



**REQUEST FOR PROPOSAL (RFP)**  
**FOR IT INFRASTRUCTURE SETUP AND MAINTENANCE**

**RFP Reference Number: NESL/AO/RFP/2017-18/001 Dated: 26<sup>th</sup> May, 2017**

Issued By: National E-Governance Services Limited

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## Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants, whether verbally or in documentary form by or on behalf of National E-Governance Services Ltd (NESL), is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by NESL to any parties other than the applicants who are qualified to submit the Bids (“Bidders”). The purpose of this RFP document is to provide bidder with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. NESL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. NESL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

## Important Detail about RFP

Note: Bids will be opened in the presence of the Bidders' representatives who choose to attend Bid opening meeting.

**Checklist**

The following items must be checked before the Bid is submitted:

1. Eligibility, Technical and commercial bids prepared in accordance with the RFP document.
2. Envelope “A” Eligibility Criteria Response.
3. Envelope “B” Technical Response
4. Envelope “C” Commercial bid.
5. RFP document duly sealed and signed by the authorized signatory on every page.
6. Demand Draft / Pay Order for Rs.2, 300.00 (i.e. Rs. 2,000 + Service Tax@15%) (Rupees Two Thousand Three Hundred only) towards Application Fee in Envelope – ‘A’
7. Demand Draft / Banker’s Cheque / Bank Guarantee of Rs. 1, 50,000/- (Rs. One lakh fifty thousand only ) towards Bid Security in Envelope – “A” Earnest Money Deposit (EMD)
8. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid duly sealed and signed by the authorized signatory.
9. All relevant certifications, audit reports, to be enclosed to support claims made in the Bid must be in relevant Envelopes.
10. All the pages and documents submitted as part of the Bid must be duly sealed and signed by the authorized signatory.
11. Prices to be quoted in Indian Rupees (INR).

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**SECTION 1 – BID SCHEDULE AND ADDRESS**

Sl. No.	Description	Particulars
1	Name of Project	RFP For “Infrastructure Setup and Maintenance at NESL Bengaluru Office”
2	Tender Reference Number	NESL/AO/RFP/2017-18/001 Dated: 26/05/2017
3	Date of Publishing of RFP Document in the website	26/05/2017, Friday
4	Last date and time of receiving pre-bid vendor clarifications in writing	02/06/2017, Friday, 17:00 hrs
5	Date of pre-bid meeting if any	09/06/2017, Friday, 16:00 hrs
6	Last date and time for Bid Submission	16/06/2017, Friday, 15:00 hrs
7	a) Date and Time of Eligibility & Technical Bid Opening	16/06/2017, Friday, 16:00 hrs
	b) Date and Time of Commercial Bid Opening	Will be intimated at a later date
8	Place of Bid Submission and opening of Bids	National E-Governance Services Ltd, Administrative office: 5 <sup>th</sup> Floor, Spencer Towers, 86, MG Road, Bengaluru-560001
9	Name and address for communication	Procurement, Administrative office: National E-Governance Services Ltd 5 <sup>th</sup> Floor, Spencer Towers, 86, MG Road, Bengaluru-560001
10	Bid related queries	procurement@nesl.co.in
11	Application Fee	Rs 2, 000/-
12	EMD	Rs. 1,50,000/-

2. Date, Time & Address for Commercial Bid Opening will be intimated later to eligible qualified Bidder.
3. Application Fee: DD shall be made in favor of “National E-Governance Services Ltd” of amount Rs.2300/- (Rupees Two Thousand Three Hundred only) payable at Bengaluru. i.e. Rs.2,000 + Service Tax@15%, (Non-Refundable)
4. Demand Draft / Banker’s Cheque / Bank Guarantee of INR 1,50,000/- (Rupees One Lakh Fifty Thousand Only) towards Bid Security in Envelope – “A” Earnest Money Deposit (EMD), shall be made in favor of “National E-Governance Services Ltd” at Bengaluru.

## SECTION 2 – INTRODUCTION

### 2.1 About NESL

NESL is incorporated as a Union Government Company and owned by leading Public Financial Institutions. NESL is an information infrastructure institution dealing with critical financial information projects that aim at better serving the financial sector and its stakeholders, besides citizen-centric projects.

### 2.2 Objective of this RFP

National E-Governance Services Ltd proposes to select a vendor through tender process for providing “Infrastructure setup and maintenance at NESL Bengaluru office” as mentioned in this RFP document.

## SECTION 3 – SCOPE OF WORK

### 3.1 Infrastructure setup and maintenance at NESL Bengaluru Office

#### 1. 15 Laptops

S.N	Laptop Specifications	Requirements
1.	Processor	7th Generation Intel Core i7 equivalent or higher
2.	Memory	8 GB or Higher
3.	Storage	256 GB or higher
4.	Operating System	Win10 preinstalled
5.	Display	13 to 14 inch LED-Backlit Touch Display
6.	Wireless	802.11 ac, Bluetooth 4.0 or higher
7.	Camera	Integrated HD Webcam
8.	Battery	At least 6 hours standby
9.	Ports	2 or more USB 3.0, HDMI, headphone/Microphone
10	Weight	Less than 1.7Kg
11.	Others	Integrated Graphics, without CD/DVD drive, carry bag

The commercials will be evaluated for 15 Laptops, but NESL reserves the right to place order for additional Laptops on a rate contract valid for a period of 6 months from the beginning of the contract.

