

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687728754444

अनुबंध तिथि | Contract Generated Date : 24-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4878174](#)

| संगठन विवरण Organisation Details | खरीदार विवरण Buyer Details |
|--|---|
| <p>प्ररूप Type : Central Autonomous</p> <p>मंत्रालय Ministry : Ministry of Electronics and Information Technology</p> <p>विभाग Department : Department of Electronics and Information Technology</p> <p>संगठन का नाम Organisation Name : National Institute of Electronics and Information Technology - NIELIT (formerly DOEACC Society)</p> <p>कार्यालय क्षेत्र Office Zone: KOHIMA</p> | <p>पद Designation : SENIOR TECHNICAL OFFICER</p> <p>संपर्क नंबर Contact No. : -</p> <p>ईमेल आईडी Email ID : orendro@nielit.gov.in</p> <p>जीएसटीआईएन GSTIN : 13AAATD0315M1Z6</p> <p>पता Address : Meriema, New High Court Road, KOHIMA, NAGALAND-797001, India</p> |

| वित्तीय स्वीकृति विवरण Financial Approval Detail | भुगतान प्राधिकरण विवरण Paying Authority Details |
|--|--|
| <p>आईएफडी सहमति IFD Concurrence : No</p> <p>प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Director</p> <p>वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Director</p> | <p>Role: PAO</p> <p>भुगतान का तरीका Payment Mode: Offline</p> <p>पद Designation : Scientist E</p> <p>ईमेल आईडी Email ID : daniel@nielit.gov.in</p> <p>जीएसटीआईएन GSTIN : 13AAATD0315M1Z6</p> <p>पता Address: Half Nagarjan, Old DIC Complex, Dimapur, NAGALAND-797112, India</p> |

| परिचिती विवरण Consignee Details | | |
|-----------------------------------|---|---|
| क्र.सं. S.No | परिचिती नाम & पता Consignee Name & Address | सेवा विवरण Service Description |
| 1 | संपर्क Contact : - ईमेल आईडी Email ID : orendro@nielit.gov.in जीएसटीआईएन GSTIN : 13AAATD0315M1Z6 पता Address : Meriema, New High Court Road, KOHIMA, NAGALAND-797001, India | E-Learning Content Development - Non-iGOT; Storyboarding and conversion of content to multimedia formats; English; Mobile and Laptop/Desktop Both; Course on Digital Literacy Digital Photography Scanning CAD CAM Technology IT based capacity building .. |

| सेवा प्रदाता विवरण Service Provider Details |
|---|
| <p>जेम विक्रेता आईडी GeM Seller ID : 70P3220006306283</p> <p>कंपनी का नाम Company Name : KAIKOKO AUTOMATION SOLUTIONS PRIVATE LIMITED</p> <p>संपर्क नंबर Contact No. : 09999651273</p> <p>ईमेल आईडी Email ID : support@kaidoko.in</p> <p>पता Address : WE 68 Upper Ground Floor, Upper Ground floor, Mohan Garden, Near Uttam Nagar, West Delhi, DELHI-110059, -</p> <p>एमएसएमई सत्यापित MSME verified : Yes</p> <p>एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-DL-10-0032635</p> <p>एमएसई सामाजिक श्रेणी MSE Social Category : General</p> <p>एमएसई लिंग श्रेणी MSE Gender : Male</p> <p>जीएसटीआईएन GSTIN: 07AAHCK3079K1Z5 (R)</p> |

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

| सेवा विवरण Service Details |
|------------------------------|
|------------------------------|

