



**National Institute of Electronics and Information Technology (NIELIT)
Chandigarh, Ropar Campus
Ministry of Electronics and IT (MeitY), Government of India**

**eTender Document For Repair and Recommissioning of
Existing Sewage Treatment Plant**

IMPORTANT NOTE

- 1) Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost. Bidders are advised to go through instructions regarding 'Online Bid Submission' on CPP Portal.
- 2) Bidders can access Tender documents on the website, fill them with all relevant information and submit the completed documents into electronic bids on the website <https://eprocure.gov.in/eprocure/app>.
- 3) Bid and supporting documents must be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.

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INVITATION FOR BIDS AND SCHEDULE

NIELIT Chandigarh (hereinafter called "The Purchaser") invites e-bids in the prescribed format to be submitted on Central Public Procurement Portal (CPP portal) from Eligible Bidders for Repair and Recommissioning of Existing Sewage Treatment Plant at Ropar Campus. The schedule is as under:

S.N.	Particulars	Details
1.	Name and Address of Purchaser	National Institute of Electronics and Information Technology (NIELIT), Chandigarh Permanent Campus: Birla Farms, Bada Phull, Rupnagar - 140001
2.	Estimated Tender Value	5 lakhs
3.	Tender Document Fee	Nil
4.	Earnest Money Deposit (EMD)	₹ 15000/- (Fifteen Thousand only)
5.	Bid Document Download Start Date & Time	07 th August 2020 1800 hrs
6.	Last date for receipt of Pre-Bid queries by e-mail (in prescribed format at Ann-)	NA
7.	Pre-Bid Conference	NA
8.	Pre-Bid Clarification, if any / Public Corrigendum on Website & CPP portal	NA
9.	Start Date & Time of Bid Submission	07 th August 2020 1800 Hrs
10.	Closing Date & Time of Bid Submission	28 th August 2020 1100 Hrs
11.	Date & Time of Opening of Technical Bid	31 st August 2020 1100 Hrs
12.	Date & Time of Technical Presentation	NA
13.	Date & Time of opening of Financial bids	Will be intimated later to the technically qualified bidders on website & CPP portal
14.	Online Submission of EMD on or before the closing date and time of bid submission	Bank Details: Punjab National Bank, College Road, Rupnagar, Punjab A/c Type: Current A/c No.: 7854005900000019 IFSC Code: PUNB0040800
15.	Website for downloading Document, Corrigendum, Addendums etc	http://www.nielit.gov.in/chandigarh http://eprocure.gov.in
16.	Bid Validity	90 Days from the date of bid submission
17.	Contact person for queries	Sh. Amit Jain, Joint Director(Tech.) Mobile : 94173 79950 Email: amitjain@nielit.gov.in

Disclaimer

This Tender is not an offer by NIELIT, but an invitation to receive offer from **Eligible Bidders**. No contractual obligation whatsoever shall arise from the tender process unless and until the offer is accepted and executed by duly authorized Officer of NIELIT Chandigarh with the vendor.

Director
NIELIT Chandigarh

ABOUT NIELIT

National Institute of Electronics and Information Technology (NIELIT) is an Autonomous Scientific Society under the administrative control of Ministry of Electronics and Information Technology, Govt. of India. NIELIT was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communication Technologies (IECT).

NIELIT 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 of Education in the field of IT and related areas.

NIELIT Centres are also imparting training in Short Term Courses in the areas of Information Technology, Electronics System Design & Manufacturing (ESDM), 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

NIELIT Chandigarh, a premier institute of the northern region, was setup as "Regional Computer Centre" by the erstwhile Department of Electronics, Govt. of India in the year 1978 to promote the use of Information Technology and to provide IT education to various Government Organizations, Public Sector Undertakings and Autonomous Bodies of northern region. RCC upon merger with DOEACC Society, Department of Information Technology, Ministry of Communication and Information Technology, in the year 2002, was re-christened as DOEACC Society, Chandigarh Centre. The centre has now been renamed as NIELIT Chandigarh w.e.f. 10th Oct., 2011. NIELIT Chandigarh is a professionally managed centre with clear-cut strategies and aims at developing excellence in IECT and reaching out to masses for their skill development.

NIELIT Chandigarh has been imparting education and training in the field of Electronics and Information Technology in formal and non-formal sector. Students of various Engineering Colleges as well as employees of various Govt. departments, Defence personnel etc. have been undergoing training in various advanced courses. It has also been extending its services in various other fields of Electronics and Information Technology at national level.

The permanent Campus of NIELIT Chandigarh is situated at Birla Farms, Bada Phull, Rupnagar (Punjab) - 140001.

