



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

**NOTICE INVITING APPLICATIONS FOR EMPANELMENT OF FIRMS
FOR FOLLOWING CATEGORY OF WORKS/SERVICES**

List of Categories

S. No.	Category of WORKS/SERVICES
1.	Capacity building in IT/ITES/ESDM/e-Gov etc.
2.	Application Software Development
3.	Turnkey Projects
4.	Networking Services
5.	Hardware & Peripherals
6.	System Software (off the shelf products)
7.	Printing & Publication Work
8.	Facility Management Services
9.	Event Management Services

[Reference No. NIELIT/HQ/IT/1/13

Dated: 24-February-2013]

Address for submission and Opening of Bid	The Managing Director, NIELIT, Electronics Niketan Building, 6, CGO Complex, Lodhi Road, New Delhi - 110 003
Last Date & Time of Submission of Bid	08-April-2013 at 12:00 pm
Date and Time of Opening of Technical Bid	10-April-2013 at 11:00 am

Application Form/Tender Document Fees: Rupees one thousand only per Category (non-Refundable)

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

**National Institute of Electronics and Information Technology (NIELIT)
6, CGO Complex, New Delhi – 110003, India**
Tel: +91 11 24363330/1/2 , 24366577/79/80 Fax : +91 11 24363335
Email : delhi@nielit.in Web : <http://www.nielit.in>

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Section 1 - Introduction to NIELIT

NIELIT (erstwhile DOEACC Society) is an Autonomous Scientific Society under the administrative control of Department of Electronics and Information Technology (DeitY), Ministry of Communications and Information Technology, Govt. of India. It was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communication Technologies (IECT). The Society, at present has 18 Centres and presence at 23 locations i.e. Agartala, Aizawl, Ajmer, Aurangabad, Calicut, Chandigarh with branches office at Shimla, Chennai, Delhi, Gangtok, Gorakhpur with branch office at Lucknow, Guwahati/Tezpur, Imphal, Itanagar, Kohima / Chuchuyimlang, Kolkata, Patna, Shillong, Srinagar/Jammu with its Headquarter at New Delhi.

The Society is engaged in carrying out Education & Training Programs - both in the Formal & Non- Formal sectors in the area of IECT. Its mandate includes development of Industry oriented quality education and training programs in the state-of-the-art areas, to establish standards and to be the country's premier institution for Examination and Certification in the field of IECT. It is also a National Examination Body, which accredits institutes/organizations for conducting courses in the non-formal sector Education in the field of IT and related areas.

NIELIT Centres are conducting long-term courses at Post-Graduate level (M.Tech) in Electronics Design & Technology, Embedded Systems etc. which are normally not offered by Universities/Institutions in the formal sector. Other long term courses conducted by the Centers are Diploma Level courses in Electronics Production & Maintenance, Electronic Engineering, Computer Science & Engineering, Masters in Computer Application, and Bachelor in Computer Applications etc., which are affiliated to respective State Universities/Technical Boards.

In non-formal Sector, the NIELIT Centres are conducting various long term courses viz. DOEACC 'O', 'A', 'B' & 'C' level Courses, Computer Hardware & Maintenance O/A Level and O/A/B level courses in Bio-informatics, Entrepreneurship Development, etc. depending upon the demand in respective region.

The NIELIT Centres are also imparting training in Short Term Courses in the areas of Information Technology, Electronics Design & Technology, Manufacturing Technology, Maintenance Engineering, ITES-BPO etc. Besides the training activities, NIELIT Centres are offering consultancy services and undertaking software development projects in addition to Govt. sponsored projects in the area of Education & Training, R& D, etc.

Vision / Institutional Goal

To be the leader in development of industry oriented quality education and training in the state of the art areas, establish standards and be the country's premier institution for examination and certification in the field of Information, Electronics and Communications Technology (IECT)

Objective of the Institute:

- To generate quality manpower and develop skilled professionals in the area of Information, Electronics & Communications Technology (IECT) and allied fields, by providing world class education & training and accreditation services.
- To provide continuing support to learners and trainers through active design & development of innovative curricula and content aligned with the dynamically changing IECT scenario as and when required.
- To establish a globally recognized quality system of examination and certification and provide a fair assessment of the competency of students.
- To continue to implement various DOEACC Schemes in the Non- Formal Sector in the IECT area.
- To establish standards in the area of IECT and to develop market oriented courses in the emerging areas as per the need.
- To impart continuing education for up-gradation of knowledge and skills of Industry professionals & academicians considering high obsolescence in the area of IECT.
- To provide entrepreneurship development program in the area of IECT.
- To develop and promote the culture of market to encourage and nurture industry oriented design and development.
- To provide Consultancy and Services to Government and non-Government Organizations in IECT

Activities of the Society and its Centers

Core activities of the Society - Education & Training in the area of Information, Electronics and Communication Technology (IECT) are different from other educational programs of similar nature, in scope and quality, in the following aspects:

- Flexible programs with consistent and timely updating of Course Curricula to conform to industry needs, so that the students graduating from the Society should not only find employment but also be sought after by the Industry,
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- Industry participation in the formulation and running of programs, particularly for imparting hands-on-experience.
- Latest Technology is used in all operations of the Society.
- Regular feedback from customers i.e. students and Industry

The above IT Education & Training Programs are categorized as follows:

- IT Education & Training for fresh students;
- Continuing Education (Refresher training/up-gradation) for working professionals through Short-Term/Long-Term Courses;
- Training of Trainers at various levels; and
- New courses in emerging areas of IECT

The Society is also engaged in Data Processing, Software Development and Consultancy projects in addition to Education & Training Programs.

Section 2 – About this RFP

Need for empanelment

This process is intended to assist the NIELIT Centres for the procurement of various goods and services in a standardized and timely manner by inviting financial bids from the empanelled firms in their respective zones. At present the empanelment of firms is being done for following categories of WORKS/SERVICES:

S. No.	Category of WORKS/SERVICES
1	Capacity building in IT/ITES/ESDM/e-Gov etc.
2	Application Software Development
3	Turnkey Projects
4	Networking Services
5	Hardware & Peripherals
6	System Software (off the shelf products)
7	Printing & Publication Work
8	Facility Management Services
9	Event Management Services

Objective

The overall objective is to empanel agencies/firms for providing assistance for the categories mentioned above in the respective NIELIT Centre in each zones. All the firms/agencies are invited to apply for category of WORKS/SERVICES zone wise based on their set of institutional capacities and their resources. All the application forms that are deposited in the respective category of WORKS/SERVICES will be scrutinized on the basis of the documents and information furnished by applicant along with the application form. NIELIT may obtain clarifications whenever and wherever required. On the basis of scrutiny, offers of those applicants who fulfill the pre-qualification criteria and other conditions as stated in this document would be shortlisted for the empanelment.

The empanelled firms during the period of their Empanelment will be requested to submit Financial Bids or respond to Request for Proposals (RFP) whenever any requirement of goods and/or services of estimated cost upto 25 lakhs occur in the category and zone or any Centre in the Zone of their Empanelment. The empanelled firm bidding lowest price may generally become eligible for order. However, the placement of order shall be at the sole discretion of the management of NIELIT (Centre Director's/Biding Authority etc.).

Sealed Applications / Proposals are invited from eligible firms for Empanelment in above mentioned categories of works/ services for **One Financial Year** for following NIELIT Zones. The numbers of NIELIT centers/Extension Centers per Zone are given below.

S.No.	Zone	NIELIT HQ/Centers/Extension Centers	Email Id
1.	North	Chandigarh	dir_chd@nielit.in
2.		Delhi Centre/HQ	dir_delhi@nielit.in , bnc@nielit.in
3.		Jammu	jammu@nielit.in
4.		Srinagar	dir_sj@nielit.in
5.		Shimla	shimla@nielit.in
6.	West	Ajmer	dir_ajmer@nielit.in
7.		Aurangabad	dir_a@nielit.in
8.	Central	Gorakhpur	dir_g@nielit.in
9.		Patna	dir_patna@nielit.in
10.		Lucknow	lucknow@nielit.in
11.		Kolkata	dir_kol@nielit.in
12.	South	Calicut	dir_c@nielit.in
13.		Chennai	dir_chennai@nielit.in
14.	North-East	Agartala	dir_agartala@nielit.in
15.		Aizawl	dir_az@nielit.in
16.		Gangtok	dir_gangtok@nielit.in
17.		Imphal	dir_i@nielit.in
18.		Itanagar	dir_itanagar@nielit.in
19.		Kohima	dir_koh@nielit.in
20.		Shillong	dir_shillong@nielit.in
21.		Tezpur	dir_tezpur@nielit.in
22.		Chuchuyimlang	dir_chuchuyimlang@nielit.in
23.		Guwahati	guwahati@nielit.in

Timelines

Sr.No.	Activity/Milestone	Date/Place
1.	Publishing Date	24-Feb-2013
2.	Document download End Date	31-Mar-2013
3.	Date, Time & Venue of Pre-Bid Meeting	05-Mar-2013 at 11:00 am Electronics Niketan Building, 6, CGO Complex, Lodhi Road, New Delhi - 110 003
4.	Bid Submission Start Date	11-Mar-2013
5.	Bid Submission End Date & Time	08-April-2013 at 12:00 pm
6.	Address for Bid Submission	The Managing Director, NIELIT, Electronics Niketan Building, 6, CGO Complex, Lodhi Road, New Delhi - 110 003
7.	Technical Bid Opening Date & Time	10-April-2013 at 11:00 am
8.	URL for downloading Tender Document, Corrigendum's, Addendums etc.	www.nielit.in
9.	Validity of RFP	90 Days from the date of bid submission

Section 3 – Instructions to Bidders

1. Application shall be considered in the prescribed Application Form only that is downloadable from the URL www.nielit.in. No physical sale of Application form will be done.
2. Firms should submit separate Application Form along with requisite fees for each category of WORKS/SERVICES, for which they are applying, in separate envelopes, and clearly mention the category of WORKS/SERVICES and Zone(s) name for which they are applying on the envelope/ cover.
3. Non-refundable Application Form fees of Rs. 1000 will be charged for applying against each Category of WORKS/SERVICES.
4. Empanelment Fee (Rs. 5,000 * Number of Applied Zones) will be charged for empanelment for each category of WORKS/SERVICES for one calendar year e.g. if a firm wants to apply for three zones for a specific category of WORKS/SERVICES it has to pay Rs. 15,000.
5. The Empanelment Authority is MD, NIELIT. The address of Empanelment Authority is:

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

6. Interested Firms should submit separate Application Forms for each category of WORKS/SERVICES in a sealed envelope along with the requisite documents as specified in **“Eligibility Criteria” of each category of WORKS/SERVICES in this RFP** along with a Demand Draft (DD) /Bankers Cheque (BC) of requisite amount (Application Forms Fees of Rs. 1000/- + Empanelment Fees of Rs. 5,000/- * Number of Applied Zones) drawn on any commercial bank **in favor of NIELIT, payable at New Delhi** either personally or through post to the Empanelment Authority.
 7. Applications received without either Application Form Fees or requisite Empanelment Fees would be summarily rejected.
 8. The Details of the firms (correspondence address and contact person), category of WORKS/SERVICES and names of applied zones should be mentioned on the backside of the DD/BC.
 9. Interested applicants are advised to study the document carefully. Submission of Application shall be deemed to have been done after careful study and examination of the document with full understanding of its implications.
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10. The application should reach the office of MD, NIELIT on given address at or before given time and date. NIELIT shall not be responsible for any postal delay and the applications received late shall not be entertained under any circumstances. No correspondence in the matter shall be entertained by NIELIT under any circumstances.
11. The empanelment would entitle a firm to participate in NIELIT tenders (for a category of WORKS/SERVICES for all the Centres of a zone wise for which they have applied), the value of which is up to **Rs. 25 Lacs**, for the supply of goods/ services.
12. NIELIT will host a Pre-Bid Conference, tentatively scheduled as per the schedule provided of prospective bidders, who have purchased the tender/bidding document. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed requirements. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP. A maximum of two representatives of each Bidder shall be allowed to participate in the conference. The venue for the Pre bid conference is the address provided below:

**National Institute of Electronics & IT,
Electronics Niketan Building,
6, CGO Complex,
Lodhi Road,
New Delhi - 110 003**

Date: 24-February-2013

**Managing Director, NIELIT
Electronics Niketan Building,
6, CGO Complex, Lodhi Road,
New Delhi - 110 003, India**

Section 4 – General Conditions

1. Applications received without either Application Form Fees or Empanelment Fees would be summarily rejected.
 2. Application once submitted will not be allowed to be withdrawn and Application Form Fees once paid will not be refunded.
 3. The Empanelment Fees of unsuccessful bidders will be refunded without any interest after empanelment of successful bidders per category per zone.
 4. The Empanelment Authority is not bound to accept an Application and may reject any or all Applications without assigning any reason.
 5. The terms and conditions for Empanelment are to be read carefully and to be signed as given in the schedule as token of acceptance.
 6. The empanelment would entitle a firm to participate in NIELIT tenders (for the category of goods and services zone wise for which they are empanelled, the value of which is up to **Rs. 25 Lacs.**
 7. The empanelment of applicants under various categories of WORKS/SERVICES does not guarantee of supply/ work orders.
 8. In the event of documents being submitted by a firm, it must be signed by a person holding a power of attorney authorizing him to do so. The Certificate of authorization by the applicant organizations shall be enclosed.
 9. **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 organization 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 sign all pages of the Bid Document, including pages where entries or amendments have been made
 10. Any interlineations, erasers, alterations, fluiding, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with his/her signature.
 11. **Enquiries, Clarifications and Pre-Bid Meeting:** Enquiries, if any, shall be addressed to and sent to the email id delhi@nielit.in
 - i. All clarifications that are received by email on or before the date mentioned in the schedule will be addressed by NIELIT in a Pre-bid Meeting. NIELIT shall aggregate and
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- respond to all such clarifications as per the schedule of bidding. This response to clarifications will be issued as a Corrigendum to the original RFP.
- ii. During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration. The NIELIT shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
 - iii. In respect of clarifications received, the following shall apply:
 - NIELIT reserves the right not to consider any condition that in the sole discretion of NIELIT, is found unacceptable.
 - If in NIELIT's opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by NIELIT and the accepted conditions will be made available to all Bidders.
 - In respect of suggestions / alterations proposed NIELIT may consider them and the result will be circulated to all bidders.
 - iv. If NIELIT deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements to this RFP. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, and official communication over email / post will be communicated to all the bidders by e-mail. Any such supplement shall be deemed to be incorporated by this reference into this RFP.
 - v. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, NIELIT, at its discretion, may extend the deadline for the submission of bids.