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 01-Jul-2024

सेवा समाप्ति तिथि | Service End Date : 31-Dec-2024

श्रेणी नाम | Category Name : E-Learning Content Development

बिलिंग चक्र | Billing Cycle: quarterly

| विवरण Description | Duration in minutes (Level wise or Type of Content wise as the case may be) | Price per Min (inclusive of all taxes) |
|--|---|--|
| Type of Content | Animated video -Motion Graphics | |
| Proof of Concept Required | Yes | |
| Type of Services Required | Storyboarding and conversion of content to multimedia formats | |
| Primary device used by platform users for e-Learning | Mobile and Laptop/Desktop Both | |
| Nature of Raw Content Available | Soft copies available | |
| Specification in terms of Levels required or type of content | Type of content | |
| Platform | Non-iGOT | |
| Voice-over | Single human voice | |
| Other support required | Subject matter expertise | |

| | | | |
|--|--|---------|-----|
| Subjects to be covered | Course on Digital Literacy Digital Photography Scanning CAD CAM Technology IT based capacity building for different crafts Entrepreneurship Soft Skill development | 2,000 | 294 |
| Languages | English | | |
| Levels Required | NA | | |
| Number of pages required for PDF/PPT (Service Provider to quote price per page) | 1000 | | |
| Number of photographs for stock photography required (Service Provider to quote price per photograph) | 100 | | |
| Total duration of live action video required in mins (Service Provider to quote price per min) | 2000 | | |
| Approx. Numbers of L1 Sets Required, Service Provider to quote for preparing L1 assessment of 10 Questions | 10 | | |
| कुल राशि(सूत्र) Total Amount (Formula) : (Price per Min (inclusive of all taxes)*Duration in minutes (Level wise or Type o f Content wise as the case may be)) | | | |
| ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR) | | 588000 | |
| विवरण जोड़ें Add On Description | | | |
| Level 1 assessment (10 questions) – Multiple Choice Single Select , Multiple Choice Multiple Select | | 60 | |
| एडऑन मूल्य Addon Value (Addon Price*Approx. Numbers of L1 Sets Required, Service Provider to quote for preparing L1 assessment of 10 Questions) | | 600 | |
| Number of photographs for stock photography required | | 30 | |
| एडऑन मूल्य Addon Value (Addon Price*Number of photographs for stock photography required (Service Provider to quote price per photograph)) | | 3000 | |
| Total duration of live action video required in minutes | | 294 | |
| एडऑन मूल्य Addon Value (Addon Price*Total duration of live action video required in mins (Service Provider to quote price per min)) | | 588000 | |
| Number of pages required for PDF/PPT | | 20 | |
| एडऑन मूल्य Addon Value (Addon Price*Number of pages required for PDF/PPT (Service Provider to quote price per page)) | | 20000 | |
| कुल एडऑन मूल्य Total Addon Value(INR) | | 611600 | |
| ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR) | | 1199600 | |
| अतिरिक्त जानकारी Additional Details | | | |
| <div>• Language of master version : English</div> <div>• Mention qualification and experience requirements of SME : B.Tech. in Computer Science/Information Technology or Textile/Garment/Apparel, preferably with an MBA</div> <div>• Approx. number of pages of raw content available for content development : 1000</div> | | | |
| अनुबंध की राशि Amount of Contract | | | |
| सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR) | | 1199600 | |
| एसएलए विवरण SLA Details | | | |
| SERVICES STC | | | |
| SERVICES FOR E-LEARNING CONTENT DEVELOPMENT | | | |
| 1. PREAMBLE: E-learning Content Development contracts placed through GeM shall be governed by following set of Terms and Conditions: | | | |
| 1. General terms and conditions for Goods and Services; | | | |
| 2. Service Specific STC– as defined in Service Catalogue which includes SLA for the Service or Service for a particular product; | | | |
| 3. BID/Reverse Auction specific ATC | | | |
| Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however Service Specific STC prevails or supersede over the GTC. | | | |
| The above set of conditions along with scope of supply including price as enumerated in the contract document shall be construed to be part of the contract. | | | |
| This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder | | | |
| Agreement Overview : This Agreement represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) between the Buyer and Service Provider providing e-learning content development services. This Agreement outlines the scope of work, stakeholder's obligation and terms and conditions. | | | |
| Stakeholders | | | |

The main stakeholders associated with this SLA are:

- 1) Service Provider(s)/Service Provider
- 2) Buyer

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA.