1. INSTRUCTIONS TO BIDDERS

1.1 Eligibility Criteria and Pre-Qualification Criteria

Bidders shall provide such evidence of their continued eligibility satisfactory to the tendering authority as per the "Eligibility & Pre-qualification criteria" mentioned in the bidding document and/ or as the tendering authority shall reasonably request. The Bidder must furnish the self-attested copies of supporting documents along with **Contract Form** as per following details in the Technical Bid, failing which the proposal shall not be considered.

S. No.	Eligibility & Pre-Qualification Criteria	Supporting documents	To be uploaded as Annexure-
1.	Tender Acceptance Letter	On Applicant's Letter head as per format at Annexure-2	A
2.	Bidder must possess and submit a valid: i. Permanent Account Number (PAN) of Bidder ii. GST Registration Certificate	Valid copy of all the mentioned/ required Certificates / Documents.	B
3.	The bidder should not have been under sanction, cross-debarred, debarred in participating in any procurement activities in India by NIELIT or any State or Central Government or autonomous body/SPSUs/CPSUs/any other govt organisation or its undertakings.	Undertaking to this effect shall be submitted by the applicant as per Annexure-3 .	C
4.	The bidder must submit EMD as prescribed or Bid Securing Declaration in lieu of EMD. [Micro and Small Enterprises (SMEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) shall be exempted from payment of EMD only]	Bid Securing Declaration as per Annexure-4 / Proof of successful transaction with UTR No. of EMD Amount duly signed by authorized signatory of the bidder along with seal of firm / Proof of MSME Exemption eligibility.	D
5.	The bidder should have experience of Installing, commissioning and maintenance of Sewage Treatment Plants to at least 2 (Two) Departments / Organizations during the last 3 years as on 31-March-2019	Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder. The documentary evidence in form of work/contract and client report must be enclosed.	E
6.	a) The Bidder should have annual turnover of at least Rs 5.0 lakhs during each of the last three financial years i.e. 2016-17, 2017-18 and 2018-19 as evidenced by the audited accounts of the organization / CA Certificate certifying turnover.	Copies of audited balance sheets including profit & loss accounts/ annual reports of relevant financial years / CA Certificate.	F

	b) The bidder should not have incurred loss in last three years i.e. 2016-17, 2017-18 and 2018-19 as evidenced in audited Profit & Loss Account		
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1.2 General Instructions

- 1.2.1 No physical sale of tender document will be done.
- 1.2.2 Any subsequent corrigenda/clarifications related to this Tender Document will be published on the website of the Purchaser at nielit.gov.in/chandigarh and website of Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. All such subsequent corrigenda/ clarifications shall be binding on the bidders.
- 1.2.3 The bidders are advised to study this Tender document carefully before submitting their bids in response to the bid Invitation. Submission of a bid in response to this invitation shall deemed to be have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- 1.2.4 The Bidder shall bear all costs associated with the preparation and submission of its bid and NIELIT will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.
- 1.2.5 The Purchaser is not bound to accept any bids, and at its sole discretion reserves the right to annul the selection process at any time prior to the award of contract without assigning any reasons to the bidders whatsoever and without thereby incurring any liability to the bidders.
- 1.2.6 The bids, and forms are strictly to be submitted as per specified formats.
- 1.2.7 In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, or to encourage wider participation, NIELIT, at its discretion, may extend the deadline for the submission of bids, and the extended date will be displayed on the website <http://www.nielit.gov.in/chandigarh> & www.eprocure.gov.in.

1.3 Earnest Money Deposit (EMD) :

All bids submitted in response to this Tender document shall be accompanied by Earnest Money Deposit (EMD) **as specified in the Schedule**. The EMD shall be paid through NEFT as per Bank Account details mentioned at the Invitation page of this Tender document. Tenders without EMD/Bid Securing Declaration will not be accepted. However, Micro and Small Enterprises (SMEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) shall be exempted from payment of EMD only on submission of supporting documents with the bid. **Bidder may submit 'Bid Securing Declaration in prescribed format in lieu of Earnest Money Deposit (EMD)**.

1.3.1 Forfeiture of Earnest Money Deposit (EMD) :

The EMD submitted along with the bid shall be forfeited under the following conditions:

- a. If the bid is withdrawn during the validity period or any extension agreed to by the Bidder thereof.
- b. If the bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extended period.
- c. If the Bidder tries to influence the evaluation process.