12. **Rejection of Bid:** The Bid Document shall be submitted in the form of typed document in original. Bids submitted by Telex, fax or email would not be entertained. Any condition put forth by the bidder not conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

13. **Late Bids:** Any bid received by NIELIT after the deadline for submission of bids prescribed in this document, 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.

Note: Normally, the date of submission and opening of bids would not be extended. However, in exceptional circumstances or when the bidding document is required to be substantially modified as a result of discussions in pre-bid conference and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by Managing Director, NIELIT.

14. **Opening of Bids:** NIELIT will open technical bid as per schedule. The bidder may depute their representative for the event. The Bidder's representatives who are present shall sign a register evidencing their attendance. Even if no representative of the bidder is available, the Bids would be opened as per schedule.

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.

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

16. **Bids not considered for evaluation:** Bids which are rejected during the bid evaluation process shall not be considered for further evaluation, under any circumstances.

17. **Clarification of Bids:** To assist in the evaluation, comparison and examination of bids, NIELIT may, at its sole discretion, ask the Bidder for a clarification on their proposed bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiry of deadline prescribed in the request, the bid shall be rejected. No Representation in this regard would be entertained after rejection of the bid.

18. **Completeness of Bids:** NIELIT will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document. Information must be furnished in comprehensive manner against each column of Bid Document.

19. **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 Empanelment Fees will be forfeited.

20. **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.

21. **The Earnest Money Deposit (EMD):** It will be 5% of tender cost. The Bidders will be required to submit the EMD when a financial bid will be called from empanelled firm. The EMD shall be

denominated in Indian Rupees, and shall be in the form of a Demand Draft or Bank Guarantee issued by a Commercial Bank in favour of NIELIT Centre, payable at respective centre.

22. **Performance Security:** To ensure due performance of the contract, Performance Security is to be obtained from the successful bidder awarded the contract. It would be for an amount of five to ten percent of the value of the awarded contract. 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 Centre that is awarding the contract, payable at respective centre.

- Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- EMD will be refunded to the successful bidder on receipt of Performance Security.

23. **Undertaking for Reasonableness:** The bidder at the time of submission of financial bid will give an undertaking that the quoted rates are at par with the prevailing market rates and the goods/works that will be supplied will be of requisite specification and quality.

24. For supply type of contracts, the eligible Dealers/ Bidders located nearer to the Centres (i.e. from within the Region) of the Centres, if any, may be given preference.

25. The designated Contact person for any clarification is:

Dr. S. Birendra Singh
Director (Technical), NIELIT,
Electronics Niketan, 6, CGO Complex, New Delhi – 110 003, India
Ph No: +91 11 24363733
Email: s.biren@nielit.in

Date: 24-Feb-2013

Managing Director, NIELIT

Section 5 – Application Form

1. Addressed to:

Empanelment Authority	Managing Director
Address	NIELIT, Electronics Niketan Building, 6, CGO Complex, New Delhi – 110003, India.
Telephone	+91-11-24363330/1/2, 24366577/79/80
Tele Fax	+91 11 24363335
Email	delhi@nielit.in; (Reference no. should be clearly mentioned in the subject of the mail)

2. Firms Particulars:

Name of Firm				
Name of Contact Person with Designation				
Registered Office Address				
Details of Incorporation of the Company. Certificate to be submitted in Technical bid	Date:			
	Ref #			
Details of Commencement of Business	Date:			
	Ref#			
Valid Sales tax registration no.				
Valid Service tax registration no.				
Permanent Account Number (PAN)				
Address of the Firm				
Type of Firm	Public Limited	Private Limited	Partnership	Proprietary
Put Tick(√) mark				
Telephone/Mobile Number(s)				
Email Address/ Web Site	Email:		Web-Site:	
Fax No.				
Certification/Accreditation/Affiliation, if Any (attach proof)				

3. Financial Details:

As per audited Balance Sheets (in Cr)				
Sno	Year	2009-10	2010-11	2011-12
1	Net worth			
2	Turn Over			
3	Profit After Tax			

3. Name of Applied Category of WORKS/SERVICES:**4. Names of Applied Zones:**

5. Following documents are attached towards the proof of deposit of requisite fees:

Application Form Fee and Empanelment Fee deposited through	Number	Dated	Amount	Drawee Bank & Branch
Demand Draft / Banker's Cheque payable to NIELIT at New Delhi				

6. We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said 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 along with stamp of the firm).

Date:

Place:

Seal/ Signature of Auth. Signatory

CATEGORY-1: CAPACITY BUILDING IN IT/ITES/ESDM/e-Gov etc.

A) Eligibility Criteria

For empanelment with NIELIT, the participating firm must submit the following information along with attested copies of supporting documents, failing which the proposal shall not be considered for empanelment.

S. No.	List of Documents	Supporting documents	Annexed as
1.	Covering Letter + Application Form	On Applicant's Letter head	Anx-1
2.	The Applicant must be a Proprietorship Concern/Company registered under Indian Company Act, 1956/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/ Autonomous bodies or any other venture not covered above. Consortium of companies/firms etc. is not allowed to apply for empanelment.	Copy of the Certificate of Incorporation of the Company/ Firm's Registration Certificate.	Anx-2
3.	The Applicant should be a reputed Training Provider that may include but not be limited to the areas of Information, Electronics & Communication, e-Governance, m-Governance etc. Technologies anywhere in India for at least Three Years as on 31-Jan-2013.	Copy of the relevant Work Orders before January 2013.	Anx-3
4.	The Applicant must possess a valid: - i. Service Tax Registration Certificate ii. Income Tax Registration/ PAN Number	Valid copy of all the mentioned/ required Certificates/Documents.	Anx-4
5.	Certification/ authorization/ affiliation by Govt. Colleges/ DOEACC/ Microsoft/ Oracle/Sun/Tally /Red Hat / Organizations of repute in the relevant areas are required.	Copy of the Valid Authorization/ Affiliation Letter.	Anx-5
6.	The Applicant should have successfully completed, during last 3 years, at least ONE assignment of providing similar services i.e. training course in India where the value of the assignment should be at least Rs. 5 Lacs (Rupees Five Lacs). OR The Applicant should have successfully completed, during last 3 years, at least TWO assignments of providing similar services i.e. training course in India	Copies of the customer purchase orders/ contracts which should indicate the deliverables, commissioning/ completion certificates and the scope of relevant assignments.	Anx-6

S. No.	List of Documents	Supporting documents	Annexed as
	where the value of each assignment should be at least Rs. 2.5 Lacs (Rupees Two Lacs Fifty Thousand only).		
7.	The applicant must have a minimum strength of 10 qualified/ certified teaching staff on their rolls having desired qualification (preferably graduation in engineering) and with 2 years of relevant experience.	Letter, in Original, from Company HR including the details like Employee No., Employee Name, Designation, Date of Joining, Educational Qualifications, PF Number.	Anx-7
8.	The Applicant should have an average annual turnover from training courses of at least Rs. 20 Lacs (Rupees Twenty Lacs Only) during each of the last three financial years (2009-10, 2010-11, and 2011-12).	Copies of audited balance sheets/ profit & loss accounts/ annual reports of last three financial years and CA Certificate.	Anx-8
9.	Applicant should have a positive net worth during the last three financial years (2009-10, 2010-11, and 2011-12).	CA Certificate.	Anx-9
10.	The Firm or its franchise or its business associate should have at least one well furnished training center with minimum 1 server, 10 Desktops, 2 printers, 1 projector, adequate capacity UPS, Internet Connectivity and 1 class room with seating capacity of 10 in each NIELIT centre of the applied Zone. The Firm should own the required legal software for various trainings.	Submit an undertaking on firm's letter head with details.	Anx-10
11.	A firm is not eligible to participate in this project 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 Organizations are not allowed to participate in the bidding process.	Undertaking to this effect shall be submitted by the applicant on his letter head.	Anx-11

B) SCOPE OF EMPANELMENT

During empanelment period the Firm may be required to perform various standard tasks, which may include but not be limited to the following:

- Conducting Training Needs Analysis of all the concerned staff and drawing up a systematic training plan. The training duration should be sufficiently long for effecting meaningful assimilation of training content by an average user.
 - There should be sufficient number of trainers depending upon the number of participants in every training session for conducting the training program.
 - Providing training to all the staff to make them well conversant with the functionalities, features and processes built in the IT system.
 - Retraining the above staff whenever changes are made in the application and/or personnel.
 - The trainer must have appropriate qualifications, abilities and skills in order to meet the needs of training.
 - All the cost towards training to be borne by the private vendor/ player.
 - All materials pertaining to the training to be delivered viz contents, handouts, presentation, notes, reading material etc. has to be developed and provided to all the participants by the vendor.
 - Providing training to all the staff to make them well conversant with functionalities, features and processes involved in the following verticals, including new areas identified by NIELIT from time to time:
 - ✓ IT/ITes and related disciplines in the area of IECT
 - ✓ Secretarial Practices, including enhancement of skills
 - ✓ Management Trainings
 - ✓ Training in e-Governance
 - ✓ Training in Hardware and ESDM
 - ✓ Adoption of Best Practices
 - ✓ Training on RTI (Right to Information)
 - ✓ Training in interpersonal skills, self-management, time management, soft skills etc.
 - The training would be based upon, but not limited to, the following aspects: -
 - Introduction of Computers/ Computer Fundamental Concepts
 - Introduction to GUI based Operating System (OS) – MS-Windows XP/7, Linux
 - Elements of Microsoft Office – MS-Word, MS-Excel or MS-PowerPoint
 - Computer Communication & Internet
 - WWW and Web Browsers, E-Mail etc.
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- Communication and Collaboration
 - E-Governance and m-Governance
 - Mobile Application Development using Android
 - Web Application Development using Java, Dot NET or LAMP platform.
 - Operating System Administration in UNIX, LINUX or Windows.
 - Database Administration in Oracle, SQL Server or MySQL
 - Information Security
 - Embedded System Design
 - VLSI Design
 - CISCO Certified Courses
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CATEGORY-2: APPLICATION SOFTWARE DEVELOPMENT

A) Eligibility Criteria

For empanelment with various NIELIT Centres/Extension Centres, Zone wise, the participating firm must submit the following information along with self attested copies of supporting documents, failing which the proposal shall not be considered for empanelment.

