

National Institute of Electronics and Information Technology

Request for Proposal (RFP)
For
**Supply & Installation of Lab
Equipment
At NIELIT Patna**

National Institute of Electronics and Information Technology
Ministry of Electronics and Information Technology
11th Floor, Bismaun Bhawan, Gandhi Maidan Rd, Patna, Bihar 800001

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Fact Sheet

S. N	Particular	Details
1	Tender ID	NIELIT/PAT/Set-up/111/01/Equipment
2	Tender date	11.09.2017
3	Selection Method	Pre-Qualification with Least Cost based selection
4	Availability of RFP	RFP can be downloaded from NIELIT PATNA website http://nielit.gov.in/patna
5	Earnest Money Deposit (EMD)	Earnest Money Deposit of amount Rs. 2, 55,000/- (Rs. Two Lac fifty-five thousand only). Demand Draft/FDR/Banker's Cheque in favour of NIELIT PATNA Centre and payable at Patna from any of the Scheduled Bank.
6	Performance Bank Guarantee (PBG)	10% of the total cost of ownership in form of Bank Guarantee in favour of NIELIT PATNA Centre and payable at Patna from any of the Scheduled Bank
7	Nodal Officer for correspondence and clarification	Shri Navneet Sharma Scientist 'B' 11th Floor, Biscomaun Bhawan, Gandhi Maidan Rd, Patna, Bihar 800001 Tel: 0612-2219134, email: navneet.shrama@nielit.gov.in Contact No. 8118857260
8	Last date of for Pre-bid queries	21.09.2017 (2.00 PM)
9	Pre-bid conference	A pre-Bid meeting will be held on 22.09.2017 at 02:00 PM at NIELIT PATNA Centre.
10	Last date of bid submission	Proposals must be submitted no later than the following date and time: 04.10.2017 (01.00 PM)
11	Opening of Pre-qualification	04.10.2017 (02:30 PM)
12	Estimated Tender Value	Rs. 126.50 Lakhs
13	Opening of Technical bid	04.10.2017 (04:30 PM)
14	Opening of Financial bid	Will be informed later on

1. Background Information

1.1. Basic Information

- a) NIELIT PATNA invites responses (“Tenders”) to this Request for Proposals (“RFP”) from OMs Agencies/Authorized Partners (“Bidders”) for the provision of Hardware as described in this RFP, “Scope of Work”.
- b) Any contract that may result from this RFP Process will be issued for a term of Three year (“the Term”) which would include the supply, warranty and maintenance support. NIELITPATNA may extend the maintenance & support service contract for further 3 years as per the terms & conditions mentioned in RFP.

1.2. About NIELIT PATNA

NIELIT Centre, Patna was established in the year 2008 and is operational from 11th floor, Biscomaun Tower, Gandhi Maidan, Patna, with an objective to co-ordinate the activities of the various NIELIT Centres in the Eastern Region and to undertake pro-active role for promotion of NIELIT activities in the region thereby, extending the access of NIELIT to promote knowledge and skill development in Information, Electronics and Communications Technology (IECT) at various levels which will meet the requirement of the industry, thereby making the overall development of the region specially in Bihar State.

The Centre is also engaged in capacity building training programmes for the State Government of Bihar. Prominent among these programmes are the State Government Employees’ Training Programme, under which it is mandatory for Group ‘C’ employees to successfully complete the course on computer application to become eligible for annual increments. Nearly 19,000 employees have been trained so far. Also, NIELIT Patna is implementing training programmes under the ‘Kaushal Vikash’ mission of the Government of Bihar that aims to train 3.75 lakh unskilled youths of the district, subdivision and block levels to make them employable.