- d. If the Bidder refuses to take up the job within the time stipulated by the purchaser.
- e. If the bidder fails to furnish the bank guarantee within the prescribed time.
- f. If the bidder fails to comply with any of the provisions of the tender document.
- g. If the Bidder, having been notified of his selection, fails or refuses to submit the acceptance of the award of contract or the required Performance Security in the prescribed format within the time stipulated by the Purchaser.
- h. Forfeiture of earnest money / performance security 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 Agency/ Bidder such as severing future business relation or black listing, etc., as may be deemed fit.

1.3.2 Refund of EMD :

The EMD will be refunded as follows:

- a. In the case of unsuccessful bidders, the EMD will be returned to them without any interest accrued thereon at the earliest after the award of the contract to the successful bidders.
- b. In the case of selected bidder(s), the EMD shall be refunded on receipt of the Performance Security by way of Bank Guarantee

1.4 Performance Bank Guarantee:

- 1.4.1 Performance Security in the form of an unconditional, unequivocal and irrevocable Performance Bank Guarantee (PBG) will need to be submitted within a period of ten days of the date of award of job order/purchase order equivalent to 10% (Ten Percent) of the contract value valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty obligations. The format for PBG is provided in Annexure- 5, Format of Performance Bank Guarantee (PBG).
- 1.4.2 The PBG must be routed through Structured Financial Messaging System (SFMS) from issuing bank to NIELIT bank by sending IFN 760 COV Bank Guarantee Advice Message. Thereafter only physical Bank Guarantee will be taken as submitted and become operational. NIELIT, Chandigarh bank details are given in the Invitation and Schedule page.
- 1.4.3 The proceeds of the Performance Security 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.

1.5 Bid Submission

- 1.5.1 The bidders will need to upload their Bid and the documents at Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Hard copy of the tender documents / bid will not be accepted.
- 1.5.2 Documents required to be uploaded with the technical bid are as per Eligibility Criteria defined in Section 1.1. Scanned copy of Index of Uploaded Documents mandatorily required is also to be uploaded. Bids without the specified documents are liable to be summarily rejected.
- 1.5.3 Financial bid should be uploaded in BoQ format only containing the quote of the prices/rates as specified in the BoQ format (Price Schedule).

- 1.5.4 In case, any bidder encloses the financial bid within technical bid or sends hard copy of financial bid, the bid shall be rejected summarily.
- 1.5.5 The bidder must quote for all items failing which the bid is liable to be rejected.
- 1.5.6 The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only.
- 1.5.7 **NIELIT will not be responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues. The bidders are advised to submit the bids through online eProcurement system well before the bid submission end date and time (as per CPP Portal Server System Clock).**
- 1.5.8 At any time prior to the deadline for submission of the Bid, the Purchaser may for any reason, amend the Tender document by issuing suitable Corrigendum. Any corrigendum in this regard will be published on the website <https://eprocure.gov.in/eprocure/app> and the website of the Purchaser at nielit.gov.in/Chandigarh and such amendments shall be binding on bidder(s).
- 1.5.9 **Undertaking for reasonableness:**
The bidder will be presumed to have given an undertaking with submission of financial bid that to the best of their knowledge and belief:
- (a) Tendered rates are at par with the prevailing market rates and not more than the price usually charged for items of same nature/class or description from any private purchaser either foreign or as well as Government purchaser.
 - (b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted is not higher than the controlled price.
 - (c) Services/Products/Goods supplied, will be of requisite specification and quality
- 1.5.10 **Completeness of Bids**
Information must be furnished in comprehensive manner against each column of Bid Document. NIELIT will examine the Bids to determine as to whether they are complete in all respects. In particular, whether
- a) they meet all the conditions of the Tender Document and Technical Specifications
 - b) any computational errors have been made
 - c) required sureties have been furnished
 - d) the documents are as prescribed and have been properly signed
 - e) the Bid Documents are substantially responsive to the requirements of the Tender Document
- 1.5.11 If a firm quotes **NIL Charges / consideration**, the bid shall be treated as unresponsive and will not be considered.

1.6 Disqualification

The Purchaser may at its sole discretion and at any time during the evaluation of bid, disqualify any bidder, if the bidder:

- a. makes misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;

- b. exhibits a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any job allotted in the preceding three years;
- c. submits a bid which is not accompanied with required documentation or which is non- responsive to the terms and conditions and stipulations herein;
- d. fails to provide clarifications related thereto within given time frame, when sought;
- e. submits more than one bid;
- f. has been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices.

