



National Institute of Electronics and Information Technology (NIELIT), Aurangabad, Maharashtra

Notice Inviting Tender For “Supply of MATLAB Software”

Ref :NIELIT-A/CPP/TECH/EMBD-LAB/2020/001

03/01/ 2020

Place for opening of the bid	National Institute of Electronics and Information Technology, CEDTI Complex Dr. B.A.M. University Campus, Aurangabad Maharashtra-431004
Last Date & time of Submission of Bid	22 January 2020 at 17.00
Date & Time of Opening of Technical Bid	23 January 2020 at 16.00

IMPORTANT NOTE

- 1) Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost. Bidders are advised to go through instructions provided at Annexure-8 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 documents into electronic bids on the website <https://eprocure.gov.in/eprocure/app>.
- 3) Bid and supporting documents must be uploaded through e-procurement. Hard copy of the Technical Bid documents will not be accepted if not uploaded on e-procurement portal.

Reference Table of Contents

Chapter	Subject	Page No.
1.	About NIELIT Aurangabad, Maharashtra	3-5
2.	General Information to Bidders regarding procedure for submission of Tender Documents	6-10
3.	Bid evaluation criteria and selection procedure	11-12
4.	General Terms and Conditions	13-21
5.	Annexure 1: Eligibility Criteria and Application Form& Additional technical terms & conditions	22-25
6	Annexure-II: Technical bid specifications	26
7	Annexure III: (i) Technical bid offer format & (ii) <u>Price Bid in BoQ_XXXX.xls format- Financial Bid</u>	27-28
6.	Annexure IV: Letter of undertaking	29
7.	Annexure V: Self-Declaration – Non-Blacklisting	30
10.	Annexure VI: Representative Authorization Letter	31
12	Annexure-VII:Instructions to the Contractors/Bidders for the e-submission of the bids online through e-Procurement Portal	32-33

INVITATION OF TENDER FOR SUPPLY OF MATLAB SOFTWARE

Dated: 04/01/ Ref : NIELIT-A/CPP/TECH/PCB/001

03/01/ 2020

NIELIT Aurangabad invites e-bids against Tender in the prescribed format to be submitted on Central Public Procurement Portal (CPP portal) from Eligible Bidders preferably from Maharashtra state.

The schedule of Tender Document is as under:

S.N.	Particulars	Details
1.	Nature of the project	MATLAB SOFTWARE
2.	Cost of tender document (non-refundable). No physical sale of tender document	₹500/- (Five hundred only)
3.	Earnest Money Deposit (EMD)	₹10,000 (Ten Thousand only)
4.	Tender Document Download Start Date & Time	03.01.2020 at 18.00 Hours
5.	Start Date & Time of Bid Submission	03.01.2020 at 18.00 Hours
6.	Date of Pre-bid Meeting	17.01.2020 at 15:00 Hours
7.	Closing Date & Time of Bid Submission	22.01.2020 at 15.00 Hours
8.	Date & Time of Opening of Technical Bid	23.01.2020 at 15.30 Hours
9.	Date & Time of opening of Financial bids	It will be intimated later to the technically qualified bidders on website & CPP portal
10.	Address for Submission of Hard copy of Technical Bid (including Tender Document Fees & EMD) on or before the closing date and time of bid submission	The Executive Director, National Institute of Electronics and Information Technology (NIELIT), CEDTI Complex, Dr.B.A.M.University Campus,Aurangabad,Maharashtra-431004
11.	Website for downloading tender Document, Corrigendum, Addendums etc.	http://www.nielit.gov.in/aurangabad http://eprocure.gov.in
12.	Tender Document and Financial Bid Validity	Bids shall be valid for acceptance for a period of at least 90 (Ninety Days) days from the last date of submission of bid. The Bid with lesser validity period is liable to be rejected subject to the validity period of bid being extended further, if required, by mutual agreement from time to time.

Disclaimer

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

**Executive Director
NIELIT-Aurangabad**

Chapter 1

About NIELIT Aurangabad, Maharashtra

NIELIT Aurangabad Centre (erstwhile CEDTI) is one of the prominent Centres among 35 Centres of National Institute of Electronics and Information Technology (NIELIT), a capacity building arm of Ministry of Electronics and Information Technology, Government of India and was established in the year 1986. Located inside Dr. Babasaheb Ambedkar Marathwada University Campus, Aurangabad; the Campus spreads over more than 18 acres, with about 14 well equipped laboratories and Mechanical workshop; besides a rich Library, Gymnasium for students, Auditorium, Canteen, Basketball ground, Volley ball ground, Kho Kho ground, etc.

The prime role of the Centre is to train manpower in Electronics Design & Technology, Information Technology, Electronics Product Design & Development, Manufacturing (Electronics & Mechanical) Technology, Applied research and Consultancy in the field of Information, Electronics and Communication Technology (IECT).

The **Objectives** with which the Centre is functioning are:

- To bring an innovative, entrepreneurial spirit along with excellence in teaching, learning and research to develop leaders in IT and Electronics.
- To generate and keep update Industry-ready quality professionals with knowledge-based skill set in IECT and allied fields through formal and informal education system.
- To establish a Quality system of examination and certification that is globally recognized and provides a fair assessment of the competency of students
- To maintain close links with Industries, R&D and Academic Institutions to promote electronics, IT and industrial design culture
- To develop entrepreneurs, experts and designers, carry out R&D and provide Industrial Consultancy in IECT
- To offer e-Training in Electronics, Information Technology and Industrial Design methodology and production technique

NIELIT Aurangabad Centre offers varied range of courses in Formal and non-Formal Sector in the areas of IECT. The most sought after Formal Sector Courses that the Centre offers includes AICTE approved B.Tech (Electronics System Engineering), M.Tech (Electronics Design and Technology) Courses. The Centre is also a Research Centre of the Dr. Babasaheb Ambedkar Marathwada University, Aurangabad for conducting **research leading to award of Ph.D. Degree** in Engineering and Technology. Besides, it also conducts a Diploma program in Electronics Production and Maintenance. The **Courses in non-Formal Sector** include O/A/B/C level in IT, O/A level in Hardware and Digital Literacy programmes. NIELIT-Aurangabad's digital literacy course viz. CCC is also recognized by State government of Maharashtra for employment purpose.