**2. 10 thin clients**

S.N	Thin Client Specifications	Requirements
1.	Operating System	Loaded with Windows 10
2.	Processor	Dual core or higher, 1.2 GHz or higher speed
3.	Memory	2GB or higher
4.	Display	19 inches or higher, resolution of 1920 x 1080 (16:9) or higher
5.	Network	Gigabit Ethernet LAN Support
4.	Wireless	802.11 a/g/n, Bluetooth
6.	Ports	4 or more USB ports (at least 2 USB 3.0 ports)
7.	Others	Integrated Graphics, keyboard, Mouse, VGA Video Inputs

**3. MS-Office standard software for all Laptops and Thin Clients**

- 4. Configurable Access controls for Laptops and Thin Clients (Domain restrictions, website restrictions, etc)**
- 5. Antivirus, Next Generation Firewall, Encryption licence with full disk encryption support - all for 25 users (and 10 additional licences for Antivirus for existing Desktops)**

**Antivirus**

Antivirus Specifications	
1.	Shall support Windows 10 platform and later
2.	Should have the ability to detect and remove unwanted toolbars, adware, spyware, dialers, etc & post detection the actions that the antivirus program performs must be the following: Alert / Notify , Clean, Delete / Remove, Move / Quarantine, Prompt for Action
3.	It must provide automated download of latest virus signature updates from the Internet to Laptops.
4.	Prevent memory intensive processes like scheduled scans from running whenever the laptop is running on a battery
5.	Should support file scan caching to avoid repetitive scanning of files which are unchanged since the previous scan
6.	Antivirus must automatically scan USB devices and other storage peripherals in real-time when accessed.
7.	Should allow the On Demand Scanner to recognize the last scanned file and resume scanning from that file if an “On demand Scan” is interrupted
8.	Should Automatically check & Downloads critical updates from the Microsoft website to prevents malwares from exploiting vulnerabilities, existing in the Operating System.

9.	Should include the Rescue Disk for removing virus from infected computers that cannot be cleaned in the normal mode of Windows Operating system.
10.	Should be capable of blocking TCP/IP ports on the System and also creating exceptions for specified applications to use these blocked ports.
11.	Should Block Threats like Viruses, Trojans and Spy ware in Files, email and Web downloads.
12.	Should identify a downloaded file or application as dangerous before installing or running it on the computer.
13.	Should provide self protection from modifying or disabling Virus Scan Feature.
14.	Should proactively protect by checking and blocking online threats when browser loads, to stop online threads before they can do damage.
15.	Should support protection against potentially unwanted programs
16.	Should categories URLs for threats like – Spywares, Trojans, Spam, Adware, Red links
17.	Should scan system memory for installed root kits, hidden processes, and other behaviour that suggest presence of malicious code
18.	Should allow for automated rollback of virus definition, if required
19.	The solution must be able to auto-quarantine or auto-delete spyware or adware

**Next Generation Firewall**

**Hardware based unified threat management with functionalities of IPS, Firewall, Antivirus-malware, Anti-spam, VPN and URL-Application filtering**

1.	100/1000Mbps ports	Min 4
2.	Firewall throughput	Min 100Mbps
3.	IPS throughput	Min 50Mbps
4.	No. of license	Unlimited User license
5.	VLAN	802.1Q supported.
6.	Firewall:	Access control: The Firewall Software should enable network administrators to securely control access to clients, servers and applications, with detailed visibility into the users, groups, applications, machines and connection types. NAT and PAT: should support Network address Translation, and port address translation. Bridge: Bridge mode firewall features should be supported.
7.	Identity Awareness	Visibility of user activities Control and deployment of resources optimally Identify, allow, block or limit usage of applications and traffic by user or group

8.	IPS Complete integrated IPS functionality Inspect SSL traffic Dynamic threat management	Vulnerability and exploit signatures Protocol validation Anomaly detection Behaviour-based detection Multi-element correlation
9.	URL Filtering	Complete web usage control through URL and application filtering. Scan archive files up to two levels.
10.	Anti-virus and anti-malware	Real time check for anti-malware. Scanning while downloading
11.	Anti-spam and email security	Comprehensive spam security , up to 95% Simple configuration and management Content based anti-spam RBL based anti-spam Trusted domains/users list
12.	Networking	Support all Internet protocols Dynamic routing protocols QOS
13.	VPN	Minimum 150 number of remote access VPN should be supported from day one.
14.	Network Monitoring	Comprehensive network monitoring Customised flow Actions: log/alert/SMS/reporting/logging Web based access

**6. Backend server for thin clients with redundancy that can scale up to 50 users.**

**7. Solution for configurable backups, quota up to 50 GB per user for above users (Hardware/Software/Storage RAID 5/Auto backup application)**

S.No.	Backend Server Specifications	Requirements
1.	Chassis/Model	4U or lower - Rack Mountable
2.	Processor	Latest generation processor, 8-core or above
3.	Processor Speed	2.0 GHz or above
4.	Cache Memory	25MB or above
5.	Memory	64 GB or above. Memory Protection:- Advanced ECC (multi-bit error protection)
6.	Storage	At least 10 TB in RAID 5
7.	Network	4 Nos. of Gigabit Ethernet Ports (Either Embedded or PCI Slot based)
8.	I/O Ports	DVD-RW drive, USB 3.0- 5 Nos (min), management port

9.	Power Supply	Fully Populated:- Redundant Power Supplies and Fans
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**8. Network**

- Gateway that can auto failover/load balance over the two internet connections
- Content filtering, blocking websites, etc
- Endpoint Security, DDOS, etc
- All the hardware’s should support for both IPv4 and IPv6
- LAN requirements (includes switches) from gateway to thin clients/desktops/laptops
- 2 VLAN or LAN, one for regular users and another for secured zone users with VPN

S. No	Gateway Specifications	Requirements
1	Throughput	At least 500Mbps aggregate throughput
2	Ports	At least 2 WAN ports in (active-active) for load balancing, at least 2 LAN (RJ45) ports, and 1 Management port for console
3	RAM	Minimum 1 GB RAM or higher
4	Flash memory	256MB or higher
5	Features	Firewall protection, IPv6 support, VPN support, MPLS support, Content filtering, syslog support and IPSec
6	Routing protocols	OSPF, IS-IS, BGP, EIGRP, DVMRP, static IPv4 routing, static IPv6 routing, PIM-SM, IGMPv3, PIM-SSM, policy-based routing (PBR) and MPLS