1.7 Bid Evaluation

- 1.7.1 The bids will be evaluated under Two-Bid System.
- 1.7.2 'Technical Bid' of all the Bids uploaded on CPP Portal will be opened at specified date time mentioned in the Tender Schedule.
- 1.7.3 The Technical evaluation of the bids will be done on the basis of the information supplied by the bidders in their bid as well as all other relevant documents submitted by the bidder.
- 1.7.4 During evaluation, the Purchaser may, at its discretion, ask the respondents for clarifications on their bids. The Bidders are required to respond within the time frame prescribed by the Purchaser.
- 1.7.5 Financial bids of only technically short-listed qualified bidders as per the terms of this document shall be opened by the Tender Evaluation Committee for which separate date will be fixed and displayed on CPPP portal: <http://eprocure.gov.in/eprocure/app>.
- 1.7.6 The Director, NIELIT Chandigarh shall at its own discretion have the authority to disqualify any or all bid(s) that it finds to be inappropriate without giving any reason/justification to the bidder.
- 1.7.7 The decision of the Director, NIELIT Chandigarh on any of the above matters will be final and binding on all the bidders and no further discussion/interface will be held with the bidders whose bids are disqualified/rejected.
- 1.7.8 **Evaluation of Financial Bids:**
All bids shall be ranked as L1,L2,L3 on basis of Grand Total of the cost of all items in the financial bid and work will be awarded to L1 (Lowest quote).

2. GENERAL CONDITIONS OF CONTRACT

2.1 Income Tax & GST Number

Only Bidders who hold a valid PAN from Income Tax department and have GST Registration number shall bid. The PAN and the GST Registration Number should be quoted in the tender document without which the tender is liable to rejection.

2.2 Acceptance of the award of Contract

The selected bidder(s) shall be required to give acceptance within seven to ten days of the award of the contract or within such extended period, as may be specified by the Purchaser.

The acceptance of the award of the contract shall constitute a binding contract between the Purchaser and the selected bidder incorporating all the terms and conditions of the tender document and such other terms and conditions as may be communicated by the Purchaser in the award letter necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

2.3 Period of Contract

The contract for warranty would be for an initial period of one (1) year from the date of successful recommissioning of the plant.

2.4 Contract Documents (Non – Disclosure Agreement)

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Bidder shall not, without prior written consent from NIELIT, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of NIELIT in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract.

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

2.5 Confidentiality

Information relating to the examination, clarification, comparison and evaluation of the bids submitted shall not be disclosed to any of the responding firms or their representatives or to any other persons not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its bid

2.6 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.
- 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.
- i) In case of any ambiguity in the interpretation of any of the clauses in the tender document, the interpretation of the clauses by Authorized Representative of NIELIT shall be final and binding on all parties.

2.7 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.
- b) 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 English language. Supporting material, which is not translated in English and/or Hindi, will not be considered for evaluation.
- c) For the purpose of evaluation and interpretation of the proposal, the English and/or Hindi language translation shall prevail.
- d) The Supplier/ Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

2.8 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.

2.9 Applicable Law

- a) The contract shall be interpreted in accordance with the laws of the Union of India and the Government of Punjab.
- b) Governing Law and Choice of Forum :
- i. The laws of India shall govern this tender process. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at district Rupnagar, Punjab.
 - ii. Any suit/legal action filed by any third party on account of the goods / services provided by the bidder against any item related/pertaining to order awarded to the successful bidder shall be settled by the bidder at its own cost. NIELIT will NOT be a party to the same.

2.10 Terms of Payment

- a) The currency or currencies in which payments shall be made to the Bidder under this Contract shall be Indian Rupees (INR) only.
- b) No advance payment shall be made including payments of handling charges/service charges /transport charges, etc. under any circumstances to the bidder.
- c) 90% payment shall be made within 30 days after successful completion of recommissioning of the STP upon submission of tax invoice.**
- d) 10% payment shall be released upon receipt of PBG as per terms of the tender.**
- e) All remittance charges will be borne by the bidder.
- f) In case the bidder fails to execute the order, NIELIT shall have liberty to get it executed through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- g) The prices quoted shall not be conditional /optional.
- h) All payments to the Bidder/agency shall be made through RTGS only for which they are required to submit the following information:
1. Bank Account Number of bidder/agency
 2. Name of the Account
 3. Bank Name
 4. Branch Name
 5. IFSC Code.
- i) **Tax deduction at source:** 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. NIELIT shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The supplier shall furnish to the purchaser tax registration nos., PAN (for TDS), etc., as applicable.
- j) For all goods/services supplied, the Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed/incurred until delivery of the contracted products or services.
- k) The rates quoted shall be firm. However, after the award of contract, any variation in government levies shall be as per actuals.

2.11 Penalty Clause / Liquidated Damage

If the work is not completed within stipulated time schedule, due to reasons solely and entirely attributable to the successful bidder and not in any way attributable to the delay on the part of NIELIT, a penalty @ 1% of the contract value, per week or part thereof (subjected to maximum 10%) may be imposed.