The Centre is also conducting ITeS-BPO (Banking) Scheme jointly with IIBF, Mumbai for Class XII passed youths especially from rural India for enhancing their employment opportunities since September 2009. In addition, the Centre is also conducting Course on 'Digital Marketing using e-Commerce' in association with Larsen & Turbo (L&T), and Snapdeal as knowledge partner to facilitate artisans to sell their products using online facilities. It is also implementing ESDM project, a sponsored project of Ministry of Electronics and Information Technology (MeitY) for developing human resource with adequate competence levels in Electronics Design & Production Technologies.

The Centre is also providing **consultancy** and other services to Industry like Bajaj Auto Ltd, Videocon, Sterlite, Siemens, Meltron, Maharashtra Police Wireless, etc. The Centre also entered into Memorandum of Understanding (MoU) with Indian Institute of Technology (IIT), Mumbai, Marathwada Institute of Technology (MIT), Aurangabad (MS), Indian institute of Banking and Finance (IIBF), Mumbai and Chamber of Marathwada industries and Agriculture (CMIA), Aurangabad (MS) and Shivaji Arts Commerce and Science College, Kannad (MS).

The Centre is also implementing number of **Projects** for the Empowerment of Weaker Section of Society especially for candidates belonging to SC/ST, Rural, Minorities, Women and other underprivileged strata of society through skill development in IT Skills, Electronics Equipment Repair & Maintenance and ITES-BPO (Customer Care & Banking) sector leading to their enhanced livelihood. It is also implementing a project sponsored by Director General (Resettlement), Ministry of Defence, Government of India for skill development of Army Jawan on CHM O-Level course.

The Centre is also organizing **National Level Seminars/Workshops** in Agri-Electronics, Electronics Product Design, Intellectual Property Rights(IPR), Neural Networks, e-learning, etc from time to time.

Having proven track record and a long-standing experience of more than 27 years, NIELIT Aurangabad Centre has trained around 12.50 lakh candidates in both formal as well as non-formal courses. Its students have got **Placement** in leading and reputed organizations like C.G Coral, Lucent India, Texas, L&T, HCL, Wipro Technologies, BITS, IIT, BEL, HAL, ISRO, DRDO, BARC, ECIL, Messung, Thermax, Honeywell, Cyrus logic, L&T EMSYS to name a few.

The core values of excellence, integrity, transparency, quality, team work, execution with passion, trust, continuous and student centric learning has enabled bridging of the gap between academics & industry requirements and helped to foster the achievement of the Centre thus established NIELIT Centre Aurangabad a leader in so many areas.

The aim of Centre is to achieve global leadership in human resource development and excellence in technical, education and research.

Chapter 2

General Information to Bidders regarding procedure for submission of Tender Documents

1. The Tender document has to be downloaded from web site (www.nielit.gov.in/aurangabad or www.eprocure.gov.in) and be submitted online through CPP Portal www.eprocure.gov.in along with the scans of **tender document fee of Rs. 500/- (Rs. Five Hundred only) (non-refundable) and EMD of Rs 10,000/- (Rupees Ten Thousand only)** in the form of Account Payee Demand Draft in favour of "**National Institute of Electronics and Information Technology, NIELIT**" payable at "**Aurangabad (Maharashtra)**".
2. Apart from submission of bid through CPP Portal, the original hard copy of Technical Bid along with original Account Payee Demand Drafts as above should reach at the following address on or before the date and time of the bid closing:
**The Executive Director,
National Institute of Electronics and Information Technology (NIELIT),
CEDTI complex,
Dr.B.A.M.University Campus,
Aurangabad, Maharashtra-431004**
3. This hard copy shall not entail the bidder to be eligible for consideration of bid unless and until the bid is complete in all respects is submitted through e-Procurement portal. Any variation in hard copy of technical bid from the uploaded technical bid shall make the bid liable to rejection.
4. No physical sale of Tender Document will be done and there is no exemption from payment of tender document fees and EMD. The bids without tender document fee and EMD shall be summarily rejected. However, the bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or the concerned Ministry or Department are exempt from payment of EMD only.
5. **Documents to be enclosed with the Technical and Financial Bid:** The documents shall be as per the below mentioned checklist in two bid format:
 - a) **Technical Bid** should be **uploaded** containing the following:
 - i) Tender documents duly completed, digitally signed but without indicating the price.
 - ii) Scanned copies of Account Payee Demand Drafts **of Tender Document Fee and Earnest Money Deposit.**
 - iii) Supporting documents in respect of Eligibility Criteria as per **Annexure-1.**
 - iv) Letter of Undertaking as per **Annexure-IV.**
 - v) Self-Declaration – non-blacklisting as per **Annexure-V**
 - vi) Details and proof regarding past performance of the similar work/services & list of clients of similar works executed as per **Annexure - VI**
 - vii) Representative Authorization Letter as per **Annexure-VII** with power of attorney if suggested..
 - b) **Financial bid** should be uploaded in BoQ format only (hard copy of financial bid **not** to be sent) containing the following:
 - i) Declarations in prescribed format at **Annexure 7.** It should be submitted on letter head of the bidder.
 - ii) The bidder shall quote the prices/rates online as specified in the BoQ format given at **Annexure III (ii).**
 - iii) The bidders should quote their most competitive prices/rates.
 - iv) All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the bid liable for

rejection. Bidders should ensure that there are no alterations / corrections in the prices/rates submitted by them.