Objective & Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to buyer by service provider. The goals of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities
- Present a clear, concise and measurable description of service provision to the customer
- Establish Terms and Conditions for all the involved stakeholders
- To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons

Service Scope

Introduction

The scope of "E-learning Content Development " is to provide creative content development and design related services for creating educational and training videos.

Buyer shall provide all details and information needed on line and use appropriate filters enabled on line for this service.

Broad scope of the Service is as follows.

1. The scope may include the following sub-sets as per as per selection made using corresponding filters.
 1. storyboarding as well as conversion of content to multimedia formats including HTML5, PDF etc as specified by buyer and compatible with learning platform
 2. storyboarding and production support for conversion to multimedia format,
 3. conversion of content to multimedia formats,
 4. translation of existing e-learning content
2. In case the scope is of end-to-end nature and storyboarding as well as conversion of content to multimedia formats is selected (a), the following is part of scope ;
 1. The project needs to go through all the phases of e-content development such as storyboarding, planning, analysis, design, development, implementation and evaluation. Seller will provide a clear project plan with modular milestones and deliverables in discussion with buyer. Regular updates to the project team of buyer on progress of assignment.
 2. Instructional design of modules as an iterative process.
 3. Develop engaging micro-learning nuggets, including story-based learning comprising of illustrations, animations, videos, simulations and scenario-based exercises and assessments.
 4. eLearning content should enable learners to gain the necessary skills, knowledge and attitude to carry out the tasks outlined in the competency levels and also tackle various challenging situations they may come across while discharging their duties.
 5. Follow and customize designs based on buyers' requirements/guidelines.
 6. Developing end to end customized digital content, including but not limited to e-Learning courses, video-based content, and assessments.
 7. Design built-in digital assessment strategy and evaluation criteria for each module to track and measure user performance for the entire module
- In case storyboarding and production support for conversion to multimedia format (b), the service provider will be expected to provide its inputs and requisite walk-through to the production team which will be working on conversion of content to multimedia formats.

Content Authoring in case of iGoT Platform (Non-iGoT buyers may upload their customised Scope of Work)

Integrated Government Online Training , iGOT is an online, blended learning portal that will create a culture of continuous learning among Government officials. All products developed under this contract must be developed to be on boarded to IGOT platform.

The highest unit in the IGOT Platform comprises of 4 four basic steps

1. A file and its meta will constitute a Resource
2. Multiple Resources combined make a Learning Module
- Multiple Learning Modules put together make a Course
1. Multiple Courses put together will make a Learning Program.

The content must be delivered to meet specific technical requirements to ensure compatibility with IGOT platform. Important system specifications are as follows:

1. Ability to develop e-content aligned with competency level ranging from Level 1 to 3 or as per type of multimedia formats specified by buyer.
2. The Project will require content designers and developers including writers to create content on the authoring tool provided by the IGOT platform. The content authoring tools could be any standard authoring tool for LMS currently widely available in the market. The technical team of iGOT from Department of Personnel & Training will be available for guidance.
3. Once content is reviewed and finalized the production team will develop the content into the respective media – Animated Video (photographic, illustrated, demos), PDFs, PPTs, HTML5 files. The content will have to be SCORM compliant to latest version or as specified by buyer. Resources will be the most granular unit of the program.
- Resources can be MP4 videos, HTML5, PDFs, PPTs, In-platform assessments etc.
1. Resources can be published and linked together to form a course
2. Since resources can be shared interchangeably between modules/courses they must comply with shareable content object (SCO) rules.
3. There is provision to include audio within the IGOT platform in text-based screens. Audio

within videos will need to be integrated and synched within the video. Videos are expected to have transcripts and subtitles.

- Linking of the resources to form a module or course will be the content developer's responsibility. The resources should be able to run as desired

Types of Content/Resource

Content shall comprise of any or all items specified as courses, modules, resources and separated in 'Watch', 'Think', 'Do', 'Explore' and 'Test' parts – each of which will be measured in hours and minutes except for 'Explore' part.