If the delay exceeds for the penalty of more than the maximum penalty of 10%, then the order may be cancelled with immediate effect and no clarification/justification will be entertained by NIELIT in this regard, the performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. NIELIT may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the bidder.

In case the vendor fails to meet the requirements of AMC / maintenance/ warranty conditions laid down in this document, penalty will be imposed at the rate of Rs. 500/- per calendar day for the first 10 days and thereafter NIELIT Chandigarh will get the fault repaired at vendor's risk and cost and the same shall be deducted from the invoice(s) submitted.

Further, if any act or failure by the bidder results in failure or non-operation of systems and if NIELIT has to take corrective actions to ensure functionality of its systems, NIELIT reserves the right to claim/recover damages from the bidder, which shall be equal to the cost it incurs or loss it suffers from such act or failure.

NIELIT reserves its right to recover these amounts by any mode including adjusting from any payments to be made by NIELIT to the bidder, irrespective of whether such payment is related to this contract or otherwise.

2.12 Termination

a) Termination for Insolvency

NIELIT may at any time terminate the Contract by giving Notice to the Bidder/Contractor if the Bidder/Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder/Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NIELIT. Performance Guarantee Bond/Security in any form submitted by the bidder shall stand forfeited.

b) Termination for Default

- i. NIELIT may, without prejudice to any other remedy for breach of contract, by 15 (fifteen) days notice in writing of default sent to the successful Bidder, cancel the order in whole or in part if the Bidder: -
 - a. has abandoned or repudiated the Contract; or
 - b. has without valid reason failed to supply the goods/services as per the terms of this document; or
 - c. fails to deliver any or all quantities of the goods/service within the time period specified in the contract, or any extension thereof granted by NIELIT; or
 - d. fails to perform any obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - e. in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract; or
 - f. commits breach of any condition of the contract.
- ii. **If NIELIT terminates the contract in whole or in part then amount of performance security will be forfeited.**
- iii. No claim/compensation shall be payable by NIELIT as a result of such termination.
- iv. NIELIT shall reserve the right to get order fulfilled / completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the order by any other agency shall exceed the value of the contract.

- v. The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of order or on account of loss of expected profits.
- vi. The above shall be without prejudice to any other remedies/rights/claims etc. that may be available to NIELIT under the law.

c) Termination for Convenience

- i. NIELIT, by Notice sent to the successful Bidder, may cancel the order, 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 successful bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the bidder if any due to such termination.

2.13 Disputes and Arbitration

In the event of any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred (as per the Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof) to the sole arbitrator to be appointed by the **Director**, NIELIT Chandigarh. The award of the arbitrator shall be final and binding on both the parties.

2.14 Jurisdiction

In case of failure of arbitration proceedings, appropriate courts at Rupnagar under the jurisdiction of Hon'ble High Court of Punjab and Haryana at Chandigarh shall have exclusive jurisdiction to try and entertain any dispute arising there from.

2.15 Reservation of Rights

NIELIT reserves the right to:

- a. Extend the Closing Date for submission of the bids
- b. Amend the tender requirements at any time prior to the Closing Date, provided that the amendment is displayed on NIELIT website <http://www.nielit.gov.in/chandigarh>, and www.eprocure.gov.in.
- c. Seek information from the bidders on any issue at any time.
- d. Allow a Bidder to change its Technical bid if the same opportunity is given to all Bidders.
- e. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited or distribute options to more than one bidder.
- f. Terminate or abandon this procedure or the entire project whether before or after the receipt of proposals.
- g. Seek the advice of external consultants to assist NIELIT in the evaluation or review of bids.
- h. Make enquiries of any person, company or organization to ascertain information regarding the Bidders and its bids.
- i. Reproduce for the purposes of this Procedure the whole or any portion of the bid despite any copyright or other intellectual property right that may subsist in the bid.

2.16 Force Majeure

- a) Notwithstanding anything contained in the Bid Document, the bidder shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the

extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

- b) For purposes of this clause "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed, otherwise will not be applicable here. The decision of NIELIT, regarding Force Majeure shall be final and binding on the Bidder.
- c) If a Force Majeure situation arises, the bidder shall promptly notify to NIELIT in writing, of such conditions and the cause thereof within 15 days of occurrence of such event. Unless otherwise directed by NIELIT in writing, the successful bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.17 Patent Indemnity

- a) The Bidder shall, subject to NIELIT compliance with sub-clause (b) below, indemnify and hold harmless NIELIT 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 NIELIT may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other IPR registered or otherwise existing at the date of the Contract by reason of: -

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

Such indemnity shall not cover any use of the Products/Services 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 Products/Services or any part thereof, or any Products/Services produced thereby in association or combination with any other goods, equipment, plant, or materials not supplied by the Bidder, pursuant to the Contract.

