

**Inviting Quotations from
Controller of Certifying Authorities (CCA) India empanelled CAs
through e-Tender for
Supply, Installation, Integration, Implementation and Support of
Wild Card Secured Socket Layer (SSL) Certificate for the Web
Portals of NIELIT.**

Tender Ref. No: 60(5)2013-NIELIT-HQ

Dated: 03.04.2017



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

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SCHEDULE OF EVENTS

Nature of the Project	Supply, Installation, Integration, Implementation and Support of Wild Card Secured Socket Layer (SSL) Certificate for the Web Portals of NIELIT
Mode of Tendering	e-Tender(online) on URL https://eprocure.gov.in/eprocure/app
No. of covers	a) Technical Bid b) Financial Bid
Cost of Tender Fee	NIL
Approx. cost of work	Rs. 3,00,000/-
Earnest Money Deposit(EMD)	Rs. 10,000/--(Rupees Ten Thousand Only) through RTGS/NEFT. Bank details- Bank of India SB A/c. no. 604820100000012; IFSC Code-BKID0006048 (on or before bid submission closing time as mentioned in the tender document).
Details of contact Person for clarifications/queries	Shri Rajendra Prasad Rai Programmer NIELIT Headquarters, Electronics Niketan, 6, CGO Complex, New Delhi - 110003 Email: rajendra@nielit.gov.in
Date & Time of Publishing of e-Tender	03-April-2017 6:30 PM
Last date of receipt of Pre-Bid queries in the prescribed format (Annexure-V) by e-mail	10-April-2017 5:00 PM
Date, Time & Venue of Pre-Bid Meeting	11-April-2017 11:00 AM
Date & Time of publishing the Minutes of Pre-bid Meeting and Start Date and Time of Uploading of Tender Document	13-April-2017 5:00 PM
Last Date, Time for Submission of Bid	24-April-2017 5:00 PM
Date & Time for Opening of Technical Bid	26-April-2017 11:00 AM
Date & Time for opening of Financial Bid	Will be communicated later to the technically qualified bidder
Validity of Bid	180 days

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) Tenderers 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.

A. LETTER OF INVITATION

National Institute of Electronics & Information Technology (NIELIT), Department of Electronics & Information Technology, Ministry of Communications & Information Technology invites Online Tenders through e-Procure Portal (<http://eprocure.gov.in/eprocure/app>) for **“Supply, Installation, Integration, Implementation and Support of Wild Card Secured Socket Layer (SSL) Certificate for the Web Portals of NIELIT”**. Manual bids shall not be accepted in any case.

B. About NIELIT

National *In*stitute of *E*lectronics and *I*nformation *T*echnology (NIELIT), an Autonomous Scientific Society of Ministry of Electronics & Information Technology (MeitY), Govt. of India, was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). The Society is engaged both in the Formal & Non-Formal Education in the area of IECT besides development of industry oriented quality education and training in the state-of-the-art areas and to establish standards to be the country's premier institution for Examination and Certification in the field of IECT. It is also one of the National Examination Body, which accredits institutes/organizations for conducting courses in IECT in the non-formal sector of IECT Education & Training.

At present, NIELIT has thirty six(36) offices located at Agartala, Aizawl, Ajmer, Aurangabad, Calicut, Chandigarh, Chennai, Chuchuyimlang, Churachandpur, Delhi, Gangtok, Gorakhpur, Guwahati, Imphal, Itanagar, Jammu, Jorhat, Kohima, Kolkata, Kokrajhar, Kurukshetra, Leh, Lucknow, Lunglei, Pasighat, Patna, Ranchi, Ropar (Rupnagar City Centre), Senapati, Shillong, Shimla, Silchar, Srinagar, Srikakulam, Tezpur, Tura, Kurukshetra with its Head quarters at New Delhi. It is also well networked throughout India with the presence of about 800 institutes.

In the Non-Formal Sector, the NIELIT is implementing the NIELIT Scheme, 'O' Level (equivalent to Foundation Level), 'A' Level (equivalent to Advanced Diploma), 'B' Level (equivalent to MCA) and 'C' Level (designed to be at M.Tech Level) are being offered. O, A & B level courses are recognized by MHRD for the purpose of employment.

