

**Tender No: 60(26)/2017-NIELIT-HQ**  
**National Institute of Electronics and Information Technology (NIELIT)**  
 Ministry of Electronics and Information Technology,  
 NIELIT Bhawan, Plot # 3, PSP Pocket,  
 Institutional Area, Sector 8, Dwarka, New Delhi - 110077

Tender Document for “Onsite Maintenance Contract of Tele-Presence Solution (Polycom OTX 300) installed at NIELIT HQ, New Delhi and NIELIT Guwahati for a period of 3 Years”.

<b>Tender Publishing Date</b>	14 <sup>th</sup> March 2018; 6:30 PM
<b>Tender Document Download Date</b>	14 <sup>th</sup> March 2018; 6:30 PM
<b>Last date of receipt of Pre-Bid queries by e-mail(in prescribed format at Annexure-F)</b>	Queries related to pre-bid may be sent through e-mail at <a href="mailto:partho@nielit.gov.in">partho@nielit.gov.in</a> till <b>18<sup>th</sup> March 2018; 5:00 PM</b>
<b>Pre bid meeting</b>	20 <sup>th</sup> March 2018; 11.00 AM
<b>Date &amp; Time of publishing the Minutes of Pre-Bid Meeting and Tender Submission Start Date</b>	23 <sup>rd</sup> March 2018; 5:00 PM
<b>Tender Submission closing Date &amp; Time</b>	4 <sup>th</sup> April 2018; 3:00 PM
<b>Tender Opening Date &amp; Time</b>	5 <sup>th</sup> April 2018; 3:00 PM
<b>Estimated Tender Value</b>	₹ 300 Lacs
<b>Cost of Tender Document</b>	NIL
<b>Earnest Money Deposit(EMD)</b>	₹ 15 Lacs (Rupees Fifteen Lacs) through RTGS/NEFT only.  Beneficiary Name - NIELIT Bank Name - Bank of India SB A/c. No. - 604820100000012; IFSC Code - BKID0006048 <b>(EMD shall only be paid through RTGS/NEFT on or before bid submission closing date and time as mentioned in the tender document).</b>

**IMPORTANT NOTE**

- 1) Tender documents may be downloaded from Central Public Procurement Portal (CPPP) <https://eprocure.gov.in>. 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>.
  
- 3) Tenders and supporting documents should be uploaded through CPPP. Hard copy of the tender documents will not be accepted.

**TENDER DOCUMENT**

NIELIT invites Online Tenders through CPPP (<http://eprocure.gov.in/eprocure/app>) from the OEMs/Authorised Dealers/Channel Partners for “**Onsite Maintenance Contract of Tele-Presence Solution (Polycom OTX 300) installed at NIELIT HQ, New Delhi and NIELIT GUWAHATI for a period of three years**”. **Manual bids shall not be accepted.** Following instructions should be carefully noted and followed by the bidders:

**GENERAL TERMS & CONDITIONS****1. Legal Requirements/ Compliance**

<b>Sr. No.</b>	<b>Legal Requirements</b>	<b>Scanned Documents to be uploaded in e-Procure Portal for Compliance</b>
1.	The Bidder must be a Private Limited Company / Public Limited Company registered under Company Act 1956 & Company Act 2013 / Partnership Firm. Consortium of Companies is not allowed.	Signed Scanned copy of Incorporation certificate
2.	GSTIN Registration Certificate	Signed Scanned copy of GSTIN registration certificate
3.	PAN Number	Signed Scanned copy of PAN number
4.	Audited Balance Sheet for the years 2014-15, 2015-16, 2016-17	Signed Scanned Copy of Balance Sheet
5.	The average turnover of agency shall be Rs. 50 Lacs average for the last 3 years (not earlier than FY 2014-15). Certificate from Chartered Accountant indicating the turnover in each of the last three (03) years i.e. 2014-15, 2015-16 and 2016-17.	Signed Scanned Copy
6.	The Bidder should have domain knowledge and experience of maintain, executing, implementing/setting up Video Conferencing/Tele-presence solutions of <ol style="list-style-type: none"> <li>At least one job of similar nature of approximately 80% of the tender value OR</li> <li>At least two job of similar nature of approximately 60% of the tender value OR</li> <li>At least three job of similar nature of approximately 40% of the tender value</li> </ol>	Signed Scanned copy of purchase / work order of similar nature of work.
7.	Copy of Performance certificate / completion certificate	Signed Scanned Copy
8.	Scanned Copy proof of transaction of RTGS/NEFT payment for Earnest Money Deposit.	Signed Scanned Copy
9.	Address of local office at New Delhi & Guwahati and List of manpower / service engineers available at each of the service centre listed should also be mentioned.	Signed Scanned Copy