S. No.	List of Documents	Supporting documents	Annexed as
1.	Covering Letter + Application Form	On Applicant's Letter head	Anx-1
2.	The Applicant must be a Proprietorship Concern/Company registered under Indian Company Act, 1956/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/ Autonomous bodies or any other venture not covered above. Consortium of companies/firms etc. is not allowed to apply for empanelment.	Copy of the Certificate of Incorporation of the Company/ Firm's Registration Certificate.	Anx-2
3.	The Applicant should be in operations in the business of System Integration/ Software Development/ Software Customization & Implementation anywhere in India for at least Three Years as on 31-Jan-2013.	Copy of the relevant Work Order (any One) on or before January 2013.	Anx-3
4.	The Applicant must possess a valid: - i. Service Tax Registration Certificate ii. Income Tax Registration/ PAN Number	Valid copy of all the mentioned/ required Certificates/Documents.	Anx-4
5.	The Applicant must possess a valid ISO 9001:2008 (For Quality Management System) and/ or CMMi Level 3 or higher (Software Development & Customization) certification.	Valid copy of mentioned/ required Certificate(s).	Anx-5
6.	The Applicant should have successfully completed, during last 3 years, at least ONE assignment of providing similar services i.e. software development, deployment and customization services to any Government organization/ PSU/Organisation of Repute in India where the value of the assignment should be at least Rs. 50 Lacs (Rupees Fifty Lacs).	Copies of the customer purchase orders/ contracts which should indicate the deliverables, commissioning/ completion certificates and the scope of relevant assignments.	Anx-6

S. No.	List of Documents	Supporting documents	Annexed as
	<p style="text-align: center;">OR</p> <p>The Applicant should have successfully completed, during last 3 years, at least TWO assignments of providing similar services i.e. software development, deployment and customisation services to any Government organization/ PSU's/Organization of repute in India where the value of each assignment should be at least Rs. 25 Lacs (Rupees Twenty Five Lacs).</p>		
7.	The applicant must have a minimum strength of 10 software professionals on their rolls having minimum qualification of B.E. or B.Tech (CS/IT)/ MCA/ DOEACC 'B' Level or equivalent with 2 years of relevant experience.	Letter, in Original, from Company HR including the details like Employee No., Employee Name, Designation, Date of Joining, Educational Qualifications, PF Number.	Anx-7
8.	The Applicant should have an average annual turnover from IT Software related services (Software Development/ Software Customization & Implementation only) of at least Rs. 3 Crores (Rupees Two Crores Only) during the last three financial years (2009-10, 2010-11, and 2011-12).	Copies of audited balance sheets including profit & loss accounts/ annual reports of last three financial years and CA Certificate.	Anx-8
9.	Applicant should have a positive net worth during each of the last three financial years (2009-10, 2010-11, and 2011-12).	CA Certificate.	Anx-9
10.	The Bidder should have a local support office at each NIELIT centre/extension centre within the zone for which he is applying. If the bidder, at the time of bidding, does not have a local support office at each NIELIT centre/extension centre within the zone 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 empanelment.	Address Proof of Local Office (Lease agreement or sale deed)/ Undertaking on letter head.	Anx-10
11.	A firm is not eligible to participate in this project while under sanction by NIELIT, whether such sanction was directly imposed by NIELIT, or	Undertaking to this effect shall be submitted by the applicant on his letter head.	Anx-11

S. No.	List of Documents	Supporting documents	Annexed as
	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 been black-listed/ debarred in participating in any procurement activities by any State or Central Government Organizations are not allowed to participate in the bidding process.		

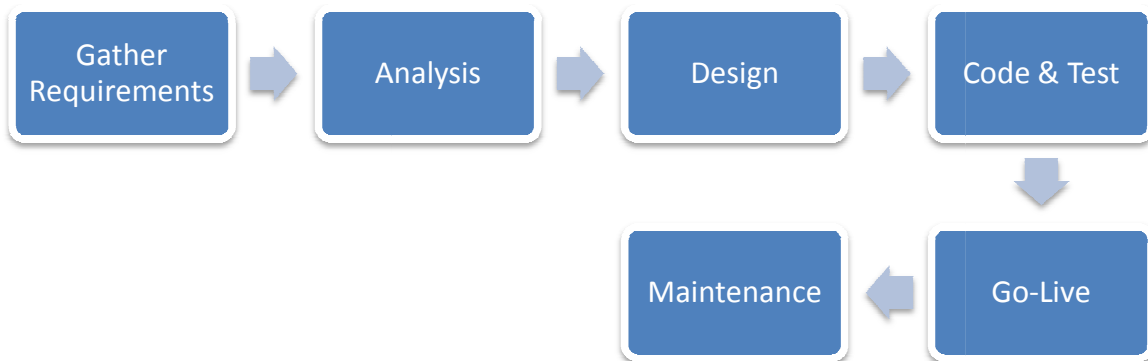
B) Scope of Work

During empanelment period the Firm would be required to design, develop, implement, update and maintain Online/Offline Application Software. The firm should ensure the usage of state-of-the-art technology to deliver content rich, customizable, theme-able, high-performance, secure and parameterized application software. The online application software should be bilingual and GIGW (Guidelines for Indian Government Websites issued by GOI) compliant.

For developing, System Requirement Study, designing, performance testing, documentation, content management services, training, translation and maintenance services would have to be provided. In general the Firm may be required to perform various standard tasks, which may include but not be limited to the following during empanelment period: -

1) Application Software Development

An application is a collection of programs that satisfies certain specific requirements (resolves certain problems). The solution could reside on any platform or combination of platforms, from a hardware or operating system point of view. Figure below shows the process flow during the various phases of the application development life cycle which are expected for compliance by the selected applicant(s).



Following aspects/ phases of application development (on any OS platform) must be kept in mind by the applicants while submitting the proposal for empanelment under this category.

a) Gather Requirements

- i. An important task in creating a software product is extracting the requirements or requirements analysis. Customers typically have an abstract idea of what they want as an end result, but not what software should do. Hence, incomplete, ambiguous, or even contradictory requirements should be recognized by skilled and experienced software engineers of the empanelled firm at this point.
- ii. Requirements analysis would require the engagement of individuals/ teams from client as well as firm to get detailed and accurate requirements; often there has to be a lot of communication to and from, to understand these requirements. Requirement gathering would be the most crucial aspect as many times communication gaps arise in this phase and this leads to validation errors and bugs in the software program.
- iii. The firm is expected to perform the following under this phase: -
 - ✓ User requirements
 - ✓ Hardware and Software requirements
 - ✓ Applicable Standards/ Models (CMMI, ISO 9000 and 15504)
 - ✓ Integration of existing SMS/ E-Mail/ Payment Gateways with the Application
- iv. A User Requirements document would be the outcome of this phase.

b) Perform Analysis

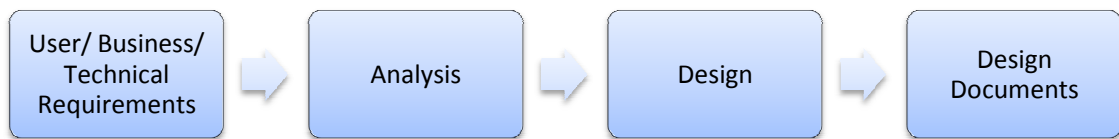
- i. Once the general requirements are gathered from the client by the empanelled firm, an analysis of the scope of the development should be determined and clearly stated. This is often called a Scope document.
- ii. The goal of system analysis would be to determine where the problem is in an attempt to fix the system. This step would involve breaking down the system in different pieces to analyze the situation, analyzing project goals, breaking down what needs to be created and attempting to engage users so that definite requirements can be defined.

c) Design Phase

- i. In systems design phase, the empanelled firm is expected to describe the design functions and operations in detail, including screen layouts, business rules, process diagrams and other documentation. The output of this stage will describe the new system as a collection of modules or subsystems.
 - ii. The design stage should take as its initial input the requirements identified in the approved requirements document. For each requirement, a set of one or more design elements should be produced as a result of interviews, workshops, and/or prototype efforts.
 - iii. Design elements should describe the desired software features in detail, and should generally include functional hierarchy diagrams, user-friendly screen layout diagrams (English only or Bi-Lingual i.e. English and Hindi), tables of business rules, business process diagrams, pseudo code, and a complete entity-relationship diagram with a full data dictionary. These design elements are
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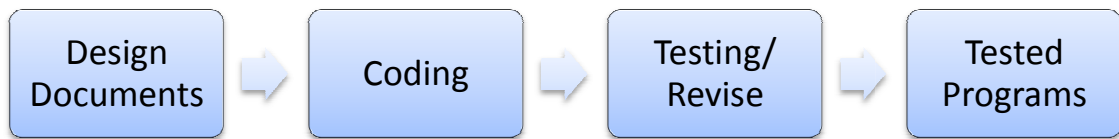
intended to describe the software in sufficient detail that skilled programmers may develop the software with minimal additional input design

- iv. Develop the design in its various iterations
 - o High-level design (HLD)
 - o Detailed design
 - o Hand over the design for approval by the end-user (Purchaser)
- v. Figure below depicts the design phase up to the point of starting development. Once all of the requirements have been gathered, analyzed, verified, and a design has been produced, the empanelled firm would pass on the programming requirements to his application programmers.

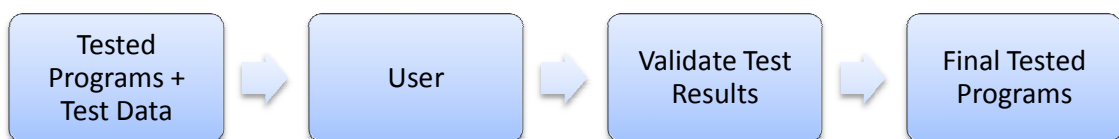


d) Code and test application

- i. The empanelled firm's application programmers would take the design documents (programming requirements) and then proceed with the iterative process of coding, testing, revising, and testing again, as depicted in the figure below.

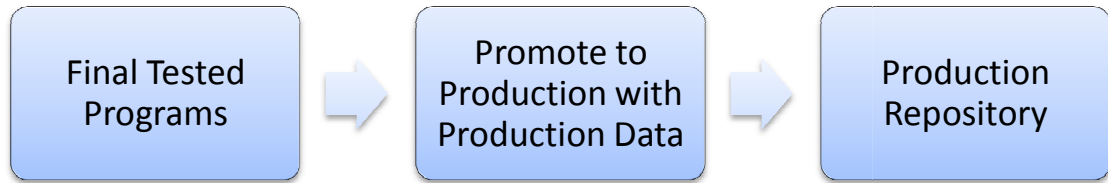


- ii. It should also be clearly noted that the firm is required to test the developed application for functionality and usability as per the details given below.
- iii. The firm would perform the following system tests: -
 - o Perform integration test (test application with other programs to verify that all programs continue to function as expected).
 - o Perform performance (volume/ load) test using production data.
- iv. After the programs have been tested by the empanelled firm's application programmers/ testers, they will be part of a series of formal user and system tests. These would be used to verify usability and functionality from a user point of view, as well as to verify the functions of the application within a larger framework as depicted in the picture below.



e) Go into production

- i. The final phase in the development life cycle would be to go to production and become steady state. As a prerequisite to going to production, the empanelled firm's development team needs to provide documentation. This would usually consist of user training and operational procedures. The user training would familiarize the users with the new application. The operational procedures documentation would enable Operations to take over responsibility for running the application on an ongoing basis.
- ii. In production, the changes and enhancements would be handled by a group (possibly the same programming group) that would perform the maintenance. At this point in the life cycle of the application, changes would be tightly controlled, well documented and must be rigorously tested before being implemented into production, as depicted in the picture below.



- iii. Also, as mentioned before, to meet the user requirements or solve problems, it must be ensured by the empanelled firm that the application solution is designed to reside on any platform or a combination of platforms. As per the current trends, the specific application could be located in any of the three environments: *Internet, enterprise network, or central site*. The operating system must provide access to any of these environments.

2) Security and Audit Control

- a) Adequate security levels and audit trails must be in place to protect the integrity of the developed Application software. User security helps control the Application contribution process by ensuring that only the authorized personnel have access to specific elements of the application. The audit trail should provide a facility to trace the path of changes on Application.
- b) It would be the responsibility of the empanelled firm to get done the IT Security Audit of the developed application software before the commissioning of project. The cost towards all such audits shall be borne by the empanelled firm. Hence, the firm is advised to quote accordingly.
- c) Wherever the application would be used for online transactions i.e. commercial transactions are involved on-line over the Internet, the firm shall use SSL with at least 128-bit encryption certificate and PKI based security for user authentication and content encryption for all critical transactions.
- d) The IT Security Audit shall cover all the following aspects: -

Service/ Audit Type, Methodology & Deliverable
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<p>1) Application Security Assessment</p>
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<p><u>Methodology:</u> Different software testing techniques are employed to unearth application security vulnerabilities, weaknesses and concerns related to Authentication, Authorization, Session Management, Input/ output Validation, Processing Errors, Information Leakage,</p>
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Denial of Service etc. Typical issues which may be discovered in an application security audit include Cross-site scripting, Broken ACLs/ Weak passwords, Weak session management, Buffer overflows, Forceful browsing, CGI-BIN manipulation, Form/ hidden field manipulation, Command injection, Insecure use of cryptography, Cookie poisoning, SQL injection, Server mis-configurations, Well-known platform vulnerabilities, Errors triggering sensitive information leak etc. For web applications OWASP (Open Web Application Security Project) guidelines is used for the assessment. All the assessment is carried out using both state-of-the-art tools and manual testing methods.

Deliverable: A detailed report with discovered vulnerabilities, weaknesses and mis-configurations with associated risk levels and recommended actions for the risk mitigation will be submitted.

2) System Performance Testing/ Monitoring

Methodology: Today's business systems have changed dramatically at the advent of multi-tier architecture. Organization's need to support 3 or more tiers involving network infrastructure, web servers, application servers, databases, etc. Troubleshooting and to find out the root causes of the performance problems is the basic scope of this test. State of the art tools should be used to monitor and analyse the network traffic/ performance issues.

To pin-point which tier is causing problems by inserting unacceptable latencies for the end users. Isolation of the fault to the application, system or network further speeds resolution and minimizes finger pointing among support groups and vendors.

Deliverable: A detailed report with discovered performance issues, weaknesses and mis-configurations with associated risk levels and recommended actions for the risk mitigation will be submitted.

3) Training & Documentation

- a) The empanelled firm shall ensure that all documentation is in place (user training, operation procedures, etc.).
- b) The empanelled firm shall also ensure a proper hands-on training to the designated end-users on the application developed by him. Training could have multiple sessions as per the need and requirement of the project/ application. The content of the training and schedule shall be mutually decided by NIELIT and the firm later at an appropriate time period. The requisite training infrastructure like the place, computers, and projector with screen shall be provided by NIELIT/ designated department.
- c) The empanelled firm would also provide an On-line Help and an On-line Interactive Training module, Visual help kit which will be downloadable by the end-users of the Application Software.

