

Annexure-A**I N D E X**

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1. INTRODUCTION

Name of work	Web-based Project Monitoring System (PMS)Software
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Computer Systems
Vendee	NATIONAL PROJECT IMPLEMENTATION UNIT (NPIU)
Place of Services	Copia Corporate Suites, 301-302, 3 rd Floor, Jasola Vihar, New Delhi – 110 025
The Currency in which payment shall be made	Indian Rupees (INR)
Date of Invitation	11-07-2018
Document Download Start Date	11-07-2018
Document Download End Date	25-07-2018 upto 15:00 Hrs
Last Date and Time for receipts of quotation	25-07-2018 upto 15:00 Hrs
Date and Time of Opening of quotation	26-07-2018 at 16:00 Hrs.
Quotation document Fee	Not applicable
No. of Envelops (1/2/3/4)	01 (One Packet)
Quotation Validity days (180/120/90/60/30)	60 days (From last date of opening of quotation)
Address for Communication	Central Project Advisor National Project Implementation Unit (NPIU) Copia Corporate Suites, 301-302, 3 rd Floor, Jasola Vihar, New Delhi – 110 025
Contact No.	011-26941003
Email Address	npiu-mhrd@gov.in

Quotation Invitation shall be downloaded from NPIU website (www.npiu.nic.in/quotation).

(Prof (Dr) P M Khodke)
Central Project Advisor
National Project Implementation Unit
Copia Corporate Suites,
301-302, 3rd Floor,
Jasola Vihar, New Delhi – 110 025

2.SUBMISSION OF QUOTATION

The Vendor is requested to submit the following documents to the under mentioned address in a Sealed Envelope before the last date.

The envelopes shall bear the Quotation Invitation number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. Covering letter duly signed by the authorised signatory [Annexure-A (I)]
2. Company Profile
3. Documentary evidences in respect of Eligibility Criteria [Annexure-A (II)]
4. Quality of Service to be offered. [(Annexure-A (III)]
5. Any deviation to the scope of work of terms and conditions
6. Self-declaration-non blacklisting [Annexure-A –(IV)]
7. Total Quotation amount in terms of INR as indicated in the Annexure-B.

3. TERM OF REFERENCE AND DEFINITIONS

Vendor	“Vendor” shall mean the person, firm or corporation whom the Job Order is issued for Web-Based Project Monitoring System (PMS) Software .
Authorized Signatory	The Vendor’s representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a quotation agreement. Also called signing officer/ authority having the Power of Attorney from the Competent authority of the respective Vendor.
Contract	“The Contract” means the agreement entered into between NPIU and the selected Vendor(s) in terms of clauses mentioned
Day	“Day” means a working day as per rules of NPIU
NPIU	NATIONAL PROJECT IMPLEMENTATION UNIT , New Delhi (A Unit of Ministry of HRD, New Delhi)
EC	Evaluation Committee
Services	“Services” means the services to be delivered by the successful vendor and as required to run the project successfully as per the Contract.
Order	“Order” shall mean the Job Order.
Vendee	“Vendee” shall mean National Project Implementation Unit.

4. ASSISTANCE TO VENDORS

Any queries relating to the quotation document and the terms and conditions contained therein should be addressed to the Quotation Inviting Authority.

HELP DESK	
Telephone	Customer Support : +91-11-26941003 Emergency Mobile Number : +91-8130878838 <i>(Please contact in case of emergency during non-working hours)</i>
E-mail ID	tender.npiu@gmail.com ; copy to npiu-mhrd@gov.in