The Computer literacy programme of the NIELIT is an outcome of the recommendation of National Task Force on Information Technology and Software Development. Based on the recommendation, the Society in the year 1999 has launched a programme on computer literacy viz. 'Course on Computer Concepts', now popularly known as 'CCC'. The programme equips a person to use the computers in day-to-day life for professional as well as personal use. It is an 80 hrs. programme, which has got recognition from

various State and Central Government Departments as basic course for IT/Computer literacy for recruitment and career promotions.

C. Eligibility of Bidders:

Following are the credentials for eligibility of Bidders:

1. Tender submitted by any Bidder who has been black listed by any State/ Central Government/ PSUs/Autonomous Body of Govt. of India will be rejected. Self Declaration Certificate on Non-Judicial Stamp Paper of Rs. 100/- (as per **Annexure -III**) is to be uploaded by the bidder in the eProcure Portal.
2. The bidder should be operating in the field of providing SSL solutions for the last three financial years i.e. 2013-2014, 2014-2015, 2015-2016 for State/ Central Government/ PSUs/Autonomous Body of Govt. of India. The bidder must have completed at least three (03) SSL installations in for State/ Central Government/ PSUs/Autonomous Body of Govt. of India of which at least one (01) installation must be for Wild Card SSL Installation of at least Rs. 1.0(one) lakh or more as a single contract. Scanned copy of the following documents are to be uploaded into the eProcure Portal -
 - i. Copy of order / agreement.
 - ii. Satisfactory completion certificate from the ordering authority.
 - iii. Pro-rata financial and physical progress certified by the ordering authority in case of running project.
3. The bidder must be an OEM (Original Equipment Manufacturer) or a partner/dealer of the OEM whose product they are proposing. Scanned copy of Authorization letter of the OEM or OEM Partnership/Dealership letter is to be uploaded into e-Procure Portal. If online mechanism is there to verify the OEM Partnership/Dealership, then the URL along with the steps to verify the same shall be provided to NIELIT during submission of tender in e-Procure.
4. The Bidder must have Valid PAN Registration. Scanned Copy of PAN card is to be uploaded by the Bidder in the eProcure Portal.
5. The Bidder must have Valid Service Tax Registration. Scanned Copy of Service Tax Registration is to be uploaded by the Bidder in the eProcure Portal.

6. Copy of Certifying Authority Certificate under Controller of Certifying Authorities (CCA) India, which is currently empanelled and valid.

D. SCOPE OF WORK

1. The bidder shall supply, install & configure the SSL certificate on VM(s)/ Server(s) at National Data Centre, Shastri Park, NIC, New Delhi where NIELIT's online web portals/services have been deployed.
2. The above mentioned certificate should get installed by the bidder on our existing application server(s) platform.
3. The Wild Card SSL is required for a validity period of 03 years from the date of issue of the Certificate.
4. The bidder shall integrate the above mentioned components with all the existing as well as new & upcoming modules and successfully implement the complete solution at NIELIT Servers in consultation with the concerned teams.
5. Technical support, Installation, upgrades, updates and applying patches should be provided during support period without any additional cost. The support should include fixes, patch upgrades and any other appropriate correction required for the SSL to be always on the latest available version.
6. For the installation, testing and post installation support activities the bidder should coordinate with NIELIT team as well as the concerned teams of the National Data Centre, Shastri Park, NIC, New Delhi,.
7. The SSL certificate will be applicable for 01 main domain i.e. nielit.gov.in & 10 sub-domains (*.nielit.gov.in) as under :
 - i. www.nielit.gov.in
 - ii. onlineaccr.nielit.gov.in
 - iii. placement.nielit.gov.in
 - iv. student.nielit.gov.in
 - v. pareeksha.nielit.gov.in
 - vi. pareekshaservicepar.nielit.gov.in
 - vii. pareekshalinux.nielit.gov.in
 - viii. pareekshapanel.nielit.gov.in
 - ix. dlaccr.nielit.gov.in
 - x. econtent.nielit.gov.in

Note: Provision should be there for adding/deleting atleast 11 more such Sub-domains in future (during installation and during support period) and reissuance of SSL Certificates (if required) in future (during installation and during support period) without any additional cost to NIELIT.

