

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

Tender Document for On site Annual Maintenance Contract of Tele-Presence Solution (Polycom OTX 300) installed at NIELIT HQ, New Delhi and Smart Virtual Class room equipment installed at 7 North East NIELIT Centres

[Reference No. DOEACC/CCU/TECH/149/10

Dated 02/10/2015]

Place for opening of the bid	Conference Room National Institute of Electronics and Information Technology (NIELIT), Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi - 110 003, India
Last Date & Time of Submission of Bid	
Date & Time of Opening of Technical Bid	

Cost of Tender Document: Rs. 1000/- Only (One thousands Only)

Name of the Bidding Company/ Firm:	
Contact Person(Authorized Bid Signatory):	
Correspondence Address:	
Mobile No/Telephone/Fax	
Website	
Official E-mail Address	

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NIELITRef. No 14(1)2007- NIELITDated: 02/10/20151. NOTICE INVITING TENDER

NIELIT invites competitive bids from the eligible bidders for Annual Maintenance Contract (AMC) of Tele-Presence Solution (Polycom OTX 300) installed at NIELIT HQ, New Delhi and Smart Virtual Class room equipment installed at 7 North East NIELIT Centres. The schedule of dates is as follows:

1.	Nature of the project	On site Annual Maintenance Contract (AMC) for Tele-Presence Solution (Polycom OTX 300) installed at NIELIT HQ, New Delhi and Smart Virtual Class room equipment installed at 7 North East NIELIT Centres
2.	Cost of Tender Document (non-refundable)	Rs. 1,000/-
3.	Estimated cost	Rs. 60,00,000
4.	Earnest Money Deposit (EMD)	Rs. 3,00,000
5.	Publishing Date	02-Oct-2015
6.	Pre-bid meeting	12-Oct-2015 11:00 AM
7.	Last date for receipt of queries	11-Oct-2015
8.	Bid Submission End Date & Time	27-Oct-2015 3:00 PM
9.	Technical Bid Opening Date & Time	27-Oct-2015 3:30 PM
10.	Date & time of opening of Financial bids	Will be intimated later to the Technically qualified bidders
11.	Website for downloading Tender Document, Corrigendum's, Addendums Etc	http://www.nielit.gov.in , http://eprocure.gov.in , http://deity.gov.in
12.	Bid & EMD Validity	180 Days from the date of bid submission

Queries related to bid may be sent to following e-mails latest by **11/10/2015, 05:00 PM** akash@nielit.gov.in

Managing Director
NIELIT (HQ.)
New Delhi

2. Information to Bidders regarding procedure for submission of Bid

Bid should be submitted in two envelopes – Envelope-1 (Technical Bid) and Envelope-2 (Financial Bid), envelope-1 and envelope-2 should be inserted in third envelope.

CONTENTS OF TECHNICAL ENVELOPE 1 (TECHNICAL BID)

Documents to be required in Technical Bid:

- Covering letter and Tender Form
- Letter of Undertaking and declaration regarding acceptance of terms and conditions.
- Power of Attorney for the Proposal Signatory.
- Document of Constitution of the firm/company.
- Attested copies of VAT, Service Tax, Sales Tax, PAN no.
- Income Tax return for FY 2012-13 and 2013-14.
- Supportive document for minimum of Rs.50 lakhs value of work assigned in last two financial years for executing/implementation/maintenance of Tele-Presence Solution.
- Certificate (Self-certificate) for 2 year experience in maintenance of OTX and VC systems.
- Document issued from OEM for approved Service provider for OTX and VC systems.
- DD of EMD of Rs. 3,00,000/- (Three lakh only) drawn in the name of “National Institute of Electronics and Information Technology” payable at Delhi.
- Checklist of Submissions.
- All the documentary evidence in support of the Eligibility clause requirements and any other clause requirement as may be mentioned in this tender.

CONTENTS OF THE FINANCIAL ENVELOPE-II

(FINANCIAL BID)

Financial bid as per format.

AUTHENTICATION OF BID

The original and all copies of the Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made

VALIDATION OF INTERLINEATIONS IN BID

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

SEALING AND MARKING OF BIDS

Enclosing of Bid

The copies of the Technical Bid shall be placed in lacquer sealed envelope

- a. Clearly marking each "**Technical Bid**". The Financial Bid shall be placed in separate lacquer sealed envelope.
- b. Clearly marking it as "**Financial Bid not to be opened with Technical Bid**". The two envelopes shall then be placed in third envelope, which shall also be appropriately lacquer sealed and marked as '**Bid for Onsite Annual Maintenance Contract (AMC) for Tele-Presence Solution (Polycom OTX 300) installed at NIELIT HQ, New Delhi and Smart Virtual Class room equipment installed at 7 North East NIELIT Centres**'.