Buyer's Obligations

1. Buyer will issue to officials, agents and representatives all such instructions as may be necessary or appropriate for the prompt and effective implementation of the services
2. Buyer will designate a nodal officer/department to coordinate with the service provider for coordinating development and uploading of content.
3. Alpha version will be reviewed and feedback will be provided by buyer.
4. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

Service Provider's Obligations

1. The service provider is obliged to work closely with buyers' staff, act within its own authority and abide by directives issued by buyer from time to time.
2. The service provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours on the part of its personnel. Service provider shall employ appropriate advanced technology and sound management practices
3. The service provider will treat as confidential all data and information about buyer, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of buyer. The service provider may require signing 'NDA' as per buyers' need.
4. Follow and customize designs based on buyers' requirements/guidelines.

Special Terms and Conditions of the Service

1. The financial quote shall be inclusive of production and development related costs including voice over, cost for creation of graphics and animations, etc. wherever required.
2. Source files will be shared with buyer on request and/or on sign-off of respective deliverables.
3. The eLearning Content design should not include the use of tools and software that have dependency on the subscriptions for extracting source files or for any further modifications
4. All e-Content produced shall be fully viewable using any popular browser (Chrome, Firefox, Internet Explorer, Safari etc.) & mobiles apps (Google Play store & Apple Store).
5. All developed e-Content shall be usable across all commonly used platforms (e.g., Windows, Linux, Solaris, iOS) and devices (PCs, Tablets and Mobiles etc.).
6. The e-Content produced shall conform to latest SCROM standard or standard as specified by buyer and should play on all SCORM compliant LMS systems.
7. Finalized content amenable to requirements for use by differently abled persons as per Government of India norms.
8. The service provider shall submit Project Plan for delivery of e-Content modules. At the start of the project, service provider needs to get approval on graphical user interface and style guide to be used
9. While submitting multimedia formats, service provides need to first submit the alpha version. It will include content placed in order as per approved storyboard, it is highly recommended that all multimedia resources and any interactivity are inserted in the design at this stage. Buyers' feedback on alpha version will be incorporated in the beta version and subsequently gold version which is ready to be uploaded on the portal will be provided.

Debarment: All Government entities should follow the following debarment rules, prescribed in GFR, 2017.

(i) A bidder shall be debarred if he has been convicted of an offence—

1. under the Prevention of Corruption Act, 1988; or
2. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment."

Quoting of Price on the Portal : Changes in Government taxes should not be imposed on the vendor by making payment adjustments. The net revenue for the Service Provider Firms should remain the same as was factored in during the financial estimation of the project"

EMD Forfeiture : The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
- In case of seller indulging in corrupt or false practices

Arbitration : Buyer and the Service Providing will make every effort to resolve amicably, by internal mediation, any disagreement or dispute arising between them under or in connection with the contract placed through GeM. If the parties cannot resolve the dispute then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court under which Jurisdiction office of the buyer falls. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified above . Any legal dispute will come under the sole jurisdiction specified above .

The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal

remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof."

Limitation of Liability: (a) The liability of the Service Provider (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this work order. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in indemnification Clause .

(b) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.

(c) The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts."

Intellectual Property Rights : Buyer shall remain the owner of all the content conceptualized, created, and implemented by the selected service provider under this project. All intellectual property rights in the content whether in tangible or intangible form shall belong to Authority and the selected service provider has no right to assign, licence, sell, or use any content conceptualized, created and implemented under this project and/or accompanying Agreement to any third party under any circumstances.

Indemnification: Service Provider (the "Indemnifying Party") undertakes to indemnify the Buyer / consignee (the "Indemnified Party") from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

Forfeiture of Performance Bank Guarantee: Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

1. When the terms and conditions of contract is breached/infringed.
2. When contract is being terminated due to non-performance of the Successful Bidder.