- b) If any proceedings are brought or any claim is made against NIELIT out of the matters referred to above, NIELIT shall give the Bidder a notice thereof, and the Bidder shall at its own expense and in NIELIT's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the Bidder fails to notify NIELIT within fifteen (15) days after receipt of such notice that it intends to conduct any such proceedings or claim, then NIELIT shall be free to conduct the same to the cost of Bidder.
- d) NIELIT shall, at the Bidder's request, afford all available assistance to the Bidder in conducting such proceedings or claim, and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.

2.18 Limits on Promotion / Publicity / Advertisement

The selected bidders shall not perform any kind of promotion, publicity or advertising etc. at the Purchaser and their field offices through any kinds of hoardings, banners or the like.

2.19 Corrupt or Fraudulent Practices

In the event of the bidder engaging in any corrupt or fraudulent practices during the bidding process, the Purchaser reserves the right to reject such bids at its sole discretion.

For the purpose of this clause:

“Corrupt Practice” includes the offering, giving, receiving or soliciting of anything of value to influence the action of an official of the Purchaser in the selection process. It also includes bringing undue influence through any quarter or interfering directly or indirectly in the selection process to affect its outcome.

“Fraudulent Practice” includes a misrepresentation of facts in order to influence the evaluation and selection process to the detriment of the Purchaser.

2.20 Criminal Charges and Conviction

The Bidder warrants that it has disclosed and will continue to disclose during the term of this Contract full details of all criminal convictions and all pending criminal charges against it or any of its personnel and associates that would reasonably be expected to adversely affect the Bidder and the company who owns the patent of the technology being offered or the Bidder’s capacity to fulfill its obligations under this contract.

2.21 Conflict of Interest

NIELIT considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under NIELIT’s Procurement Ethics.

In pursuance of NIELIT’s Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, NIELIT will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified.

A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if, including but not limited to:

- a) have controlling shareholders in common; or
- b) receive or have received any direct or indirect subsidy from any of them; or
- c) have the same legal representative for purposes of the Bid; or
- d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process; or
- e) A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid.

3. SCHEDULE OF REQUIREMENTS

- 3.1** The 120 KLD Sewage Treatment Plant is situated at NIELIT Chandigarh's permanent campus at **Birla Farms, Bada Phull, Rupnagar** – 140001. The plant was damaged by the floods in August 2019. The vendor will be required to Repair & Overhaul the complete system including different media, electrical panels, handling and disposal of sewage and media wherever required, cleaning and overhauling of piping, fittings, etc. and any other work required for successful recommissioning of the plant.
- 3.2** The prospective vendors are advised to visit the NIELIT Chandigarh Campus at Bada Phull, Rupnagar, Punjab-140001, before bidding, to inspect the condition and status of Sewage Treatment Plant.
- 3.3** The vendor will provide one-stop solution for the recommissioning of the plant. Any work required for the same, even if not explicitly mentioned, will be in scope of the work. The bidder may keep the same in mind while submitting quote.
- 3.4 Warranty:** The vendor shall also provide one-year warranty during which any issue / problem in the functioning of STP will required to be got rectified by the vendor including replacement of faulty parts supplied/repaired by the vendor.
- 3.5** The quoted price should include any replacement, if required, and such replacement should be of same or higher specifications.
- 3.6** Any defective parts / equipment replaced will need to be deposited with NIELIT Chandigarh.
- 3.7 Time Schedule**
- i) The vendor shall complete the work required for recommissioning of the plant before within 6 weeks of the award of work.
 - ii) The Faults/issues can be reported any time on any days (including holidays / Saturdays / Sundays.). The vendor will provide the name of contact person and contact mobile number including email.
 - iii) The vendor should have satisfactory arrangement to receive complaints. The faults / complaints reported to the vendor must be attended within 24 hours and rectified within 72 hours of reporting.

4. SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

Packaged type skid mounted Sewage Treatment Plant of capacity 120 cum per day.