LAST DATE & ADDRESS FOR SUBMISSION OF BIDS

Last date of submission of bid is **27-Oct-2015 up to 3.00 p.m.**

Bids complete in all respect shall be delivered to –

**The Registrar
National Institute of Electronics and Information Technology
Electronics Niketan, 6, CGO Complex
New Delhi –110 003,
Ph. 011-24363330/ 1 / 2**

In addition to the above, the inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

RESPONSIBILITY OF BIDDER

If the outer envelope is not sealed and marked as required, NIELIT will assume no responsibility for the Bid's misplacement or premature opening. In such case NIELIT may also reject the bid.

REJECTION OF BID

The Bid Document shall be submitted in the form of printed document. Bids submitted by Telex, fax or email would not be entertained. Any condition put forth by the bidder shall not be entertained at all and such bid shall be rejected.

LATE BIDS

Any bid received by NIELIT after the deadline for submission of bids prescribed by NIELIT, will be summarily rejected and returned unopened to the Bidder. NIELIT shall

not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

OPENING OF TECHNICAL BIDS

Opening of Bids

NIELIT will open all Technical Bids **on 27-Oct-2015 at 3:30 pm at** NIELIT (HQ), Electronics Niketan , 6, CGO Complex, New Delhi –110 003 .

Date of Technical presentation will be conveyed to the eligible bidders through email, fax or telephone. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening/presentation being declared a holiday for NIELIT the Bids shall be opened at the appointed time and location on the next working day.

ANNOUNCEMENT OF BIDS

The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite bid security and such other details will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

BIDS NOT CONSIDERED FOR EVALUATION

Bids which are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

OPENING OF FINANCIAL BIDS

Opening of Bids

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

CLARIFICATION OF BIDS

To assist in the evaluation, comparison and an examination of bids, NIELIT may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, NIELIT reserves the right to reject the bid or may also make its own reasonable assumptions at the total risk and cost of the Bidder.

RECTIFICATION OF ERRORS

Arithmetical errors will be rectified on the following basis: -

If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the bidder does not accept the correction of errors, his bid will be rejected and his EMD may be forfeited.

REJECTION OF BID

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by NIELIT and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation by the Bidder.

BID ENQUIRY:

NIELIT may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. Verbal clarifications and information given by NIELIT or its employees or representatives shall not in any way or manner be binding on NIELIT.

The designated Contact person for any clarification is:

Sh. Akash Sharma
Deputy Director (Systems)
National Institute of Electronics and Information Technology,
Electronics Niketan, 6, CGO Complex, New Delhi – 110 003, India
Ph No: +91 11 24363733
Email : akash@NIELIT.gov.in

3. OBJECTIVE AND SCOPE

Objective

NIELIT proposes to identify a Bidder for onsite Annual Maintenance Contract for Tele-Presence Solution (Polycom OTX 300) installed at NIELIT HQ, New Delhi and Smart Virtual Class room equipment installed at 7 North East NIELIT Centres.

Scope

NIELIT intends to invite proposal for Comprehensive on site Annual Maintenance Contract (AMC) for Tele-Presence Solution (Polycom OTX 300) installed at NIELIT HQ, New Delhi and Smart Virtual Class room equipment installed at 7 North East NIELIT Centres. The north east NIELIT NIELIT Centres are :

- | | | |
|--------------------|--------------------|-------------------|
| 1. NIELIT Agartala | 4. NIELIT Shillong | 7. NIELIT Gangtok |
| 2. NIELIT Aizawl | 5. NIELIT Kohima | |
| 3. NIELIT Imphal | 6. NIELIT Itanagar | |

The comprehensive AMC includes hardware and software updates/upgrades/renewals etc. NIELIT reserves the right to increase or decrease the number of systems within the contract period. In case of any decrease/increase of any equipment into AMC, the proportionate rate of the similar configuration will be applicable.

- ✓ All spares to be used shall be genuine or compatible spare parts (in that order) and the same shall be procured from the authorized dealer or Manufacturer.
- ✓ Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.
- ✓ If the vendor fails to repair the fault after 48 hours of intimation then NIELIT reserves the right to get the fault repaired at Vendor's risk and cost.