S.No.	Switch Specifications	Requirements
1.	Size	1U Rack Mountable switch, 48 Ports or above
2.	Power supply	230V–50Hz power supply
3.	Ports	48x10/100/1000Mbps RJ45 Ethernet ports or above 4x 1000Base-SX up link ports or above Non-blocking, wire-speed L2/L3 Switching performance for all ports
4.	VLAN support	802.1Q tag-based VLANs and trunking Protocol-based VLAN Management VLAN No. of VLANs 4000
5.	Security Features	Secure Shell(SShV2)Protocol and Simple Network Management Protocol version3(SNMPv3),Web based (HTTP/HTTPS) management interface, Port Mirroring

**9. WLAN for all laptop/desktop users (excluding Thin Client)**

S.No.	WLAN AP Specifications	Requirements
1.	Radio	Both 2.4 GHz and 5 GHz., Should be Dual Radio and Dual band supporting
2.	Antenna	Support for external/ Integrated antennas/ inbuilt Wi-Fi antenna for both radio
3.	Support	10/100/1000baseT POE Ethernet interface
4.	Authentication	IEEE 802.1X authentication using EAP, MAC address authentication using local or RADIUS access lists, RADIUS AAA using EAP-MD5, PAP, CHAP, and MS-CHAPv2, AEP and TKIP, Wi-Fi Protected Access 2 (WPA2), WEP, WPA, EAP, AES
5.	Type of fixing	Wall Mountable, power saving feature, QOS support, Compatible with existing LAN
6.	Features	DHCP mode and static IP modes, Allow IP NAT (Network Address Translation) for local LAN support, DNS Support Static/ Dynamic, should support simultaneous concurrent login session, should support external NAT, should support bridge mode

**10. Server room**

- Setting up server room with the required hardware/network gear including rack frame, cable manager etc

**11. Cabling**

- Structured Cabling has to be established for voice and data of 30 ports each. The architecture should be scalable to at least 50 numbers of ports each. Per port rate for both voice and data to be clearly indicated in the commercials. The commercials will be evaluated for 30 ports each of voice & data, but NESL reserves the right to place order on lesser/higher number of ports

**12. Security**

- Biometric (fingerprint) Access Controls (in and out) for Server Room
- Biometric (fingerprint) Access Controls (in and out) for Secured Zone
- 6 CCTV Cameras 1.3 MP (with integrated storage for six months log retention)
- Biometric (fingerprint) Access Control (in and out) (for attendance)

**3.2 Pricing**

Vendor to provide quotation for the entire IT Infrastructure & services including AMC for 3 years

**Note:** All work should be carried out during off business hours and should not cause any outage/disruption during regular business hours. Solution should consider meeting compliance and future audit requirements.

### 3.3 Terms and Conditions for Infrastructure Support

The Vendor shall provide comprehensive support for the entire infrastructure that is part of this RFP.

- 3.1.1 Nature of Support required:** 24x7 support for a duration of 3 years from the date of installation and commissioning in respect of Laptops and for other infrastructure /services 3 years from the date of commencement of the service.
- 3.1.2 Service Window & Call registration :** 24x7
- 3.1.3 Response:** Within 4 hours.
- 3.1.4 Resolution: Next Business Day.**
- 3.1.5 Call Registration Process:** Via Web, Phone & E-Mail.
- 3.1.6** The Vendor shall attend unlimited breakdown calls on receipt of complaints. No Spares or any other Items will be supplied by NESL.
- 3.1.7** Well trained engineers for Hardware and Software (wherever applicable) are to be arranged by the Vendor.
- 3.1.8** All spares to be used shall be genuine or compatible spare parts (in that order) and the same shall be procured from the authorized dealers or Manufacturers.
- 3.1.9** Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.
- 3.1.10** The Vendor shall maintain service log book and record the nature of service rendered during each trouble shoot by the service representative and the same shall be duly signed by the NESL official.
- 3.1.11** To co-ordinate with OEMs for support for configuration issues, hardware replacement etc.
- 3.1.12** To provide patches / OS upgrades during the period of AMC, wherever applicable, without any extra cost to NESL.
- 3.1.13** To provide support for the servers and computer peripherals in case they are shifted to other location.
- 3.1.14** All the above assets are in working condition and are in use which may be verified before commencement of AMC.
- 3.1.15** Onsite technical support to be provided between 9 am to 8 pm on all working days
- 3.1.16** The scope of work is to provide support at the specified offices of NESL. In the beginning, support will be only for the Administrative Office at Bengaluru, but it may be extended to other offices of NESL as and when deemed necessary by NESL. The address of the Administrative Office is as under:

National E-Governance Services Limited  
5th Floor, Spencer Towers,  
86, MG Road, Bengaluru - 560001

## SECTION 4 – ELIGIBILITY CRITERIA

### 4.1 Pre-requisite

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the RFP document. The Bidder should also possess technical know-how and financial wherewithal that would be required to complete the scope of work. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.

### 4.2 Eligibility Criteria

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below. Failure to provide the desired information and documents may lead to disqualification of the Bidder.

- 4.2.1** The Bidder should be a Company registered under the Companies Act, 1956 or Companies Act, 2013 since last three years.
- 4.2.2** The bidder should have minimum annual turnover of Rs. 25 crores during the last three financial years or Calendar Years or the Bidder’s financial year.
- 4.2.3** The Bidder should be a profit (profit after tax) making Company in any one of the last three financial or Calendar years or the bidder’s financial year.
- 4.2.4** The Bidder should not be currently blacklisted by any Government/Government agency/ Bank/ institution in India or abroad.
- 4.2.5** The Bidder should provide references of two corporate clients, who have availed similar services from the bidder during the last 2 financial years, to ensure past implementation experience.
- 4.2.6** The Bidder should be able to provide support at NESL Bengaluru.
- 4.2.7** The company should have adequate technical resources with appropriate qualifications, skills and experience relevant to RFP work. The resources for the project shall be deployed at NESL only after approval/ consent from NESL.

## SECTION 5 - DURATION OF AMC

### 5.1 Duration of AMC

The duration of AMC will be for a period for a duration of 3 years from the date of installation and commissioning in respect of Laptops and for other infrastructure /services 3 years from the date of commencement of the service.

## SECTION 6 – INSTRUCTION TO BIDDERS

### A. The Bidding Document

#### 6.1 RFP

- 6.1.1** RFP shall mean Request for Proposal
- 6.1.2** Bid, Tender and RFP are used to mean the same.