- v) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

Notes:

- a) All the Bidders have to abide by all the terms and conditions mentioned in this Tender document.
 - b) Each bid document and supporting documents uploaded must be digitally signed. The original documents of Technical Bid shall be signed by a person duly authorized to bind the organization to the Contract. A duly stamped Power-of-Attorney (**as per annexure-5**) accompanying the Bid Document shall support the representative authorization letter (**as per annexure-VI**).
 - c) **The person signing the Bid Document shall sign and stamp at the bottom all pages of the Bid Document and each page of the bid document should be properly numbered** and submitted as a package along with forwarding letter on bidder's letter head. There should not be any overwriting or cutting or interpolation and **any correction/ overwriting/ cutting/use of whitener etc. will lead to rejection of the Bid.**
 - d) In case, any bidder encloses the financial bid within technical bid or sends hard copy of financial bid separately or with hard copy of the technical bid, the same shall be rejected summarily.
 - e) Submission of Technical Bid and Financial Bid in any other format than prescribed or with any variation/modification from prescribed format may result in invalidation/rejection of such bids. Bid once submitted cannot be modified.
 - f) Reproduced / re-word-processed formats or Bidder own formats for the price bids will disqualify the tender. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
 - g) All information called for in the enclosed Annexures should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases.
 - h) If any particular condition/term/query is not applicable, it should be stated as "Not Applicable".
 - i) Not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed Annexures or deliberately suppressing the information may result in the bidder being summarily disqualified and initiation of legal action under the purview of the applicable law.
- 6. Rectification of Errors:** Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained after the bids are opened. If any interlineations, erasures, alterations, fluid-marking, additions or overwriting are found the bid shall be rejected summarily. Arithmetic errors in bids will be considered as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in the words will be considered.
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the evaluation, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern or whichever is logically correct.
 - (c) If the bidder does not accept the correction of errors, its bid will be rejected.

- (d) Notwithstanding the above, the decision of the Evaluation Committee shall be final and binding.
7. **Undertaking for reasonableness:** The bidder will give an undertaking with financial bid that to the best of their knowledge and belief tendered rates are at par with the prevailing market rates and not more than the price usually charged for similar service from any other purchaser/client private, foreign or Government.
 8. The Bidder shall bear all costs associated with the preparation and submission of its bid and NIELIT Aurangabad will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.
 9. Interested bidders are advised to study the document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the document with full understanding of its implications.
 10. The Executive Director, NIELIT-Aurangabad reserves the right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the NIELIT-Aurangabad shall be final and binding.
 11. If NIELIT-Aurangabad 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-Aurangabad Website (<http://www.nielit.gov.in>) and www.eprocure.gov.in. Any such supplement shall be deemed to be incorporated by this reference into this Tender Document.
 12. NIELIT-Aurangabad, at its sole discretion, may extend the deadline for the submission of bids, and the extended date will be displayed on the website <http://www.nielit.gov.in>, and www.eprocure.gov.in.
 13. Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected.
Bidding through consortium is not allowed.
 14. **Enquiries and Clarifications:**
Enquiries, if any, shall be addressed to **Shri. Balasaheb Sorte** on his email id: **stores.aur@nielit.gov.in** within 7 days of Tender Document Download Start Date & Time.
 15. **Performance Security Deposit/Refund of EMD**
 - a) The successful Supplier/ Bidder shall, within fifteen (15) days of award of contract, provide a Performance Security deposit. Performance Security Deposit would be for an amount of **5% (five percent) of the value of the awarded contract**. Performance Security shall be furnished in the form of Account Payee Demand Draft in favour of **"National Institute of Electronics and Information Technology, NIELIT" payable at "Aurangabad (Maharashtra)"**.
 - b) EMD shall be refunded to the selected bidder only after signing of the contract and receipt of Performance Security Deposit. EMD will be returned to unsuccessful bidders without interest within 120 days after award of contract or setting aside the tender, as the case may be.
 - c) The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost) resulting from the Supplier's/ Bidder's failure to comply with its obligations under the Contract.
 - d) The Performance Security deposit for supply of **MATLAB BASIC SOFTWARE at NIELIT-Aurangabad** should remain valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty obligations if any.

- 16. Forfeiture of EMD:** The EMD will be forfeited:
- If the bidder withdraws the bid after quoting and submission / acceptance;
 - If the bidder withdraws the bid or unilaterally amends, impairs or rescinds the offer before the expiry of the validity period of the bid or within the time frame of extension given by NIELIT-Aurangabad in special case communicated before the expiry of the bid;
 - If the bidder fails to comply with any of the provisions of the terms and conditions of the bid specification;
 - If the successful bidder fails to furnish the Performance Security in the form of Demand Draft within the prescribed time;
 - If the bidder submits the offer with forged documents or alters the Tender terms and conditions or language/wordings in any manner.
- 17. Forfeiture of PSD:** Performance Security Deposit shall be forfeited/invoked in the following cases: -
- When any term and condition of the contract is breached.
 - When the Contractor/ Bidder fails to provide deliverables after partially executing the work order or contractor fails to fulfil its obligations under the contract.
- 18.** No interest will be paid by NIELIT-Aurangabad on the amount of EMD and performance security Deposit.
- 19.** Forfeiture of Earnest Money Deposit / Performance Security Deposit shall be without prejudice to any other right of NIELIT-Aurangabad to claim any damages as admissible under the law as well as to take such action against the Contractor/ Bidder such as severing future business relation or black listing, etc., as may be deemed fit.
- 20. Last Date for Submission of e-Bids:** Last date of submission of Tender Document is as per schedule given on **page-3**. However, NIELIT-Aurangabad reserves the right to postpone and/or extend the date of submission/opening of bids or to withdraw the Tender Document, without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the NIELIT-Aurangabad.
- 21. Acceptance of offer:** NIELIT-Aurangabad reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason. All responses including Financial and Technical bids would be deemed to be irrevocable offers/proposals from the Bidders and if accepted by NIELIT-Aurangabad.
- 22. Excuse from Claim:** The Bidders at no point of time can excuse themselves from any claims by NIELIT-Aurangabad whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation etc. as mentioned in Tender document.
- 23. Adherence to Schedule:** The Bidder has to adhere to the time schedule of activities mentioned in the Tender Document and no request to change the last date or extend period / time for submission shall be entertained by NIELIT-Aurangabad.
- 24. Right to Termination/Cancellation:** Notwithstanding anything contained in this document, NIELIT-Aurangabad, reserves the right to cancel/terminate the bidding process without assigning any reason whatsoever, at any time, prior to signing the contract and NIELIT-Aurangabad shall have no liability for above-mentioned actions.
- 25. Completeness of Bids:** Information must be furnished in comprehensive manner against each column of Bid Document. NIELIT-Aurangabad will examine the Bids to determine as to whether they are complete in all respects. In particular, whether
- they meet all the conditions of the Tender Document and Technical Specifications
 - any computational errors have been made
 - required sureties have been furnished
 - the documents are as prescribed and have been properly signed