Termination for default :

Without limiting any other rights or remedies the Buyer may have against the Service provider / Service Provider arising out of or in connection with this Contract, the buyer may terminate this Contract effective immediately by giving written notice to the Service Provider /Service provider if: the service Provider breaches a material provision of this Contract where that breach is not capable of remedy; the service provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so; or an event specified in any clause of the contract happens to the Service Provider. Termination of this Contract does not affect any accrued rights or remedies of a party.

Confidentiality

The Service Provider shall not use Confidential Information, the name or the logo of Buyer Department except for the purposes of providing the Service as specified under this contract; The Service Provider may only disclose Confidential Information in the following circumstances with the prior written consent of Buyer Department to a member of the Service Provider if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.

1. The Service Provider shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of Buyer Department.
2. The Service Provider shall notify Buyer Department promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of Buyer Department.

Data Protection

To the extent Service provider collect, use, store or otherwise process (collectively, "Process") Confidential Information that can be linked to specific individuals ("Personal Data") in connection with the performance of their Services under a contract, Service provider shall process such personal data in accordance with applicable law, rules and regulations including (without limitation) the Information Technology Act, 2000 (the "Act"), and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the "Rules"). Without prejudice to the generality of the preceding clause, Service provider represents that Service provider shall implement and maintain reasonable security practices and procedures (including, without limitation, managerial, technical, operational and physical security control measures) designed to protect such Personal Data against unauthorized access, damage, use, modification, disclosure or impairment, as required by the Rules ("Data Protection Procedures"). Service provider shall not further disclose or transfer Personal Data to any other person or entity, except as required by applicable law or court order. Service provider shall not retain Personal Data for longer than is reasonably required for the performance of their Services.

Payments

1. No advance payment shall be made, payment release will happen as per payment schedule and milestones provided by buyer after deduction of penalties if any.
2. Payment will be released by after ascertaining the quality of e-Lessons/videos and technical verification from e-Learning department/concerned subject matter expert.

Breach Of Contract : The Following Conditions May Be Taken As Breach Of Contract And Buyer Shall Have Right To Immediately Terminate The Contract.

1. Cumulative penalties reach 10% of the contract value
2. Repeated breach of SLAs beyond 3 instances of similar nature in the entire contractual period may be treated as breach of contract. Breach of SLA is defined as performance lower than defined lower performance in this agreement.
3. In case of major default on the part of the Service Provider causing disruption of services .

Penalties

- If any SLA is breached beyond 3 instances in any billing period, then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days

Penalties for Non-Compliance to Service Level Agreement

| # | Service level agreement | Penalties for non-compliance |
|---|---|--|
| 1 | Delay in deliverable upto 10 days | 10 % deduction from payment pertaining to milestone/deliverable for delay of 10 days each subject to maximum delay of 30 days. After 30 days, deduction will be 50% of payment pertaining to milestone/deliverable |
| 2 | If the service provider do not remedy a failure in the performance of their obligations under the Work order, within period specified by buyer, after being notified or within such further period as the buyer may have subsequently approved in writing | Contract termination clause shall be invoked |

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Scope of Work :[click here](#)

2. In case Buyer wants to add some more conditions other than standard SLA then buyer to specify the clauses of additional SLA . : [click here](#)

3. Buyer to upload approval from competent authority in case they want to add some more conditions other than standard SLA : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) :[click here](#)

2. Proof Of Concept Required : [click here](#)

ईपीबीजी विवरण | ePBG Detail

| | |
|---|----|
| सलाहकार बैंक Advisory Bank : | NA |
| ईपीबीजी प्रतिशत (%) ePBG Percentage(%): | NA |

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

NIELIT KOHIMA
MERIEMA
NEW HIGH COURT ROAD
KOHIMA, NAGALAND
PIN - 797001
.

2.3 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.4 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

DIRECTOR
Account No.
65550100001449
IFSC Code
BARBOVJHIGH
Bank Name
BANK OF BARODA
Branch address
HIGH SCHOOL JUNCTION BRANCH, KOHIMA
.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

2.5 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.6 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

2.7 Purchase Preference (Centre):

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2.8 Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

2.9 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.