#### 6.2 Content of Bidding Document

- 6.2.1** The Bid shall be in 3 separate envelopes, Envelope A, B and C. The contents of the Envelopes are mentioned in clause 6.11.

#### 6.3 Clarifications of Bidding Documents

- 6.3.1** A prospective Bidder requiring any clarification on the Bidding Documents may notify NESL in writing at NESL’s address as mentioned in clause 9.17 or through email any time prior to the deadline for receiving such queries as mentioned in Section 1.

- 6.3.2** Bidders should submit the queries only in the format given below:

Sr. No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remark (if any)

### B. Preparation of Bid

#### 6.4 Bid Price

- 6.4.1** Prices should include all cost including all taxes, duties levies, VAT/Sales Tax and fees whatsoever. Taxes should be shown separately in the Price Schedule.

#### 6.5 Earnest Money Deposit (EMD)

- 6.5.1** The bidder is required to deposit Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of Demand Draft/ Pay Order in the favour of “National E-Governance Services Ltd” payable at Bengaluru as Earnest Money Deposit or Bank Guarantee issued by a scheduled Commercial Bank valid for six months as per the format.
- 6.5.2** No interest will be paid on the EMD.

## 6.6 Return of EMD

- 6.6.1** The EMD of the successful Bidder/s shall be returned / refunded after furnishing Performance Guarantee as required in the RFP.
- 6.6.2** EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of the successful Bidder, whichever is earlier.

## 6.7 Forfeiture of EMD

### 6.7.1 The EMD made by the bidder will be forfeited if:

- a) The bidder withdraws its bid before opening of the bids.
- b) The bidder withdraws its bids after opening of the bids but before the Notification of the Award.
- c) The selected bidder withdraws its bid / proposal before furnishing Performance Guarantee.
- d) The bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) Failure to accept the order by the selected Bidder within seven days from the date of receipt of the order makes the EMD liable for forfeiture at the discretion of NESL. However NESL reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- f) Failure to submit the Performance Guarantee within stipulated period from the date of execution of the contract makes the EMD liable for forfeiture. In such instance, NESL at its discretion may cancel the order placed on the selected Bidder without giving any notice.

## 6.8 Period of Validity of Bids

- 6.8.1** Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. NESL holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

## 6.9 Format of Bid

- 6.9.1** The bidders shall prepare one hard copy (marked as “ORIGINAL”) of the Bid.

## 6.10 Signing of Bid

- 6.10.1** The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

## C. Submission of Bid

### 6.11 Three-Envelope Bidding process

**6.11.1** The Bid shall be prepared in 3 different envelopes, Envelope A, Envelope B and Envelope C.

**6.11.2** Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as “Request for Proposal for Infrastructure Setup and Maintenance at NESL Bengaluru office “

**6.11.3 The inner and outer envelopes shall**

1. Be addressed to NESL at the address mentioned in Section 1.
2. The inner envelopes shall indicate the name and address of the Bidder.
3. If the outer envelope is not sealed and marked as indicated, NESL will assume no responsibility for misplacement of the Bid or premature opening.

### 6.12 Contents of the 3 Envelopes

**6.12.1** Envelope “A” Eligibility Criteria

The following documents shall be inserted in Envelope A:

1. Annexure - A1 Bidder’s Letter for EMD
2. Annexure - A2 Bid Security (Bank Guarantee)
3. Annexure - A3 Performa of Bank Guarantee
4. Annexure - A4 Bidder’s Information
5. Annexure - A5 Eligibility Criteria Matrix
6. Annexure - A6 Declaration regarding Clean Track Record by Bidder
7. Annexure - A7 OEM/Manufacturer’s authorization letter
8. Annexure – A8 RFP document duly signed and sealed by the authorized signatory
9. Annexure – A9 Demand Draft / Pay Order for Rs.2,300.00 (i.e. Rs.2,000+Service Tax @15%) (Rs. Two Thousand Three Hundred only) towards Application Fee

**6.12.2** Envelope “B” Technical Bid:

The following documents shall be inserted in Envelope B

1. Technical Proposal – (Annexure – B1)
2. Compliance sheet for Scope of Work – (Annexure-B2)
3. Commercial Bid and Bill of Material with Price masked – (Annexure – B3)
4. Client Reference – (Annexure – B4)

### **6.12.3 Envelope “C” Commercial Bid**

1. Commercial Bid Letter (Annexure C1)
2. Commercial Bid Format (Annexure C2)
3. Non Disclosure Agreement (Annexure C3)

## **6.13 Bid Submission**

**6.13.1** Bids sealed in accordance with the Instructions to Bidders should be delivered at the address as mentioned in Section 1.

**6.13.2** The offers should be made strictly as per the formats enclosed.

## **6.14 Bid Currency**

**6.14.1** All prices shall be expressed in Indian Rupees only.

## **6.15 Bid Language**

**6.15.1** The bid shall be in English Language.

## **6.16 Deadline for Submission**

**6.16.1** The last date of submission of bids is given in Section 1, unless amended by NESL through its website.

## **6.17 Extension of Deadline for submission of Bid**

**6.17.1** NESL may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through NESL website, in which case all rights and obligations of NESL and Bidders will thereafter be subject to the deadline as extended.

## **6.18 Late Bid**

**6.18.1** Bids received after the scheduled time will not be accepted by NESL under any circumstances. NESL will not be responsible for any delay due to postal service or any other means.

## 6.19 Modifications and Withdrawal of Bids

**6.19.1** Bids once submitted will be treated as final and no further correspondence will be entertained on this.

**6.19.2** No bid will be modified after the deadline for submission of bids.

## 6.20 Right to Reject, Accept / Cancel the bid

**6.20.1** NESL reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

**6.20.2** NESL does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. NESL also has the right to re-issue the Tender without the Vendors having the right to object to such re-issue.

## 6.21 RFP Abandonment

**6.21.1** NESL may at its discretion abandon the RFP process any time before the issuance of Purchase Order, without assigning any reasons what so ever.