The devices/equipment to be covered under the comprehensive on-site Annual Maintenance Contract (AMC) under this Tender document is as under:

1. Polycom make OTX 300 (Complete Tele-Presence Solution) installed at NIELIT HQ, New Delhi.
 - 3 nos Camera
 - 3 nos Codecs/Endpoints
 - 03 nos 60" LCD Screens
2. Smart Virtual Class room equipment : Nos 7 (Seven) Polycom HDX 8006 VC system installed at above mentioned North east NIELIT Centres
 - HD VC end points/codecs, Visual Data Presenter ardware/Software)
 - 50" LCD Screen
 - Multimedia Projector with wireless LAN module
 - Visualizer

4. ELIGIBILITY CRITERIA

Legal Requirements/ Compliance

1. a) The Bidder must be either a Sole proprietor or individual Company/ HUF/ Partnership Firm/ Cooperative Society/ Corporation.

b) Consortium of Companies is not allowed.
2. The Bidder must possess a valid: -
 - VAT/ Sales Tax Registration Certificate.
 - Service Tax Registration Certificate.
 - Income Tax Registration/ PAN Number.
3. Bidder should provide an attested & valid copy of all the above-mentioned certificates along with the Technical bid.

Technical Requirements/ Compliance:

1. The Bidder should have domain knowledge and experience of executing, implementing/setting up Tele-presence solutions at least ONE assignment in last 2 years to any Government organization / Semi-Government organization/ PSU in India where where the value of the assignment is at least Rs. 50 lakhs.. (A copy of Performance certificate/ completion certificates and the proof of payments and work done w.r.t. the relevant assignments shall be submitted).
2. At least 2 years of experience in maintenance of OTX and VC equipments.
3. Bidder should be OEM approved service provider. A Certificate in this regard issued from OEM has to be enclosed.
4. All VC units should be supported back to back by the OEM.
5. Welcome letter confirming on the AMC start & end dates from the OEM is mandatory for all products after the release of P.O.
6. OEM shall be liable for services and non-compliance of the vendor.

Financial Requirements/ Compliance:

1. The Bidder should deposit **Earnest money** along with the Technical bid. The bid received without required Earnest money, Tender document fee will be rejected.
2. The Successful bidder should submit performance security @ 10% of the contract value in the form A/C payee demand draft pay orders within 15 days from the award of the contract. Which remains valid up to 60 days beyond the date of completion of all contractual obligation of the firm/company.

3. EMD shall be refund to the successful bidder on receipt of performance security.

Other Requirements/ Compliance

- a. The Bidder should have a local support office at NCR region. If the bidder, at the time of bidding, does not have a local support office at New Delhi then he should submit an undertaking on his letter-head regarding the timely establishment of same i.e. within 2 months from the date of work order, if awarded the work order/ contract.
- b. Firm is not eligible to participate in this RFP while under sanction by NIELIT, whether such sanction was directly imposed by NIELIT, or imposed by NIELIT pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a sanctioned or cross-debarred firm will be rejected. Similarly, at the time of bidding, the firms having black-listed/ debarred in participating in any procurement activities by any State or Central Government in India are not allowed to bid. Undertaking to this effect shall be submitted by the bidder on his letter head.

5. Bid evaluation criteria and selection procedure

The Bidding process below specifies the procedures that would regulate the overall bidding process. It contains standard provisions that have been prepared to Design, Prepare, Advertise/ Publish, Submit, Open, Evaluate, Compare bids and Award of Contract and are to be strictly adhered to by the bidder.

BID EVALUATION

A) Guiding Principle for Evaluation of Bids

- a) The tendering authority shall determine to its satisfaction whether the Bidder that is selected as having submitted the best and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- b) The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- c) The tendering authority/ procurement committee, in observance of best practices, shall: -
 - i. Maintain the bid evaluation process strictly confidential as per the details below.
 - ii. Reject any attempts or pressures to distort the outcome of the evaluation, including Fraud and corruption.
 - iii. Strictly apply only and all of the evaluation and qualification criteria specified in the Bidding document.

B) Confidentiality

- a) Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award.
- b) Any attempt by a Bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of his Bid.
- c) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

D) Clarification of Bids

- a) Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the tendering authority shall not be considered.

- b) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Financial Bids.