- e) the Bid Documents are substantially responsive to the requirements of the Tender Document

26. Rejection of Bid:

- a) The Bids that are not submitted on CPP portal shall not be accepted and bids submitted only by post, Telex, fax or email would not be entertained.
- b) Any condition put forth by the Bidder not conforming to the Tender Document requirements shall not be entertained at all and such Proposal shall be rejected.
- c) Tender documents with any condition or with alteration to formats of declarations, undertakings and bid formats will be summarily rejected.
- d) Bid may be rejected at any stage of the evaluation if it is found that the firm/company has provided misleading information or has been blacklisted by a central or any state government or an autonomous body or has indulged in any malpractice/ unethical practice or has not honoured contractual obligation elsewhere.
- e) If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, NIELIT-Aurangabad reserves the right to reject such a bid at any stage.
- f) A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by NIELIT-Aurangabad and will not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or any reservation by the Bidder.
- g) Even though bidder may satisfy the qualifying criteria, it is liable to disqualification if it has record of poor performance or not able to understand the scope of work etc.

27. Designated Contact person:

Shri Babasaheb Sorte

Procurement officer (S& P)

National Institute of Electronics and Information Technology,

CEDTI Complex, Dr. B.A.M. University Campus, Aurangabad Maharashtra-431004

Ph. No. :02402982021, Email id: **stores.aur@nielit.gov.in**

Chapter 3

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 the bidder.

3.1 Guiding Principle for Evaluation of Bids

- a. The tendering authority shall determine to its satisfaction whether the selected Bidder that has 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 qualifications submitted by the Bidder
- c. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the tendering authority shall proceed to the next best bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- d. To evaluate a Bid, the tendering authority shall use all the criteria and methodologies defined in this document.
- e. To evaluate a Bid, the tendering authority shall consider the following: -
 - i. The bid price as quoted in accordance with bidding document.
 - ii. Price adjustment for correction of arithmetic errors in accordance with bidding document.
- f. The tendering authority/ procurement committee, in observance of 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.

3.2 Confidentiality

- a) Information relating to the examination, clarification, evaluation and comparison of bid proposals, and recommendations for the award of the work will not be disclosed by NIELIT-Aurangabad to Bidders or any other persons not officially concerned with such process until the award of work to the successful Bidder has been announced.
- 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 its Bid.
- c) From the time of 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/she is allowed to do so in writing.

3.3 Clarifications of Bids

- a) To assist in the examination, evaluations and comparison of bids, NIELIT Aurangabad may, at its own sole discretion, ask the Bidder for clarification on the Bid submitted.
- b) The request for clarification and the response shall be in writing by post or email.

- c) If the response to the clarification is not received before the expiry of deadline prescribed in the request, the Bid shall be rejected.
- d) No representation in this regard would be entertained after rejection of the Bid.
- e) Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by the tendering authority shall not be considered.
- f) 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.

3.4 Opening of Technical Bids

- a) Bids duly submitted/uploaded, will be opened online on the schedule date and time. The bids will be opened and the bidders or their authorized representative may, if they so desire be present at the time of opening of the bids.
- b) Bid of only those bidders will be opened who have submitted requisite Technical Bid with Tender document fee and EMD in original as above within the specified time limit.
- c) If due date of receipt of bids and/or that of opening of bids happens to be a closed holiday(s), the bids would be opened on the next working day but the time of receipt of bids will remain the same.
- d) The Bidder's names, the presence or absence of requisite fees will be announced at the opening.

3.5 Evaluation of Financial Bids:

- a) The date, time and venue of opening of financial bid of the technically shortlisted bidders will be intimated by displaying the same on the website of NIELIT-Aurangabad <http://www.nielit.gov.in/aurangabad> and www.eprocure.gov.in only.
- b) The submission and opening of bids will be through e-tendering process only. Financial bid has to be submitted on-line only (no hard copy).
- c) The rate should not be provided as a percentage figure but in absolute Indian Rupees.
- d) The rate quoted shall be reasonable and valid till the completion of project. The period can be extended with mutual agreement.
- e) **The financial bids will be opened for the shortlisted technically qualified bidders only.**
- f) The name of Bidder, bid prices of each Bid, shall be announced by NIELIT-Aurangabad during opening of financial Bid. The bidders or their authorized representative may, if they so desire be present at the time of opening of the bids.
- g) To arrive at the final score of a bidder, the financial scores of the technically qualified bidders will be evaluated on the basis of Total Amount mentioned in BoQ format of CPP portal.

Chapter 4

General Terms and Conditions

1) Income Tax, EPF and ESI

No Bidder, who does not hold a valid PAN from Income Tax department and who is not registered under EPF and miscellaneous provisions Act 1952 and who is not registered with ESIC, shall bid. The PAN, EPF and ESIC should be quoted in the tender document without which the tender is liable to rejection.