## 6.22 Bid Evaluation Process

**6.22.1** The Bid Evaluation will be carried out in 2 stages as has been detailed under clause 7.1.1

## 6.23 Contacting NESL

**6.23.1** From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact NESL for seeking any clarification on any matter related to the Bid, it should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact NESL with a view to canvas for a bid or put any pressure on any official of the NESL may entail disqualification of the concerned Bidder or its Bid.

## **SECTION 7 – BID OPENING**

### **7.1 Opening of Bids**

**7.1.1** Bids will be opened in 2 stages:

Stage 1 – In the first stage only the Eligibility and Technical Bids i.e. Envelope A and Envelope B, will be opened.

Stage 2 – In the second stage the Commercial Bids i.e. Envelope C will be opened.

### **7.2 Opening of Technical Bids**

**7.2.1** NESL will open Envelopes “A” and “B” in the presence the of Bidder’s representatives who choose to be present on the date, time and address mentioned in Section 1 or as amended by NESL from time to time.

**7.2.2** The representatives of the Bidders have to produce an authorization letter from the Bidders to represent them at the time of opening of Technical bids. Only one representative will be allowed to represent each Bidder. In case the Bidders’ representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of NESL.

**7.2.3** The Bidder’s representatives who are present shall sign the register as attendance evidence. In the event of the specified date of bid opening being declared a holiday for NESL, the bids shall be opened at the appointed time and place on next working day.”

### **7.3 Opening of Commercial Bids**

**7.3.1** Only those Bids that are technically qualified will be eligible for opening of commercial bids.

**7.3.2** The representatives of the Bidders have to produce an authorization letter from the Bidders to represent them at the time of opening of Commercial bids. Only one representative will be allowed to represent each Bidder. In case the Bidders representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of NESL.

**7.3.3** The Bidders’ representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for NESL, the bids shall be opened at the appointed time and place on next working day.

## **SECTION 8 – BID EVALUATION**

### **8.1 Preliminary Examination of the Bids**

- 8.1.1 NESL will examine the bids to determine whether they are complete, required information have been provided as underlined in the bid document, the documents have been properly signed, and whether bids are generally in order.
- 8.1.2 NESL may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 8.1.3 If a Bid is not substantially responsive, it will be rejected by NESL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

### **8.2 Evaluation of the Bids**

- 8.2.1 Compliance to Requirement stipulated in the RFP, duly supported by documentary evidence will be evaluated in detail.
- 8.2.2 Written reply, if any, submitted in response to the clarification sought by NESL, if any, will be reviewed.
- 8.2.3 NESL may interact with the Customer references submitted by bidder, if required.

### **8.3 Evaluation of Commercial Bids**

- 8.3.1 Commercial bids of only the technically qualified shortlisted bidders will be opened and evaluated.
- 8.3.2 Arithmetic errors in the Bids submitted shall be treated as follows:
  - 1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
  - 2. 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 opinion of the NESL, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
  - 3. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totalling the line items in the Commercial Bid will govern.

## 8.4 Successful Evaluated Bidder

**8.4.1** Bidder who has quoted the lowest will be declared as successful evaluated bidder who will be called L1 Bidder.

## SECTION 9 – TERMS AND CONDITIONS

### 9.1 Notification of Award/Purchase Order

**9.1.1** Upon the successful Bidder accepting the Purchase Order and signing the contract, and NDA, NESL will notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

### 9.2 Single Bid Situation

**9.2.1** Knowing the complexity of the subject, even if NESL receives single bid or eventually there is only one bidder who qualifies in the technical evaluation process, NESL will proceed towards commercial evaluation & subsequent identification of the vendor as mentioned in the RFP evaluation section.

### 9.3 Performance Bank Guarantee (PBG)

**9.3.1** The bidder shall submit Performance Bank Guarantee (PBG), in the format prescribed by the NESL, valid for 1 year to be renewed on yearly basis, within 14 working days of receipt of Purchase Order. The PBG should be for an amount equal to 10% of the value of the Purchase Order for the relevant year, i.e. 1st, 2nd or 3rd year.

### 9.4 Signing of Purchase Order

**9.4.1** Within 3 days of receipt of Purchase order the successful Bidder shall accept the Purchase Order.

**9.4.2** Failure of the successful Bidder to comply with the above requirements shall constitute sufficient ground for the annulment of the award.

### 9.5 Taxes and Duties

**9.5.1** All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per the then prevailing rate.

**9.5.2** Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc.

**9.5.3** The benefits realized by bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the bidder to NESL.

## 9.6 Penalty for delay in services

Penalty will be levied, if the calls are not resolved within 24 hours or one business day, @ Rs. 500/ per equipment per day with the maximum of 5% of quarterly billing.

## 9.7 Execution of Agreement

**9.7.1** Within 21 days from the date of acceptance of the order, the selected bidder shall sign a stamped “Contract Agreement” with the NESL at the time, place and in the format prescribed by the NESL. Failure to execute the Contract Agreement makes the EMD liable for forfeiture at the discretion of the NESL and also rejection of the selected Bidder.

**9.7.2** The Contract Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Contract shall be executed in English language in one original, the NESL receiving the duly signed Original and the selected Bidder receiving the photocopy. The contract shall be valid till all contractual obligations are fulfilled.

## 9.8 Delivery, Installation & Commissioning:

**9.8.1** NESL shall provide the address and contact details for delivery of Laptops while placing the order.

**9.8.2** Delivery of all Hardware & Software in the RFP should be within 5 weeks from the date of receipt of the Purchase Order.

**9.8.3** Non-compliance of the above delivery clause 9.8.2 will result in imposing penalty at 0.50% per week or part thereof, on the invoice value.

**9.8.4** The successful bidder should ensure installation, configuration and commissioning of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the NESL office within 2 weeks from the date of delivery of all the materials

**9.8.5** Non-compliance of the above installation clause 9.8.4 will result in imposing penalty at 0.50% per week or part thereof, on the invoice value branch / location wise.

## 9.9 Defect liability

In case any of the supplied and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and / or do not achieve the guaranteed performance as specified herein, within the warranty and AMC period (if contracted) of the contract, the bidder shall forthwith replace/make good such defective supplies at no extra cost to the NESL without prejudice to other remedies as may be available to the NESL as per RFP terms.