5. PRICE SCHEDULE

(Financial Bid in the form of BOQ_XXXX.xls)

To be utilized by bidder to for quoting their prices

Tender Inviting Authority: NIELIT Chandigarh					
Name of Work: Repair and Recommissioning of Existing Sewage Treatment Plant					
Contract No:					
Bidder Name :					
PRICE SCHEDULE					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
Sr. No.	Item Description	Quantity to be taken to arrive at L-1 rates	Unit	Unit Rates including GST and any other taxes / charges (Rs.)	Total Amount including GST and all other taxes / charges (Rs.)
(A)	(B)	(C)	(D)	(E)	(F)=(C) X (E)
1.	Repair & Overhaul the 120KLD STP including different media, electrical panels, handling and disposal of sewage and media wherever required, cleaning and overhauling of piping, fittings, etc. and any other work required for successful recommissioning of the plant, as per Schedule of Requirements	1	Nos	To be Uploaded on CPP Portal in BoQ format only	
Grand Total *					

* Bids will be ranked on the basis of Grand Total

I undertake that:

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

Notes:

1. The rate not be provided as a percentage figure. The Bidder must quote rate in absolute Indian Rupees.
2. The rate quoted will be valid till the period specified in the tender document. The period of validity of rates can be extended with mutual agreement.
3. No condition will be entertained and conditional tender will be liable to be rejected.

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

Date:
 Place:

6. CONTRACT FORM

(Priced Bid)

(On the letter head of the firm submitting the bid document)

To

The Director
National Institute of Electronics and Information Technology, Chandigarh
Permanent Campus, Birla Farms, Bada Phull, Rupnagar – 140001

Ref: Tender No.....Dated:

Sir,

Having examined the bidding documents and having submitted the techno commercial un-priced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

1. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.
2. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
3. The prices quoted are inclusive of all taxes/GST/charges net F.O.R NIELIT Chandigarh, Permanent Campus, Birla Farms, Bada Phull, Rupnagar - 140001. We enclose herewith the complete Price Bid (Price Schedule (Bill of Quantity-BOQ) and .xls format) as required by you.
4. We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
6. We have paid the prescribed EMD as per the following details:

Particulars	Transaction ID / Reference Number	Dated	Amount	Bank from which paid
Earnest Money Deposit				

Or

We are MSEs (Micro and Small Enterprises) registered under Single Point Registration Scheme (NSIC) and hence are exempt from payment of Earnest Money Deposit. The Certificate is attached.

Or

The Bid Securing Declaration in Lieu of EMD is attached

- 7. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- 8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

We do hereby undertake that, until a formal notification of award, this bid, together with NIELIT Chandigarh’s written acceptance thereof, shall constitute a binding contract between us.

Name of Bidder :

Full Address :

.....

Telephone No :

Mobile No :

Fax No :

E-mail :

GST Registration No :

PAN No :

Dated this day of :

Signature of Authorised Signatory :

.....

Name and Designation of Authorized Signatory :

.....

Details of enclosures : Annexure ____ Page No.____

Annexure ____ Page No.____

Annexure ____ Page No.____

...

Company Seal

ANNEXURE 1 - INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

More and updated information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/ XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee /EMD as applicable and enter details of the instrument.
4. Bidder should submit the EMD as per the instructions specified in the tender document.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the prices bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

ANNEXURE 2 - Tender Acceptance Letter

(TO BE GIVEN ON COMPANY LETTER HEAD)

To,

The Director
National Institute of Electronics & Information Technology, Chandigarh
Permanent Campus, Birla Farms, Bada Phull,
Rupnagar - 140001.

Sub: **Acceptance of Terms & Conditions of Tender for _____.**

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the CPPP Portal.
2. I/We hereby certify that I / we have read the entire terms and conditions of Tender document including all documents Annexure's, which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Place: _____

Signature: _____

Date: _____

Name: _____

Designation: _____

Authorized Signatories

Seal

ANNEXURE 3 - Self-Declaration - Non Blacklisting

*(Duly attested by the Notary Public)
(To Be Submitted With Technical Bid)*

To

The Director
National Institute of Electronics and Information Technology, Chandigarh
Permanent Campus, Birla Farms, Bada Phull,
Rupnagar - 140001.

Sir,

In response to this tender, I/ We hereby declare that presently our Company/ firm M/s _____ is having unblemished record and is not declared ineligible for corrupt and /or 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 M/s _____ 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 and no Criminal Case is pending against the firm/employees.

If this declaration is found to be incorrect at any stage then without prejudice to any other action that may be taken, my/ our Earnest Money may be forfeited in full and the award of Work Order may be cancelled.

Thanking you,

Place: _____

Signature: _____

Date: _____

Name: _____

Designation: _____

Authorized Signatories

Seal

ANNEXURE 4 - Bid Securing Declaration in Lieu Of Earnest Money Deposit

To

The Director

National Institute of Electronics and Information Technology (NIELIT)

Permanent Campus, Birla Farms, BadaPhull, Ropar, Punjab-140001.