At the National Level, NIELIT has also framed a proposal to train 55 lakh candidates from weaker sections of the society, including women, under ‘IT for Jobs’, which is defined as the 8th pillar of the Digital India initiative. The Ministry of Panchayati Raj (MoPR) has also mandated NIELIT to conduct BCC (Basic Computer Course) training and examination of 25000 elected representative and panchayat functionaries. Training shall be accomplished in PPP mode and assessments shall be done by NIELIT in the Online mode. NIELIT, as one of the authorized examination agency under the National Digital Literacy Mission (NDLM), is also conducting Online examinations with biometric enabled Aadhaar authentication of candidates. Successful candidates are issued digitally signed certificates in the Online mode, which bears a QR code, so that these certificates can also be verified in the Online mode.

2. Instructions to the Bidders

2.1. General

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

2.2. Compliant Tenders / Completeness of Response

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

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

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

2.3. Pre-Bid Meeting & Clarifications

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

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

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

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

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

2.4. Right to Terminate the Process

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

2.5. Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD of amount as mentioned in fact sheet, in the form of a Demand Draft or FDR or Banker's Cheque issued by any nationalized bank in favor of **NIELIT PATNA Centre** payable at **Patna**, and should be valid for 180 days from the due date of the tender / RFP.
- b) EMD of all unsuccessful bidders would be refunded by NIELIT PATNA within 15 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Guarantee.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
 - In case it has been found that the bidder has provided information which are found to be wrong.
- f) **Firms registered with NSIC are exempted from submission of bid security subject to condition that they submit the proof for the same.**

2.6. Submission of Responses

- a) The bidders should submit their responses as per the format given in this RFP in the following manner:
 - i. Response to Pre-Qualification Criterion
 - ii. Technical Proposal
 - iii. Commercial Proposal
- b) Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- c) The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter

Bids must be submitted in person/by post/courier on or before the stipulated time mentioned in the Fact Sheet. Department does not take any responsibility for the delay caused due to network traffic jam or any other reason. No bid will be accepted after the said date & time for submission of the bid.

2.7. Site Inspection

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

2.8. Acceptance

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

The Bidder shall provide such packing of the Equipment as is required to prevent their damage or deterioration during shipment. The Bidder shall promptly repair or replace any Equipment that is damaged in transit. The packing, marking, and documentation within and outside the packages shall also comply strictly

with the requirements. The Bidder shall insert in each case a packing list, fully itemized to show case number, contents, gross and net weight, and cubic measurement.

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

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

2.9. Training to NIELIT PATNA /Department

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

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

2.10. Preparation and Submission of Proposal

2.10.1. Proposal Preparation Costs

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

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

2.10.2. Language

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

2.11. Evaluation process

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

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

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

2.11.1. Tender Opening

The Proposals submitted by bidders will be opened at Time, Date as mentioned in fact sheet by NIELIT PATNA officials or any other officer authorized by NIELIT PATNA, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

2.11.2. Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

3. Criteria for Evaluation**3.1. Pre-Qualification (PQ) / Eligibility Criteria**

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Sales Turnover in Lab Equipment Sales & Maintenance services	Average Annual Turnover during each of the last three financial years (FY 2014-15, 2015-16, 2016-17), should have a minimum of Rs. 1Crore that is generated from Lab Equipment Hardware supply and their associated maintenance services, etc.	<ul style="list-style-type: none"> ▪ Extracts from Audited/Certified financial statements and Balance sheet for last three financial years as per financial year of participating company/firm OR; ▪ Certificate from Chartered Accountant and Authorized Signatory
2.	Bidder should be a Company/firm registered under the Indian companies act (or) a firm registered under the Limited Liability Partnership Act, 2008 (or) a firm registered under the Partnership Act, 1932 for last 3 years.		Certificate of Incorporation and Articles of Association of the Participant in case of Company / Limited Liability Partnership Agreement in case of LLP
3.	Certificates	<p>Apart from company / firm registration, Participant must have registered under the following:</p> <ul style="list-style-type: none"> ▪ Valid GST Registration Certificate; ▪ Income Tax Return with for last three FY (2014-15, 2015-16, 2016-17) 	Copy of all the mentioned certificates/ITR certified by authorized signatory
4.	Letter of authorization from OM	The bidder should be an OM or their authorized dealer/representative. In case of authorized/dealer representative, a letter of authorization/dealership clearly stating the component/equipment for which the authorized representative is representing on behalf of the original manufacturer (OM) must be furnished.	Letter of authorization; as per template provided
5.	Technical Capability	Bidder must have successfully	Completion Certificates