## 9.10 Payment Terms

### 9.10.1 Payment Schedule:

Milestone	Description	Payment %
1st Instalment	Upon Delivery	80%
2nd Instalment	Upon satisfactory installation	10%
3rd Instalment	Upon completion of warranty period of 1 year	10%

**9.10.2** PAN card details should be furnished before claiming payment.

**9.10.3** Appropriate TDS will be deducted as per prevailing tax rules.

## 9.11 Price

**9.11.1** There shall be no increase in price for any reason whatsoever.

## 9.12 Confidentiality and Publicity

**9.12.1.** Each party undertakes at all times to hold in confidence the Confidential Information of the other party, and use only for the purposes hereof and not to print, publicize or otherwise disclose to any third party.

“Confidential Information” of the other party means this RFP, any agreement, purchase order issued to the successful bidder (hereinafter referred to as “Agreement”), document, material, idea, data or other information which relates to either the bidder’s or NESL’s research and development, trade secrets or business affairs or which is marked as confidential and disclosed or may be disclosed by either party to the other for the purposes hereof. “Confidential Information” of the other party does not however include any document, material, idea, data, or other information which:

1. is known to the receiving party, under no obligation of confidence, at the time of disclosure by the other party; or
2. is or becomes publicly known through no wrongful act of the receiving party; or
3. is lawfully obtained by the receiving party from a third party who in making such disclosure breaches no obligation of confidence to the other party; or
4. is independently developed by the receiving party; or
5. is required to be disclosed by law or regulatory authority.

Nothing in the Agreement shall be construed to prevent or restrict the bidder or NESL from disclosing or using in the course of its business any technical knowledge, skill or expertise of a generic nature acquired in the performance of this Agreement.

In the event of disclosure of Confidential Information to a third party in default of the provisions of this Clause, the defaulting party shall use all reasonable endeavours to assist the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information.

The Parties’ obligations under this Section shall extend to the non-publicizing of any dispute arising out of the Agreement.

The terms of this clause shall continue in full force and effect for a period of three (3) years from the date of disclosure of such Confidential Information.

In the event of termination of the Agreement, upon written request of the disclosing Party, the receiving Party shall immediately return the disclosing Party’s Confidential Information, or at the disclosing Party’s option destroy any remaining Confidential Information and certify that such destruction has taken place. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure 8 hereof.

### 9.13. Indemnity

**9.13.1** The bidder shall indemnify, protect and save NESL and hold NESL harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

**9.13.2** Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. However, in case of damages, loss or liabilities suffered by NESL arising out of claims made by its customers and/or regulatory authorities, indemnity would be unlimited.

### 9.14 Liability

**9.14.1** The selected Bidder will be liable for all the deliverables.

The Bidder’s aggregate liability in connection with obligations undertaken under the purchase order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/purchase order.

The Bidder’s liability in case of claims against NESL resulting from gross misconduct or gross negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

## 9.15 Termination of Contract

### **For Convenience:**

NESL by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder’s performance under the contract is terminated and the date upon which such termination become effective. NESL may consider request of the bidder for pro-rata payment till the date of termination.

### **For Insolvency:**

NESL may at any time terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NESL.

### **For Non-performance:**

NESL reserves its right to terminate the Agreement in the event the bidder repeatedly fails (say more than three occasions in a calendar year) to maintain the service levels prescribed by NESL in scope of work of this RFP.

### **For delayed or non-delivery:**

NESL would levy penalties and Liquidated Damages (LD) as explained in the RFP document. In deserving cases NESL may effect termination of contract also.

### **Effect of Termination:**

In the event of termination of the Agreement hereunder, NESL shall pay the bidder all undisputed fees as specified in the SOW/ Purchase Order, for all deliverables until the termination.

## 9.16 Liquidated Damages (LD)

The selected bidder shall indemnify NESL and be liable for loss due to malfunctioning of the equipment or any software as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said vendor.

Penalties/Liquidated damages for delay in Delivery and Installation:

Non-compliance of the above delivery and installation clauses will result in NESL imposing penalty of (0.50% on delay in delivery and 0.50% for delay on installation) per week or part thereof, of the invoice value. However the total LD to be recovered under this clause shall be restricted to 5% of the total value of the Order.

Penalties/liquidated Damages for non -performance:

If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify or replace the same at bidders cost to comply with the specifications immediately to ensure the committed delivery and installation, failing which NESL reserves its right to reject the items.

The liquidated damages shall be deducted/recovered by NESL from the Bidder. Any money due or becoming due to the bidder under this purchase contract may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued Under this contract, levying liquidated damages

without prejudice to NESL's right to levy any other penalty where provided for under the Contract.

All the above LDs are independent of each other and are applicable separately and concurrently. LD is not applicable for the reasons attributable to NESL and Force Majeure.

### 9.17 Force Majeure

If either party is prevented, restricted, delayed or interfered by reason of: a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or e) Any other circumstances beyond the control of the party affected; then notwithstanding anything hereinbefore contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Agreement at any time thereafter by intimating the other party.

Notwithstanding the provisions of the SOW, the successful bidder or NESL shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure. For purposes of this clause, “Force Majeure” means an event beyond the control of the successful bidder and not involving NESL or the successful bidder’s fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the successful bidder shall promptly notify NESL in writing of such condition and cause thereof. Unless otherwise directed by NESL in writing, the successful bidder shall continue to perform its obligations under contract as far as possible.

Neither party shall have any liability to the other in respect of the termination of the Agreement as a result of an Event of Force Majeure.

### 9.18 Resolution of Disputes

All disputes or differences between NESL and the bidder shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Bengaluru.