2) Contract Documents (Non – Disclosure Agreement)

The Bidder shall not, without prior written consent from NIELIT-Aurangabad, disclose the Contract or any provision thereof, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance. The Bidder shall not, without prior written consent of NIELIT-Aurangabad, 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-Aurangabad, other than the Contract itself, shall remain the property of NIELIT-Aurangabad and shall be returned (in all copies) to NIELIT-Aurangabad, on completion of the Bidder's performance under the Contract if so required by NIELIT-Aurangabad.

3) Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) **Commercial Terms:** The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by commercial terms. All the terms shall be governed by the rules prescribed in the current edition of commercial terms, published by the Indian Chamber of Commerce at the date of the Invitation for Bids or as specified in the bidding document.
- c) **Entire Agreement:** The Contract constitutes the entire agreement between NIELIT-Aurangabad and the contractor and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- d) **Amendment:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by duly authorized representatives of each party thereto.
- e) **No waiver:** Subject to the conditions (f) and (g) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- f) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- g) The contract shall be governed by the provisions of GFRs and instructions issued by various government organizations (e.g. but not limited to Ministry of Finance, CVC etc.) having jurisdiction to issue orders/instructions of procurement related matters. In case the provisions of Contract/Agreement/this Document are at variance with the Orders/Instructions issued by such government organizations, the Orders/Instructions will prevail.

- h) **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- i) In case of any ambiguity in the interpretation of any of the clauses in the tender document, the interpretation of the clauses by Authorized Representative of NIELIT-Aurangabad shall be final and binding on all parties.

4) **Language**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/ Bidder and the NIELIT-Aurangabad, shall be written in English only or as specified in the special conditions of the contract.
- b) Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and authenticated translation of the relevant passages in English language. Supporting material, which is not translated in English, will not be considered for evaluation.

5) **Notices**

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with signatures. Faxes/emails shall be followed by written signed letter.
- b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

6) **Applicable Law**

- a) The contract shall be interpreted in accordance with the laws of the Union of India and the Government of Maharashtra.
- c) Governing Law and Choice of Forum:
 - i. The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Aurangabad (Maharashtra, India).
 - ii. 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-Aurangabad will NOT be a party to the same.

7) **Deliverables**

The bidder shall be single point of contact with NIELIT-Aurangabad and shall be solely responsible for the execution & delivery of the work. The bidder whose tender is accepted shall arrange to start the services as per agreement/contract.

8) **Terms of Payment**

- a) The currency or currencies in which payments shall be made to the Bidder under this Contract shall be Indian Rupees (INR) only
- b) No advance payment shall be made including payments of handling charges/service charges etc. under any circumstances to the bidder.
- c) All remittance charges will be borne by the bidder.
- d) The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc.(in the case services provider only)

- e) In case the bidder fails to execute the contract, NIELIT-Aurangabad shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- f) Amount payable to the successful bidder 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) All payments to the Bidder/agency shall be made through NEFT/RTGS only for which they are required to submit the following information:
 - i. Bank Account Number of bidder/agencies
 - ii. Name of the Account
 - iii. Bank Name
 - iv. Branch Name
 - v. IFSC Code.
- h) **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-Aurangabad shall deduct tax at source /duties under any other law/statute as may be applicable at the time of making payments. The supplier shall furnish to the NIELIT, Aurangabad, PAN(for TDS), as applicable
- i) 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.
- j) The rates quoted shall be firm. However, after the award of contract, any variation in government levies shall be as per actuals.

9) Rates/ Prices

The rates quoted shall remain firm during the period of contract. However, after the award of contract, any variation in government levies shall be as per actuals.

10) Standard of performance

- a) The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques.
- b) The Bidder shall always support and safeguard the legitimate interests of NIELIT-Aurangabad, in any dealings with the third party.

11) Penalty Clause in case of

- i) **Delay in supply of items**
- ii) **No proper support after sale of products**
- iii) **Unsatisfactory product quality**

However, the total penalty to be levied will be maximum of 10% of the total contract value. If the penalty amount crosses the maximum limit of 10% of the total contract value, then the contract shall be terminated with immediate effect and no clarification/justification will be entertained by NIELIT-Aurangabad in this regard. Moreover, the performance security deposit will be forfeited and other legal action as deemed fit would be initiated in addition of blacklisting of the bidder.

Further, if any act or failure by the bidder results in non-operation of **Service/contract** and if NIELIT-Aurangabad has to take corrective actions to ensure functionality of its

Service/contract NIELIT-Aurangabad reserves the right to claim/recover damages from the implementing agency, which shall be equal to the cost it incurs or loss it suffers from such act or failure.

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

12) Consortium

No consortium will be entertained by NIELIT-Aurangabad. 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-Aurangabad 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.

13) Subcontracts

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

14) Termination

NIELIT-Aurangabad may without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence NIELIT-Aurangabad shall give not less than thirty days written notice of termination to the contractor.

a) Termination of the Contract

The Contract is liable to be terminated if the Contractor/firm/company:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets; or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of NIELIT-Aurangabad in contravention of any provision of the Contract; or
- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of NIELIT-Aurangabad; or
- vii. Performance is not satisfactory; or
- viii. Defaults in the performance of any material undertaking under the contract and fails to correct such default to the satisfaction of NIELIT-Aurangabad within fifteen days (15) after written notice of such default is provided to the Contractor. Such termination will be by 15 (fifteen) days notice in writing and no claim/compensation shall be payable by NIELIT-Aurangabad as a result of such termination.
- ix. At any time, the contractor makes default in proceeding with the works/job with due diligence and continues to do so after a notice in writing of seven (7) days from NIELIT-Aurangabad.
- x. If the contractor obtains the contract with NIELIT-Aurangabad through illegal measures;
- xi. Information submitted/furnished by the contract are found to be incorrect.

