

**Tender No. 60(5)2016-NIELIT-HQ-Part-1**  
**National Institute of Electronics and Information Technology (NIELIT)**  
**(An Autonomous Scientific Society under Department of Electronics and Information**  
**Technology (DeitY), Ministry of Communications and Information Technology,**  
**Electronics Niketan, 6, CGO complex, Lodhi Road, New Delhi-110003)**

**eTender Document**  
**For**  
**Procurement of Real Presence Group 500**  
**And**  
**Up-gradation of RMX 2000 & HDX End Point**

Price of this Tender Document: Rs. 1000/- Only by DD (non-refundable).

<b>Tender Publishing Date</b>	<b>02-Aug-2016 (11:00 AM)</b>
<b>Tender Document Download Date</b>	<b>02-Aug-2016 (11:00 AM)</b>
<b>Pre bid meeting</b>	<b>22-Aug-2016 (11.00AM)</b>
<b>Tender Submission Start Date</b>	<b>30-Aug-2016 (2.00 PM)</b>
<b>Tender Submission closing Date &amp; Time</b>	<b>20-Sep-2016 (03:00 PM)</b>
<b>Tender Opening Date &amp; Time</b>	<b>21-Sep-2016 (03.00PM)</b>
<b>Estimated Tender Value</b>	<b>₹ 360.00 Lakh</b>
<b>Tender Document Cost</b>	<b>₹ 1000/- only by DD non-refundable</b>

### **IMPORTANT NOTE**

1) Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app> . The portal enrollment is free of cost. Bidders are advised to go through instructions provided at Annexure-1 regarding 'Instructions for online Bid Submission '.

2) Bidders can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app> .

3) Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.

## TENDER DOCUMENT

NIELIT, invites Online Tenders through e-Procure Portal (<http://eprocure.gov.in/eprocure/app>) from the OEMs/Authorised Dealers/Channel Partners for Supply, up-gradation and Installation of Real Presence Group 500, RMX 2000 Multi Connect Unit (MCU) and up-gradation of End Points as listed in Annexure 'A' for Procurement of Real Presence Group 500 and Up-gradation of RMX 2000 & up-gradation of HDX End Point. Detailed Technical Specifications of the items to be supplied is given in Annexure 'B'. Following instructions should be carefully noted and followed by the bidders: **Manual bids shall not be accepted.**

### GENERAL TERMS & CONDITIONS

#### 1. Legal Requirements/ Compliance

- A. a) The Bidder must be either a Sole proprietor or individual Company/ HUF/ Partnership Firm/ Cooperative Society/ Corporation.  
b) Consortium of Companies is not allowed.
  - B. The Bidder must possess a valid: -
    - VAT/ Sales Tax Registration Certificate.
    - Service Tax Registration Certificate.
    - Income Tax Registration/ PAN Number.
  - C. Bidder should provide an attested & valid copy of all the above-mentioned certificates along with the Technical bid.
  - D. The average turnover of agency shall be ₹ 10 Crores for the last 3 year (2012-13, 2013-14, 2014-15). The bidder has to submit audited balance sheet of the said 3 Financial Years.
2. The authorized dealer/channel partner/OEM should have domain knowledge and experience of executing, Implementing / setting up Tele-presence/End Points solutions. The authorized dealer/channel partner/OEM should have implemented
    - One similar assignment having value of 80% of the estimated value OR
    - Two similar assignments, each assignment having value of 60% of the estimated value OR
    - Three similar assignments, each assignment having value of 40% of the estimated valuein last 5 years for any Government organization / Semi-Government organization/ PSU / Universities/ Institutions in India (Copy of purchase order along with Completion Certificate from Client/Self Certified shall be enclosed with Technical bid ).
  3. Authorized dealers/channel partners/OEM shall have at least 2 years of experience in maintenance of OTX and VC equipments.
  4. All VC units shall be supported back to back by the OEM. Bidder is to submit proof of such back to back support arrangement with OEM and has to also submit MAF from OEM.
  5. OEM shall be liable for services and non-compliance by the vendor. OEM will discharge all warranty/support responsibilities during the warranty period directly or through any service provider/SI for the period indicated in the contract.
  6. Equipment Make & Model/Software Version must be clearly stated by the bidder in both the bids – technical and commercial.