S. No.	Basic Requirement	Specific Requirements	Documents Required
	Bidder should be an established agency	undertaken at least the following numbers of similar*assignments. <i>(*Similar refers to supply and installation of Lab Equipment and their associated maintenance & support services, etc.)</i> Value of engagement(s)are specified herein: <ul style="list-style-type: none"> ▪ One assignment of similar nature not less than the amount of Rs. 0.75 crores; OR ▪ Two assignments of similar nature not less than the amount of Rs. 0.50 crore each; OR ▪ Three assignments of similar nature not less than the amount equal to Rs. 0.35Lakhs each; 	from the client
6.	The Bidder in case of OEM) preferably should have ISO 9001: 2000/2008 Certificate		Copy of Valid ISO 9001:2000/2008 certificate to be submitted certified by authorized signatory
7.	Local Service Centres	The bidder should have presence in Patna with support Centres. The bidder should have technical manpower with experience to provide service for support under this contract.	A Self Certified letter by authorized signatory
8.	Participant should not be an entity which has been black-listed by Government	A self-certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as onbid submission date, must be submitted on original letter head of the bidder with signature and stamp	Self-Certified letter by authorized signatory

3.2. Technical Qualification Criteria

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

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

3.3. Commercial Bid Evaluation

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.

- b) Any conditional bid would be summarily rejected.

4. Appointment of vendor

4.1. Right to reject Proposal

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

4.2. Performance Guarantee

The NIELIT PATNA will require the selected bidder to provide an *irrevocably, unconditionally* Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of ownership. The Performance Guarantee should be valid for a period of **36 months** from the date of award of contract. The Performance Guarantee shall be kept valid till completion of the supply order and Warranty period. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the supply order and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the NIELIT PATNA at its discretion may cancel the order placed on the selected bidder without giving any notice and forfeit the EMD. NIELIT PATNA shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or NIELIT PATNA incurs any loss due to Vendor's negligence in carrying out the supply order implementation as per the agreed terms & conditions.

4.3. Signing of Contract

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

5. Terms and Conditions: Applicable Post Award of Contract

5.1. Right to Terminate the Process

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

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

5.2. Liquidated Damages

- a) Notwithstanding NIELIT PATNA's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.
- b) Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value of the order value.

- c) Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- d) NIELIT PATNA reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by NIELIT PATNA to the bidder. Liquidated damages will be calculated on per week basis.

5.3. Limitation of Liability

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

5.4. Penalty

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

5.5. Dispute Resolution Mechanism

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

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

5.6. Force Majeure

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

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

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

6. Technical Requirements

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

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

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

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

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

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

The bidder should provide all relevant documentation including:

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

7. Service Level Agreement

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

7.1. Implementation Service Levels

Measurement	Target	Severity	Penalty
Installation and commissioning of Lab Equipment	Within 4 weeks from receipt of purchase order	Critical	Penalty of 1% of quoted amount per week subject to a maximum of 10% penalty computed on total value of Contract (inclusive of taxes).

7.2. Manpower Related Service Levels

The support personnel should be available over phone. On critical situations or when directed by NIELIT PATNA, the support personnel must be available on site within 24 hours of request from NIELIT PATNA at

the office/locations. Non-availability of the support personnel as stated above will be treated equivalent to single occasion of non-conformity.

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

8. Details on Scope of Work

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

- Supply and installation of Lab Equipment at NIELIT PATNA.
- Maintenance of the supplied Lab Equipment for 3 years.