5. GENERAL INSTRUCTIONS

1. The quotation complete in all respect, in prescribed formats, should be submitted on or before the time and date fixed for the receipt of offers as set forth herewith in the quotation documents. Quotation received after stipulated time and date shall be summarily rejected.
2. **Submission of Quotation:**
 - a) All prices and other such information like discounts etc. having a bearing on the price shall be written both in figures and words in the prescribed form. All the papers submitted with the quotation, Terms and Conditions must be signed by the Vendor. The GST or any other Govt. duties etc. as applicable should be quoted separately, failing which, Vendee shall have no liability to pay these charges, and the liability shall be that of the Vendor.
 - b) Each page of the quotation document shall be numbered. It must bear the signature and seal of the Vendor at the bottom. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.
 - c) The quotation must be submitted in a report format containing the documents arranged and labelled as per the following index.
 - i. Covering letter duly signed by the authorized person [(Annexure–A (I))].
 - ii. Company Profile.
 - iii. Documentary evidences in respect of eligibility criteria [(Annexure-A (II))]. Each document should be labelled on the top right so as to indicate the eligibility criteria serial number.
 - iv. Quality of Service to be offered. [(Annexure-A (III))]
 - v. Any deviation to the scope of work or terms and conditions.
 - vi. Self-declaration-non blacklisting [Annexure-A –(IV)]
 - vii. Total Quotation amount in terms of INR as indicated in the Annexure-B.
 - d. Failure of submission of any of the documents with Quotation will make the quotation rejected as non-responsive. Vendee will have the option to treat some documents as mandatory/optional in the benefit of the Organisation.
3. Vendee will select the vendor on the basis of overall lowest rate quoted by the vendor. The decision of the Vendee arrived at as above shall be final and representation of any kind shall not be entertained on the above. Any attempt by any vendor to bring pressure of any kind may disqualify the vendor for the present Quotation and the vendor may be liable to be debarred for invitation of quotation for the software/Service in future for a period of three years.
4. Vendee shall have no obligation to convey reason for rejection of any quotation. It shall be opened for Vendee to reject even the lowest quotation, in the interest of the Organisation and no reason need to be given thereof.
5. No advance payment will be made for contract to successful Vendor.
6. Vendee reserves the right to award the contract to any of the Vendor irrespective of not being lowest; taking into consideration the interest of Vendee and in this respect, decision of Vendee shall be final.
7. After the award of the Contract, the Firm will be required to start the work immediately.

8. To assist in the examination, evaluation and comparison of Quotation, the Vendee may, at its discretion, ask the Vendor (s) for clarification(s) of the Quotation. The request for clarification and the response shall be in writing via email/post/fax.

9. Effects and Validity Offer

- a) The submission of any offer connected with these specifications and documents shall constitute an agreement that the Vendor shall have no cause of action or claim, against Vendee for rejection of his offer. Vendee reserves the right to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Vendor shall have no claim in that regard.
- b) The offer shall be kept valid for acceptance for a minimum period of 60 calendar days from the date of opening of Quotation.
- c) The offer shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by Vendee to the Vendor. While the offer is under consideration, if necessary, Vendee may obtain clarification on the offer by requesting for such information from any or all the Vendors either in writing or through personal contacts as may be considered necessary. Vendors shall not be permitted to change the substance of their offer, after the offer has been opened.
- d) Vendee shall not be responsible for any delay in submission of the quotation. The offer submitted by the Vendor through *telex/telegram/fax or e-mail would not be considered* as a valid offer. No further correspondence will be entertained in this matter
- e) In the event, the vendor's company or concerned division of the company is taken over by another company, all the obligation under the agreement with Vendee shall be passed on to the new company/division for compliance by the new company on the negotiations. The Registration number of the firm along with GST/PAN number allotted by the Tax authorities shall invariably be given in the Quotation.
- f) Vendee reserves the right to award the contract to any of the Vendor irrespective of not being lowest; taking into consideration the interest of Vendee and in this respect, decision of Vendee shall be final.

10. Selection of Firm or their Authorized Vendor

- a) Short-listing of eligible vendors satisfying the technical qualification requirements laid in this Quotation document.
- b) Selection of Vendor who offers the lowest price and meets the eligibility criteria.
- c) Vendors will be short listed by the duly constituted Evaluation Committee (EC).The short-listed vendors may be called for detailed discussion at a specified date, time and venue if needed, by the EC.