7. Bidder is to submit Manufacturer's Authorization Form (MAF) from OEM to participate in this tender. Bids without OEM authorization will be summarily rejected.
8. The authorized dealer/channel partner/OEM should be able to extend support at all locations mentioned in Annexure A during the 1 year Warranty & 2 year AMC period against new purchase. However for existing equipments bidder should be able to support for 3 years AMC period.
9. The estimated value of the items is approximate ₹ 360.00 Lakh.
10. The qualified bidder shall supply all the spares and accessories for installation & Commissioning, as may be required during erection, initial operation of the facility till successful commissioning at NIELIT. The bidder will have to arrange / provide for all the testing equipment & tools required for successful installation, testing & acceptance, maintenance etc.
11. Deviation on lower side of specifications will not be considered. No deviations in terms & conditions of the tender document will be accepted in any case. Complete Technical literature for each of the quoted item from OEM along with make, model number, specifications, configurations, product brochures, etc. of the systems / software / equipment highlighting the special features of their offer should be supplied by the bidder along with the quotation / technical bid.
12. A scanned copy of the certificate on company letterhead, stating that the bidder hasn't been **blacklisted** by any institution/ organization/ society/ company of the Central / State Government ministry/department, or its public sector organizations during the last three years, with company stamp and signed by authorized signatory should also be uploaded.
13. The bidder should have adequate facilities, trained manpower and staff for installation, commissioning and providing maintenance support service after the sales of the equipment in India.
14. The Bidder will deploy their own manpower for the installation / integration of the equipment and should not be outsourced to any third party.
15. For a bidder, who has participated in the tender bids, it will be automatically assumed that he had accepted all the terms and conditions of the tender. A **statement specifying that the quotations are strictly as per the terms and conditions of the tender**, should be enclosed with the bids. No request for deviation in the terms and conditions of the tender will be entertained. If there is any deviation from the terms and conditions of the tender or the tenderer has uploaded conditional bids, the bid will be summarily rejected.
16. Bids should be valid for a minimum period of 180 days after the closing of the submission of bids. In case of untoward delay(if any), bidders may be requested by NIELIT to submit their willingness in writing to extend the validity of the bids for the requested period.
17. Taxes if any shall be paid as applicable.
18. The tender shall be submitted online in two parts, viz., technical bid and price bid.

**a. Technical Bid** - The following documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- i) Scanned copy of the valid Service Tax Registration No. of the bidder from Service Tax Department of the Government of India, scanned copy of the valid registration number of the firm along with the CST/VAT No. allotted by the sales tax department, as well as PAN number of the firm allotted by the income tax department and Tender Acceptance Letter (Annexure-2) failing which bidder's bid may be rejected.
- ii) Scanned copy of technical specifications of the items offered along with the supporting literature, brochures, drawings, names of the supplier / manufacturer, standard warranty period as offered by OEM and commercial terms, etc.
- iii) Scanned copy of documents like copies of DDs for Tender document Cost & Earnest Money Deposit etc. should be uploaded on the portal. The original payment instruments like Demand Draft etc as specified in this tender document have to be sent to the following address

The Joint Director (Systems)  
NIELIT, Electronics Niketan,  
6 CGO Complex, New Delhi-110003  
by post/speed post/courier/by hand on or before Bid submission  
Closing Date & Time . Otherwise the tender will be summarily  
rejected without assigning any reason.

#### **b. PRICE BID - Schedule of price bid in the form of BoQ\_RPG .xls**

The below mentioned Financial Proposal/Commercial bid format is provided as BoQ\_RPG.xls along with this tender document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ\_RPG.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.