E) Evaluation of Bids

- a) The tendering authority shall evaluate each Bid that has been determined, up to the stage of the evaluation, to be substantially responsive.
- b) To evaluate a Bid, the tendering authority shall use all the criteria and methodologies defined in this document.
- c) To evaluate a Bid, the tendering authority shall consider the following: -
- i. The bid price as quoted in accordance with bidding document.
 - ii. Price adjustment for correction of arithmetic errors in accordance with bidding document.

F) Evaluation of Technical Bids

- The initial technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of technical bids.
- After approval of the technical evaluation by tendering authority, the firms which qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial bids.
- The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid not be opened and EMD refunded after completion of the bid process i.e. award of the contract to the best/ successful bidder.

G) Evaluation of Financial Bids

- a) The financial bids of bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the members of Procurement Committee in the presence of the bidders or their representatives who choose to be present.
- b) The names of the firms, the rates given by them and conditions put, if any, shall be read out and recorded in tender opening register.
- c) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central / State Government / Local Authorities.
- d) The offers shall be evaluated and marked L1, L2, and L3 etc. L1 will be evaluated on the sum of price quoted for 1st year and 2nd year. L1 being lowest offer and then others in ascending order.
- e) The Committee shall prepare a comparative statement in tabular form and its report on evaluation of financial bids and with the recommendation to sanction the best offers to the tendering authority.
- f) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods and/ or service required to be procured.

In case of same lowest financial bid quoted by different bidders, the tendering authority reserves the right to give the work-order to any bidder (with same lowest values) in the interest of the State.

H) Undertaking for reasonableness

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

- (a) The rates quoted by them are at par with the prevailing market rates and are not more than the price usually charged for services of same nature/class or description from any purchaser either Government or Private.
- (b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted are not higher than the controlled price.
- (c) Services/Products/Goods supplied, will be of requisite specification and quality.

6. Standard formats for Technical and Financial Bid

Tender Form

I. Addressed to:

a.	Name of the tendering authority	Managing Director
b.	Address	National Institute of Electronics and Information Technology (NIELIT), Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi - 110 003, India
c.	Telephone	
	Tele-Fax	

II. Ref Number:

III. Other related details: -

1.	Name of Tenderer				
2.	Name & Designation of Authorized Signatory				
3.	Registered Office Address				
4.	Delhi Office	Address			
		Phone No.		Fax:	
		Contact Person			
5.	Year of Establishment				
6.	Type of Firm	Public Limited	Private Limited	Partnership	Proprietary
	Put Tick (✓) mark				

7.	Telephone Number(s)/ Mobile	
8.	Website URL	
9.	Fax No.	
10.	Email Address	

- IV. The Tender fee amounting to Rs. 1000/- (One thousand rupees Only) has been deposited vide cash receipt / DD/ Banker's cheque no. _____ dated _____ in favour of the Managing Director, National Institute of Electronics and Information Technology (NIELIT), Payable at, New Delhi, India.
- V. We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- VI. The rates for the Comprehensive AMC mentioned as prescribed are given separately in the financial bid.
- VII. Reproduced / re-word-processed formats or Tenderers own formats for the financial bid will disqualify the tender. However the Tenderer can reproduce exactly the same format for clarity in filling due to shortage of space.
- VIII. The rates quoted are applicable up to 6 months from the date of opening of bid. The validity can be extended with mutual agreement. Following documents are attached towards the proof of earnest money deposited in favour of the Managing Director, National Institute of Electronics and Information Technology (NIELIT), Payable at, New Delhi, India.
- IX.

Sno.	Earnest Money deposited through	Number	Dated
1.	Cash/ DD/ Banker's Cheque (Local Only)		

X. We accept the payment options for Items as per given below:

S.No	Fees Payable	Condition/ event
1.	Comprehensive AMC charges to be paid in four equated quarterly installments	<p>The charges towards Comprehensive AMC shall be payable on certification from the concerned in-charge of having provided satisfactory services during the quarter as per terms and conditions mentioned above.</p> <p>Note: The comprehensive AMC charges should not be provided as a percentage figure; the tenderer is advised to quote charges in absolute Indian Rupees.</p>

- XI. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration
- XII. Financial Bid given in this Tender Document is enclosed in a separate envelope duly signed and sealed.

Signature:

Name:

Designation:

Place:

Date:

Letter of undertaking and Declaration
(ON THE LETTER HEAD OF THE TENDERER)

To,

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

Subject: Declaration for onsite AMC of Tele-Presence Solution (Polycom OTX 300) installed at NIELIT HQ, New Delhi and Smart Virtual Class room equipment installed at 7 North East NIELIT Centres.