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

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

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

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

Table 1: Electronics & Communication Laboratory Items:

S.No	Items	Classification	Specification	Qty/ No of Users
1	PCB Drilling Machine	EQUIPMENT	Bench top down PCB drilling machine	1
2	80 W Soldering Station	EQUIPMENT	80W	2
3	PCB Prototyping machine	EQUIPMENT		1
4	KEIL MCB1760-ED	EVALUATION BOARD	KEIL NXP LPC1760 EVAL BOARD	10
5	KEIL MCBSTM32F200-ED	EVALUATION BOARD	KEIL STM STM32 EVAL BOARD	10

6	FPGA Kit	EVALUATION BOARD	entry-level FPGA development board	6
7	ARM Development Board	EVALUATION BOARD	ARM Cortex M3 Development board	3
8	Altium Designer 17	SOFTWARE	Full custom board design and manufacturing capabilities. Complete front-end engineering design system for both board-level and programmable logic design. Native 3D PCB design and editing capabilities.- Floating	10
9	MDK-PRO-ED-10-LC	SOFTWARE	MDK-PRO MCU DEV KIT EDU LIC :	10
10	Micro C compiler	SOFTWARE	full-featured, highly-optimized ANSI C compiler for microcontroller families	10
11	Matlab 2017a	SOFTWARE	Matlab with Simulink and Control system toolbox, Power electronics toolbox, Signal Processing, DSP Sytems, Data Acquisition Toolbox, HDL Coder and Verifier, Parallel Computing, Simscape,	10
12	OrCAD PSPICE 16.6	SOFTWARE	PCB Design and layout tool	10
13	Comport	SOFTWARE	Serila Communication software	10
14	NI Multisim 2015	SOFTWARE	DAQ software and simulation tool	10
15	Xilinx ISE	SOFTWARE	VLSI Layout and Simulation tool	10
16	Cadence Virtuoso Tool	SOFTWARE	Analog and Digital circuit design and device Simulation tool	10
17	Mix Domain Oscilloscope (MDO)	Test & Measuring Equipment	100MHz, 4 Channel, 2.5GS/s Sample Rate, USB connectivity, 8-bit ADC	1
18	Digital Storage Oscilloscope (DSO)	Test & Measuring Equipment	200MHz, 4 Channel, 8 bit ADC, Multichrome display, USB connectivity,	6
19	Arbitrary Function Generator	Test & Measuring Equipment	60MHz, 2 Channel, Amplitude 1mVpp to 10Vpp, built in frequency counter 200MHz, 6 digit, memory depth 1M,	6
20	DC power Supply	Test & Measuring Equipment	3 Channels, Output 30V/3A, 30V/3A, 5V/3A, 195W,	6
21	Digital Multimeter	Test & Measuring Equipment	Hand Held type, 4 1/2 digit display	6
22	Digital Multimeter	Test & Measuring Equipment	Bench Top Type, 6 1/2 digit display, RMS DMM	1
23	Precision LCR Meter	Test & Measuring	20Hz to 10MHz with 4-digit resolution in any range and 0.05%	1

		Equipment	basic accuracy	
24	Spectrum Analyzer	Test & Measuring Equipment	100MHz, 2 Channel	1
25	Current Probes	Test & Measuring Equipment	30A AC/DC, 120MHz	1
26	Differential High Voltage Probe	Test & Measuring Equipment	100V	1
27	8086/8088 Microprocessor Trainer	TRAINER KIT	Low cost with on- board USB port, LCD and provision for optional PC Keyboard	6
28	Class C Amplifier	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
29	AM Modulation And Demodulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
30	FM Modulation And Demodulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
31	DSB Modulation And Demodulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
32	AM Transmitter	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
33	FM Transmitter	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
34	SSB Modulation and Demodulation with Filter and Phase Shift Method	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
35	Sampling Theorem	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
36	Pulse Amplitude Modulation Trainer KIT	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
37	Pulse Width Modulation Trainer KIT	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
38	Pulse Phase Modulation Trainer Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
39	Pulse Code Modulation and De-Modulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
40	PCM a Law u Law	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
41	Delta Modulation and De-Modulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
42	ADM Modulation	TRAINER KIT	Low cost trainer kit with LED	6