Sub : Submission of Bid Securing Declaration in Lieu of Earnest Money Deposit against tender for _____ (title of the work/tender)

Dear Sir,

1. I/We have downloaded / obtained the tender document for the above mentioned "Tender/Work" from the CPPP Portal.
2. I/We understand that according to terms and conditions of this tender, bids must be supported by a bid security which may be in the form of Bid Securing Declaration.
3. I/We hereby undertake that if in case I/We withdraw or modify my/our Bid during the period of validity or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document then I/We will be suspended for the period of 2 years from being eligible to submit Bids for contracts with NIELIT Chandigarh.
4. I/We understand that this Bid Securing Declaration shall cease to be valid under the following circumstances:
 - i. Upon expiration of bid validity period, or any extension thereof pursuant to your request;
 - ii. I am/we are declared ineligible;
 - iii. I am/ We are declared as successful bidder and I/we have furnished the Performance Security and Signed the Contract.

Place: _____

Signature: _____

Date: _____

Name: _____

Designation: _____

Authorized Signatories

Seal

ANNEXURE 5 - Format of Performance Bank Guarantee

BANK GUARANTEE NO.

DATE

PERIOD OF BANK GUARANTEE:- VALID UPTO (UPTO 60 DAYS BEYOND COMPLETION OF ALL CONTRACTUAL OBLIGATIONS)

AMOUNT OF GUARANTEE: Rs. -----

To

**The Director,
NIELIT Chandigarh
Permanent Campus, Birla Farms, Bada Phull,
Rupnagar 140001.**

THIS DEED OF GUARANTEE EXECUTED ON THIS ___ Day of _____ 2019 by {Name of the Bank issuing guarantee} a scheduled commercial bank, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its registered office at -----, Head office at (H.O. Address) and one of the Branch offices at (Branch address) hereinafter referred to as the 'Guarantor Bank' (which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns.) in favour of The Director, NIELIT Chandigarh, Permanent Campus at Birla Farms, Bada Phull, Rupnagar 140001 (hereinafter referred to as "Purchaser" which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns).

Whereas Selection Notification No. ----- dated ----- (Hereinafter called the "Selection Notification") for selecting M/s. ----- as Agency for tender ID _____ for _____ (indicate tender/work title) to NIELIT Chandigarh stands accepted by NIELIT Chandigarh .

And whereas to ensure due performance of the obligations of the Agency to the satisfaction of the Purchaser towards tender ID _____ for _____ (indicate tender/work title) to NIELIT Chandigarh the said performance and in terms thereof by the Agency as aforesaid, the Guarantor Bank at the request of the Agency has agreed to give guarantee as hereinafter provided.

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:

In consideration of the Purchaser, having engaged M/S _____ as Agency for _____ (indicate tender title) to NIELIT Chandigarh stands accepted by NIELIT Chandigarh (Name of the Guarantor Bank) do hereby undertake as under:

- a) To indemnify and keep indemnified the Purchaser to the extent of the sum of Rs. - ----- -- /- (Rs. ----- only) for the losses and damages that may be caused to or suffered by the Purchaser in the event of non-performance or part/under performance of whatever nature on the part of the Agency in discharging their obligations under the said contract against the above selection notification order and further undertake to pay immediately on demand to the Purchaser the amount claimed under this guarantee not exceeding Rs. ----- /- (Rs. -----only) without demur and without the Purchaser needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Purchaser shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.
- b) The guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the obligations under the contract against the Selection Notification and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract against the Selection Notification have been fully paid and its claims satisfied or discharged or till _____Office/Department/Ministry of _____ certifies that the terms and conditions of the said contract against the Selection Notification have been fully and properly carried out by the Agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
- c) This guarantee shall not in any way be affected by the change in the constitution of the Agency or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the Purchaser or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the Purchaser.

- d) We, _____ (indicate the name of bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract against the Selection Notification or to extend time of performance by the Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the Agency and to forbear or enforce any of the terms and conditions relating to the said contract against the Selection Notification and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Agency or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- e) We, _____ (indicate the name of bank) undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.
- f) Notwithstanding anything contained above, the liability of the guarantor Bank under this deed of guarantee is restricted to Rs. ----- /- (Rs. ----- only). This guarantee shall remain in full force till (mention date) and the guarantor Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Purchaser serves upon the guarantor Bank a written claim or demand on or before (mention date) at (name of the guarantor Bank and branch).
- IN WITNESS WHEREOF the authorized signatories of the said (Guarantor Bank) have signed this deed for and on behalf of the guarantor on the date first hereinabove mentioned.

Place
Date

For

Authorized Signatories
Seal