8. Following are the essential features are to be supported by Wild Card SLL SSL certificate to be issued to NIELIT:-

- i. Latest version
- ii. Site visitors should see a padlock icon in the browser and validated organization details in the SSL certificate.
- iii. Site visitors should see the Green Address Bar in the SSL certificate.
- iv. Supports Web Browser-to-Server(s) and Server(s)-to-Server(s) connections and authentications.
- v. Unlimited free re-issuance of certificate during lifetime validity of SSL. Reissuance shall be required due to minor errors which may occur during the deployment of SSL Certificates or during post-implementation phase as specified under Support-Period Clause.
- vi. Expiry notifications.
- vii. Minimum 128 bit or 256 bit SSL encryption.
- viii. Min. 2048-bit key strength.
- ix. Should not be limited to one single VM/physical server, rather it should support as many VM(s)/physical server(s).
- x. Should support primary domain e.g. nielit.gov.in & all the sub domains under it.
- xi. Wild Card SSL Certificate shall be Trusted and Supported by 99% of all the versions of all the Web Browsers viz. Google Chrome, Mozilla Firefox, Opera/Safari, Microsoft Edge, Netscape and Internet Explorer.
- xii. Customer/Technical Support should be available 24x7 Telephonic, E-mail and Ticket.
- xiii. It should secure all the sub-domains belonging to nielit.gov.in.

9.Integration and Testing:

- a) The bidder shall be responsible for successful implementation of the complete solution on the VM(s)/Server(s) of the NIELIT on NIC Cloud in consultation with the concerned teams including its integration and testing with:
 - i. Primary Domain of NIELIT i.e. nielit.gov.in
 - ii. Website of NIELIT i.e. www.nielit.gov.in
 - iii. Placement Portal of NIELIT – placement.nielit.gov.in
 - iv. Online Accreditation Portal of NIELIT i.e. onlineaccr.nielit.gov.in
 - v. Pareeksha Web Portal and its services –
➤ pareeksha.nielit.gov.in

- pareekshalinux.nielit.gov.in
- pareekshaservicepar.nielit.gov.in
- Pareekshapanel.nielit.gov.in
- vi. eContent Web Portal –
 - econtent.nielit.gov.in
- vii. Web Portal for Digital Literacy Courses–
 - dlcaccr.nielit.gov.in
- viii. Any other domain to be added in future (as per the terms and conditions of this RFP).

- b) The bidder shall provide the training on technicalities of integration and deployment along with technical documentation in respect of the same.
- c) The bidder shall carry out User Acceptance Testing in coordination with the NIELIT Technical team.

10. Post Implementation Support (During lifetime of SSL Validity):

System Maintenance & Support services will include the following activities:

- 24 x 7 online support/Telephonic support during business hours
- Any Problems/Issues/Defects in the issued Certificate, the bidder should be liable to replace the same without any additional cost to NIELIT.
- Technical / User support to NIELIT Technical team for using Certificate
- Free web/mail support.
- Installation and usage help

Any problems / issues faced during the generation / installation of the certificates should be taken care of. Also, the vendor should incorporate any changes, in the issuance of the SSL certificate as guided by CCA during the validity period.

11. Service Level Expectations:

- a) Provide timely notification to client for upcoming SSL certificate renewals.
- b) Online provisioning of new SSL certificate(s) as requested by client in timely manner.
- c) Provide technical support to NIELIT for SSL certificate installation issues.
- d) Incase if there are any regulatory changes as guided by CCA the vendor should incorporate the same while
- e) issuing the EVSSL(Extended Validation SSL) certificates

E. DELIVERABLES BY THE SELECTED BIDDER

The selected bidder would be required to submit the following deliverables:

Sl. No.	Scope of Work / Task	Timeline
a.	Issuance and Implementation of WildCard SSL on NIELIT Servers	30 days from the date of issue of Work Order
b.	Resolving the technical issues through Customer/Technical Support by Telephonic, E-mail and Ticket.	Within 48 Hours from logging the issue by NIELIT official through Telephonic, E-mail and Ticket.
c.	Support, Reissuance and implementation of SSL Certificates in Support period during SSL validity lifetime	Within 07 days from the date of reporting the issue to the vendor by NIELIT Officials.