4) Operations & Maintenance Phase/ Facility Management Services (FMS)

- a) The empanelled firm, during the maintenance phase of the application: -

- ✓ Shall perform ongoing day-to-day changes and enhancements to application, on-site, as per the need/ requirement of NIELIT/ designated department.
- ✓ Shall define change management procedures to ensure that no unwarranted changes are carried out to the application. All the changes carried out by firm must be formally approved by NIELIT/ designated department and recorded too.
- ✓ Shall do proper version management of these configurations as the configurations may be changed from time to time. This is required to ascertain changes made to these configurations at different stages as well as have functional configurations.
- ✓ If required, shall convert/ migrate the existing IT-enabled soft data in to new system from various sources which will be saved at centralized server at designated location.
- ✓ Shall perform Performance Tuning and ensuring resilient performance of the developed application.
- ✓ Shall Check status and take remedial actions, in case problems/ bugs are reported.
- ✓ Shall maintain the Documentation of problems, isolation, cause and rectification procedures for building knowledge base for the known problems.
- ✓ Shall be required to incorporate necessary features in the application to automate the back-up of database at regular intervals such as daily, weekly, monthly etc.
- ✓ Shall perform the proper hand-holding of the developed application to NIELIT/ designated department.

b) Change Requests:

- i. NIELIT may at any time, by a written order given to the firm, make changes within the general scope of the Agreement in any one or more of the following: -
 - a. Designs, specifications, requirements of software or service to be provided under the Agreement are to be specifically developed and rendered for the Competent Authority.
 - b. The method of deployment, shipping or packing.
 - c. Schedule for Installation Acceptance.
 - d. The place of delivery; and/or the Services to be provided by firm.
 - ii. The change request / management procedure will follow the following steps:
 - a. Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by NIELIT.
 - b. Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analyzed and documented by SI.
 - c. Approval or disapproval of the change request – NIELIT will approve or disapprove the change requested including the additional payments, after discussion with SI on the impact of the change on schedule.
 - d. Implementation of the change – The change will be implemented in accordance to the agreed
-

- cost, effort, and schedule.
- e. Verification of the change - The change will be verified by the NIELIT on implementation of the change request.
- iii. All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by firm 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.
- iv. If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of SI receiving the NIELIT change order which shall not be unreasonably withheld or delayed.
- v. A change may also be suggested by firm along with its impact assessment and the same will be implemented by firm only if it is approved by the Competent Authority.
- c) The duration and scope of this period shall be mutually decided later at an appropriate time period.
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CATEGORY-3: TURNKEY PROJECTS

A) Eligibility Criteria

For empanelment with NIELIT, the participating firm must submit the following information along with self attested copies of supporting documents, failing which the proposal shall not be considered for empanelment.

SN	List of Documents	Supporting documents	Annexed as
1.	Covering Letter + Application Form	On Applicant's Letter head	Anx-1
2.	The Applicant must be a Proprietorship Concern/Company registered under Indian Company Act, 1956/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/ Autonomous bodies or any other venture not covered above. Consortium of companies/firms etc. is not allowed to apply for empanelment.	Copy of the Certificate of Incorporation of the Company/ Firm's Registration Certificate.	Anx-2
3.	The Applicant should be a System Integrator (SI) anywhere in India for at least Three Years as on 31-Jan-2013.	Copy of the relevant Work Order (any One) on or before January 2013.	Anx-3
4.	The Applicant must possess a valid: - i. Service Tax Registration Certificate ii. Income Tax Registration/ PAN Number	Valid copy of all the mentioned/ required Certificates/Documents.	Anx-4
5.	The Applicant must possess a valid ISO 9001:2008 (For Quality Management System) and/ or CMMi Level 3 or higher (Software Development & Customization) certification	Valid copy of mentioned/ required Certificate(s).	Anx-5
6.	The Applicant should have successfully completed, during last 3 years, at least ONE assignment of providing similar services i.e. IT Turnkey Projects to any Government organization/ PSU's/Organization of repute in India where the value of the assignment should be at least Rs. 50 Lacs (Rupees Fifty Lacs). OR The Applicant should have successfully completed, during last 3 years, at least TWO assignments of providing similar services i.e. IT Turnkey Projects to any Government organization/ PSU's/Organization of repute in India where the	Copies of the customer purchase orders/ contracts which should indicate the deliverables, commissioning/ completion certificates and the scope of relevant assignments.	Anx-6

SN	List of Documents	Supporting documents	Annexed as
	value of each assignment should be at least Rs. 25 Lacs (Rupees Twenty Five Lacs).		
7.	The applicant must have a minimum strength of 30 IT professionals on their rolls having minimum qualification of B.E. (CS/IT)/B.Tech (CS/IT)/MCA/DOEACC 'B' Level or equivalent with 2 years of relevant experience.	Letter, in Original, from Company HR including the details like Employee No., Employee Name, Designation, Date of Joining, Educational Qualifications, PF Number.	Anx-7
8.	The Applicant should have an average annual turnover from IT Turnkey Projects of at least Rs. 2 Crores (Rupees Two Crores Only) during each of the last three financial years (2009-10, 2010-11, and 2011-12).	Copies of audited balance sheets/ profit & loss accounts/ annual reports of last three financial years and CA Certificate.	Anx-8
9.	Applicant should have a positive net worth during the last three financial years (2009-10, 2010-11, and 2011-12).	CA Certificate.	Anx-9
10.	The Bidder should have a local support office at each NIELIT centre/extension centre within the zone for which he is applying. If the bidder, at the time of bidding, does not have a local support office at each NIELIT centre/extension centre within the zone 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.	Address Proof of Local Office (Lease agreement or sale deed)/ Undertaking on letter head.	Anx-10
11.	A firm is not eligible to participate in this project 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 Organizations are not allowed to participate in the bidding process.	Undertaking to this effect shall be submitted by the applicant on his letter head.	Anx-11

B) Scope of Work/ Empanelment

During empanelment period the Firm may be required to perform various standard tasks, which may include but not be limited to the following:

- i. Application S/w Development: Requirement Study, Development, Installation, Customization, Integration, Testing, Commissioning of required Software / Web based applications.
- ii. System Integration: Supply, Installation, Integration with RSDC, Testing, Commissioning of required Hardware, IT Infrastructure, System software & allied accessories
- iii. O&M/ FMS: Operations, Management / Maintenance of the developed Application and Installed Hardware / IT Infrastructure
- iv. Capacity Building: Training and Handholding the end users as per the requirement

CATEGORY-4: NETWORKING SERVICES

A) Eligibility Criteria

For empanelment with NIELIT, the participating firm must submit the following information along with attested copies of supporting documents, failing which the proposal shall not be considered for empanelment.

S. No.	List of Documents	Supporting documents	Annexed as
1.	Covering Letter + Application Form	On Applicant's Letter head	Anx-1
2.	The Applicant must be a Proprietorship Concern/Company registered under Indian Company Act, 1956/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/ Autonomous bodies or any other venture not covered above. Consortium of companies/firms etc. is not allowed to apply for empanelment.	Copy of the Certificate of Incorporation of the Company/ Firm's Registration Certificate.	Anx-2
3.	The Applicant should be an Original Equipment Manufacturer or its Authorized reseller/ distributor/ dealer anywhere in India for at least Three Years as on 31-Jan-2013.	Copy of the relevant authorization and Work Orders (any One) before January 2013.	Anx-3
4.	The Applicant must possess a valid: - i. VAT/ Sales Tax Registration Certificate along with the Sales Tax clearance certificate of the last year ii. Service Tax Registration Certificate iii. Income Tax Registration/ PAN Number	Valid copy of all the mentioned/ required Certificates/Documents.	Anx-4
5.	The Applicant should have successfully completed, during last 3 years, at least ONE assignment of providing similar services i.e. sale and installation of networking equipments in India where the value of the assignment should be at least Rs. 25 Lacs (Rupees Twenty Five Lacs). OR The Applicant should have successfully completed, during last 3 years, at least TWO assignments of providing similar services i.e. sale and installation of networking equipments in India where the value of each assignment should be at least 12.50 Lacs (Rupees	Copies of the customer purchase orders/ contracts which should indicate the deliverables, commissioning/ completion certificates and the scope of relevant assignments.	Anx-5

S. No.	List of Documents	Supporting documents	Annexed as
	Twelve Lacs Fifty Thousand).		
6.	The applicant must have a minimum strength of 10 service/network engineers on their rolls having minimum qualification of graduation with Diploma/Certification in Networking or equivalent with 2 years of relevant experience.	Letter, in Original, from Company HR including the details like Employee No., Employee Name, Designation, Date of Joining, Educational Qualifications, PF Number.	Anx-6
7.	The Applicant should have an average annual turnover from sale and installation of networking equipments of at least Rs. 1 Crores (Rupees One Crore Only) during each of the last three financial years (2009-10, 2010-11, and 2011-12).	Copies of audited balance sheets/ profit & loss accounts/ annual reports of last three financial years and CA Certificate.	Anx-7
8.	Applicant should have a positive net worth during the last three financial years (2009-10, 2010-11, and 2011-12).	CA Certificate.	Anx-8
9.	The Applicant should have a local support office or service support through authorized service provider at each NIELIT centre/extension centre within the zone for which he is applying.	Valid copy of Title Document/ Lease Deed dated before 01/01/2013.	Anx-9
10.	A firm is not eligible to participate in this project 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 Organizations are not allowed to participate in the bidding process.	Undertaking to this effect shall be submitted by the applicant on his letter head.	Anx-10

B) SCOPE OF EMPANELMENT

During empanelment period the Firm may be required to perform various standard tasks, which may include but not be limited to the following:

i. Supply of Network equipments

- Supplying all the products and equipments (including installation materials/accessories/consumables necessary for the installation of the systems) as specified in the Bill of Material & Technical specifications in the RFP at the designated locations. The entire hardware supplied under the project should be interoperable and IPv6 ready.
- Supplying all the products with genuine OEM license(s) under the name of NIELIT
- Providing comprehensive onsite warranty for all the supplied products/services.
- Laying of optical fiber, if required

ii. Installation, Integration, Testing and Commissioning

- The installation, integration and commissioning of the Local Area Network at other implementation locations including active and passive components.
- Obtaining installation completion and commissioning certificate (Sign-Off) for all Implementation locations.
- Obtaining all the statutory and regulatory approvals, if required, for the project implementation. However, NIELIT may facilitate the same and pay the requisite fee, as applicable, to the concerned authority.
- Preparation and submission of detailed PAT/ FAT/ UAT plans/ schedules/ procedures/ formats. After acceptance of PAT/ FAT/ UAT reports by NIELIT, the entire infrastructure (including network) would be deemed to have been commissioned. All the costs towards testing & commissioning to be borne by the private vendor/ player.

iii. Documentation

- Provide technical documentation with every unit of the equipment supplied. The language of the documentation should be in English. The technical documentation should include illustrated catalogues, reference manuals, technical manuals and operation manuals.

iv. Operations & Management/ Infrastructure Management

- It would include all the processes/ practice for ongoing operations and management and technical support of the deployed Network infrastructure.
 - Network Infrastructure Operations are responsible for the following: -
 - a stable, secure network infrastructure
 - a current, up to date operational documentation library ("ODL")
 - a log of all operational events
 - maintenance of operational monitoring and management tools
 - operational scripts
 - operational procedures
 - Network management processes describe those processes that directly relate to the networking equipment and software that is involved in providing networking services to government/ citizens. It would provide the day-to-day technical supervision of the deployed network infrastructure.
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CATEGORY-5: HARDWARE & PERIPHERALS

A) Eligibility Criteria

For empanelment with NIELIT, the participating firm must submit the following information along with attested copies of supporting documents, failing which the proposal shall not be considered for empanelment.