11. Acceptance of Offer

The quotation shall be processed as per standard procedure. Vendee, however, reserves the right to reject any quotation without disclosing any reason. Vendee would not be under obligation to give any clarifications to those vendors whose quotations have been rejected.

6. ELIGIBILITY CRITERIA

Vendor shall have to enclose documentary evidence in support of the following mentioned Eligibility Criteria. In the absence of such supporting documents as mentioned against each criteria, the quotation will be rejected summarily.

Eligibility Criteria

S.No.	Qualification	Documentary Evidence to be attached
1	The vendor should be an Indian registered company/Limited Liability Partnership (LLP) engaged in the job of maintenance/service of Software Solutions during last 3 years in India as on 31 st March 2018.	Copy of certificate
2	The Vendor should have Satisfactorily installed and customized the similar software / ERP software with any Govt. Dept./ PSU / Private for last three years as on 31.03.2018.	Copy of work / service orders and Completion certificate.
3	The Vendor should have Service Centre in Delhi/NCR	Self-Declaration on Company Letter head
4	Company should be an ISO 9001 & 2001 ISO / IEC 20000-1: 2011 / or the latest ISO certified	Copy of valid Certificate
5	The Vendor should neither have been Debarred and / or blacklisted by any Central / State Govt. Department/ Universities / Educational Institutions / Organizations etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law.	Undertaking as per proforma. The Vendor shall furnish an undertaking duly attested on company letter head
6	GST No., PAN No., TAN No.	Copy of valid certificates (where applicable)
7	Availability of service: The vendor has 24x7x365 days support facility in case of any software support.	Self-Declaration on Company Letter head

7. SCOPE OF WORK

Technical Specification:

- **Data Backup:** The Software data will be managed and maintained by vendor for the period of 01 years. The cloud server should not be outside of India.
- **Technology Architecture:** Consistency in technology standards chose for the design and customization of PMS software to be maintained to ensure the consistency and compatibility. The architecture will be customize to accommodate future expansion/update.
- **Web based PMS:** The Web-based PMS Software, will allow the flow and collation of data from all the project institutions. The system will provide flexible interactive user-friendly interface, produce standard reports and other requirement of reports time to time.
- **Maintenance and Support:** This includes installation/implementation & maintenance of the application for the period of twelve Months from the date of successful installation.
- **Training and user Manual/video tutorial:** Training program of the application will be undertaken by vendor for Vendee users. A User's manual/video tutorial will also be developed which includes the description of the PMS and input instructions. The training programme will be completed immediate before go-live of the software. The training programme will also be repeated after any major changes in the application.
- **Development/Customization**
 - Vendor will customized the software based on the required specification.
 - Vendor will provide the updates on construction for review to the Vendee on regular basis. Vendor will also provide the demos of modules as and when they are developed/Customized.
 - Vendor will deploy the necessary IT infrastructure like Domain registration, cloud space etc.
- **Implementation of PMS software for all users/Go-Live**
 - Vendor will first implement a pilot for Vendee users before the final deployment
- **Software Support**
 - Database backup & source code handover to the vendee after contract over.
 - Ensure 99% uptime for system during hours of 9:00AM to 9:00PM on working days (Monday to Sunday), online report should be generated thorough application to ensure the server availability.

TERMS of Reference:

I. Objective

1. **Web-based PMS:** The Technical Education Quality Improvement Project (TEQIP III) is implemented by the Ministry of HRD, Government of India with focus on improving the quality of technical education in focus states of North-Eastern Region; Bihar; Chhattisgarh; Jharkhand; Madhya Pradesh; Odisha; Rajasthan; Uttar Pradesh; Himachal Pradesh; Jammu & Kashmir; Uttarakhand and Andaman & Nicobar Islands.

The web based application will be required for the monitoring and physical and financial progress review of Civil works at project institutions. The requisite data will be enter by the institutions in web based application.