	and De-Modulation Kit		indicators and test points	
43	ISI and EYE Diagram Trainer	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
44	FSK Modulation and De-Modulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
45	ASK Modulation and De-Modulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
46	BPSK Modulation and De-Modulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
47	QPSK Modulation and De-Modulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
48	Line Code Trainer	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
49	PN Sequence	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
50	Match Filter Trainer	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
51	DSSS Trainer	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
52	FHSS Trainer	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
53	FDM Trainer	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
54	TDM Trainer	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6
Grand Total				

8.1. No Advance Payment

No advance payment will be made to any supplier.

8.2. Installation of Lab Equipment

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

8.3. Warranty period, maintenance & technical support

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

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

All the Capital items / Lab Equipment shall be covered under **Three** years onsite comprehensive warranty with Maintenance & Technical support services.

8.4. Deliverables & Timelines

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

9. Payment Terms and Procedure

9.1. Payment Schedules

The payment amount will be equal to the amount specified in financial bid of the bidder. Payments will be released only on satisfactory acceptance of the deliverables for each Lab equipment (as mentioned in this RFP) as per the following schedule:

- 1) **75%** of the Contract amount shall become payable by the NIELIT PATNA after the complete delivery of all items as per the RFP.
- 2) **15%** of the contract Amount shall become payable by the NIELIT PATNA upon completion of setup configuration and test acceptance.
- 3) **10%** of the Contract Amount shall become payable by NIELIT PATNA after the submission of Successful completion Certificate from the user.

Form 1: Compliance Sheet for Pre-qualification Proposal

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

Form 2: Particulars of the Bidders

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

Form 3: Compliance Sheet for Technical Proposal

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

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

Date.....

Bid No.....

To

The Director-in-Charge,
National Institute of Electronics and Information Technology,
11th Floor, Biscomaun Bhawan, Gandhi Maidan Rd, Patna,
Bihar 800001
Patna

Sir,

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

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

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

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

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

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

Dated _____

(Signature)

SEAL

Form 5: Financial Proposal

Table 1: Electronics & Communication Laboratory Items:

Sl. No	Item name & its description/Specification			Quantity	Unit Rate	Amount	Tax (in %)	Total Amount with Tax
1	PCB Drilling Machine	EQUIPMENT	Bench top down PCB drilling machine	1				
2	80 W Soldering Station	EQUIPMENT	80W	2				
3	PCB Prototyping machine	EQUIPMENT		1				
4	KEIL MCB1760-ED	EVALUATION BOARD	KEIL NXP LPC1760 EVAL BOARD	10				
5	KEIL MCBSTM32F200-ED	EVALUATION BOARD	KEIL STM STM32 EVAL BOARD	10				
6	FPGA Kit	EVALUATION BOARD	entry-level FPGA development board	6				
7	ARM Development Board	EVALUATION BOARD	ARM Cortex M3 Development board	3				
8	Altium Designer 17	SOFTWARE	Full custom board design and manufacturing capabilities. Complete front-end engineering design system for both board-level and programmable logic design. Native 3D PCB design and	10				