2. OEM or authorized dealers of OEM/channel partners of OEM shall have at least 2 years of experience in maintenance of Video Conferencing/Tele-presence solutions. The

bidder preferably should point-of-presence at New Delhi and Guwahati. In case a point-of-presence is not available, then the bidder should make necessary arrangement in creating a hub for providing necessary maintenance support as per AMC.

3. The licenses for Software, if any, should be procured by the qualified bidder in the name of National Institute of Electronics and Information Technology (NIELIT), NIELIT Bhawan, Plot # 3, PSP Pocket, Institutional Area, Sector 8, Dwarka, New Delhi – 110077 and relevant document(s) for the same is also required to be delivered to NIELIT along with the media with installable software.
4. OEMs or authorized dealers/channel partners of OEMs can only participate in the tender. In case the bidder is an authorized dealer/channel partner then it shall upload scanned copy of an ink-signed certificate of their authorization of OEM dealership/channel partnership issued from the OEM for this project.
5. The total estimated value of the items in this tender is ₹300Lakh with a variation of +/- 10%.
6. A scanned copy of the certificate on a judicial stamp paper duly authorized by a notary, 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 preceding three years from the date of submission of the tender, with company stamp and signed by authorized signatory shall also be uploaded.
7. For a bidder, who has participated in the tender bids, it will be presumed that he has accepted all the terms and conditions of this tender. A declaration specifying that the quotations are strictly as per the terms and conditions of the tender, shall be enclosed with the bid. 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.
8. Bids shall 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 beyond 180 days.
9. The tender shall be submitted online in two parts, viz., technical bid and Financial Bid.
10. The bidder should furnish a certificate from the OEM that the quoted items will not reach End-of-Life in next three (03) years from the date of commissioning.

**a. Technical Bid** - The following self-attested documents are to be furnished by the bidder along with **Technical Bid** as per the tender document and details to be provided in the format provided below:

Name of Firm	
Name of Contact Person with Designation	
Registered Office Address	
Details of Incorporation of the Company. Certificate to be submitted in Technical Bid	Date:
	Ref #
Details of Commencement of Business	Date:
	Ref#
Valid GSTIN Registration no.	

Permanent Account Number (PAN)			
Address of the Firm			
Type of Firm	Public Limited	Private Limited	Partnership
Put Tick(√) mark			
Telephone/Mobile Number(s)			
Email Address			
Website URL			
Fax No.			
Certification/Accreditation/Affiliation, if Any (attach proof)			
Quality Certification if any (attach proof)			

- i) Scanned copy of the valid registration number of the firm along with the GSTIN 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 audited balance sheet for the last three (03) year i.e. 2014-15, 2015-16, 2016-17.
- iii) Scanned Copy of Certificate from Chartered Accountant indicating the turnover in each of the last three (03) years i.e. 2014-15, 2015-16 and 2016-17.
- iv) Scanned copy of Company registration, partnership deed.
- v) Scanned copy of at least two purchase / work order of similar nature of work.
- vi) Scanned copy of Performance certificate / completion certificate
- vii) Scanned copy of documents for proof of transaction of RTGS/NEFT payment for Earnest Money Deposit should be uploaded on the e-procure portal. Otherwise the tender will be summarily rejected without assigning any reason.