NESL and the bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If, NESL and the bidder have been unable to resolve amicably a dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

The dispute resolution mechanism to be applied shall be as follows:

1. In case of Dispute or difference arising between NESL and the bidder relating to any matter arising out of or connected with the Agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of sole arbitrator appointed jointly by both the parties.
2. Arbitration proceedings shall be held at Bengaluru, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

### **9.19 Applicable Law**

**Applicable Law:** The Agreement shall be governed by and interpreted in accordance with the Indian Law. The jurisdiction and venue of any action with respect to the subject-matter of the Agreement shall be the Courts of Bengaluru in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

**Governing Language:** All correspondences and other documents pertaining to this Agreement shall be in English only.

### **9.20 Addresses for Notices**

Following shall be address of NESL and Bidder.

**NESL address for notice purpose:**

**Executive Director,  
National E-Governance Services Ltd  
Administrative office:  
5<sup>th</sup> Floor, Spencer Towers,  
86, MG Road,  
Bengaluru-560001**

Bidder’s address for notice purpose:

(To be filled by bidder)

Sd/-

(Mohanram Natarajan)  
Executive Vice President

## Section 10: DOCUMENTS/ FORMS TO BE PUT IN ENVELOPE ‘A’

### ANNEXURE - A1 BIDDER’S LETTER FOR EMD

To

The Chief Executive Officer

National E-Governance Services Ltd,  
Administrative office:  
5<sup>th</sup> Floor, Spencer Towers,  
86, MG Road,  
Bengaluru-560001

Subject: RFP No: NESL/AO/RFP/2017-18/001 dated dd/mm/yyyy for selection of vendor for the “-----  
-----”

We have enclosed an EMD in the form of a Demand Draft No .\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only). This EMD is as required by clauses 6.5, 6.6 and 6.7 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

**ANNEXURE A2 BID SECURITY (BANK GUARANTEE)**

\_\_\_\_\_

\*Bank's Name, and Address of Issuing Branch or Office+

National E-Governance Services Ltd: \_\_\_\_\_

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

BID GUARANTEE No.: \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under RFP No. \_\_\_\_\_

Furthermore, we understand that, according to your conditions, bids must be supported by a bank guarantee.

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by NESL during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire:

(a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or

(b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder’s Bid.

Consequently, any demand for payment under this guarantee must be received by us at the Office on or before that date.

---

[Signature]

---

\*Bank’s Name, and Address of Issuing Branch or Office+

**ANNEXURE A3 PROFORMA OF BANK GUARANTEE**

Date

Beneficiary: NATIONAL E-GOVERNANCE SERVICES LTD

Address

Performance Bank Guarantee No:

We have been informed that ----- ( herein after called “the Supplier”) has received the purchase order no. “-----” **dated** ----- issued by National E-Governance Services Ltd (NESL), for ----- (hereinafter called “the Purchase Order”).

Furthermore, we understand that, according to the conditions of the Purchase order, a Performance Bank Guarantee is required to be submitted by the Supplier to National E-Governance Services Ltd.

At the request of the Supplier, We -----(name of the Bank , the details of its incorporation) having its registered office at ----- and, for the purposes of this Guarantee and place where claims are payable, acting through its --- branch presently situated at ----- (hereinafter referred to as "Bank" which term shall mean and include, unless repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of Rs.----- (in figures) (Rupees----- (in words)----- only) upon receipt by us of your first demand in writing declaring the Supplier to be in default under the purchase order, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein. Please note that you may, if you so require, independently seek confirmation with –(Bank Name & Issuing branch address)-----, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing: The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. -----(Amount in figures and words). This bank guarantee is valid upto ----- . The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of National E-Governance Services Ltd within twelve months from the date of the expiry of the validity period of this Bank Guarantee. Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- ( date should be one year from the date of expiry of guarantee) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Bengaluru shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to ----- (Bank & Its Address), upon (a) its discharge by payment of claims aggregating to Rs. ----- (Amount in figures & words); (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c)

Claim Expiry Date (date should be one year from the date of expiry of this Bank Guarantee). All claims under this Bank Guarantee will be payable at \_\_\_\_\_  
\_\_\_\_\_ (Bank & Its Address).

Kindly return the original of this Bank Guarantee to \_\_\_\_\_  
Its Address), upon (a) its discharge by payment of claims aggregating to Rs. \_\_\_\_\_

**(Bank & Amount in figures & words)**

(b) Fulfilment of the purpose for which this Bank Guarantee was issued; or (c) Claim Expiry Date (date should be one year from the date of expiry of this Bank Guarantee).

All claims under this Bank Guarantee will be payable at -----  
----- (Bank & Its Address).

**{Signature of the Authorized representatives of the Bank}**

**ANNEXURE A4 BIDDER’S INFORMATION**

Sl. No	Details of the Bidder	
1	Name of the Bidder	
2	Address of the Bidder	
3	Status of the Company (Public Ltd/ Pvt Ltd)	
4	Details of incorporation / registration of the Company along with the certificate	Date: Ref#
5	Details of Commencement of Business if applicable	
6	Valid Sales tax registration no	
7	Valid Service tax registration number	
8	Permanent Account No (PAN)	
9	Name and designation of the contact person to whom all references shall be made regarding the tender	
10	Telephone no (with STD code)	
11	Contact Person's email id	
12	Fax No (with STD code)	
13	Website	

Financial Details (as per audited Balance Sheets) (Rs. in Crore)				
14	Year	2013-14	2015-16	2016-17
15	Net worth			
16	Turn Over			
17	PAT			

**ANNEXURE A5 ELIGIBILITY CRITERIA MATRIX**

Sl. No	Description	Complied with Statements	Proof Attached
1	Registered Company under the Company's Act, 1956 or Companies Act, 2013 since the last three years	Yes/No	Proof should be submitted
2	The bidder should have minimum annual turnover of INR Rs. 25 crores during the last three financial years	Yes/No	Audited balanced sheet to be submitted
3	The Bidder should be a profit (profit after tax) making Company in any one of the last three years	Yes/No	Profit Loss statement to be submitted
4	The Bidder should not be currently blacklisted by any Government/Government agency/ Bank/institution in India or abroad.	Yes/No	Bidder submit clean, track declaration, separately (Annexure –E5)
5	The Bidder should provide references of two clients , who have availed similar services from the bidder, during the last 2 financial years.	Yes/No	Bidder to provide references
6	The Bidder should be able to provide support at Bengaluru	Yes/No	Provide List Of Service Centres

**ANNEXURE A6 –DECLARATION REGARDING CLEAN TRACK RECORD BY BIDDER**

(On Company’s Letterhead)

To

The Chief Executive Officer

National E-Governance Services Ltd

Address

Sir,

Re: Ref. No. NESL/AO/RFP/2017-18/001 dated dd/mm/yyyy.