			editing capabilities. - Floating					
9	MDK-PRO-ED-10-LC	SOFTWARE	MDK-PRO MCU DEV KIT EDU LIC:	10				
10	Micro C compiler	SOFTWARE	full-featured, highly-optimized ANSI C compiler for microcontroller families	10				
11	Matlab 2017a	SOFTWARE	Matlab with Simulink and Control system toolbox, Power electronics toolbox, Signal Processing, DSP Sytems, Data Acquisition Toolbox, HDL Coder and Verifier, Parallel Computing, Simscape,	10				
12	OrCAD PSPICE 16.6	SOFTWARE	PCB Design and layout tool	10				
13	Comport	SOFTWARE	Serial Communication software	10				
14	NI Multisim 2015	SOFTWARE	DAQ software and simulation tool	10				
15	Xilinx ISE	SOFTWARE	VLSI Layout and Simulation tool	10				
16	Cadence Virtuoso Tool	SOFTWARE	Analog and Digital circuit design and device Simulation tool	10				
17	Mix Domain Oscilloscope (MDO)	Test & Measuring Equipment	100MHz, 4 Channel, 2.5GS/s Sample Rate, USB connectivity, 8-bit ADC	1				
18	Digital	Test &	200MHz, 4	6				

	Storage Oscilloscope (DSO)	Measuring Equipment	Channel, 8 bit ADC, Multichrome display, USB connectivity, 5 year warranty					
19	Arbitrary Function Generator	Test & Measuring Equipment	60MHz, 2 Channel, Amplitude 1mVpp to 10Vpp, built in frequency counter 200MHz, 6 digit, memory depth 1M, 3 year warranty	6				
20	DC power Supply	Test & Measuring Equipment	3 Channels, Output 30V/3A, 30V/3A, 5V/3A, 195W, 1 Year warranty	6				
21	Digital Multimeter	Test & Measuring Equipment	Hand Held type, 4 1/2 digit display	6				
22	Digital Multimeter	Test & Measuring Equipment	Bench Top Type, 6 1/2 digit display, RMS DMM	1				
23	Precision LCR Meter	Test & Measuring Equipment	20Hz to 10MHz with 4-digit resolution in any range and 0.05% basic accuracy	1				
24	Spectrum Analyzer	Test & Measuring Equipment	100MHz, 2 Channel	1				
25	Current Probes	Test & Measuring Equipment	30A AC/DC, 120MHz	1				
26	Differential High Voltage Probe	Test & Measuring Equipment	100V	1				
27	8086/8088 Microprocessor Trainer	TRAINER KIT	Low cost with on- board USB port, LCD and provision for optional PC	6				

			Keyboard					
28	Class C Amplifier	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
29	AM Modulation And Demodulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
30	FM Modulation And Demodulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
31	DSB Modulation And Demodulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
32	AM Transmitter	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
33	FM Transmitter	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
34	SSB Modulation and Demodulation with Filter and Phase Shift Method	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
35	Sampling Theorem	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
36	Pulse Amplitude Modulation Trainer KIT	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
37	Pulse Width Modulation Trainer KIT	TRAINER KIT	Low cost trainer kit with LED indicators and	6				

			test points					
38	Pulse Phase Modulation Trainer Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
39	Pulse Code Modulation and De-Modulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
40	PCM a Law u Law	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
41	Delta Modulation and De-Modulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
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43	ISI and EYE Diagram Trainer	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
44	FSK Modulation and De-Modulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
45	ASK Modulation and De-Modulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
46	BPSK Modulation and De-Modulation Kit	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
47	QPSK Modulation and De-Modulation	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				

	Kit							
48	Line Code Trainer	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
49	PN Sequence	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
50	Match Filter Trainer	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
51	DSSS Trainer	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
52	FHSS Trainer	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
53	FDM Trainer	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
54	TDM Trainer	TRAINER KIT	Low cost trainer kit with LED indicators and test points	6				
Total of all consumable items (in figures)								
Total of all consumable items (in words)								

Note:

1. Wherever there is any discrepancy between figures and words of the total value(s), the value mentioned in words shall prevail.
2. Rates quoted should be inclusive of all Transportation charges.
3. Lowest bidder (L1) will be evaluated based on Total value for each of the Category.
4. AMC Charges will not be taken into consideration while finalising the Lowest Vendor.