The Director General,  
NIELIT Bhawan,  
Plot # 3, PSP Pocket, Institutional Area,  
Sector 8, Dwarka, New Delhi 110077

**b. FINANCIAL BID - Schedule of Financial Bid in the form of BOQ\_ AMC\_OTX.xls**

The below mentioned Financial Proposal/Financial Bid format is provided as BoQ\_AMC\_OTX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this

BoQ\_AMC\_OTX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Financial Bid. **Bidder shall not tamper/modify downloaded Financial Bid template in any manner.** In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD shall be forfeited.

1. Bidder must quote AMC charges separately for 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> year. However it should be ensured by the bidder that the AMC charges for 2<sup>nd</sup> year should be between 80% - 90% of the 1<sup>st</sup> year charges and similarly the AMC charges for 3<sup>rd</sup> year should be between 80% to 90% of 2<sup>nd</sup> year AMC charges.
2. L1 shall be evaluated on total amount (1<sup>st</sup> + 2<sup>nd</sup> + 3<sup>rd</sup> Year charges) inclusive of taxes as mentioned in the Financial Bid Format.
3. The Bids must be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. On or before the due date mentioned on Page 1, bids, submitted after the due date & time shall be summarily rejected. The Technical bids received online will be opened on the mentioned dates
4. Bidder 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.
5. NIELIT reserves the right to accept or reject any bid or cancel tender proceedings without assigning any reason whatsoever.
6. 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.
7. Incomplete bids shall summarily be rejected.
8. All the pages and write-up/documents uploaded with the bids should be sequentially numbered and shall be signed by authorized signatory with organisation's seal/stamp.
9. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail.
10. The bidders shall not submit Conditional tenders, tenders with suggestions on whatsoever ground, such tenders shall be summarily rejected and in such case NIELIT shall forfeit the EMD.
11. 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 endeavor 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 G.
12. 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 GST etc.) should be mentioned separately in the Financial Bid. L1 will be evaluated on total price quoted inclusive of Taxes and as mentioned in para 13. However Unit Price quoted should be inclusive of all other levies, statutory taxes and charges such as Octroi, Packaging & Forwarding charges etc. All prices shall be fixed and shall not be subject to escalation of any description.
13. **Award of Contract:** Initially the contract shall be awarded for 1<sup>st</sup> year only. Contract for subsequent year shall be awarded / renewed based on submission of satisfactory performance certificate from the designated officer / Executive Director / Director / Director In-charge at NIELIT HQ and NIELIT Guwahati.

#### **SCOPE OF WORK**

**Objective** - NIELIT proposes to identify a Bidder for onsite Maintenance Contract for Tele-Presence Solution (Polycom OTX 300) installed at NIELIT HQ, New Delhi and NIELIT Guwahati for a period of three years.

**Scope** - NIELIT intends to invite proposal for Comprehensive Onsite Annual Maintenance Contract (03 years) for Tele-Presence Solution (Polycom OTX 300) installed at NIELIT HQ, New Delhi and NIELIT Guwahati for a period of three years.

The comprehensive AMC includes hardware and software updates/upgrades/renewals etc. NIELIT reserves the right to increase or decrease the number of systems within the contract period. In case of any decrease/increase of any equipment, the proportionate rate of the similar configuration will be applicable.

- ✓ All spares to be used shall be genuine or compatible spare parts (in that order) and the same shall be procured from the authorized dealer or Manufacturer.
- ✓ Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.

The devices/equipment to be covered under the comprehensive Onsite Maintenance Contract () under this Tender document is as under:

1. Polycom make OTX 300 (Complete Tele-Presence Solution) installed at NIELIT HQ, New Delhi.
  - 3 nos Camera
  - 3 nos Codecs/Endpoints
  - 3 nos 60" LCD Screens
2. Polycom make OTX 300 (Complete Tele-Presence Solution) installed at NIELIT HQ, Gauwhati.
  - 3 nos Camera
  - 3 nos Codecs/Endpoints
  - 3 nos 60" LCD Screens
3. **EARNEST MONEY DEPOSIT (EMD):** The **scanned** copy of proof of transaction of NEFT/RTGS payment for Earnest Money Deposit shall be uploaded in the e-Procure Portal along with the technical bid document. Quotations uploaded without EMD shall be rejected.