S. No.	List of Documents	Supporting documents	Annexed as
1.	Covering Letter + Application Form	On Applicant's Letter head	Anx-1
2.	The Applicant must be a Proprietorship Concern/Company registered under Indian Company Act, 1956/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/ Autonomous bodies or any other venture not covered above. Consortium of companies/firms etc. is not allowed to apply for empanelment.	Copy of the Certificate of Incorporation of the Company/ Firm's Registration Certificate.	Anx-2
3.	The Applicant should be an Original Equipment Manufacturer or its Authorized reseller/ distributor/ dealer anywhere in India for at least Three Years as on 31-Jan-2013.	Copy of the relevant authorization and Work Orders (any One) before January 2013.	Anx-3
4.	The Applicant must possess a valid: - i. VAT/ Sales Tax Registration Certificate along with the Sales Tax clearance certificate of the last year ii. Income Tax Registration/ PAN Number	Valid copy of all the mentioned/ required Certificates/Documents.	Anx-4
5.	The Applicant should have successfully completed, during last 3 years, at least ONE assignment of providing similar services i.e. sale of Hardware & Peripherals in India where the value of the assignment should be at least Rs. 25 Lacs (Rupees Twenty Five Lacs). OR The Applicant should have successfully completed, during last 3 years, at least TWO assignments of providing similar services i.e. sale of Hardware & Peripherals in India where the value of each assignment should be at least Rs. 12.50 Lacs (Rupees Twelve Lacs Fifty Thousand).	Copies of the customer purchase orders/ contracts which should indicate the deliverables, commissioning/ completion certificates and the scope of relevant assignments.	Anx-5
6.	The applicant must have a minimum strength of 10	Letter, in Original, from	Anx-6

S. No.	List of Documents	Supporting documents	Annexed as
	service engineers on their rolls having minimum qualification of graduation with Diploma/Certification in Networking/Hardware maintenance or equivalent with 2 years of relevant experience.	Company HR including the details like Employee No., Employee Name, Designation, Date of Joining, Educational Qualifications, PF Number.	
7.	The Applicant should have an average annual turnover from Hardware Sales of at least Rs. 1 Crores (Rupees one Crores Only) during each of the last three financial years (2009-10, 2010-11, and 2011-12).	Copies of audited balance sheets/ profit & loss accounts/ annual reports of last three financial years and CA Certificate.	Anx-7
8.	Applicant should have a positive net worth during the last three financial years (2009-10, 2010-11, and 2011-12).	CA Certificate.	Anx-8
9.	The Applicant should have a local support office or service support through authorized service provider at each NIELIT centre/extension centre within the zone for which he is applying.	Valid copy of Title Document/ Lease Deed dated before 01/01/2013.	Anx-9
10.	A firm is not eligible to participate in this project 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 Organizations are not allowed to participate in the bidding process.	Undertaking to this effect shall be submitted by the applicant on his letter head.	Anx-10
11.	The supplier should be able to provide Excise Gate Pass in favour of NIELIT Centres, (if applicable for excisable goods) along with delivery challan of goods to avail Service Tax benefit by the purchaser.	Undertaking to this effect shall be submitted by the applicant on his letter head.	Anx-11

B) SCOPE OF EMPANELMENT

During empanelment period the Firm may be required to perform various standard tasks, which may include but not be limited to the following:

i. Supply of Hardware

- Supplying all the products and equipments (including installation materials/accessories/consumables necessary for the installation of the systems) as specified in the Bill of Material & Technical specifications as per RFP at the designated locations.
- Supplying all the products with genuine OEM license(s) under the name of NIELIT
- Providing comprehensive onsite warranty for all the supplied products/services.

ii. Installation, Integration, Testing and Commissioning

- The installation, integration and commissioning of the Servers and allied equipments at the specified NIELIT Centre/location as per the work order.
- The installation, integration and commissioning of PCs and allied items at all implementation locations
- Obtaining installation completion and commissioning certificate (Sign-Off) for all Implementation locations.
- Obtaining all the statutory and regulatory approvals, if required, for the project implementation. However, NIELIT may facilitate the same and pay the requisite fee, as applicable, to the concerned authority.
- Preparation and submission of detailed PAT/ FAT/ UAT plans/ schedules/ procedures/ formats. After acceptance of PAT/ FAT/ UAT reports by NIELIT, the entire infrastructure (including network) would be deemed to have been commissioned. All the costs towards testing & commissioning to be borne by the private vendor.

iii. Documentation

- Provide technical documentation with every unit of the equipment supplied. The language of the documentation should be in English. The technical documentation should include illustrated catalogues, reference manuals, technical manuals and operation manuals.

iv. Operations & Management/ Infrastructure Management

- It would include all the processes/ practice for requirements analysis, planning, design, deployment and ongoing operations management and technical support of deployed ICT infrastructure.
 - ICT Operations are responsible for the following: -
 - a stable, secure ICT infrastructure
 - a current, up to date operational documentation library ("ODL")
 - a log of all operational events
 - maintenance of operational monitoring and management tools
 - operational scripts
 - operational procedures
 - ICT management processes describe those processes that directly relate to the ICT equipment and software that is involved in providing ICT services to government/ citizens. It would provide the day-to-day technical supervision of the ICT infrastructure.
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CATEGORY-6: SYSTEM SOFTWARE – OFF THE SELF PRODUCTS

A) Eligibility Criteria

For empanelment with NIELIT, the participating firm must submit the following information along with attested copies of supporting documents, failing which the proposal shall not be considered for empanelment.

S. No.	List of Documents	Supporting documents	Annexed as
1.	Covering Letter + Application Form	On Applicant's Letter head	Anx-1
2.	The Applicant must be a Proprietorship Concern/Company registered under Indian Company Act, 1956/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/ Autonomous bodies or any other venture not covered above. Consortium of companies/firms etc. is not allowed to apply for empanelment.	Copy of the Certificate of Incorporation of the Company/ Firm's Registration Certificate.	Anx-2
3.	The Applicant should be an Original Equipment Manufacturer or its Authorized reseller/ distributor/ dealer anywhere in India for at least Three Years as on 31-Jan-2013.	Copy of the relevant authorization and Work Orders (any One) before January 2013.	Anx-3
4.	The Applicant must possess a valid: - i. VAT/ Sales Tax Registration Certificate along with the Sales Tax clearance certificate of the last year ii. Income Tax Registration/ PAN Number	Valid copy of all the mentioned/ required Certificates/Documents.	Anx-4
5.	The Applicant should have successfully completed, during last 3 years, at least ONE assignment of providing similar services i.e. sale of system software in India where the value of the assignment should be at least Rs. 10 Lacs (Rupees Ten Lacs). OR The Applicant should have successfully completed, during last 3 years, at least TWO assignments of providing similar services i.e. sale of system software in India where the value of each assignment should be at least Rs. 5 Lacs (Rupees Five Lacs).	Copies of the customer purchase orders/ contracts which should indicate the deliverables, commissioning/ completion certificates and the scope of relevant assignments.	Anx-5

S. No.	List of Documents	Supporting documents	Annexed as
6.	The applicant must have a minimum strength of 5 service engineers on their rolls having minimum qualification of B.E. or B.Tech (CS/IT)/ B.E. or B.Tech (Electronics & Communications)/ MCA/ DOEACC 'B' Level or equivalent with 2 years of relevant experience.	Letter, in Original, from Company HR including the details like Employee No., Employee Name, Designation, Date of Joining, Educational Qualifications, PF Number.	Anx-6
7.	The Applicant should have an average annual turnover from System Software Sale of at least Rs. 40 Lacs (Rupees Forty Lacs Only) during each of the last three financial years (2009-10, 2010-11, and 2011-12).	Copies of audited balance sheets/ profit & loss accounts/ annual reports of last three financial years and CA Certificate.	Anx-7
8.	Applicant should have a positive net worth during the last three financial years (2009-10, 2010-11, and 2011-12).	CA Certificate.	Anx-8
9.	The Bidder should have a local support office at each NIELIT centre/extension centre within the zone for which he is applying. If the bidder, at the time of bidding, does not have a local support office at each NIELIT centre/extension centre within the zone 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.	Address Proof of Local Office (Lease agreement or sale deed)/ Undertaking on letter head.	Anx-9
10.	A firm is not eligible to participate in this project 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 Organizations are not allowed to participate in the bidding process.	Undertaking to this effect shall be submitted by the applicant on his letter head.	Anx-10

B) SCOPE OF EMPANELMENT

During empanelment period the Firm may be required to perform various standard tasks, which may include but not be limited to the following:

i. Supply of System Software

- Supplying all the software with genuine OEM license(s) under the name of NIELIT as would be specified in the Bill of Material & Technical specifications in the RFP at the designated location.
- Providing comprehensive onsite warranty for all the supplied products/services.

ii. Installation, Integration, Testing and Commissioning

- The installation, integration and commissioning of Software products, upgrades, updates and support.

iii. Documentation

- Provide technical documentation with every unit of the software supplied. The language of the documentation should be in English. The technical documentation should include illustrated catalogues, reference manuals, technical manuals and operation manuals.
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CATEGORY-7: PRINTING & PUBLICATION WORK

A) Eligibility Criteria

For empanelment with NIELIT, the participating firm must submit the following information along with attested copies of supporting documents, failing which the proposal shall not be considered for empanelment.

S. No.	List of Documents	Supporting documents	Annexed as
1.	Covering Letter + Application Form	On Applicant's Letter head	Anx-1
2.	The Applicant must be a Proprietorship Concern/Company registered under Indian Company Act, 1956/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/ Autonomous bodies or any other venture not covered above. Consortium of companies/firms etc. is not allowed to apply for empanelment.	Copy of the Certificate of Incorporation of the Company/ Firm's Registration Certificate.	Anx-2
3.	The Applicant should be a Designing, Printing and Publication firm anywhere in India for at least Three Years as on 31-Jan-2013. Experience of providing similar services to an educational organisation(s) conducting examinations will be an added qualification.	Copy of the relevant Work Orders before January 2013.	Anx-3
4.	The Applicant must possess a valid: - i. VAT/ Sales Tax Registration Certificate along with the Sales Tax clearance certificate of the last year ii. Service Tax Registration Certificate iii. Income Tax Registration/ PAN Number	Valid copy of all the mentioned/ required Certificates/Documents.	Anx-4
5.	The Applicant should have successfully completed, during last 3 years, at least ONE assignment of providing similar services i.e. Designing, Printing and Publication work in India where the value of the assignment should be at least Rs. 10 Lacs (Rupees Ten Lacs). OR The Applicant should have successfully completed, during last 3 years, at least TWO assignments of	Copies of the customer purchase orders/ contracts which should indicate the deliverables, commissioning/ completion certificates and the scope of relevant assignments.	Anx-5

S. No.	List of Documents	Supporting documents	Annexed as
	providing similar services i.e. Designing, Printing and Publication work in India where the value of each assignment should be at least Rs. 5 Lacs (Rupees Five Lacs).		
6.	The applicant must have a minimum strength of 3 Designer on their rolls having sufficient qualification and experience.	Letter, in Original, from Company HR including the details like Employee No., Employee Name, Designation, Date of Joining, Educational Qualifications, PF Number.	Anx-6
7.	The Applicant should have an average annual turnover from Designing, Printing and Publication work of at least Rs. 30 Lacs (Rupees Thirty Lacs Only) during each of the last three financial years (2009-10, 2010-11, and 2011-12).	Copies of audited balance sheets/ profit & loss accounts/ annual reports of last three financial years and CA Certificate.	Anx-7
8.	Applicant should have a positive net worth during the last three financial years (2009-10, 2010-11, and 2011-12).	CA Certificate.	Anx-8
9.	The Bidder should have a local support office at each NIELIT centre/extension centre within the zone for which he is applying. If the bidder, at the time of bidding, does not have a local support office at each NIELIT centre/extension centre within the zone 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.	Valid copy of Title Document/ Lease Deed dated before 01/01/2013.	Anx-9
10.	The Firm should own the required legal software for designing & printing. It should also have printing infrastructure for Screen Printing as well as for Offset Printing (List of each to be enclosed).	Submit an undertaking on firm letterhead	Anx-10
11.	A firm is not eligible to participate in this project while under sanction by NIELIT, whether such sanction was directly imposed by NIELIT, or imposed by NIELIT	Undertaking to this effect shall be submitted by the applicant on his letter head.	Anx-11

S. No.	List of Documents	Supporting documents	Annexed as
	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 Organizations are not allowed to participate in the bidding process.		
12.	The firm should either have designing facilities at their own or should have firm tie-up with a designing firm of repute.	Undertaking to this effect shall be submitted by the applicant on his letter head.	Anx-12

B) SCOPE OF EMPANELMENT

The Firm would be required to perform various standard tasks, which may include but not be limited to the following:

- Designing of booklets, Documents, advertisement material, display material etc for NIELIT Centre/Extension Centre as per the requirement.
- Printing and Publication work for NIELIT or user department as per the requirement.

CATEGORY-8: FACILITY MANAGEMENT SERVICES

A) Eligibility Criteria

For empanelment with NIELIT, the participating firm must submit the following information along with attested copies of supporting documents, failing which the proposal shall not be considered for empanelment.