19. L1 shall be evaluated on total amount inclusive of taxes as mentioned in the Financial Bid Format.
20. The Bids must be submitted **online only** at CPPP website: <https://eprocure.gov.in/eprocure/app>. on or before the due date, i.e., **20-09-2016 by 03:00 P.M.** Bids, submitted after the due date & time are liable to be rejected. The Technical bids received online will be opened on 21-09-2016 3:00 PM.
21. Tenderer is duty bound to observe all the Laws, Rules, Regulations, Policies, Procedures and Guidelines of the Central Vigilance Commission and Government of India as in force from time to time.
22. NIELIT reserves the right to accept or reject any bid or cancel tender proceedings without assigning any reason whatsoever.
23. NIELIT reserves the right to change (increase/decrease) the quantity of items to be procured or to place Purchase Order for the selected items only, that is, some of the items may be omitted from procurement in entirety.
24. Incomplete quotations are liable to be rejected.

25. All the pages and write-up/documents uploaded with the quotation should be sequentially numbered and shall be signed by authorized signatory with organization's rubber stamp.
26. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail.
27. The bidders shall not submit Conditional tenders, tenders with suggestions on whatsoever ground, such tenders shall be summarily rejected and in such case NIELIT may forfeit the EMD also.
28. Any attempt of direct or indirect negotiation on the part of the tenderer with the authority who is competent to finally accept it after the submission of the tender; or any other endeavour to secure any interest or any influence by the tenderer by any means for acceptance of a particular tender will render the tenderer liable to be excluded from consideration. In this regard the bidder will sign an Integrity Pact which is attached as an Annexure.
29. The rates are to be quoted by the bidders in Indian Rupees only and payment shall be made to successful bidders in Indian Rupees only. Statutory applicable taxes (Sales Tax, VAT, Service Tax, etc.) should be mentioned separately in the Financial Bid. **L1 will be evaluated on total price quoted inclusive of Taxes.** However quote should be inclusive of all other levies, statutory taxes and charges such as Octroi, Packaging & Forwarding charges etc. and should be delivered at the premises of respective, NIELIT Centres as mentioned in **Annexure A**. All prices shall be fixed and shall not be subject to escalation of any description. The rates must be quoted strictly as per the 'Financial Bid Format' provided in Annexure 'D'.
30. **SUPPLY**
  - (a) All the items will be supplied on the locations mentioned in **Annexure A**, for inspection and installation by bidder. All the expenses involved in shipping (Entry Tax etc.) the equipment to the NIELIT Centres will be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility of the Bidder. NIELIT will have the right to reject the component/equipments supplied. If it does not comply with the specifications at any point of installation/inspections.
  - (b) All licenses applicable for the softwares and software subscriptions should in the name of "National Institute of Electronics and Information Technology (NIELIT)".
31. **INSPECTION:** NIELIT or its representative shall have the right to inspect or to test the items to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspector at no charge to NIELIT. In case any inspected or tested goods fail to conform to the specifications, NIELIT may reject them and supplier shall either replace the rejected goods or make all alterations necessary to meet specification required free of cost to NIELIT
32. **EARNEST MONEY DEPOSIT (EMD):** The Technical Bid must be accompanied by **scanned** copy of Demand Draft for Earnest Money Deposit as well as Tender Document cost, as stated in **Annexure 'C'** drawn on any Nationalized Bank/scheduled bank in favour of NIELIT New Delhi. EMD shall be valid for a minimum period of 90 days from the closing date (original) of the tender. Quotations uploaded without EMD will be rejected.

33. **The DD in physical form duly sealed in envelope superscribed with “DDs towards EMD and Tender Document cost for the tender no. <Tender No> for Procurement of Real Presence Group 500 And Up-gradation of RMX 2000 & HDX End Point” shall be dispatched/submitted at NIELIT Office at the address mentioned below:**

The Joint Director (Systems)  
NIELIT,  
Electronics Niketan,  
6 CGO Complex,  
New Delhi-110003.