4. **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.
  
5. **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 an amount equivalent to 10% of the total cost of AMC 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.
  
6. **PERFORMANCE SECURITY:**
  - a) Successful bidders shall submit a Performance Security of 10% of the total value of the Purchase Order 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 of AMC as per the tender documents.
  - d) It is mandatory that for bank Guarantee to be acted upon must be routed through Structured Financial Messaging System (SFMS) from issuing Bank to our Bank by sending IFN 760 COV Bank Guarantee Advice Message. Thereafter, only physical Bank Guarantee will be taken as submitted and become operational. Our bank details for this purpose are

1	Beneficiary Name & Address	NIELIT Bhawan, Plot # 3, PSP Pocket, Institutional Area, Sector 8, Dwarka, New Delhi 110077
2	Name of Bank	Bank of India
3	Bank Branch & Address	CGO Complex
4	Beneficiary Account No.	604820100000012
5	IFSC Code	BKID0006048

- (e) Performance Security shall be released after 60 days over and above the warranty period.
- (f) AMC period of 36 months will start from the date of signing of agreement between NIELIT and AMC service provider.
- (g) The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any liquidated damages/ 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.



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

**9. Bid evaluation criteria and selection procedure**

The bidding process below specifies the procedures that would regulate the overall bidding process. It contains standard provisions that have been prepared to Design, Prepare, Advertise/ Publish, Submit, Open, Evaluate, Compare bids and Award of Contract and are to be strictly adhered to by bidder.

**A. Guiding Principle for Evaluation of Bids**

- a) The tendering authority shall determine to its satisfaction whether the bidder that is selected as having submitted the best and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- b) The determination shall be based upon an examination of the documentary evidence of the Bidder's qualification submitted by the Bidder.
- c) The tendering authority/procurement committee, in observance of the best practices, shall:-
  - i. Maintain the bid evaluation process strictly confidential as per the details below.
  - ii. Reject any attempts or pressures to distort the outcome of the evaluation, including Fraud and corruption.
  - iii. Strictly apply only and all of the evaluation and qualification criteria specified in the Bidding document.

**B. Confidentiality**

- a) Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award.
- b) Any attempt by a Bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of his Bid.
- c) From the time bid opening to the time of Contract award, if any Bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

**C. Clarification of Bids**

- a) Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the tendering authority shall not be considered.
- b) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Financial Bids.

**D. Evaluation of Bids**

- a) The tendering authority shall evaluate each Bid that has been determined, up to the stage of the evaluation, to be substantially responsive.
- b) To evaluate a Bid, the tendering authority shall consider the following:-
  - i. The bid price as quoted is in accordance with bidding document.
  - ii. Price adjustment for correction of arithmetic errors in accordance with bidding document.

**E. Evaluation of Technical Bids**

- The initial technical evaluation shall be completed by the designated Tender Evaluation Committee as early as possible after opening of technical bids.

- After approval of the technical evaluation by tendering authority, the firms which qualifies for the technical evaluation shall be informed in writing about the date, time and place of opening of their financial bids.
- The firms which could not qualify in technical evaluation will be informed accordingly. Their financial bid will not be opened and EMD refunded after completion of the bid process i.e. award of the contract to the best/ successful bidder.

F. Evaluation of Financial Bids

- a) The financial bids of bidders who qualify in technical evaluation shall be opened at the notified time, date and place by the members of Procurement Committee in the presence of the bidders or their representatives who choose to be present.
- b) The name of the firms, the rates given by them and conditions put, if any shall be read out and recorded in tender opening register.
- c) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/State Government /Local Authorities.
- d) The offers shall be evaluated and marked L1, L2, and L3 etc. L1 will be evaluated on the sum of price quoted including taxes for 1<sup>st</sup> Year, 2<sup>nd</sup> Year and 3<sup>rd</sup> Year. L1 being lowest offer and then others in ascending order.
- e) The Committee shall prepare a comparative statement in tabular form and its report on evaluation of financial bids and with the recommendation to sanction the best offers to the tendering authority.
- f) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods and/ or service required to be procured.