F. TERMS OF PAYMENT

The payment schedule is given below:

- 1.The payment will be processed after installation, commissioning and testing of the SSL Certificates.
- 2.The payment will be made only after submitting satisfaction certificate by NIELIT officer in-Charge in the matter.
- 3.No claim for interest in case of delayed payment will be entertained by the Institute.
- 4.The currency or currencies in which payments shall be made to the Bidder under this Contract shall be Indian Rupees (INR) only and shall be paid only after successful completion, implementation, hosting and sign off of the UAT of the Certificate Installation.
- 5.No advance payment shall be made including payments of handling charges/service charges etc. under any circumstances to the bidder.
- 6.All remittance charges will be borne by the bidder.
- 7.In case the bidder fails to execute the contract, NIELIT shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- 8.Amount payable to the Service Provider as stated in the Contract shall remain non-negotiable and fixed during the tenure of the Contract. The prices quoted shall not be conditional /optional.

G. Tax deduction at source:

- 1.All Central/State Govt. /Local Body Levies as applicable from time to time shall be deducted at source from the payment to the Supplier/ Bidder as per the respective law in force at the time of execution of contract. NIELIT shall deduct at source taxes/duties under any other law/statute

as may be applicable at the time of making payments. The supplier shall furnish to the purchaser registration No. under works tax and PAN(for TDS), as applicable

2. For all services supplied, the Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed/incurred until delivery of the contracted products or services.
3. If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Bidder or its employees in connection with performance of the Contract, an adjustment as per the terms of this RFP shall be applicable and Contract Price shall be made to take into account any such change in such manner as prescribed herein the RFP.

H. Rates/ Prices

The rates quoted shall remain firm during the period of contract.

I. BID SUBMISSION:

The tender shall be submitted on Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> in two parts, viz., technical bid and price bid.

Bidder is expected to examine all instructions, forms, terms and requirements in the bid document. Failure to furnish all information as required in the bid document or to submit a bid not substantially responsive to the bid document in any respect may result in the rejection of the bid.

The bids shall remain valid for a period of 180 days from the last date of submission of tender.

i. Technical Bid submission:

The following documents are to be uploaded by the bidder along with signed stamped (authorized) copy of the **Technical Bid**:

S. No.	Eligibility of the Bidder	Certificate to be uploaded in eProcure Portal
1.	Tender submitted by any Bidder who has been black listed by any State/ Central Government/ PSUs/Autonomous Body of Govt. of India will be rejected.	Self Declaration Certificate on Non-Judicial Stamp Paper of Rs. 100/- (as per Annexure –III) is to be uploaded by the bidder in the eProcure Portal.
2.	The bidder should be operating in	Scanned copy of the following

	<p>the field of providing SSL solutions for the last three financial years i.e. 2013-2014, 2014-2015, 2015-2016 for State/ Central Government/ PSUs/Autonomous Body of Govt. of India.</p> <p>The bidder must have completed at least three (03) SSL installations for State/ Central Government/ PSUs/Autonomous Body of Govt. of India of which at least one (01) installation must be for Wild Card SSL Installation of at least Rs. 1.0(one) lakh or more as a single contract.</p>	<p>documents are to uploaded into the eProcure Portal -</p> <p>i.Copy of order / agreement.</p> <p>ii.Satisfactory completion certificate from the ordering authority.</p> <p>iii.Pro-rata financial and physical progress certified by the ordering authority in case of running project.</p>
3.	<p>The bidder must be an OEM (Original Equipment Manufacturer) or a partner/dealer of the OEM whose product they are proposing.</p> <p>If online mechanism is there to verify the OEM Partnership/Dealership, then the URL along with the steps to verify the same shall be provided to NIELIT during submission of tender in e-Procure.</p>	<p>Scanned copy of Authorization letter of the OEM or OEM Partnership/Dealership letter is to uploaded into e-Procure Portal.</p>
4.	<p>The Bidder must have Valid PAN Registration.</p> <p>The Bidder must have Valid Service Tax Registration.</p>	<p>Scanned Copy of PAN card is to be uploaded by the Bidder in the e-Procure Portal.</p> <p>Scanned Copy of Service Tax Registration is to be uploaded by the Bidder in the e-Procure Portal.</p>
5.	<p>Certifying Authority under Controller of Certifying Authorities (CCA) India, which is currently empanelled and valid.</p>	<p>Copy of Certifying Authority Certificate under Controller of Certifying Authorities (CCA) India, which is currently empanelled and valid.</p>

ii. EARNEST MONEY DEPOSIT (EMD):

EMD of Rs.10,000/-(Rupees Twenty Five Thousand Only) has to be submitted through RTGS/NEFT on or before bid submission closing time as mentioned in the tender document. Bank details are as under:

Bank of India

SB A/c. No. 604820100000012

IFSC Code-BKID0006048

Bid uploaded without EMD are liable to be rejected.