34. **Forfeiture of EMD:** The EMD will be forfeited under the following conditions:

- (a) If the tenderer withdraws or amend, impairs or derogates from the tender in any respect within the period of validity of the tender.
- (b) If the bidder withdraws the bid before the expiry of the validity period of 180 days of the bid or within the time frame of extension given by NIELIT in special case communicated before the expiry of the bid.
- (c) If the bidder fails to comply with any of the provisions of the terms and conditions of the bid document.
- (d) If the selected bidder fails to execute agreement in prescribed format and furnish the bank guarantee within the prescribed time.

35. **Return of EMD:**

- (a) The earnest money of all the unsuccessful bidders will be returned as early as possible after the expiry of the period of the bid validity but not later than 30 days of the issue of the purchase order. No interest will be paid by NIELIT on the Earnest Money Deposit.
- (b) The Earnest Money of successful bidder shall be returned after acceptance of the material subject to submission of Performance security deposit of the amount equivalent to 10% of the total price of the items supplied as per the purchase order placed. The Performance Bank Guarantee shall be valid for 60 days more after the completion of all Contractual Obligations as per the tender documents including warranty.

36. **PERFORMANCE SECURITY:**

- a) Successful bidders shall submit a Performance Security of 10% of the cost of the equipment within 15 days of the placement of purchase order.
- b) The Performance Security shall be in the form of Bank Guarantee by any Nationalized Banks/scheduled banks.
- c) The Bank Guarantee shall be valid for 60 days more after the completion of all Contractual Obligations as per the tender documents including warranty.
- d) In case, supplier either fails to deliver the items within delivery period or does not provide satisfactory maintenance service during the warranty period, the Performance Security submitted by the firm shall be forfeited.
- e) Performance Security shall be released after 60 days over and above the warranty period.

- f) Warranty will start after successful delivery, installation and commissioning of equipments and after issuing of Acceptance Certificate.
- g) The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost) resulting from the Supplier's /Bidder's failure to comply with its obligations under the Contract.
- h) No interest will be paid by NIELIT on the Performance Security.

37. The Financial Bids of only technically qualified bidders will be opened. The financial bids will be evaluated by a Tender Evaluation Committee.

**38. EVALUATION CRITERIA**

L1 shall be evaluated on total amount inclusive of taxes as mentioned in the Financial Bid Format.

**39. On Site WARRANTY Maintenance**

The warranty period for the systems shall be taken into account as per the "Warranty Requirement mentioned in the Technical Specification" from the date of completion of supply of products, its successful installation/commissioning and acceptance by NIELIT, including free spare parts, kits etc, whichever is later.

The vendor shall fulfill the following conditions during warranty period:

- a) Any failure in the system or a subsystem thereof should be rectified within maximum period of 48 hours of lodging complaint at State Capitals and Sites with-public air-transport facilities
- b) Any system, failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem or where the penalty amount on account of downtime for three months has crossed 15.0% of the system value, will be totally replaced by the Vendor at his cost and risk within 30 days, from the date of last failure.

**40. DELIVERY:**

All aspects of safe delivery shall be the exclusive responsibility of the Vendor. At the destination Sites, the cartons will be opened only in the presence of nominated Officer identified by Centre Director and Vendor's representative and the intact position of the Seal for not being tampered with, shall form the basis for receipt in good condition.

The delivery of the items must be made within six (06) weeks of placement of the purchase order. Any delay by the supplier in the performance of delivery of items shall render the supplier liable to any or all of the following sanctions - forfeiture of its Earnest Money Deposit, imposition of liquidated damage as per the respective Clause (next) or / and cancellation of the purchase order for being defaulter.

Vendor must apply to the respective authority for issue of road permit /waybill in time.



Delays on account of getting relevant permits shall not make vendors' eligible for waiver of penalties.

Delivery Challan needs to be signed and stamped on completion of delivery of items. In case any discrepancy with regard to sign, stamp or date etc on above delivery challan, a mail from concern user may be treated as delivery challan.