In case of same lowest financial bid quoted by different bidders, the tendering authority reserves the right to give the work-order to any bidder (with same lowest values) in the interest of the State.

G. Undertaking for reasonableness

The Bidder will give an undertaking with financial bid that to the best of their knowledge and belief:

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

8. **Onsite AMC Maintenance**

The AMC period of 36 months for the systems shall be taken into account as per the from the date of signing of contract agreement.

The service provider shall fulfill the following conditions during warranty period:

- a) If the entire system is down at NIELIT HQ or at NIELIT Guwahati, then the failure in the system should be rectified within maximum period of 24 hours of lodging complaint with the OEM / Service Provider.
- b) Any system, failing at subsystem level then the failure in the sub-system shall be rectified within 72 hours of lodging complaint with the OEM/ Service Provider.

- c) Any system or subsystem failing at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem, service provider should arrange a replacement of such faulty equipment(s) or parts from the OEM.

9. **Liquidated Damages:** NIELIT reserves the rights for cancelling/termination of the contract at any time by giving one month notice, if the services are found unsatisfactory and may award contract to the L2 bidder or any other agency provided the L2 bidder or other agency agree to accept the work at L1 price, at the cost of the bidder towards which excess expenditure, if any, incurred on account of this will be recovered by NIELIT from security deposit or pending bill or by raising a separate claim.

10. **PENALTY:** If the service provider fails to provide any or all of the Comprehensive Onsite AMC services as specified in this tender/purchase order then penalty shall be imposed as per the following details:

Sr. No.	Details	Penalty Charges
1.	If the entire system is down at NIELIT HQ or at NIELIT Guwahati, then the failure in the system should be rectified within maximum period of 24 hours of lodging complaint with the OEM / Service Provider.	Penal charges @3% of the quarterly payable amount per week or part thereof shall be imposed. In case of penal charges reaches a maximum value of 10% then necessary process for termination of contract may be initiated by the Competent Authority
2.	Any system, failing at subsystem level then the failure in the sub-system shall be rectified within 72 hours of lodging complaint with the OEM/ Service Provider.	Penal charges @1% of the quarterly payable amount per week or part thereof shall be imposed. In case of penal charges reaches a maximum value of 10% then necessary process for termination of contract may be initiated by the Competent Authority

11. **PAYMENT:** A pre-receipted bill in triplicate in the name of NIELIT be submitted to NIELIT duly supported by purchase order. The payment will be processed and released on quarterly basis subject to deduction of TDS on receipt of satisfactory report by the vendor duly certified by the designated official(s) at NIELIT HQ and NIELIT Guwahati.

12. **FORCE MAJEURE:** Notwithstanding the provisions stated in this document, the successful bidder shall not be liable for forfeiture of its performance security, penalty or termination for default, if any, to the extent that, its delay in performance or other failure to perform its obligation under the contract is the result of an event of 'force majeure' which in context to this clause means an event beyond the control of the vendor and does not involve the vendor's fault or negligence and may include, but not limited to, acts of God, Wars, revolution, fires, floods, epidemics and embargos etc.

13. **ARBITRATION:** All disputes or difference arising out of or in connection with the bid document or over the interpretation of any of the terms herein above contained or any claim or liability of the party shall be settled by mutual discussions within thirty days,

failing which an arbitrator shall be appointed by the Director General, NIELIT. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act 1996 or any of its subsequent amendments. The arbitrator will give reason for his awards and the award passed by the Arbitrator shall be final and binding upon both the parties.

14. **Jurisdiction:** All disputes arising over all the terms and conditions in this bid document shall be in the exclusive jurisdiction of courts in Delhi only.

15. **Contractual Obligations**

- a. During the AMC period (03 years) the service provider shall ensure provisioning of necessary replacement of all requisite hardware, software, firmware etc. from the OEM at NO-EXTRA-COST to NIELIT to enable smooth functioning and running of the system.