- xii. The above shall be without prejudice to NIELIT-Aurangabad's other rights under the law.

b) Consequences of Termination

If the contract is terminated by NIELIT-Aurangabad for reasons detailed above or for any other reasons whatsoever:

- i. NIELIT-Aurangabad shall reserve the right to get work completed at the risk and cost of the contractor and to recover from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims that may be available to NIELIT-Aurangabad.
- ii. Performance Security Bond/Guarantee in any form submitted by the contractor shall stand forfeited.
- iii. The contractor shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iv. All the dues payable to the contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses incurred by NIELIT-Aurangabad as a consequence of termination of the contract.

c) Termination for Convenience

NIELIT-Aurangabad, by Notice sent to the contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for NIELIT-Aurangabad's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

15) Settlement of Disputes

a) General: If any dispute arises between the contractor and NIELIT-Aurangabad during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the contractor on the points of dispute. The representation so received shall be examined by NIELIT Aurangabad. The contractor shall also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.

b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions, it shall be referred to the empowered standing committee for recommendations. The standing committee shall consist of following officers of NIELIT Aurangabad: -

- | | | |
|------|--------------------------------|------------------|
| i. | Executive Director: | Chairman |
| ii. | Head (Admin/Procurement): | Member |
| iii. | JD(Finance): | Member |
| iv. | Embedded System Lab In-charge: | Member Secretary |

c) Procedure for reference to the Standing Committee: The contractor may present his representation to the Executive Director, NIELIT Aurangabad along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lacs, within three months from the date of communication of decision by NIELIT Aurangabad. The officer-in charge of the

project that was responsible for taking service from the contractor shall prepare a reply of representation and shall represent NIELIT Aurangabad's stand before the Standing Committee. From the side of the contractor, the claim case shall be presented by himself/herself. After hearing both the parties, the Standing Committee shall give its recommendations to the Executive Director, NIELIT Aurangabad and the decision of the Executive Director, NIELIT Aurangabad shall be final and binding both on the contractor and NIELIT Aurangabad.

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

17) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Aurangabad, Maharashtra, India only.

18) Reservation of Rights

NIELIT-Aurangabad reserves the right to:

- a. Extend the Closing Date for submission of the Proposals
- b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on NIELIT-Aurangabad website <http://www.nielit.gov.in/aurangabad> and www.eprocure.gov.in.
- c. Seek information from the bidders on any issue at any time.
- d. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited or distribute options to more than one bidder.
- e. Terminate or abandon the entire bidding process whether before or after the receipt of bids.
- f. Seek the advice of external consultants to assist NIELIT-Aurangabad in the evaluation or review of proposals.
- g. Make enquiries of any person, company or organization to ascertain information regarding the Bidders and its proposal.
- h. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal.

19) Force Majeure

- a) Notwithstanding anything contained in the Bid Document, the contractor shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delays in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- b) For purposes of this clause "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise

will not be applicable here. The decision of NIELIT-Aurangabad, regarding Force Majeure shall be final and binding on the Bidder.

- c) If a Force Majeure situation arises, the contractor shall promptly notify to NIELIT-Aurangabad in writing, of such conditions and the cause thereof within 15 days of occurrence of such event. Unless otherwise directed by NIELIT-Aurangabad in writing, the contractor shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) NIELIT-Aurangabad may, terminate this agreement by giving a written notice of a minimum 15 days to the contractor, if as a result of Force Majeure; the contractor is unable to perform the services for a period of more than 60 days.

20) Local Conditions

The Bidder shall inspect the sites of operation and shall satisfy itself of the conditions and/or availability of required resources and shall apprise itself of the procedure to be adopted and shall collect any other information that may be required before submitting the bid. Claims and objections due to ignorance about such things shall not be considered after the submission of bid.

21) Change Requests/ Management

- a. NIELIT-Aurangabad may at any time, by a written order given to the firm/ company, can make changes within the general scope of the Agreement.
- b. The change request/ management procedure will follow the following steps: -
 - i. **Analysis and evaluation of the Change Request** - Impact of the change in terms of the estimated cost and the items impacted will be analysed and documented by successful bidder.
 - ii. **Approval or disapproval of the change request** –NIELIT-Aurangabad will approve or disapprove the change requested including the additional payments, after discussion with successful bidder on the impact of the change on schedule.
 - iii. **Implementation of the change** – The change will be implemented in accordance to the agreed cost, effort, and schedule.
 - iv. **Verification of the change** - The change will be verified by NIELIT-Aurangabad on implementation of the change request.
- c. All changes outside the scope of contract agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by successful bidder only after securing the express consent of NIELIT-Aurangabad.
- d. In case of non-receipt of consent of NIELIT-Aurangabad within a period of 10 working days from the date of communication, then the change will not be carried out.
- e. The impact of the change in terms of the cost and schedule will be re-estimated and such approval on the new cost and schedule will be taken, if the change is approved after the 10 working days.

Note:Non-observance of above conditions by the contractor shall lead to cancellation of his/her contract, black listing of his/her firm/ company, forfeiting of performance Security besides any other legal action as deemed fit by NIELIT Aurangabad against him/her.

22) Criminal Charges and Conviction

The Bidder warrants that it has disclosed and shall continue to disclose during the term of this Contract full details of all criminal convictions and all pending criminal charges against it or any of its personnel and associates.

23) Change in Laws & Regulations

If after the date of proposal submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Bidder and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Bidder has thereby been affected in the performance of any of its obligations under the Contract.

24) Conflict of Interest

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

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

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

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

25) Responsibilities of the Bidder

The bidder shall be responsible for providing Services & facility as per the terms & specification and directions of NIELIT-Aurangabad.