The Vendor should install all the items at specified site without any additional charge.

41. **PENALTY FOR LATE DELIVERY and LIQUIDATED DAMAGES:** If the supplier fails to either deliver any or all of the goods or do not complete the installation within the period as specified in the purchase order, NIELIT shall without any prejudice to its other remedies, deduct liquidated damage at the rate of one per cent (1%) of the quoted price for the delayed goods for every week or part thereof subject to a maximum of 10% of the contract value.
42. **PAYMENT**  
A pre-receipted bill in triplicate in the name of NIELIT New Delhi duly supported by purchase order, Delivery Challan, Inspection / Acceptance Certificate after installation, commissioning and testing of the items at site should be submitted to NIELIT for processing of the documents for making the payment.
43. **FORCE MAJEURE:** In the situations which are beyond the control of vendor i.e. Acts of God, War, Floods, Riot, Earthquake, General Strike, Lock outs, Epidemics, Civil Commodities, the bidder shall provide their best possible service in given circumstances.
44. **ARBITRATION:** In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms herein above contained or any claim or liability of the party, the same shall be referred to the independent arbitrator to be nominated by Director General, NIELIT and vendor. The intending party will serve notice in writing up on the other party notifying its intention for appointment of Arbitrator if both parties fail to agree by mutual consent, then NIELIT will appoint the Sole Arbitrator. The provisions of Arbitration and conciliation Act 1996 shall apply. The Arbitration proceedings shall be held in New Delhi. The Arbitrator will give reason for his award and the award passed by the Arbitrator shall be final and binding upon both the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act 1996, or of any modifications or reenactment thereof including the rules framed there under.
45. **Jurisdiction:** All disputes arising over these terms and conditions shall be in the exclusive jurisdiction of courts in Delhi.
46. **Contractual Obligations**
  - a. The vendor will deliver, install, integrate, testing and commissioning of equipments at all locations mentioned in Annexure A.
  - b. During the warranty period (03 years) the vendor will provide all the hardware, software, firmware etc. free of cost to enable the functioning and running of the system.

### **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 information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app> .

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click **here to Enroll**” on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class 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.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be

moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / 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 prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the 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 numbers for the helpdesk are 0120-4200462, 0120-4001002 and mobile number 91 88262-46593.

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date: \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Tender Reference No: 60(5)2016-NIELIT-HQ-Part-1**

**Name of Tender / Work: -**

Procurement of Real Presence Group 500 and Up-gradation of RMX 2000 & HDX  
End Point

**Dear Sir,**

**1.** I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

\_\_\_\_\_  
\_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

**2.** I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_ to \_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), 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/ organisation 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 and initiate legal action under Prevention of Corruption Act 1988 and stipulations contained in Indian Penal Code.

**Yours Faithfully,**

**(Signature of the Bidder, with Official Seal)**

## List of Items

S.NO	Description of the Items with Location	Quantity	
1	Real Presence Group 500	17	
1	NIELIT Delhi	10	NIELIT Shimla
2	NIELIT Lucknow	11	NIELIT Ranchi
3	NIELIT Jammu	12	NIELIT Chuchuyimlang
4	NIELIT Leh	13	NIELIT Kokrajhar
5	NIELIT Senapati	14	NIELIT Jorhat
6	NIELIT Chur Chandrapur	15	NIELIT Lunglei
7	NIELIT Tazpur	16	NIELIT Ropar
8	NIELIT Silchar	17	NIELIT Pasighat
9	NIELIT Patna		
2	Up-gradation of RMX 2000 from 20 ports to 40 ports at NIELIT HQ New Delhi	01	
3	Up-gradation of HDX End Points (with Eagle Eye Director)	15	
1	NIELIT Aurangabad	9	NIELIT Gangtok
2	NIELIT Srinagar	10	NIELIT Agartala
3	NIELIT Calicut	11	NIELIT Aizwal
4	NIELIT Gorakhpur	12	NIELIT Shillong
5	NIELIT Chandigarh	13	NIELIT Kohima
6	NIELIT Ajmer	14	NIELIT Itanagar
7	NIELIT Kolkata	15	NIELIT Imphal
8	NIELIT Chennai		