16. **Pre-Bid Meeting:**

NIELIT will host a Pre-Bid Meeting of prospective bidders as per the schedule mentioned at page no-1. The representatives of the interested organizations may attend the pre -bid Meeting at their own cost. The purpose of the Meeting is to clarify any doubts regarding the scope of work. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the tender document. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the tender document. A maximum of two representatives of each Bidder shall be allowed to participate in the conference which can be attended on any of the venues mentioned below:

Conference Room, 1<sup>st</sup> Floor  
NIELIT Bhawan,  
Plot # 3, PSP Pocket, Institutional Area,  
Sector 8, Dwarka, New Delhi 110077

- a. Any change in Venue and Time for Pre-Bid Conference will be displayed on NIELIT website <http://nielit.gov.in> and <https://eprocure.gov.in> at least one day before the schedule of Pre-Bid Meeting. Enquiries and clarification, if any, shall be addressed at the details given on Page1
- b. All pre-bid queries that are received by email in prescribed format on or before the date mentioned in the schedule will be addressed by NIELIT in the Pre-bid Conference. NIELIT shall aggregate and respond to all such queries as per the schedule bidding. The response to clarifications will be issued as a Corrigendum to the original tender document.
- c. During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration. NIELIT shall endeavor to provide clarifications and such further information as it may, in its own sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding.
- d. In respect of clarification received, the following shall apply:
- i. NIELIT reserves the right not to consider any condition or query that, in the own sole discretion of NIELIT, is found unacceptable.

- ii. If in NIELIT's opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by NIELIT and the accepted conditions will be on NIELIT <http://nielit.gov.in> and <https://eprocure.gov.in>
- iii. In respect of suggestions/alterations proposed, NIELIT may consider them and the result will be published on NIELIT Website <http://nielit.gov.in> and <https://eprocure.gov.in>
- iv. If NIELIT deems it appropriate to revise any part of this Tender Document or to issue additional data to clarify an interpretation of the provisions of this Tender Document, it may issue supplements to this Tender Document. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, official communication over email/ post, etc. will be communicated to all the bidders by putting up on NIELIT Website (<http://nielit.gov.in>), and <https://eprocure.gov.in>. Any such supplement shall be deemed to be incorporated by this reference into this Tender.
- v. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, NIELIT, at its discretion, may extend the deadline for the submission of bids, and the extended date will be displayed on the website <http://nielit.gov.in&https://eprocure.gov.in>.

## **Annexure-1**

### **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <https://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 prepare 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 and 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 "RTGS/NEFT" 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 proof of transaction 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 transaction details 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 Bill of Quantities (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.



**Annexure-2**

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

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

To,

**National Institute of Electronics and Information Technology (NIELIT)**

NIELIT Bhawan,  
Plot # 3, PSP Pocket, Institutional Area,  
Sector 8, Dwarka, New Delhi 110077

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

**Tender Reference No: 60(26)/2017-NIELIT-HQ**

**Name of Tender / Work: - Comprehensive Onsite Annual Maintenance Contract of Tele-Presence Solution (Polycom OTX 300) installed at NIELIT HQ, New Delhi and NIELIT Guwahati for a period of 3 Years.**

**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.

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 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)**

**Financial Bid**

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

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

I/we hereby submit the consolidated financial proposal for **“Onsite Comprehensive AMC of Tele-presence Solution (Polycom OTX-300) installed at NIELIT Guwahati and HQ, New Delhi for a period of 3 years”** 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:

Sl. No.	Item Description	Item Code / Make	Quantity	Units	Total AMC charges for all the units mentioned for 1st Year	Total AMC charges for all the units mentioned for 2nd Year	Total AMC charges for all the units mentioned for 3rd Year	Total Taxes for all the units mentioned on 1st Year AMC in Rs.	Total Taxes for all the units mentioned on 2nd Year AMC in Rs.	Total Taxes for all the units mentioned on 3rd Year AMC in Rs.	TOTAL AMOUNT Without Taxes col (12) =sum of col (6) to col (8) in Rs. P	TOTAL AMOUNT With Taxes col (13) = sum of col (6) to col (11) in Rs. P	TOTAL AMOUNT In Words		
1	2	3	4	5	6	7	8	9	10	11	12	13	14		
1	Polycom make OTX 300 (Complete Tele-Presence Solution) installed at NIELIT HQ, New Delhi and NIELIT Guwahati	item1	2.00	Nos	<b>To be quoted in the BoQ.xls File only. The BoQ.xls File is to be uploaded on e-Procure Portal in Financial Bid Section.</b>										
<b>Total in Figures</b>											<b>0.00</b>	<b>0.00</b>	INR Zero Only		
<b>Quoted Rate in Words</b>															

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

**Note:**

1. L1 shall be calculated on the basis of aggregate total (1<sup>st</sup> year + 2<sup>nd</sup> year + 3<sup>rd</sup> year AMC charges) inclusive of all taxes.
2. The tax rate should not be provided as a percentage figure.
3. The Tenderer is advised to quote tax rate in absolute Indian Rupees.
4. 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.
5. No condition will be entertained and conditional tender will be rejected.

Date \_\_\_\_\_

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

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

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

& Company Seal

**Annexure 'E'**

**SELF-DECLARATION – NON BLACKLISTING**

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

To,

The Director General,  
**National Institute of Electronics and Information Technology (NIELIT)**  
NIELIT Bhawan,  
Plot # 3, PSP Pocket, Institutional Area,  
Sector 8, Dwarka, New Delhi 110077

Sir,

In response to the RFP No. \_\_\_\_\_ Dated \_\_\_\_\_. for **“Comprehensive Onsite Maintenance Contract of Tele-Presence Solution (Polycom OTX 300) installed at NIELIT HQ, New Delhi and NIELIT Guwahati for a period of 3 Years.”**. I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices in similar services either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body during last three years preceding the date of submission of bid.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices in similar services by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission during last three years preceding the date of submission of bid.

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,

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

Date:

Place:

**Annexure-F****PRE-BID QUERIES FORMAT**

Name of the Tenderer:

Address of the Tenderer:

Name of Person(s) Representing the Tenderer:

Name of Person	Designation	Email-Id (S)	Tel. Nos. & Fax Nos., Mob. Nos.

Query / Clarification Sought:

S. No.	RFP Pg.No.	RFP Rule No./Clause	Rule Details	Query/Suggestion/Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ . PDF).

Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority.

**Annexure 'G'**

**TEXT OF THE PRE-CONTRACT INTEGRITY PACT**

**PRE-CONTRACT INTEGRITY PACT**

BETWEEN

NIELIT

AND

-----

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 Director General, 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 Financial 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. 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

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

Witness

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

**Annexure - H**

**MAF**

**<OEM Letter Head>**

**To,  
The Director General,  
NIELIT Bhawan, Plot # 3  
PSP Pocket, Institutional Area,  
Sector 8, Dwarka,  
New Delhi 110077**

**Sub: Manufacturer authorisation certificate.**

Dear Sir,

This is to declare that with reference to Tender No \_\_\_\_\_ for 'Comprehensive Onsite Maintenance Contract of Tele-Presence Solution (Polycom OTX 300) installed at NIELIT HQ, New Delhi and NIELIT Guwahati for a period of 3 Years.<SERVICE PROVIDER NAME >having its corporate office at <Address> is authorised to extend AMC support as per requirement stipulated in the RFP document for the following equipment installed and commissioned at NIELIT HQ and NIELIT Guwahati.

3. Polycom make OTX 300 (Complete Tele-Presence Solution) installed at NIELIT HQ, New Delhi and NIELIT Guwahati – 2 units.
  - 3 nos Camera
  - 3 nos Codecs/Endpoints
  - 3 nos 60” LCD Screens

Your Sincerely,

<authorized signatory>  
<Company name>  
<Date>  
<Company Seal)