I have carefully gone through the Terms and Conditions contained in the above referred RFP for “-----”. I hereby declare that my company is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company to make this declaration.

Or

I declare the following:

S.No	Country in which the Company is debarred/blacklisted/case is pending	Black listed/debarred By Government/ Semi Government organizations/ Institutions	Reason	Since when and for how long

(NOTE: In case the company was blacklisted previously, please provide the details regarding Period for which the company was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**ANNEXURE-A7 OEM / Manufacturer’s Authorization Letter**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]*

Date:

To:

WHEREAS

We \_\_\_\_\_, are official manufacturers/OEM vendors of \_\_\_\_\_. We \_\_\_\_\_ do hereby authorize M/S \_\_\_\_\_ to submit a bid the purpose of which is to provide the following Goods, manufactured by us \_\_\_\_\_, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above firm.

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Seal:

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**ANNEXURE-A8 RFP document duly signed and sealed by the authorized signatory**

**ANNEXURE-A9 Demand Draft / Pay Order for Application Fee**

**SECTION 11 – DOCUMENTS TO BE PUT IN ENVELOPE ‘B’****ANNEXURE-B1 Technical Proposal****ANNEXURE-B2 COMPLIANCE SHEET FOR SCOPE OF WORK**

## 1. Compliance and Scope of Work

**Technical Compliance Template for each category of Item: (Below Table is just an illustration)**

<b>Sl. No</b>	<b>Description</b>	<b>Minimum Specification</b>	<b>Compliance Yes/No</b>
1.	Make		
2.	Model		
3.	Processor		
4.	Memory		
5.	USB Ports		
6.	Hard Disk Capacity		
7.	Operating System		
8.	Weight		
9.	Screen Size		
10.	Warranty		
11.	Carry Bag		

**ANNEXURE-B3 Commercial Bid and Bill of Material with price masked in both the documents**

**Format for Indicative Bill of Materials**

NESL/AO/RFP/2017-18/001 **26/05/2017**

(Company Letter Head)

Detailed line Item:

Item #	Name	Description	Price with 3 years warranty	AMC for 4 <sup>th</sup> year	AMC for 5 <sup>th</sup> year	Sub Total	Quantity	Total
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								

The bidder is required to provide exhaustive list of the hardware, software, etc to implement the \_\_\_\_\_ project.

Dated this..... Day of.....2017

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

## ANNEXURE-B4 CLIENT REFERENCE

### Sr.No Particulars Details

- 1 Name of the Organization
- 2 Contact Person Name and Designation
- 3 Phone Number of the Contact person
- 4 Email Address of the Contact person

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**SECTION 12 – DOCUMENTS TO BE PUT IN ENVELOPE ‘C’**

**ANNEXURE - C1 COMMERCIAL BID LETTER**

(To be included in Commercial Bid Envelope)

To

Date:

The Chief Executive Officer

National E-Governance Services Ltd.

Dear Sirs,

Re: REF No. NESL/AO/RFP/2017-18/001 (RFP for -----) dated dd/mm/yyyy

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required solution along with maintenance support in conformity with the said Bidding documents for the sum of Rs.....(Rupees all inclusive) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide for the above purpose within the stipulated time schedule.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by NESL up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... Day of.....yyyy

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**ANNEXURE - C2 Commercial Bid Format**

(Bidder to add relevant line items)

<b>Sl. No</b>	<b>Line Item</b>	<b>Unit Price</b>	<b>Amount Post Tax</b>	<b>Quantity</b>	<b>Total Price</b>
1.	Laptop				
2.	Thin Client				
3.	Backend Server/Storage for Thin Client				
4.	Network Gear				
5.	Security Infra				
6.	Software/OS				
7.	Backup Solution				
8.	Internet				
9.	Voice				
10.	Partitioning				
11.	AMC				

## ANNEXURE-C3 NON-DISCLOSURE AGREEMENT

This Agreement is made and entered on this ----- day of -----, 2017 (“Effective Date”) between

NATIONAL E-GOVERNANCE SERVICES LTD. , a company incorporated in India under the Companies Act, 2013 and having its registered office at I-202, 2nd Floor, Tower No. 4, Above Belapur Railway Station, CBD Belapur, Navi Mumbai Thane- 400614 (Hereinafter referred to as “NESL”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND

\_\_\_\_\_, a company registered in \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (Hereinafter referred to as “-----”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term “Disclosing Party” refers to the party disclosing the confidential information to the other party of this Agreement and the term “Receiving Party” means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

NESL and ---- shall hereinafter be jointly referred to as the “Parties” and individually as a “Party”.

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

Article 1: Purpose

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between NESL and ----- to perform the considerations (hereinafter called “Purpose”) set forth in below:

RFP for **Infrastructure setup and maintenance at NESL Bengaluru Office**

## Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at

Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

## Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

## Article 4: DISCLOSURE

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or

indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.
3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

#### Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

#### Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

#### Article 7: INJUNCTIVE RELIEF

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

**Article 8: NON-WAIVER**

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

**Article 9: JURISDICTION**

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Bengaluru, India. The proceedings of arbitration shall be in the English language. The arbitrator’s award shall be final and binding on the parties.

**Article 10: GOVERNING LAW**

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Bengaluru in India.

**Article 11: NON-ASSIGNMENT**

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

**Article 12: TERM**

This Agreement shall remain valid from the Effective Date until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

**Article 13: INTELLECTUAL PROPERTY RIGHTS**

Neither Party will use or permit the use of the other Party’s names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party’s prior written consent.

Article 14: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party’s non-disclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

NATIONAL E-GOVERNANCE SERVICES LTD

Bidders Name

By:

Name:

By:

Name:

Designation:

Designation