Scanned copy of the RTGS / NEFT payment certificate shall also be uploaded on e-Procure portal during bid submission.

iii. Forfeiture of EMD:

The EMD will be forfeited under the condition:

- 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.

iv. Return of EMD:

- a. The earnest money of all the unsuccessful tenderers will be returned as early as possible after the expiration 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 the submission of Performance Bank Guarantee of the amount equivalent to 10% of the total price of the work order.

v. FINANCIAL BID: Schedule of financial bid in the form of BOQ_XXXX .xls

- a. The Financial bid format is to be submitted as provided as per BoQ_SSL.xls (format as per Annexure IV) file only which is available with the tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_SSL.xls as it is and quote their offer/rates in the permitted column and upload the same in the financial bid section. 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.

- b. 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. Any statutory applicable taxes such as Sales Tax, VAT, Service Tax, etc. should be mentioned separately in the Financial Bid. However quote should be inclusive of all other levies, statutory taxes and charges. The rates must be quoted strictly as per the 'Financial Bid Format' provided in **Annexure 'IV'**.

vi.Criteria for Evaluation of Financial Bids:

The Financial Bids of the technically qualified bidders will only be opened and evaluated.

- a. The rate should not be provided as percentage figure but in absolute Indian Rupees.
- b. The rate quoted shall be reasonable as per the prevailing market and valid till the completion of the project.
- c. All bids shall be ranked as L1, L2, L3..... and work will be awarded to L1 (Lowest quote) as per the total amount (E) quoted by the bidder in the BoQ document.

J. GENERAL INSTRUCTIONS

1. Pre-Bid Meeting

- a. NIELIT shall hold a pre-bid meeting with the prospective bidders on 11-04-2017 11:00 A.M at Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi - 110003
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Sh. Rajendra Prasad Rai, Programmer, e-mail rajendra@nielit.gov.in before 10-04-2017 5:00 PM in the prescribed format as Annexure-V. All queries to be raised in the pre-bid meeting will relate to the Tender only.
- c. The minutes of pre-bid meeting shall be treated as a part of the tender document.

2. Bid Rejection:

- a. In order to assist in the examination, evaluation and comparison of Bids, the Evaluation Committee may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought offered or permitted.
- b. The NIELIT's decision in this regard shall be final & binding and no further discussion/interface shall be held with the bidders whose bids are technically disqualified/ rejected.

- c. Incomplete quotations are liable to be rejected.
- d. Conditional tenders, on whatsoever ground, shall not be accepted and shall be summarily rejected.
- e. 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.

3. Opening of Technical Bids

Evaluation of the bids will be done by the Evaluation Committee constituted by NIELIT. Decision of the Committee would be final and binding upon all the Bidders. The Evaluation Committee will first open the Technical Bid, in the presence of the representatives of the Bidders who wish to attend, at the time and date as mentioned in the **Date Sheet**. In the event of the specified date of Bid opening being declared a holiday for the Ministry, the Bids shall be opened at the scheduled time and location on the next working day. It is, therefore, advised to send a responsible, authorized and senior representative so that clarifications, if any, can be given on the spot.

4. Award of contract:

- a. Selected bidder on L1 basis will be offered the assignment.
 - b. On written communication from NIELIT for assigning the work, the bidders will sign the contract within 15 days of such communication, failing which the offer shall be treated as withdrawn and EMD forfeited.
 - c. NIELIT will select bidder for availing the services during the period of contract, which will be for 180 days and the bidder shall complete the work within six months in all respect.
5. The Bids must be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. on or before the due date, i.e., 24 April 2017 by 05:00 P.M.
6. 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.
7. NIELIT reserves the right to accept or reject any bid or cancel tender proceedings without assigning any reason whatsoever.
8. All the pages and writeup /documents uploaded with the quotation should be sequentially numbered and shall be signed by authorised signatory with organisation's rubber stamp.