Sir,

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

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

We warrant that the repair and maintenance service do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall prevent NIELIT from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of tender document and contract.

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

Yours faithfully,

Signature:

Name:

Designation:

Place:

Date:

SELF-DECLARATION – NO BLACKLISTING

To,

Managing Director,
NIELIT,
New Delhi (HQ.)

Subject: Declaration of no blacklisting –reg.

Sir,

In response to the Tender Document for onsite Annual Maintenance Contract of Tele-Presence Solution (Polycom OTX 300) installed at NIELIT HQ, New Delhi and Smart Virtual Class room equipment installed at 7 North East NIELIT Centres at for NIELIT, 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/ PSU.

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,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Financial Bid

Name of the Tenderer : _____

Address for Correspondence: _____

I/we hereby submit the consolidated financial proposal for onsite Annual Maintenance Contract of Tele-Presence Solution (Polycom OTX 300) installed at NIELIT HQ, New Delhi and Smart Virtual Class room equipment installed at 7 North East NIELIT Centres, as per the Scope of work given in this tender document within the time specified and in accordance with the terms and conditions. The rates are quoted in the prescribed format given below:

S. No.	Description	QTY	Per Unit AMC rates (in Rupees) Inclusive of all taxes		Total Amount
			(4) 1 st year	(5) 2 nd year	
(1)	(2)	(3)	(4)	(5)	(6=3x(4+5))
1	Onsite Annual Maintenance Contract (AMC) for Polycom OTX 300 (Complete Setup) at (NIELIT, HQ, New Delhi	01			
2	Onsite Annual Maintenance Contract (AMC) for Smart Virtual Class room equipment (Polycom HDX 8006, 50" LCD Screen Multimedia Projector with wireless LAN module Visualizer for 7 North East Centre	07			
Total					(In figures) (In words)
Note: The above quoted rates are all inclusive of any other items to be charged by the tenderer and also includes any Central/State Government taxes/ levies (i.e. Service Tax, Education Cess, VAT, CST etc.)					
<u>Declaration:</u> The rates quoted above are at par with prevailing market rates and Services/Products/Goods supplied, will be of requisite specification and quality.					

Note:

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

(Signature & seal of the tenderer)

Name:

7. PRE-BID QUERIES FORMAT

Name of the Company/Firm:

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

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Para/Clause	Query/ Suggestion/Clarification

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

8. General terms and conditions

1. Income Tax, VAT/ Service Tax Registration

No Dealer who does not hold a valid PAN from Income Tax department and who is not registered under the VAT/ Sales Tax and Service Tax Act prevalent in the State where his business is located shall tender. The VAT and Service Tax Registration Number should be quoted in Tender form.

2. Contract Documents

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

3. Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder and the Purchaser, shall be written in English language only or as specified in the special conditions of the contract. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4. Notices

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of receipt.
- b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

5. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Delhi State/ the Country (India), unless otherwise specified in the contract.

6. Terms of Payment

- a) Comprehensive AMC charges to be paid in four equated quarterly installments
- b) All payments shall be subject to TDS.

- c) In case of any difference between the rates quoted in figures and words, the latter shall prevail.
- d) The bid should be valid for a minimum period of 180 days after the closing date of submission.
- e) The bid shall be prepared keeping in mind NIELIT will prefer to award the similar work after successful completion of the project and the selected party may directly be awarded the work in future on same terms and condition.

7. Earnest Money Deposit (EMD)

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

Forfeiture of EMD: The EMD will be forfeited:

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

Refund of EMD

- EMD shall be refunded to the selected bidder, only after signing of the contract after furnishing of performance guarantee by way of Bank Guarantee..
- EMD of unsuccessful bidders will be refunded, without any interest, after the tender finalization or expiry of the tender validity, whichever is earlier.
- No interest will be payable on the amount of EMD.

8. Performance Security Deposit

- a) The successful Bidder shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security deposit for an amount of 10% of the value of the awarded contract from NIELIT side under this contract.
- b) Form of Performance Security deposit: Security Deposit in the form of cash will not be accepted. Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank in favour of NIELIT, payable at New Delhi. Bank Guarantee/FDR should be valid up to 60 days beyond the date of all contractual obligation.
- c) Refund of Performance Security Deposit: The Performance Security deposit shall be refunded after two months of the expiry of service period.
- d) Forfeiture of Performance Security deposit: Performance Security deposit shall be forfeited in the following cases: -
 - i. When any terms and condition of the contract is breached by the vendor/service provider.
 - ii. When the equipments repaired does not perform to the purchaser's expectation and the bidder does not or is not able to set right the equipment or in case of services, the bidder fails to fulfill its obligation under the contract.