2. The contents of the PMS Software may include-
 - a. **Institute Profile-** Code (System Generated- 8 digit), Mobile, Email Id, Institute Name & Address.
 - b. **The monthly information** –Overall progress report, Summary Report, Stage progress report, construction based physical report, financial report.
 - c. **Input Form 1** – Name of Institute, approved project cost, % work done till last month, % Work done in this month, scheduled date of completion, Likely to be completion, Reasons for delay, Expenditure till last month (in crores), Expenditure in this month (in crores), Total Expenditure etc.
 - d. **Input Form 2** – Name of the Institute, Approved project cost (in crore), date of approval, date of appointment of architect, date of appointment of master plan architect, date of appointment of PMC, Name of PMC, Date of floating of tender, start date of work, reasons for delay (if any), bottle neck (if any) etc.
3. The Web based PMS application will allow timely, secure and transparent storage of data, easy handling of storage, processing and retrieval of large quantities of data, flow of information and easy generation of reports.

II. Detailed Scope of Work

To achieve the objective of the assignment, the Vendee is seeking an application for processing of different reports & graphs to review the progress of civil works at project institutions.

- PMS will be a Web based application with user-friendly, GUI based front end, powerful retrievable database in compatible form as back end. The software will be a menu driven easy to use system developed on self-help basis, guiding the users with appropriate help/error messages.
- PMS will allow timely, secure and transparent storage, processing and retrieval of large quantities of data, flow of information, searching and sorting of information uniformly, accurately and quickly & easy generation of reports.

- Dashboard facility may be provided to Vendee as Admin User.
- Security measures will be taken against the data hacking/tempering, data access and data in transmit etc.
- Real time, role based, conditional access to the nominated person with defined level of access and appropriate security.
- Capturing construction data in Square meter/ percentage and financial data in Crores/Lakhs at source and performing validation checks ad crosscheck which will prevent spurious data to be entered.
- PMS is a standalone application and will not be integration with any other application. However, there will be provision for data export/ import to other application & different format like excel, word, PDF etc.
- Maintain Master details of Institute, Reporting Head and Employee.
- The Data ownership will remain at Head Office, New Delhi. Institutions should be able to work on and/or upload data to / download data from PMS Software, as per defined levels of access and permissions.
- Changes to Master details of such as Name, Address, Contact Number.
- The Vendor will provide the support for the software for a period of twelve months after successful installation & implementation of software. It is also expected; to maintain the system the agreement may be further extended on yearly basis (post-installation) with existing terms & conditions.

III. Final Output required

- a. The vendor shall hand over a fully functional web based PMS to Vendee.
- b. The vendor shall be responsible to provide the web-based PMS application, security, bandwidth etc. and shall provide the portal available over the internet.
- c. The vendor is expected to be responsible for maintenance of the system as per the agreement.
- d. The vendor shall generate the online report for the vendee as per the requirement with graphs.
- e. The details of the reports and graphs as follows: -
 - (i) Graph Report
 - a. Current Progress
 - b. Institute Report
 - (ii) Summary Report
 - (iii) Issue/ Remark report
 - (iv) Work stage progress report
 - (v) Last login and update
 - (vi) Payment done but no progress
 - (vii) Institute Overall progress
 - (viii) Institute summary report
 - (ix) Institute stage progress
 - (x) Institute Physical report
 - a. Target vs Actual
 - b. Overall Physical Progress
 - (xi) Financial Report
 - a. Fund used
 - b. Fund used percentage
- f. Other reports/input forms as per the vendee future requirements.

8. CONDITIONS OF AGREEMENT

1. Termination of Agreement:

Vendee may terminate the Agreement by giving a written one-month advance notice to the Vendor, without compensation to the Vendor and/or other suitable action, if :

- (a) The Vendor becomes bankrupt or is otherwise declared insolvent.
- (b) The Vendor being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.
- (c) The quality of services rendered to Vendee gets degraded.
- (d) Vendee reserves the right to terminate the agreement without giving any reason thereof, taking into consideration the interest of organisation.