### Technical Specifications

A	<b>Polycom Group 500 FULL HD ENDPOINT - with Polycom EagleEye Director Camera. Offer Should include Onsite/Remote implementation and Onsite support for 3 years</b>	
S. No.	Feature	Specification
1	Package	Full HD 1080p camera, Full HD 1080p Codec, Microphone, Cables, and Wireless Remote Control
2	Protocols	<ul style="list-style-type: none"> <li>• H.323 and SIP Compliant</li> <li>• H.261, H.263, H.264. The system should support higher Video Compression protocols such as H.264 SVC/H.265</li> <li>• H.239 , BFCP</li> <li>• H.263 &amp; H.264 Video error concealment</li> <li>• G.711, G.722, G.722.1 audio protocols</li> <li>• H.281 far end camera control</li> </ul>
3	Video Inputs	<ul style="list-style-type: none"> <li>• It should have 1 x HD Camera Interface.</li> <li>• It should have another inbuilt 2 x HDMI/DVI/VGA port for PC, Document Camera etc.</li> </ul>
4	Video Outputs	It should have at least 2 x HDMI/DVI ports to connect displays.
5	Main Video Resolutions	Shall work in high definition video resolution of 1080p60fps for live video for both Transmit and receive
6	Content Resolutions	The system should support 1080p30fps content along with 1080p30fps Main Video
7	Camera	<ul style="list-style-type: none"> <li>• Full HD 1080p 60 fps</li> <li>• 1280 x 1080p CCD imager</li> <li>• Zoom - 12X or more</li> <li>• Field of View - 250 Degrees or Higher Horizontal FOV</li> <li>• Camera should be supplied with cable of min. 3 mts.</li> <li>• It should have capability to enhancing video conferencing experience with advanced speaker-tracking technology such that it automatically scans the room and seamlessly commands the main camera to appropriately frame the speaker during a call without any manual intervention.</li> </ul>
8	Audio Inputs	<ul style="list-style-type: none"> <li>• It should support 3 nos of Omni Directional Microphones either directly or through array. One Mic should be supplied Day One</li> <li>• It should have additional Audio Input for PC Audio</li> </ul>
9	Audio Outputs	<ul style="list-style-type: none"> <li>• It should have at least 1 x HDMI port</li> <li>• It should have at least 1 x 3.5mm/RCA Stereo Line-Out port</li> </ul>
10	Network	<ul style="list-style-type: none"> <li>• Should have 100/1000 Mbps auto speed Ethernet port</li> <li>• Support Data Rate of 6 Mbps or more on IP (H.323 and SIP)</li> </ul>
11	Multipoint	The system should be upgradable to connect to 5 more locations all with HD resolution (1+5) using the inbuilt capability
12	Other Ports	Serial/Ethernet control port for integrating with external control system
13	Other Features	<ul style="list-style-type: none"> <li>• Should work with IPv4 and IPv6 addressing schemes</li> <li>• Should support QOS (Quality of Service) definitions</li> <li>• Should support H.460.X Firewall traversal protocol</li> <li>• Global Directory / Centralized directory support</li> </ul>
14	Power	Should operate on 230v, 50 Hz Power supply