- e) No interest will be paid by NIELIT on the amount of earnest money and performance security deposit.
- f) Proper notice will be given to the Bidder with reasonable time before earnest money/ performance security deposit is forfeited.
- g) Forfeiture of earnest money / performance security deposit shall be without prejudice to any other right of NIELIT to claim any damages as admissible under the law as well as to take such action against the Bidder such as severing future business relation or black listing, etc, as may be deemed fit.

9. Renewal

The Annual maintenance Contract may be renewed with the same terms & conditions and at same rates for the subsequent years depending upon the performance of the bidder and recommendation of the concerned officer.

10. Copyright

The copyright in all documents, and other materials containing data and information furnished to the Purchaser by the Bidder herein shall remain vested in the Bidder, or, if they are furnished to the Purchaser 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.

11. Confidential Information

- a) The Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Purchaser shall not use such documents, data, and other information received from the Bidder for any purposes unrelated to the Contract. Similarly, the Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- c) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- d) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

12. Change in Laws & Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in state / India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Contract Price, then such Contract Price shall be correspondingly increased or decreased, to the extent that such has affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with Clause “Contract Price”.

13. Force Majeure

- a) The Bidder shall not be liable for forfeiture of its Performance Security deposit, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the contractor shall promptly notify the department in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by NIELIT, the contractor shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with NIELIT, then NIELIT may take the case with the contractor on similar lines.

14. Termination

a) Termination for Default

- i. The tender sanctioning authority of NIELIT may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part: -

- a. If the contractor fails to repair fault within one week time period, or any extension thereof granted by NIELIT; or
 - b. If the contractor fails to perform any other obligation under the contract within one week of delivery of service or any extension granted thereof; or
 - c. If the contractor, in the judgment of the Procuring Authority has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the contractor commits breach of any condition of the contract.
- ii. If NIELIT terminates the contract in whole or in part then amount of performance security deposit (PSD) and due payments, if any, will be forfeited.
 - iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

NIELIT may at any time terminate the Contract by giving Notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NIELIT.

15. Legal Jurisdiction

All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction in Delhi.

16. Arbitration

- a) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrators as per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof
- b) All legal proceedings, if necessary arises to institute may by any of the parties (NIELIT. or approved bidder) shall have to be lodged in courts situated in Delhi and not elsewhere.

17. Reservation of Rights

NIELIT Reserves the right to:

- a. Extend the Closing Date for submission of the Proposals
- b. Amend the requirements at any time prior to the Closing Date, provided that the amendment is notified to prospective Tenderers.
- c. Seek information from or negotiate with one or more of the Tenderers on any issue at any time and to continue to negotiate with one or more of the Tenderers.
- d. Discontinue negotiations at any time with any Tenderer.
- e. Allow a Tenderer to change its Technical proposal if the same opportunity is given to all Tenderers.

- f. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bid has been invited or distribute items of stores to more than one bidder.
- g. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals.
- h. Seek the advice of external consultants to assist NIELIT in the evaluation or review of proposals.
- i. Make enquiries of any person, company or organization to ascertain information regarding the Tenderer and its proposal.
- j. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

18. Change Requests/ Management –

- a. NIELIT may at any time, by a written order given to the firm, make changes within the general scope of the Agreement w.r.t increase or decrease in the number of items specified for maintenance contract.
- b. The change request/ management procedure will follow the following steps: -
 - Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated cost and the items impacted will be analyzed and documented by successful bidder.
 - Approval or disapproval of the change request – NIELIT will approve or disapprove the change requested including the additional payments, after discussion with successful bidder on the impact of the change on schedule.
 - Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule.
 - Verification of the change - The change will be verified by the NIELIT on implementation of the change request.
- c. All changes outside the scope of contract agreed to herein which may have financial implications in terms of the overall cost/ time of the project shall be undertaken by successful bidder only after securing the express consent of the NIELIT. In the event that the consent of NIELIT is not received within a period of 10 working days from the date of communication, then the change will not be carried out. The impact of the change in terms of the cost and schedule will be re-estimated and such approval on the new cost and schedule will be taken, if the change is approved after the 10 working days.