26) Additional Requirements:

(Scanned copies of the following documents in the Technical Bid):

- A. All items should be from OEM and Branded product (Assembled product would summarily be rejected).
- B. Materials should have been certified / compliance to standards internationally in all aspects.
- C. Product quoted should have minimum 1-years warranty.
- D. Quotation for more than one model will be rejected

- E. Quotation for End of Sale product/ Model will be rejected**
- F. The selected vendor should be able to execute the order within 30 days from the date of release of purchase order.**
- G. Detailed specifications should be furnished for the items offered. Product brochures & Literatures should be enclosed in Technical Bid.**
- H. A complete list of optional utilities (if any) along with specifications and cost should be given**
- I. Installation and demonstration is the part the supply of materials to NIELIT Aurangabad. No extra cost will be paid for this purpose.**
- J. Adequate provision in respect of free services, on-site warranty, maintenance and other facilities should be specified along with the technical bid.**
- K. During the warranty period stand by unit shall have to be arranged by the supplier, if the unit could not be repaired within a week of breakdown.**
- L. The Vendor shall arrange to demonstrate at NIELIT Aurangabad, the features and capabilities of the System offered during the technical evaluation, if required.**
- M. Delivery period as required by the purchaser should be accepted and expected time of delivery to be indicated.**
- N. User manuals, technical manuals and Service manuals are to be supplied while installation.**
- O. The supplier has to arrange demonstration (operational training) at NIELIT Aurangabad at their own cost.**

Annexure 1

Eligibility Criteria and Application Form

1. Firms/ Company Particulars:

Name of Bidder					
Name & Designation of Authorized Signatory					
Registered Head Office Address					
Details of Incorporation of the Firm/ company. Certificate to be submitted in Technical bid	Date:				
	Ref #				
Details of Commencement of Business	Date:				
	Ref#				
Permanent Account Number (PAN)					
E.P.F. No.					
E.S.I. No.					
Address of the Firm/company					
Type of Firm/company	Public Limited	Private Limited	Partnership	Proprietary	Society
Put Tick(✓) mark					
Telephone/Mobile Number(s) of Contact Person					
Email Address / Web Site	Email:		Web-Site:		
Fax No.					
Certification/Accreditation/Affiliation, if Any (attach proof)					
Clientele details along with contact numbers from Govt. ITI's/Govt. Polytechnics/ Govt.					

Engineering Colleges/ Private colleges/ PSU / Corporate Clients from whom certificates of satisfactory report can be produced. NIELIT Aurangabad may also independently seek information regarding the performance from such clients.	
Indicate if organization has been blacklisted for any of the offices of Central or State Govt. or autonomous body or any of its other customers? If so, details may be provided.	

2. Audited Annual Accounts for last 3 years as mentioned below:

As per audited Balance Sheets (in Cr)				
Sr.No.	Year	2016-17	2017-18	2018-19
1	Turn Over			
2	Net Worth			

3. Deposit of Tender Document Fees and EMD

(i)Tender Document Fee	Number	Dated	Amount	Drawee Bank & Branch
Account Payee Demand Draft in favour of "National Institute of Electronics and Information Technology, NIELIT" payable at "Aurangabad (Maharashtra)".			Rs. 500/- (Rupees Five Hundred Only)	

(ii) Earnest Money Deposit	Number	Dated	Amount	Drawee Bank & Branch
Account Payee Demand Draft in favour of "National Institute of Electronics and Information Technology, NIELIT" payable at "Aurangabad (Maharashtra)".			Rs. 10,000/- (Rupees Ten Thousand Only)	

4. Eligibility Criteria

Bidders shall provide such evidence of their continued eligibility satisfactory to the tendering authority as per the “Eligibility Criteria” mentioned in the bidding document and/ or as the tendering authority shall reasonably request. In general Bidder must furnish the following information along with self-attested copies of supporting documents, failing which the proposal shall not be considered:

S. No.	Eligibility Criteria	Supporting documents	To be annexed as
1	Covering Letter + Application Form	On Applicant's Letter head	Anx-1
2	The Bidder must be a Proprietorship Concern/Company registered under relevant acts such as Indian Companies Act, 2008/ Firm/company registered under The Partnership Act 1932/ Society registered under Societies Act, 1860, etc. A bidding firm should be an individual corporation/ company. Consortium of companies/ firms is not allowed.	Copy of the Certificate of Incorporation of the Company/ Firm's Registration Certificate.	Anx-2
3	No Bidder who does not hold a valid PAN from Income Tax department and who is not registered under EPF Act and ESIC Act shall tender. Bidder must possess and submit a valid: i. Permanent Account Number (PAN) of Bidder ii. EPF Registration Certificate iii. ESIC Registration Certificate	Valid copy of all the mentioned/ required Certificates / Documents.	Anx-3
4	The Bidder should have successfully completed, during 3 years preceding 1 st January, 2020, at least one assignment of minimum value of Rs.20 lakhs or two such assignments of minimum value of Rs.15 lakhs each for any Government organization/ Government ITI/ Government Engineering Colleges/ Government Polytechnics/ Private Engineering College of repute in India.	Reference, information and certificates from the respective clients certifying delivery and execution capability of the bidder. The documentary evidence in form of work/contract and client report must be enclosed.	Anx-4
5	The Applicant should have an average annual turnover of at least Rs. 20 lakhs (Rupees Twenty lakhs Only) each during the last three financial years (2017-18, 2018-19 & 2019-20).	Copies of audited balance sheets including profit & loss accounts/ annual reports of last three financial years and CA Certificate.	Anx-5
6	Applicant should have a positive net worth during each of the last three financial years(2017-18, 2018-19 & 2019-20).	CA Certificate.	Anx-6
7	The Bidder should have a local support office at Aurangabad, Maharashtra. If the bidder, at the time of bidding, does not have a local support office at Aurangabad then it should submit an undertaking on its letter-head regarding the timely establishment of same i.e. within 15 days from the date of work order, if awarded the work order/ contract.	Address Proof of Local Office (Lease agreement or sale deed)/ Undertaking on letter head.	Anx-7
8	Firm/company is not eligible to participate in this tender process while under sanction by NIELIT-Aurangabad, whether such sanction was directly imposed by NIELIT-Aurangabad, or imposed by	Undertaking to this effect shall be submitted by the applicant on its letter head.	Anx-8

S. No.	Eligibility Criteria	Supporting documents	To be annexed as
	NIELIT-Aurangabad pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a sanctioned or cross-debarred firm will be rejected. Similarly, at the time of bidding, the firms/companies having been blacklisted/ debarred in participating in any procurement activities by any State or Central Government in India/autonomous body /SPSUs/CPSUs/any other government organisation or its undertakings/Private or Government Engineering College/ITIs/ Polytechnics are not allowed to bid.		