SN	List of Documents	Supporting documents	Annexed as
1.	Covering Letter + Application Form	On Applicant's Letter head	Anx-1
2.	The Applicant must be a Proprietorship Concern/Company registered under Indian Company Act, 1956/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/ Autonomous bodies or any other venture not covered above. Consortium of companies/firms etc. is not allowed to apply for empanelment.	Copy of the Certificate of Incorporation of the Company/ Firm's Registration Certificate.	Anx-2
3.	The Applicant should be an IT FMS Provider anywhere in India for at least Three Years as on 31-Jan-2013. Experience of the vendor for providing similar services to government/PSUs/Autonomous Societies will be an added qualification.	Copy of the relevant Work Order (any One) on or before January 2013.	Anx-3
4.	The Applicant Organization must possess a valid: - i. Service Tax Registration Certificate ii. Income Tax Registration/ PAN Number iii. PF Registration Certificates iv. ESI Registration Certificates if applicable v. Registration with concerned Government agency if applicable vi. Declaration of complying related labour laws if applicable. vii. Any other certificate / enrolment as may be required for the similar type of services	Valid copy of all the mentioned/ required Certificates/Documents.	Anx-4
5.	The Applicant must possess a valid ISO 9001:2008 (For Quality Management System) or higher certification.	Valid copy of mentioned/ required Certificate(s).	Anx-5
6.	The Applicant should have successfully completed, during last 3 years, at least ONE assignment of	Copies of the customer purchase orders/ contracts which should	Anx-6

SN	List of Documents	Supporting documents	Annexed as
	<p>providing similar services i.e. IT FMS in India where the value of the assignment should be at least Rs. 25 Lacs (Rupees Twenty Five Lacs).</p> <p>OR</p> <p>The Applicant should have successfully completed, during last 3 years, at least TWO assignments of providing similar services i.e. IT FMS in India where the value of each assignment should be at least Rs. 12.50 Lacs (Rupees Twelve Lac Fifty Thousand).</p>	<p>indicate the deliverables, commissioning/ completion certificates and the scope of relevant assignments.</p>	
7.	<p>The applicant must have a minimum strength of 1 account professional, 2 admin professionals, 2 supervisor/field officers, 1 legal adviser and 3 professional having engineering background, and with 2 years of relevant experience.</p>	<p>Letter, in Original, from Company HR including the details like Employee No., Employee Name, Designation, Date of Joining, Educational Qualifications, PF Number.</p>	Anx-7
8.	<p>The Applicant should have an average annual turnover from IT FMS of at least Rs. 1 Crores (Rupees one Crore Only) during each of the last three financial years (2009-10, 2010-11, and 2011-12).</p>	<p>Copies of audited balance sheets/ profit & loss accounts/ annual reports of last three financial years and CA Certificate.</p>	Anx-8
9.	<p>Applicant should have a positive net worth during the last three financial years (2009-10, 2010-11, and 2011-12).</p>	<p>CA Certificate.</p>	Anx-9
10.	<p>The Bidder should have a local support office at each NIELIT centre/extension centre within the zone for which he is applying. If the bidder, at the time of bidding, does not have a local support office at each NIELIT centre/extension centre within the zone 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.</p>	<p>Address Proof of Local Office (Lease agreement or sale deed)/ Undertaking on letter head.</p>	Anx-10
11.	<p>A firm is not eligible to participate in this project while under sanction by NIELIT, whether such</p>	<p>Undertaking to this effect shall be submitted by the applicant on</p>	Anx-11

SN	List of Documents	Supporting documents	Annexed as
	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 Organizations are not allowed to participate in the bidding process.	his letter head.	

B) Scope of Work/ Empanelment

During empanelment period the Firm may be required to deploy sufficient/ required resources to perform various standard tasks, which may include but not be limited to the following: -

a) Desktop management services

- ✓ Facility management services for Desktops/ PCs shall be provided by the vendor and shall include the following along with all other actions which are necessary for optimum utilization/ uptime of the PCs.
- ✓ Maintaining and installing OS, desktop/ client OA software etc, as and when required and provide services, such as relocation of PCs, or adding or removing accessories attachment or other devices/ peripherals.
- ✓ Maintaining record of all new machines installed and movement of machines within site, changes and configuration of machines.
- ✓ Performing any install, move, adds or change (IMAC) required at client level.
- ✓ Configuring of print server and resolving all printing problems of users.
- ✓ Installing/ Configuring Device Driver software on Desktops.
- ✓ Configuration/ reconfiguration of client machines to ensure optimum network connectivity and applications/ service availability to all users.
- ✓ Installing, reloading, reconfiguring of any desktop/ office automation software-mail clients, browsers, applications, clients of any application etc., as and when required.
- ✓ Re-establishing the network connectivity and application availability after any hardware/ software failure.
- ✓ In case of hard disk failure, retrieval of data & transfer to the new disk.
- ✓ Making its own arrangement to get all software bug fixes, patches, and upgrades from internet or the concerned software principals.
- ✓ Application of bug fixes, updates, upgrades.
- ✓ Educating the user about the do's and don'ts in a Desktop/ Peripheral operation.

- ✓ Ensure the compliance to software usage policy of DeitY which prevents any user from using the unauthorized, unlicensed software in DeitY.

b) Server management services

- ✓ To manage the server end-to-end, like server administration, fine tuning, hardware and software support and upkeep of the server.
- ✓ Handling of OS related issues, installation of OS upgrades and patches, re- installing OS, if required, periodic system performance tuning, monitoring server usage statistics, network OS support, and start-up and shut down of servers. Addition, deletion, re- configuration of devices, additional users and printers and housekeeping of servers such as disk space usage, files and folders, permissions, users login on network and e-mail systems etc. Implementing security on servers on all levels as per guidelines provided by DeitY/ NIELIT.

c) Preventive & Corrective maintenance

- ✓ Physical inspection, checking & cleaning-up of all the hardware deployed under the project and as covered under the contract.
- ✓ Proper Surface cleaning of all IT assets, individual components, keyboard & mouse etc.
- ✓ Checking of all network points for proper connection, power condition etc.
- ✓ Checking & testing of UPS batteries and submit the status of batteries.
- ✓ Checking up of printers for paper dust and smooth operation & cleaning of printer head.

d) Asset management services

- ✓ To record the entire asset in a database and to manage the assets deployed under the project, like ensuring the back-to-back support for all the Hardware and Software. Timely renewal of all the licenses and the software subscription are timely renewed etc.
- ✓ It will cover all the IT equipments at the project location like Servers, Desktops, Printers, networking equipment, UPS, any other IT equipment/ device etc.,

e) Configuration management services

Computer hardware configuration management provides direct control over information technology (IT) assets and improves the ability of the service provider to deliver quality IT services in an economical and effective manner. Configuration management should work closely with change management. All components of the IT infrastructure should be registered in the configuration management database (CMDB). The responsibilities of configuration management with regard to the CMDB are: -

- ✓ identification
- ✓ control
- ✓ status accounting
- ✓ verification

The scope of configuration management is assumed to include: -

- ✓ physical client and server hardware products and versions
 - ✓ operating system software products and versions
 - ✓ application development software products and versions
 - ✓ technical architecture product sets and versions as they are defined and introduced
 - ✓ live documentation
 - ✓ networking products and versions
 - ✓ live application products and versions
 - ✓ definitions of packages of software releases
 - ✓ definitions of hardware base configurations
 - ✓ configuration item standards and definitions
- f) Vendor management services
- ✓ Maintaining database of the various vendors and service providers, including vendors for hardware under warranty, service providers for leased lines etc. with details like contact person, telephone numbers, escalation matrix, response time and resolution time commitments etc.
 - ✓ Coordinate with external vendors for the upkeep of the entire IT infrastructure deployed under the project.
 - ✓ Logging calls with vendors and service providers.
 - ✓ Coordinating with the vendors and service providers to get the problems resolved.
 - ✓ Escalating problems, if required.
 - ✓ Keeping track of the hardware and software maintenance contracts entered into by GoR, with various vendors.
 - ✓ Analyzing the performance of the different vendor's vis-à-vis their maintenance contract.
- g) Helpdesk management
- ✓ Establishing a dedicated help desk service which shall be a single point of contact for the project end-users for logging calls.
 - ✓ The Helpdesk management services shall undertake the following responsibilities: -
 - To Co-ordinate for fulfillment of users requests
 - To develop good working relationship with users
 - The helpdesk Analyst to have excellent Communication and Presentation skills
 - Reasonable Managerial skills to co-ordinate with respective agencies
 - Good working knowledge of Microsoft/Red Hat products and their installation, configuration and trouble shooting, virus prevention and cure in Desktops and Servers
- h) Virus and spam management
- ✓ To provide an effective control mechanism for virus control on the network, Desktops/ Laptops and Servers with automated online anti-virus signature update facility.
 - ✓ Regular updating of antivirus signatures etc. on all the desktops/ servers.
 - ✓ Ensuring that entire network, servers & desktops remain virus/ worm free.
-

i) Network management services

- ✓ Network management services along with any other activity required to be done, for optimum utilization of the Networks and ensuring the availability of applications.
- ✓ Daily monitoring of LAN & WAN or manual testing, troubleshooting and reporting the status to the project in-charge at the location.
- ✓ Configuration/ Reconfiguration of routers, modems, switches, etc. for network connectivity, as and when required to maintain the network uptime.
- ✓ Maintain an updated and approved LAN/ WAN network diagrams with relevant details.
- ✓ Provide services for link/ devices augmentation/ deletion, relocation/ connection/ disconnection etc., as and when required.
- ✓ Protocol migration to any other protocol, as and when required. Protocol configuration on any new router/ switch as per existing routing protocol.
- ✓ Maintain and update IP address list & optimum management of IP addresses through DHCP/ Static entry, whichever is suitable depending upon GoR's requirement. The vendor should understand the existing IP addressing scheme and allocate the IP addresses for a new LAN segment, as per scheme.
- ✓ Designing Network management policies and procedures in consultation with DeitY/ NIELIT.
- ✓ Regular maintenance activity for the network as per the predefined frequency/ schedule.

j) Backup & Recovery management services

- ✓ Customizing and deploying backup management forms, procedures and reports for Desktop/ Servers deployed under the project.
- ✓ Backup server installation and configurations, media planning, disaster recovery model.
- ✓ Create and maintain user account management, volume of user data, strategies and its periodic cycles, critical data, server's configuration settings etc.
- ✓ Perform regular backup operation as per strategy, schedule defined and optimizing backup operations in tuning strategies.
- ✓ Management of media; proper labeling, and housing for immediate identification and retrieval.
- ✓ Backup audits; scheduled restoration drill for the backup validity and backup operation consistency
- ✓ Maintaining log sheets for the backups
- ✓ Reports; Analytical, graphical, MIS

k) Data-entry/ Data Processing/ Data Conversion/ Scanning/ Digitization services etc.l) Hiring of Skilled Manpower for Projects

- ✓ To deploy Technical as well as non-Technical skilled manpower to perform various standard tasks as required from time to time.
 - ✓ All the deployed manpower should be on the roles of the bidder.
 - ✓ Supply of Technical manpower having verified credentials for but not limited to data centre operations, network support engineers, Hardware maintenance engineers, IT support engineers,
-

Data Entry & Processing work, Programmers, Systems Analyst, Accounts/Administrative Assistants.

- ✓ Supply of non-Technical manpower having verified credentials for but not limited to pantry operations, security guards, peons, drivers, sweepers.
 - ✓ Exact nomenclature, educational qualification, experience, remuneration etc will be indicated when the rates for supply of manpower are called for by the respective NIELIT Centres.
 - ✓ Deployed staff shall understand existing work and assist in day to day operations.
 - ✓ The deployed manpower shall submit the resignation letter directly to Applicant organization under intimation to NIELIT who will provide the No Dues / Clearance Certificate to the employee.
 - ✓ Constant monitoring of performance of the deployed manpower and further extension of contract on the basis of their performance and requirement of the respective NIELIT Centre.
 - ✓ The deployed manpower will avail holidays and per holidays of the concerned department. They can avail a maximum of one day casual leave during a month or 12 casual leave annually, only after prior sanction of the competent authority.
 - ✓ The working hours for deployed manpower shall be from 09:00 AM to 5:30 PM and the working days shall be from Monday to Friday. They may also be deployed in shift duties of similar duration. They may also be deployed on Saturdays/Sundays/Holidays depending on the exigencies of work.
 - ✓ In case of conduct of any deployed manpower is found unbecoming besides initiating action, as deemed fit, he would be relieved immediately from NIELIT.
 - ✓ If the performance of the deployed manpower is not found satisfactory, NIELIT can ask for a suitable replacement.
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CATEGORY-9: EVENT MANAGEMENT SERVICES

A) Eligibility Criteria

For empanelment with NIELIT, the participating firm must submit the following information along with attested copies of supporting documents, failing which the proposal shall not be considered for empanelment.