9. Announcement of Bids

The bidders' names, bid withdrawals and the presence or absence of the

requisite EMD and such other details as considered appropriate shall be announced at the time of technical bid opening.

10. Contract Documents (Non - Disclosure Agreement)

- a. Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Bidder shall not, without prior written consent from NIELIT, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of NIELIT in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract.
- b. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance. The Bidder shall not, without prior written consent of NIELIT, make use of any document or information made available for the project, except for purposes of performing the Contract. All project related documents issued by NIELIT, other than the Contract itself, shall remain the property of NIELIT and shall be returned (in all copies) to NIELIT, on completion of the Bidder's performance under the Contract if so required by NIELIT.

11. Acceptance of Tender application will be intimated to the successful bidder through a letter of intent (LOI) duly signed by the authorized signatory of the NIELIT.

12. NIELIT reserves the right to cancel the agreement by giving one month notice in writing without assigning any reason whatsoever. The contract shall be terminated if the service of the agency is not found satisfactory or the agency changes the rate of contract during the contract period. In case the agency fails to execute the job as per the terms and condition of the agreement, the balance / total work will be got executed through other agencies at the agency's risk and cost.

13. The losses to NIELIT which are directly attributable to the agency shall be deducted from the bills /adjusted from the performance guarantee.

14. FORCE MAJEURE:

If any time, during the contract period, the performance in whole or in part by either party of any obligation under this agreement shall be prevented or delayed by reason of any war or hostility, acts of public enmity, civil commotion, sabotage, fire, floods, explosions, bad weather, earthquake or similar natural calamities, epidemics, strikes, lockouts or act of God (hereinafter referred to as events) then any force majeure condition herein mentioned occur and continue for a period exceeding 15 days, the parties here to undertake to sit together and devise for expeditious and proper performance of the obligations of the parties under this agreement.

15. All payments to the Bidder/agency shall be made through RTGS only for which they are required to submit the following information:

Bank Account Number of bidder/agency

Name of the Account

Bank Name

Branch Name

IFSC Code.

16. Tax deduction at source: All Central/State Govt. /Local Body Levies as applicable from time to time shall be deducted at source from the payment to the Supplier/ Bidder as per the respective law in force at the time of execution of contract. NIELIT shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The supplier shall furnish to the purchaser registration No. under works tax and PAN(for TDS), as applicable.

17. Standard of performance:

- i. The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques.
- ii. The Bidder shall adhere to professional, engineering and consulting standards recognized by international professional bodies while observing sound management, technical and engineering practices.
- iii. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to NIELIT.
- iv. The Bidder shall always support and safeguard the legitimate interests of NIELIT, in any dealings with the third party.
- v. The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in India.
- vi. The vender shall be liable to NIELIT for financial losses by way of some of system and process failure.

18. Governing Law and Choice of Forum: The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).

Any suit/legal action filed by any third party on account of the services provided by the contractor against any item related/pertaining to this project shall be settled by the contractor at its own cost. NIELIT will NOT be a party to the same.

19. Intellectual Property Rights: No software or services covered by the contract shall be developed, sold, disposed or done by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien. The Bidder

shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project.

20. Penalty Clause/ Liquidated Damages:

- i. If any of the stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the agency and not in any way attributable to the delay on the part of NIELIT, a penalty @ 2.5% of the bid value, per week (subjected to maximum 10%) may be imposed.
- ii. If the delay exceeds for the penalty of more than the maximum penalty of 10%, then the contract shall be terminated with immediate effect and no clarification/justification will be entertained by NIELIT in this regard. Further, if the delay adversely affects the quality of the contents, the Performance Bank Guarantee will be forfeited and other legal action would be initiated as per terms and conditions of contract. NIELIT may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the agency.

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

22. Confidentiality: The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or NIELIT's business or operations without the prior consent of NIELIT.

23. NIELIT also reciprocally agrees with the Bidder that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Bidder to such of its customers along with the information pertaining to its businesses and the proprietary information of the Bidder described herein as "confidential information", belonging to the Bidder and which may come into the possession or custody of NIELIT in the course of providing services by the Bidder hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly.

24. Consortium: No consortium will be entertained by NIELIT. The bidder shall hold the full responsibility of the contract. Any consortium formed by the bidder at its end which was formed either to gain entry into the agreement with NIELIT or during the project for the execution of the

agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination of contract with penalty.

