c) Softwares Supplied, will be of requisite specification and quality.

Note:

- GST would be payable at the applicable rates as may be in force from time to time. The bidder shall be responsible for payment of taxes (if any) other than GST.
- NIELIT may decide to undertake the job of License Renewal and Data Synchronization for additional Centres as and when required for which the rate quoted by the bidder in Column-D of financial bid will be considered and will be valid for the period of contract.
- For Financial Evaluation, the amount evaluated in Grand Total (G) Cell of Column-C of BoQ document, will be considered. This Fixed amount will cover all costs/expenses of the Agency for undertaking work as detailed in the Scope of Work. The rate should not be provided as a percentage figure.
- The Bidder is advised to quote rate in absolute Indian Rupees (INR).
- The rate quoted will be valid for the period of contract from the date of opening of financial bid. The period can be extended with mutual agreement.
- No condition will be entertained and conditional bid will be liable to be rejected.
- *L1 shall be identified on the basis of Total Amount calculated in Grand Total (G) Cell for Column-C (i.e. Total Cost without GST) of BoQ document.*

Yours sincerely,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -.....

Date:

Place:

Bid Securing Declaration (to fulfill criteria of Rule-170(iii) of GFR-2017)

<Latter Head>

To, The Director General,
NIELIT Bhawan, Plot # 3
PSP Pocket, Institutional Area,
Sector 8, Dwarka,
New Delhi 110077

Sub: Bid Securing Declaration.

Dear Sir,

This is to declare that with reference to Tender No. **NIELIT/HQ/GEN/127/2019** e-Tender Id _____ for 'Tally synchronization at 21 locations of NIELIT and training to NIELIT employees. We hereby accept that that if we withdraw or modify the bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document or we fail to comply with any of the provisions of the terms and conditions of the bid document, our company/firm/agency will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids i.e. NIELIT.

Yours Sincerely,

<Authorised Signatory>

<Company Name>

<Date>

<Company Seal>

FORMAT OF BANK GUARANTEE

This deed of guarantee made this day of 202 . by the..... **<Bank Name>**, (hereinafter referred to as “the Bank”) in favour of **National Institute of Electronics & Information Technology, NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077** having its HQs Office at New Delhi (herein after called **NIELIT**) where as M/s..... having its registered office at (hereafter called the “the Contractor”) have entered in to contract with **NIELIT** for vide Purchase Order No dated

1. We **<Bank Name>**, do hereby undertake to pay to NIELIT an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by NIELIT by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order.
2. We, **<Bank Name>**, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from NIELIT stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by NIELIT by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order or by reason of the Contractor's failure to perform the said Purchase Order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs/.....
3. We, **<Bank Name>**, further agree to the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase Order and that it shall continue to be enforceable till all the dues of NIELIT under or by virtue of the said Purchase Order have been fully paid and its claims satisfied or discharged or till NIELIT certifies that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date the claim shall be enforceable and Payable notwithstanding the fact that the said enforcement is effected after the said date.
4. For the purpose of this clause, any letter making demand on the Bank by **NIELIT** dispatched by Registered Post with Ack. Due or by any Electronic media addressed to the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

5. We,.....<Bank Name>, further agree with NIELIT that NIELIT shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by NIELIT against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of NIELIT or any indulgence by NIELIT to the said Contractor or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at New Delhi.

We, <Bank Name>, lastly undertake not to revoke this guarantee during its currency except with the previous consent of NIELIT in writing.

In witness whereof we..... (indicate the name of Bank) have hereunto set out Bank Seal
the..... day month 201

The contact details of the Issuing Bank such as Email ID, Phone No. and Fax No. should be indicated in the BG. Also please note that the BG should be forwarded to us with the covering letter of the issuing Bank with signature and seal.

-
- 1) It should be typed in the Rs. 100 value of stamp paper.**
(2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.
(3) It should be submitted with bank covering letter with sign and seal of the bank official.

Please note that issuance of the BG without meeting the above requirement will render the document invalid.

Instruction for the Issuing Bank in respect of verification of PBG -

It is mandatory that for bank Guarantee to be acted upon must be routed through Structured Financial Messaging System (SFMS) from issuing Bank to NIELIT's Bank by sending IFN 760 COV Bank Guarantee Advice Message. Thereafter, only physical Bank Guarantee will be taken as submitted and become operational. Bank details of NIELIT for this purpose are –

1	Beneficiary Name & Address	National Institute of Electronics & Information Technology(NIELIT), NIELIT Bhawan, Plot # 3, PSP Pocket, Institutional Area, Sector 8, Dwarka, New Delhi 110077
2	Name of Bank	Bank of India
3	Bank Branch & Address	CGO Complex, New Delhi
4	Beneficiary Account No.	604820100000012
5	Beneficiary Account Type	Current
6	IFSC Code	BKID0006048