It is compulsory to submit the following Annexures with above supporting documents through online (scanned and upload):-

(i) *Duly filled & Signed Technical Specification Annexure-II and Details of Supplier – Annexure – III (scanned and upload in Technical Bid):-*

(ii) **Price Bid in BoQ XXXX.xls format.- Annexure-II**

We agree to abide by all the conditions mentioned in this Tender Document issued by the NIELIT-Aurangabad and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein). We understand that NIELIT-Aurangabad is not bound to accept the offer and that NIELIT-Aurangabad has the right to reject the offer without assigning any reasons whatsoever.

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization:-

Place:

Date:

Annexure II

Technical Specifications

Technical Specifications “MATLAB SOFTWARE”

Sl. No	Category of product	Specification	Minimum Requirement	Qty
01	Software	MATLAB BASIC SOFTWARE with concurrent Version	25 User (perpetual Lic.)	01
	OS Support	Windows compatible with Ver. 8 to 10		
	Licence types & Keys	Perpetual /Floating types		
	Network Support	Network version		

Annexure III (i)

Offer of Technical Bid

Scanned copies of the following documents in the Technical Bid only

TECHNICAL BIDS-			
Product Name		MATLAB BASIC SOFTWARE	
Brand Name		MATHWORKS	
Model		Concurrent Version	
Sl. No	Specification	Minimum Requirement	Available Specification (Specify Exact Specification. Do not write Yes/ No)
1	MATLAB BASIC SOFTWARE with concurrent Version	25 User (Perpetual Lic.)	
	OS Support	Windows compatible with Ver. 8 to 10.	
	Licence types & Keys	Perpetual /Floating types	
	Network Support	Network version	

Financial Bid Annexure -III(ii)

Price Bid in BoQ XXXX.xls format.

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 DOCUMENT.

Name of the Tenderer/ Bidder: _____

Address for Correspondence : _____

Proforma as per BoQ format of CPP portal of the consolidated financial proposal for Supply of" **MATLAB BASIC SOFTWARE** is as follows:

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	7	8
1	MATLAB BASIC SOFTWARE (25 Users)	01				
Total in Figures:					0.00	INR Zero Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

To be uploaded in BoQ format in CPP portal

I undertake that:

- (a) Tendered rates are at par with the prevailing market rates and not more than the price usually charged 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.

Date:

Place:

Authorized Signatory: -

Seal of the Organization: -

Letter of undertaking IV

(ON THE LETTER HEAD OF THE BIDDER)

To,

**The Executive Director,
National Institute of Electronics and Information Technology (NIELIT),
CEDTI complex, Dr.B.A.M.University Campus, Aurangabad, Maharashtra-
431004**

Subject: Supply of “MATLB BASIC SOFTWARE” at NIELIT-Aurangabad

Sir,

This bears reference to NIELIT-Aurangabad tender No.NIELIT-A/CPP/TECH/EMBD-LAB/2020/001 date 03/01/2010 for supply of “MATLB BASIC SOFTWARE” We have critically examined the proposal and hereby, accept all the terms and conditions for submitting bid as mentioned in this tender Document. We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid and all declarations/undertakings are in the format prescribed.

Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any proposal you may receive.

The above document is executed on ____/____/2019 at (place) _____ and we accept that if anything out of the information provided by us is found wrong our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

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

Date:

Place:

Annexure V

SELF-DECLARATION – NON BLACKLISTING

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

To

**Executive Director,
National Institute of Electronics and Information Technology (NIELIT),
CEDTI complex, Dr.B.A.M. University Campus, Aurangabad, Maharashtra-
431004**

Sir,

In response to the tender No.NIELIT-A/CPP/TECH/EMBD-LAB/2020/001 dated: 03/01/2010 for supply of “MATLB BASIC SOFTWARE” “at NIELIT-Aurangabad”, 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 or Central Government in India/autonomous body /SPSUs/CPSUs/any other government organisation or its undertakings/Private or Government Engineering College/ ITIs/ Polytechnics 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 or Central Government in India/autonomous body /SPSUs/CPSUs/any other government organisation or its undertakings/Private or Government Engineering College/ ITIs/ Polytechnics 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 VII

REPRESENTATIVE AUTHORIZATION LETTER

Date : _____

Ref : _____

To

**The Executive Director,
National Institute of Electronics and Information Technology (NIELIT),
CEDTI Complex, Dr.B.A.M. University Campus, Aurangabad, Maharashtra-
431004**

Dear Sir,

Ms. /Mr. _____ is hereby authorised to sign relevant documents on behalf of the agency for the tender for **“SUPPLY OF MATLAB BASIC SOFTWARE” at NIELIT-Aurangabad**. She/he is also authorised to attend meetings and submit Technical & Financial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorised Signatory

Representative Signature

Company Seal

Annexure-IIX

Instructions to the Contractors/Bidders for the e-submission of the bids

online through eProcurement Portal

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enrol available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/ GNFC/ IDRBT/ MtnlTrustline/ SafeScrip/ TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected

16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

For any technical related queries please call the Helpdesk

Mobile Number: +91 8826246593

Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002.

E-mail: support-eproc@nic.in

Note: Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details.

For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.