25. Subcontracts: The Bidder shall not subcontract the awarded contract or part thereof.

26. Disputes and Arbitration

In the event of any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred (as per the Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof) to the sole arbitrator to be appointed by the Secretary, Ministry of Electronics & Information Technology, Government of India. The award of the arbitrator shall be final and binding on both the parties. The Delhi courts shall have jurisdiction for any disputes and the venue for arbitration shall be Delhi. Fee payable to the Arbitrator has to be shared equally by the parties.

27. Limitation of Liability: NIELIT shall not be liable, for any loss, claims, liabilities, damages, cost or expenses (“Losses”), of any nature whatsoever, in any way relating to or arising out of this Tender/Proposal/Contract or the Services for an aggregate amount in excess of the fee actually paid for the services provided under this Contract”

Additional Director (P&A)

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

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 number for the helpdesk is 1800 3070 2232.

Certificate 1: (On Official Letter Head of the Bidder)

We confirm having read, understood and accepted all the terms and conditions of this Tender as enumerated herein above. It is also submitted that we have the necessary infrastructure, expertise to handle this project and shall not outsource this project to a third party.

Signature

Designation

Name of the Agency:

Seal:

Place:

Date:

Undertaking:

I hereby certify that all the information's furnished by me are true to my knowledge.

I also certify that, I have understood all the terms and conditions indicated in the Tender document and hereby accept the same completely.

Signature of the authorized signatory of the agency

Official seal/ stamp

Date:

Place:

Annexure-III

SELF-DECLARATION – NON BLACKLISTING

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

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

Sir,

In response to the Tender No. _____ Dated ____ for “ **Supply, Installation, Integration, Implementation and Support of Wild Card Secured Socket Layer (SSL) Certificate for the Web Portals of NIELIT**, I/
We hereby declare that presently our Company/ Firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSUs/Autonomous Body of Govt. of India.

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

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Signature:-

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure – IV

Financial bid Format [*Bidders are required to submit the Financial Bid as given here on their letterhead*]

1. The financial bid has been submitted in **BoQ** file only by uploading the same on e-Procurement portal as per the process.
2. By submitting the financial bid on e-Procurement portal, bidder agrees and will abide by all the terms and conditions specified in this Annexure as well as this Tender.

Name of the Tenderer : _____

Address for Correspondence : _____

I/we hereby submit the consolidated financial proposal against the Tender for ***“Supply, Installation, Integration, Implementation and Support of Wild Card Secured Socket Layer (SSL) Certificate for the Web Portals of NIELIT”*** as per the scope of work given in this Tender document within the time specified and in accordance with the terms and conditions.

Sl. No. (A)	Description of Work (B)	Amount (INR) (C)	All applicable Taxes Amount in INR (D)	Total Amount (INR) (E) = (C)+(D)
01.	Supply, Installation, Integration, Implementation and Support of Wild Card Secured Socket Layer (SSL) Certificate for the Web Portals of NIELIT as per Scope of Work defined in the tender Document	To be Uploaded on CPP Portal in BoQ format only.		

(Amount in words:)

I undertake that:

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

Note:

- Service tax would be payable at the applicable rates as may be in force from time to time.
- For Financial Evaluation, the total amount quoted as per column (e) of BoQ document, will be considered. This Fixed amount will cover all costs/expenses of the Agency for undertaking work as detailed in the Scope of Work. The rate should not be provided as a percentage figure.
- The Bidder is advised to quote rate in absolute Indian Rupees(INR).
- The rate quoted will be valid for the period of contract from the date of opening of financial bid. The period can be extended with mutual agreement.
- No condition will be entertained and conditional bid will be liable to be rejected.
- *L1 will be identified on the basis of Total amount (E) quoted by the bidder in BoQ document.*
- The rates should be at par with the prevailing market rates and the tendered rates should not be more than the price usually charged for activities of same nature/class or description from any Private or Government Purchaser.

Yours sincerely,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

PRE-BID QUERIES FORMAT

Name of the Company/Firm:

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/Clarification

Note: - Queries must be strictly submitted only in the prescribed format. Queries not submitted in the prescribed format may not be considered/ responded at all by the tendering authority.