<b>B</b>	<b>Polycom RMX 2000 - Upgradation of Existing RMX 2000 to support 40 Ports of HD 720p. Offer should include Onsite/Remote implementation and Onsite support for 3 years</b>	
<b>S. No.</b>	<b>Description</b>	<b>Specification Parameter</b>
1	Existing MCU	NIELIT already has working Polycom RMX2000 MCU - Serial No - VR2120621009
2	System Capacity	<ul style="list-style-type: none"> <li>The Existing MCU should be upgraded to support 40 ports at HD720p (transmit and receive) up to 4Mbps on IP in continuous presence mode with 30fps and H.264 resolution and AES encryption on the same MCU.</li> <li>The same MCU when working at a resolution of 1080p(transmit and receive) should support a minimum of 20 ports.</li> <li>The MCU should support flexible resource allocation so that if a SD endpoints joins a call then it should consume a SD port and not a HD 720p or 1080p port.</li> <li>Additionally, the same MCU should be field upgradable on the same chassis without cascading to support 100 ports at HD1080p with 30fps/ 200 ports at HD 720p to meet the future requirements of NEILIT.</li> <li>The MCU should be able to maintain the dynamic resource allocation capacity for 1080p, 720p and SD participants simultaneously without having to reboot or change any configuration.</li> </ul>
3	Video Standards and Resolutions	<ul style="list-style-type: none"> <li>The MCU should support H.323, SIP standards for communications.</li> <li>The MCU should support H.261, H.263, H.264 AVC/ SVC, H.264 High Profile</li> <li>The MCU should support 1080p 60 fps, 1080p 30 fps, 720p 60 fps and 720p 30fps</li> <li>The MCU should have features to support TelePresence Layouts / TIP Protocol to support integration with existing Polycom OTX300 Units installed at New Delhi and Guwahati.</li> </ul>
4	Content Standards and Resolutions	<ul style="list-style-type: none"> <li>The MCU should support content sharing using standard based H.239 and BFCP over SIP with HD1080 resolution.</li> <li>The MCU should support H.239 and encryption in SIP &amp; H.323 modes</li> </ul>
5	Audio Standards and Features	<ul style="list-style-type: none"> <li>It should support G.711, G.729A, G.722, G.722.1, AAC-LD or better</li> <li>It should support 20kHz bandwidth with crystal clear audio and stereo sound.</li> <li>Automatic Gain Control and Automatic Noise Suppression</li> <li>Keyboard noise reduction and instant adaptation echo cancellation</li> </ul>
6	MCU Features	<ul style="list-style-type: none"> <li>The MCU shall support aspect ratio of 16:9 and 4:3</li> <li>The MCU shall support a mix of resolutions in both Voice Activated mode and Continuous Presence. Each endpoint shall receive at the maximum of its capacity without reducing the capacity of another.</li> <li>The MCU shall support user management by implementing</li> </ul>



		<p>strong password, aging rules for passwords, displaying login records, implementing maximum no. of concurrent user sessions and user session timeout etc.</p> <ul style="list-style-type: none"> <li>• Dynamic CP layout adjustment (MCU will choose the best video layout according to the number of participants in the conference). Must support embedded site naming, Active speaker with border highlight and active speaker indication for active video participant. The MCU must also support the ability to view at least 16 sites simultaneously on the screen. These sites can be any sites as selected by the administrator and not restricted to the last 16 sites that were active.</li> <li>• The MCU should support distributed architecture with intelligent and automatic call routing.</li> <li>• The MCU should be able to natively register and authenticate with the Microsoft Lync server, as well as an H.323 gatekeeper</li> </ul>
7	Conference Feature	<ul style="list-style-type: none"> <li>• The MCU shall support conferences that permanently exist but use no resources if no participants are in the conference.</li> <li>• The MCU shall support an embedded reservation plug-in for scheduling calls without need for external scheduler.</li> <li>• Lecture and presentation mode</li> <li>• The MCU shall allow users to create conferences on the fly from their endpoints without the need of an operator and PC.</li> <li>• The MCU should support User and managed mute control, DTMF support, Echo and keyboard noise suppression, Echo cancellation.</li> <li>• The MCU shall allow participants to change the layout they see using their endpoint's remote control. This shall not affect the layout that anyone else sees.</li> <li>• The MCU must support minimum 30 conference layouts</li> <li>• The MCU must support scheduled, on demand calls and hybrid calls in any combination across Port capacity and it should be possible to schedule/support multiple multiparty conferences on the MCU from day one.</li> </ul>
8	Network and Security Features	<ul style="list-style-type: none"> <li>• The MCU shall support AES encryption using H.235 V3 for every participant without affecting any other feature, functionality or port count.</li> <li>• The MCU must support separation of management and media networks.</li> <li>• The MCU must support TLS for SIP</li> <li>• QoS ---Diffserve, IP Precedence. The MCU must provide standards based on method of compensating and correcting for packet loss of media streams.</li> <li>• The MCU shall interoperate with multiple vendors' endpoints. The supported mediums should be IP v4 and IP v6.</li> <li>• End to end solution should be from same OEM to avoid any interoperability issues. The MCU should be interoperable with endpoints of different make especially the legacy systems.</li> </ul>