S. No.	List of Documents	Supporting documents	Annexed as
1.	Covering Letter + Application Form	On Applicant's Letter head	Anx-1
2.	The Applicant must be a Proprietorship Concern/Company registered under Indian Company Act, 1956/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/ Autonomous bodies or any other venture not covered above. Consortium of companies/firms etc. is not allowed to apply for empanelment.	Copy of the Certificate of Incorporation of the Company/ Firm's Registration Certificate.	Anx-2
3.	The Applicant should be an Event Management firm anywhere in India for at least Three Years as on 31-Jan-2013.	Copy of the relevant Work Orders before January 2013.	Anx-3
4.	The Applicant must possess a valid: - ii. Service Tax Registration Certificate ii. Income Tax Registration/ PAN Number	Valid copy of all the mentioned/ required Certificates/Documents.	Anx-4
5.	The Applicant should have successfully completed, during last 3 years, at least ONE assignment of providing similar services i.e. Event Management Services in India where the value of the assignment should be at least Rs. 10 Lacs (Rupees Ten Lacs). OR The Applicant should have successfully completed, during last 3 years, at least TWO assignments of providing similar services i.e. Event Management Services in India where the value of each assignment should be at least Rs. 5 Lacs (Rupees Five Lacs).	Copies of the customer purchase orders/ contracts which should indicate the deliverables, commissioning/ completion certificates and the scope of relevant assignments.	Anx-5
6.	The applicant must have a minimum strength of 5 Event Managers having atleast 2 years of relevant experience with specialization in each subject of event management and successfully carried out events of government organizations/organizations of repute.	Letter, in Original, from Company HR including the details like Employee No., Employee Name, Designation, Date of Joining, Educational	Anx-6

S. No.	List of Documents	Supporting documents	Annexed as
		Qualifications, PF Number.	
7.	The Applicant should have an average annual turnover of at least Rs. 40 Lacs (Rupees Forty Lacs Only) from Event Management Services during each of the last three financial years (2009-10, 2010-11, and 2011-12).	Copies of audited balance sheets/ profit & loss accounts/ annual reports of last three financial years and CA Certificate.	Anx-7
8.	Applicant should have a positive net worth during the last three financial years (2009-10, 2010-11, and 2011-12).	CA Certificate.	Anx-8
9.	The Bidder should have a local support office at each NIELIT centre/extension centre within the zone for which he is applying. If the bidder, at the time of bidding, does not have a local support office at each NIELIT centre/extension centre within the zone 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.	Address Proof of Local Office (Lease agreement or sale deed)/ Undertaking on letter head.	Anx-9
10.	The Firm should own the minimum required Infrastructure (Projectors – 5 Nos., LCD Panels-5 Nos., Laptop & Desktop-10 Nos., Printers-5 Nos., Audio & Video System-5 Nos., Arrangement like Furniture, Vinyl Printing, printing & publishing, display board, advertisement material, refreshment & catering arrangement, stall preparation arrangements etc) (Bill of purchase to be enclosed).	submit an undertaking on firm letterhead	Anx-10
11.	A firm is not eligible to participate in this project 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 Organizations are not allowed to participate in the bidding process.	Undertaking to this effect shall be submitted by the applicant on his letter head.	Anx-11

B) SCOPE OF EMPANELMENT

The firm shall be responsible for organizing and managing events from conception stage to completion stage ensuring that everything runs smoothly and in full compliance with the government directions and regulations. The firm will manage the ceremony, including dais management, background management, support staff, catering, sanitation, emergency provisions, lights and sound fixtures along with the entire set of equipment, decoration, complete venue preparation, etc. In general the empanelled Firm may be required to perform various standard tasks, which may include but not be limited to the following

1. The firm shall be responsible for signage design before the event and also for removal of signage after the event.

- Backdrop Boards at the Hall
- Welcome hoarding at main entry gate
- Direction panel
- Podium Boards
- Seating arrangement board
- Name plates etc.
- Preparation of speeches.

2. Dais Management

- Inaugural lamp
- Audio, computer and video arrangements for presentations and speeches.
- Power arrangements including backup power.
- Furniture-tables/chairs, floral arrangement, elegant flower arrangements and
- Beautification of plaque area with florals, flags, etc.
- Mementos for dignitaries.

3. Hospitality

- Arrangement of specialized manpower like anchor and supporting staff and for providing refreshment & catering for a specific event.
 - Drinking water at pavilion- Dispenses with disposable glasses.
 - Purchase of consumables.
 - Providing of temporary manpower like bearers, waiters, anchors, hosts and technicians, security, cleaning personnel, etc.
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4. Promotion and publicity of the event

- Including hoardings, print and electronic ads, souvenirs, brochures, kit bags, stationary items, and other publicity and incidental materials.
- Arrangement of vinyl printing, printing & publishing, display board, advertisement material etc.
- Printing and issuing invitation cards.
- Photography, video-graphy etc.
- Procure, package and distribute the participant's kits, gifts & souvenirs (if any). The cost and quantity of participant's kits would be intimated prior to specific Event/s.
- Preparation of Press Releases, Invitation to members of the Press including liaison and hospitality.

5. Other services

The firm will also suggest/ provide any other services as needed and incidental to the successful organization of the functions/ events/conference in consultation with NIELIT. It may have to make arrangement of various infrastructure like Projectors, LCD Panels, Laptop & Desktop, Printers, Scanners, Audio & Video System and any other as per requirement on rental basis for an specific event.

Section 6: Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
 - c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract/relevant laws.
 - d) “Day” means calendar day.
 - e) “Delivery” means the transfer of the Goods/final execution of service from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
 - f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier may be required to supply to the Purchaser under the Contract.
 - h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the bidding document.
 - i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
 - j) “Subcontractor” means any neutral person, private or government entity, or a combination of the above, including its legal successors or permitted assignee, to which execution of full or any part of the Goods to be supplied or Related Services is assigned by the Supplier.
 - k) “Supplier” means the neutral person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assignee of the Supplier.
 - l) “The Site,” where applicable, means the place named in the bidding document.
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Section 7: GENERAL TERMS FOR EMPANELMENT

1. The Empanelment Authority is MD, NIELIT. The address of Empanelment Authority is:

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

2. Interested Firms should submit separate Application Forms for each category of WORKS/SERVICES in a sealed envelope along with the requisite documents as specified in **“Eligibility Criteria” of each category of WORKS/SERVICES in this RFP** along with a DD/BC of requisite amount (Application Forms Fees of Rs. 1000/- + Empanelment Fees of Rs. 5,000/- * Number of Applied Zones) through drawn on any commercial bank **in favor of NIELIT, payable at New Delhi** either personally or through post to the Empanelment Authority.
3. A firm which fulfils the minimum eligibility criteria prescribed for the concerned category will only be considered for empanelment.
4. All the application forms that are deposited in the respective category of WORKS/SERVICES per zone will be scrutinized on the basis of documents and information furnished by applicant along with the application form. NIELIT may obtain clarifications wherever required. On the basis of scrutiny of received applications, offers of those applicants who will fulfill the pre - qualification criteria and other conditions as stated in this document would be shortlisted for the empanelment.
5. **Validity:** Empanelment of each vendor shall be valid for a period of one year from the date of the Empanelment, which can be extended further on mutual terms. The empanelment firm shall have to apply for renewal of the Empanelment with fresh documents and renewal fee of (Rs. 3000/- * Number of Applied Zones) for each category of WORKS/SERVICES. On examination of the documents and performance during the past period of Empanelment a decision will be taken on renewal by the MD, NIELIT.
6. The empanelled firms during the period of their Empanelment will be requested to submit Financial Bids or respond to Request for Proposals (RFP) whenever any requirement of goods and/ or services for estimated cost upto Rs. 25 lacs (on each occasion) occur in the category of their Empanelment vis-à-vis zone for empanelment. A Firm meeting the criteria fixed for technical and financial evaluation of bids and bidding lowest price may generally become eligible for order. However the placement of order shall be at the sole discretion of the management of NIELIT and NIELIT may reject any offer without assigning any reason.
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7. The allocation of order, quantity, etc. will be at the sole discretion of the Purchasing Authority of respective NIELIT Centre.
8. The scope of work mentioned in the respective categories is indicative and not exhaustive. The actual scope of work will be defined on case to case basis for participating in Request for Proposals/ Financial Bids which would be invited for supply of goods and/ or services related to Information Technology.
9. **Review of list of empanelled Firms :** The list of empanelled Firms will be reviewed by NIELIT from time to time during the period of Empanelment with regard to –
 - a. Adhering to time schedule for completion of job.
 - b. Quality of service.
 - c. Adherence to terms and conditions of Purchase/Work Order.
 - d. General Conduct of the firm.
 - e. Quality of supplied goods and maintenance of goods and services during warranty and AMC.

Note: Firms who default on above points may be disqualified either for a limited period or on a permanent basis depending upon gravity of default on case-to-case basis in addition to imposing such liquidated damages as may be permissible under bid/tender conditions.
10. **Right to deny Empanelment:** NIELIT will have the right to deny Empanelment to any one or all firms if in the view of NIELIT; Empanelment of such firm's(s) may not be in the interest of NIELIT.
11. During the empanelment period, if a firm fails to execute the supply/work orders assigned in satisfactory manner, then the empanelment may be terminated summarily by Managing Director, NIELIT.

Note: Firms should read these conditions carefully and sign and comply strictly while sending their applications. All the conditions mentioned in this chapter shall be used, wherever applicable, during the evaluation of the empanelment applications and later, when the RFP/ RFQ are issued to an empanelled firm.

Section 8: GENERAL CONDITIONS OF THE BID

1) Income Tax, VAT/ Service Tax Registration and Clearance Certificate

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 submit the bid. The VAT and Service Tax Registration Numbers should be quoted.

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) Interpretation

- a) If the context so requires it, singular means plural and vice versa.
 - b) **Commercial Terms:** The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by commercial terms. All the terms shall be governed by the rules prescribed in the current edition of commercial terms, published by the Indian Chamber of Commerce at the date of the Invitation for Bids or as specified in the bidding document.
 - c) **Entire Agreement:** The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
 - d) **Amendment:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by duly authorized representatives of each party thereto.
 - e) **No waiver:** Subject to the conditions (f) and (g) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
 - f) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
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- g) The contract shall be governed by the provisions of GFRs and instructions issued by various government organizations (e.g. but not limited to Ministry of Finance, CVC etc.) having jurisdiction to issue orders/instructions of procurement related matters. In case the provisions of Contract/Agreement/this Document are at variance with the Orders/Instructions issued by such government organizations. The Orders/Instructions will prevail.
- h) **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/ Bidder and the Purchaser, shall be written in English and/or Hindi languages 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 and authenticated 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 Supplier/ Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5) 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 signatures. Faxes/emails shall be followed by written signed letter.
- b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

6) Governing Law

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

7) Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the Goods and Related Services to be supplied shall be as specified in Scope of Work section of the bidding document and/ or as per the award letter/contract.
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- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

8) Delivery & Installation

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document and/ or as per the award letter/contract. The details of supply/ shipping and other documents to be furnished by the Supplier are specified in the bidding document and/ or contract.
- b) The Contract for the supply can be repudiated at any time by Purchase Officer of respective NIELIT Centre/Extension Centre, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in purchase order.
- d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The supplier shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

9) Supplier's/ Bidder's Responsibilities

The Supplier/ Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/or award letter/contract.

10) Purchaser's Responsibilities

- a) Whenever the supply of goods and related services requires that the Supplier/ Bidder obtain permits, approvals, and import and other licenses from various public authorities, the Purchaser shall, if so required by the Supplier/ Bidder, make its best effort to assist the Supplier/ Bidder in complying with such requirements in a timely and expeditious manner though the responsibility for obtaining such clearances would be of supplier/Bidder.
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- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general conditions of the contract.

11) Contract Price

- a) The Contract Price shall be paid as specified in the work/contract award letter subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

12) Terms of Payment

- a) The Supplier's/ Bidder's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the awarded Contract.
- b) Payments shall be made promptly by the Purchaser as per the quoted rates and after submission of an invoice (in triplicate) for payment by the Supplier/ Bidder accompanied by proof of delivery, successful installations and satisfactory performance (i.e. delivery challan and appropriate certificates duly signed by representative of purchaser) and also the performance security. However, any delay in payments will not entitle the contractor for any compensation or interest or form ground for extension in delivery period without Liquidated Damages (LD).
- c) The currency or currencies in which payments shall be made to the Supplier under this Contract shall be Indian Rupees (INR) only.
- d) All remittance charges will be borne by the bidder.
- e) The payment shall be made by the purchaser only after the suppliers/contractors have delivered the goods or services in full quantities ordered and obtained a certificate of successful installation and satisfactory performance from each user. However, in exceptional cases (e.g. the supply is to be made over a long period of time and the goods ordered has been partially supplied and installed or after partial fulfillment of the purchaser's order, the supplier is asked to delay remaining supplies or the installation is delayed due to non-readiness of the site etc.) the purchaser may make part payments.
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- f) Payment in case of those goods/ products which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- g) No advance payments will be made to any firm.

13) Recoveries from Suppliers/ Bidders

- a) Recovery of liquidated damages/ deductions for delay, short supply, breakage, rejected articles/ products shall be made from bills and/or on first available opportunity.
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles/ products unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from any other dues of the supplier and performance security deposit submitted by the supplier.
- c) The balance, if any, shall be demanded from the Supplier/ Bidder and non-compliance of such demand shall be treated as breach of contract.

14) Taxes & Duties

- a) All Central/State Govt. /Local Body Levies 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.
- b) For goods/ products supplied from outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods/ products supplied from within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall provide appropriate help (e.g. bonafide documents etc.) to enable the Supplier to get the benefit from such exemption/privileges to the maximum allowable extent.

15) Earnest Money Deposit (EMD)

- a) The EMD will be 5% of tender cost. The Bidders will be required to submit the EMD when a financial bid will be called from empanelled firm.
- b) The EMD will be submitted through a Demand Draft (DD)/Banker Cheque (BC) drawn on any commercial bank in favour of NIELIT Centre, payable at respective centre.

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 bidder fails to comply with any of the provisions of the terms and conditions of the bid specification;
- If the selected bidder fails to execute agreement in prescribed format and furnish the bank guarantee within the prescribed time.

Refund of EMD

- EMD shall be refunded to the selected bidder, only after signing of the contract or may be extended as a BG for contract, furnishing of performance guarantee by way of Bank Guarantee as per section Performance Guarantee of the tender document.
- EMD of unsuccessful bidders will be refunded, without any interest, after the tender finalization or expiry of the tender validity, whichever is earlier, by Cheque after intimating them about the rejection of their tender bid.