<b>C</b>	<b>Polycom EagleEye Director Camera for Existing Polycom HDX Endpoints. Offer should include Onsite/Remote implementation and Onsite support for 3 years</b>	
<b>S. No.</b>	<b>Feature</b>	<b>Specification</b>
1	Package	<ul style="list-style-type: none"> <li>• Full HD 1080p camera with Speaker Tracking Capability with necessary cables and de-connectors</li> <li>• Should be able to integrate with Existing Polycom HDX Video Conferencing Units and Eagle Eye Camera</li> </ul>
2	Functionality	It should have capability to enhancing video conferencing experience with advanced speaker-tracking technology such that it automatically scans the room and seamlessly commands the main camera to appropriately frame the speaker during a call without any manual intervention.
3	Video Inputs	2 x HDCI Inputs to connect to 2 camera
4	Video Outputs	1 x HDCI Output to connect to Main Codec
5	Power	Should operate on 230v, 50 Hz Power supply

## Prefixed EMD

S.NO	Description of the Items	Quantity	Amount (₹)
1	Real Presence Group 500	17	18 Lakh
2	Up-gradation of RMX 2000 from 20 ports to 40 ports at NIELIT HQ New Delhi	01	
3	Up-gradation of HDX End Points (with Eagle Eye Director)	15	

## Financial Bid

Name of the Tenderer : \_\_\_\_\_

Address for Correspondence: \_\_\_\_\_

I/we hereby submit the consolidated financial proposal for **Procurement of Real Presence Group 500 And Up-gradation of RMX 2000 & HDX End Point**, as per the Scope of work given in this tender document within the time specified and in accordance with the terms and conditions. The rates are quoted in the prescribed format given below:

S.NO	Description of the Items	Quantity	Unit Price with 03 years comprehensive onsite warranty in ₹	Taxes/Unit (if any) In ₹	Total Amount with Taxes in ₹
A	B	C	D	E	F=C*(D+E)
1	Real Presence Group 500	17			
2	Up-gradation of RMX 2000 from 20 ports to 40 ports at NIELIT HQ New Delhi	01			
3	Up-gradation of HDX End Points (with Eagle Eye Director)	15			
		<b>Total</b>			
<b>Declaration:</b> The rates quoted above are at par with prevailing market rates and services/ Products/ Goods supplied, will be of requisite specification and quality.					

Total Bid Price in Indian Rupees (In Words Rupees \_\_\_\_\_)

Note:

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

Date \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal

TEXT OF THE PRE-CONTRACT INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

BETWEEN

NIELIT

AND

-----

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the \_\_\_\_\_ (month and year) between, on one hand, the President of India, acting through Shri \_\_\_\_\_, designation of the officer, NIELIT (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (name of the Stores/ Equipment/ Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any

bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.  
Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator/ authorized government sponsored export entity of the stores and has

not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.



4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 5. Earnest Money (Security Deposit)

5.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ as specified in the RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of \_\_\_\_\_
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument, as stated in RFP.

5.2. The Earnest Money / Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

## 6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

6.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 7. Fall Clause

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 8. Independent Monitors

8.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with the Central Vigilance Commission.

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the NIELIT, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### 9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### 10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

#### 11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### 12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_

BUYERBIDDER

Name of the Officer.

Designation

NIELIT

Witness Witness

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_