16) Performance Security Deposit

- a) In case of successful Supplier/ Bidder, the Earnest Money will be adjusted in arriving at the amount of the Performance Security Deposit.
 - b) The Supplier/ Bidder shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security deposit for the due performance of the Contract in the amounts and currencies specified in the contract.
 - c) The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost) resulting from the Supplier's/ Bidder's failure to comply with its obligations under the Contract.
 - d) Form of Performance Security deposit: Security Deposit in the form of cash will not be accepted. It would be for an amount of five to ten percent of the value of the awarded contract. 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 Centre that is awarding the contract, payable at respective centre.
 - e) EMD will be refunded to the successful bidder on receipt of Performance Security.
 - f) Refund of Performance Security deposit: The Performance Security deposit shall be refunded after two months of the expiry of guarantee/ warranty period where there is condition of guarantee/ warranty and in case of turnkey projects and facility management service and consultancy contracts after two months of expiry of the term of the contract.
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- g) Forfeiture of Performance Security deposit: Performance Security deposit shall be forfeited/invoked in the following cases: -
- i. When any terms and condition of the contract is breached.
 - ii. When the Supplier/ Bidder fails to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/ work order.
 - iii. When the equipments supplied does not perform to the purchaser's expectation and the supplier does not or is not able to set right the equipment or in case of services, the supplier/contractor fails to fulfill its obligation under the contract.
- h) No interest will be paid by NIELIT on the amount of earnest money and performance security deposit.
- i) Proper notice will be given to the Supplier/ Bidder with reasonable time before earnest money/ performance security deposit is forfeited.
- j) 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 Supplier/ Bidder such as severing future business relation or black listing, etc, as may be deemed fit.

17) Copyright

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

18) Confidential Information

- a) The Purchaser and the Supplier/ 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 Supplier/ Bidder may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier.
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- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Bidder for any purposes not related to the Contract. Similarly, the Supplier/ 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.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - i. the Supplier need to share with the NIELIT or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) 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.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

19) Sub-contracting

- a) Unless otherwise specified in the Contract, the bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchasing Authority.
- b) If permitted, the bidder shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontracts shall comply with the provisions of bidding document and/ or contract.

20) Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those
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specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding.

- b) Technical Specifications and Drawings
 - i. The Supplier/ Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

21) Inspection

- a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries/ product during manufacturing/ development process or afterwards as may be decided.
 - b) The supplier shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.
 - c) After successful inspection it will be supplier's responsibility to dispatch and install the equipment/ product at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the required specification.
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22) Testing charges

In case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the bidder.

23) Rejection

- a) Supplies not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of NIELIT's work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected supplies shall be removed by the bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the bidder's risk and on his account.

24) Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the Supplier/ Bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the conditions of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
 - b) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the specified period.
 - c) Delivery and installation/ completion period may be extended with or without liquidated damages if the delay in the supply of goods or service is on account of hindrances beyond the control of the bidder.
 - i. The supplier/ service provider shall request in writing to NIELIT giving reasons for extending the delivery period of service if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery.
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This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.

- ii. NIELIT shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and take appropriate decision on the period of extension which should be granted with or without liquidated damages.
 - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
 - a. When delay has occurred due to delay in supply of drawings, designs, plans, communication of approvals/acceptances etc. if the NIELIT was required to supply them to the supplier of goods or service provider as per terms of the contract.
 - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the NIELIT as per terms of the contract.
 - iv. If NIELIT agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall specifically mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
 - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
 - vi. If NIELIT accepts the goods and/ or services after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation/ completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the bidder has failed to supply or complete : -
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S.No.	Condition	LD %
a.	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	10.0 %

LD% - Liquidated damage in terms of percentage of the value of WORKS/SERVICES delayed.

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be ignored if it is less than half a day.
- ii. The value of stores and/ or services not received in prescribed time should be calculated carefully. The method of calculation for contracts which include multiple items of supply/ service in case individual value of each item is not taken in the tender should be generally given in the tender document and/ or the contract/ agreement. For example, in a contract to supply, install and commission the equipment, the equipment may be supplied in time but may not be commissioned in time. How the apportionment of the total value of the contract will be done into value of the supplied equipment and the value of installation and commissioning should be mentioned in the contract. If not mentioned specifically, the total cost of supply and commissioning should be taken for imposing damages.
- iii. For turnkey projects in which cost of individual items is not known also, some apportionment formula should be given in the contract. If not given, the total value of the turnkey project shall become the basis for imposing LD, if due.
- iv. Similarly, care needs to be taken in calculating the value of services not delivered in time in case of services of continuing nature, for example, FMS or providing services of consultants/ professionals. In such cases, the value of services for the period of delay can be taken as the value of services delayed. To illustrate this, if a consultant with a man month rate of Rs. 1 lakh per month is placed with a delay of two months, the value of services on which LD will be imposed as per table given above will be Rs. 2 Lakhs.
- v. The maximum amount of liquidated damages shall be 10% of contract price subject to above clauses.

25) Warranty

- a) The Supplier shall ensure that the Goods supplied is free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.
 - b) Unless otherwise specified in the bidding document and/ or contract, the comprehensive on-site warranty shall remain valid for a minimum period of one year after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Purchase/work order. The warranty on software media should be at least 90 days.
 - c) The bidder would give comprehensive onsite warranty/ guarantee that the goods/ stores/ articles including machinery and equipment would continue to conform to the description and quality as specified for the period as mentioned the clauses above from the date of delivery & installation of the said goods/ stores/ articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/ stores/ article, if during the aforesaid period, the said goods/ stores/ articles are found deficient or non-confirming to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/ stores/ articles or such portion thereof as may be found deficient/ non-conforming to the said description and quality, on such rejection the goods/ articles/ stores will be at the supplier's risk and all the provisions relating to rejection of goods etc., shall apply. The supplier shall if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the supplier shall pay such damages as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
 - d) The warranty of the supplies covered under one purchase order shall start from the date of last successful installation of the items covered under the PO or one month from the last due date of completion of installation, whichever is earlier. However, if delay of installation is more than a month's time due to the firm's own reasons, the warranty shall start from the date of last successful installation of the items covered under the PO. The firm, if facing any problem in installation, will immediately inform NIELIT in writing to resolve the issue.
 - e) The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
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- f) Upon receipt of such Notice, the Supplier shall, within the period specified, expeditiously repair or replace the defective supplies or parts thereof, at no cost to the Purchaser.
- g) If having been notified, the Supplier fails to remedy the defect within the period specified, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

26) Patent Indemnity

- a) The Supplier shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -

- i. the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- ii. the sale in any country of the products produced by using the Goods/materials purchased under the contract.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- b) If any proceedings are brought or any claim is made against the Purchaser out of the matters referred to above, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier shall at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
 - c) If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same to the cost of supplier.
 - d) The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
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27) Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

28) 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 Delhi or the city/region, 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 Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been 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”.

29) Force Majeure

- a) The Supplier shall not be liable for forfeiture of its Performance Security deposit, liquidated damages, or termination for default if and to the extent that it's 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 Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. 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, riots/law and order embargoes and freight embargoes.
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- c) If a Force Majeure situation arises, the contractor shall promptly notify the purchaser 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 the NIELIT, the NIELIT may take the case with the contractor on similar lines.

30) Change Orders and Contract Amendments

- a) The Purchaser may at any time order the Supplier/ Bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the Related Services to be provided by the Supplier.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's/ Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier/ Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's/ Bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the Supplier/ Bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier/ Bidder for similar services.

31) 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 deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by NIELIT; or
 - b. If the contractor fails to perform any obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the contractor, in the judgment of the Purchaser 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) will be forfeited.

b) Termination for Insolvency

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

c) Termination for Convenience

- i. NIELIT, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the contractor may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

32) Arbitration Clause

In the event of any disputes or differences relating to the interpretation and / or application of the provisions of this Agreement, (whether during the progress of the works or after their completion) the same shall be referred by either party for the Arbitration to one of the arbitrators in the Department of Public Enterprises to be appointed by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. Fee payable to the Arbitrator, to be shared

equally by the parties shall be as per the Rules of The Indian Council of Arbitration in force at the time of appointment of Arbitrator. Place of Arbitration shall be New Delhi.

33) Special Terms & Conditions

- a) Wherever applicable, the whole work will be conducted onshore through various technical staff including but not limited to resources posted at NIELIT/ designated project sites assisting NIELIT projects on product development, system design and training, etc.
- b) At the time of issuance of a work order, NIELIT may impose service level standards, which may be different for different projects.
- c) The exact scope of work, deliverables, milestones and timelines shall be mutually decided later at an appropriate time looking to the requirements of the project. However, the decision of the tendering authority, in this regard, shall be final and binding upon the firm.

34) Cancellation of Empanelment

The Empanelment of the selected firm may be cancelled forthwith in the circumstances as under:

- a) It is found that the information furnished in their bid/proposal for empanelment is false.
 - b) In case of poor performance such as abandoning of work, not properly completing the work, delay in completion of work, poor quality of work, financial failure/weakness etc.
 - c) In case canvassing in any form is resorted to by the firm.
 - d) If the applicant made misleading or false representation or deliberately suppressed the information in the application form and documents etc. or resorts to unfair methods in creating circumstances for the acceptance of his bid.
 - e) In case the firm is blacklisted and declared ineligible for reasons of corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body in future.
-

Annexure I

Letter of undertaking
(ON THE LETTER HEAD OF THE APPLICANT)

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: RFP for empanel of firms for various category of WORKS/SERVICES

Dear Sir,

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

We hereby certify that no terms and conditions have been stipulated by us in the submitted Bid. We warrant that services provided by us 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 this empanelment document and contract.

The above document is executed on ___/___/2013 at (place) _____ and we accept that if anything out of the information provided by us is found wrong our empanelment/ work order shall be liable for rejection.

Yours faithfully,

Signature:

Name:

Designation:

Place:

Date:

Annexure II**SELF-DECLARATION – NO BLACKLISTING**

To

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

In response to this RFP document pertaining to empanelment for different category of WORKS/SERVICES for various NIELIT Centers, 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/Autonomous Body.

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

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 empanelment if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure III**Format Power of Attorney**

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize Mr _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal in response to the RFP by NIELIT, including signing and submission of all the documents and providing information/responses to NIELIT in all the matter in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2013.

For _____.

(Signature)

(Name Designation and Address)

Accepted

Signature)

(Name Designation)

Date:

Business Address:

Annexure IV

REPRESENTATIVE AUTHORIZATION LETTER

Date : _____

Ref : _____

To

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

Dear Sir,

Ms. /Mr. _____ is hereby authorised to sign relevant documents on behalf of the agency for the RFPs **for empanelment of firm for the category** _____. She/He is also authorised to attend meetings & submit technical & financial information as may be required by you in the course of processing above said RFP.

Thanking you,

Authorised Signatory

Representative Signature

Company Seal

Annexure V**BANK GUARANTEE**

To

National Institute of Electronics & Information Technology
Electronics Niketan
6, CGO Complex,
New Delhi – 110 003

Sub: Performance Guarantee for supply of _____

Dear Sir,

This Deed of Guarantee executed by the _____ (Bank name) a Scheduled Bank within the meaning of the Reserve Bank of India Act, 1934 and carrying out banking business including guarantee business and having its head office at _____ (hereinafter referred to as 'the Bank') in favour of National Institute of Electronics and Information Technology, an autonomous body of Department of Information Technology, Ministry of Communication & Information Technology Government of India and having its Registered office at Electronics Niketan, 6, CGO Complex, New Delhi – 110003 for supply of _____ (name(s) _____ (Rupees _____) (Approx. ___% of _____), being the total value of the items purchased including all taxes) after supply and installation of the items towards performance warrantee of the item (s) Supplied.

This Guarantee is issued subject to the condition that the liability of the bank under this guarantee is limited to a maximum of ` _____ (Rupees _____ only) and the Guarantee Shall remain in force upto _____ (_____ year from the date of Issue of this Bank Guarantee and cannot to invoked, otherwise than by a written demand or claim under this guarantee served on the Bank on or before _____ by the NIELIT, New Delhi.

And whereas the bank _____ (name and address) has agreed to give on behalf of the Supplier a Guarantee:

Therefore, we hereby affirm that we unconditionally Guarantee and are responsible to you on behalf of the Supplier, upto a total amount of _____ (Rupees- _____ only) and we undertake to pay you, at the very first instance without any demur upon your demand without cavil or argument, any sum or sums as specified by you within or upto the limit of _____ (Rupees- _____) i.e. the amount of bank guarantee as aforesaid, without

your need to prove or to show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the Bank or supplier or beneficiary.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN

The bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked under any circumstances and/ or by a Notice or otherwise.

The Bank agrees that the amount hereby guaranteed shall be due and payable to NILEIT on serving us with a notice before expiry of Bank Guarantee requires the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery thereof to the Bank by registered post at the address of the Bank.

This guarantee shall remain in force up to _____ provided that if so desired by NIELIT, this guarantee shall be renewed at the instance of supplier or NIELIT for a further period as may be indicated by them on the same terms and conditions as contained therein.

Dated at This Day of

SEALED & SIGNED BY THE BANK

Note: for information

1. The guarantee should be furnished by a Nationalized Bank/Scheduled Bank, authorized by RBI to issue a Bank Guarantee.
 2. This bank guarantee should be furnished on stamp paper specified for the purpose.
 3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.
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Annexure VI
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 Rule No.	Rule Details	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.