2. Other Terms and Conditions

- a. Overwriting in the quotation, if any, should be supported by signatures. Illegible writing may lead to rejection of quotation.
- b. The vendor must ensure that the conditions laid down for submission of offers detailed in the quotation document are completely and correctly fulfilled. Quotations, which are not complete in all respect as stipulated above, may be summarily rejected.
- c. It will be imperative on each quotation to fully acquaint himself of the entire local conditions and factors which would have effect on the performance of the contract and cost. Vendee shall not entertain any request for clarification from the quotation regarding local conditions. No request for the enhancement in price shall be entertained after the Vendor has accepted the offer.
- d. In the evaluation and comparison of quotation, Vendee reserves the right to reject any or all quotations.
- e. Vendee reserves the right to increase/decrease the services of software as mentioned in this Quotation document at the time of award of work or at a later stage.
- f. Vendee shall not be responsible for any delay, loss or non-receipt of documents sent by post.

3. Safety Measures

- a. The Vendor shall responsible for safety, security and confidentiality of PMS data. The Software data in the form of DVD/email will provided by the Vendor at the end of the warranty period.

4. Settlement of Dispute and Jurisdiction

- a. Disputes if any, arising during the contract period shall be negotiated / discussed at once in order to resolve the same, failing which regular Courts at Delhi only will have jurisdiction to adjudicate upon the matter.
- b. The successful Vendor will sign an Agreement as per the Terms and Conditions given in Annexure-A (III).
- c. Vendee reserves the right to reject the quotation and also terminate the agreement at any stage without assigning any reason thereof.

NPIU

Annexure–A (I)

QUOTATION PROPOSAL

Quotation Reference No. & Date:

Vendor's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Fax No.:

E-Mail Id:

To,

Central Project Advisor

NATIONAL PROJECT IMPLEMENTATION UNIT

Copia Corporate Suites,
301-302, 3rd Floor,
Jasola Vihar, New Delhi – 110 025

Subject: Procurement of PMS Software.

Dear Sir,

We, the undersigned Vendor, having read and examined in detail the specifications and scope of the work as specified in the Quotation Invitation document and all other documents in respect of **Procurement of PMS Software** do hereby propose to provide the services as in the Quotation Invitation document.

PRICE AND VALIDITY

All the prices mentioned in our proposal are in accordance with the terms as specified in Quotation documents. All the prices and other terms and conditions of this proposal are valid for a period of 60 calendar days from the date of opening of Quotation.

WARRANTY PERIOD:

The warranty period towards customization/warranty and maintenance of the software will be 01 year (12 Months)

DEVIATIONS

We hereby declare that all the services shall be performed strictly in accordance with the Technical specifications and terms mentioned in the Quotation document. No Technical deviation will be acceptable and any technical deviation is liable to the rejection of quotation.

QUOTATION PRICING

We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the quotation document. We further understand that the services/requirements of software as specified in this invitation letter may increase or decrease at the time of Award of Job Order or at a later stage of Vendee.

QUALIFYING DATA

We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our quotation, we agree to furnish the same in time to your satisfaction.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

We understand that the Vendee is not bound to accept the lowest or any Quotation that it may receive.

Thanking you,

Yours faithfully,

(Authorized Signatory)

Date:

Name:

Place:

Designation:

Business Address:

Seal:

Annexure-A (II)

CHECK-LIST

S. No.	Qualification	Yes/No. with (Page No. of this Invitation where the copy/certificate is attached)
1	The Vendor should be an Indian registered company/Limited Liability Partnership (LLP) engaged in the job of maintenance of Software/services during last 3 years in India as on 31 st March 2018.	
2	The Vendor should have executed minimum one Satisfactorily contract with any Govt. Dept/PSU for last three years as on 31.03.2018	
3	The Vendor should have Service Centre in Delhi/NCR	
4	Company should be an ISO 9001:2008 & ISO/IEC 20000-1: 2011 /or the latest ISO REVISION certified for servicing	
5	The Vendor should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities/Educational Institutions/ Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law	
6	GST No., PAN No., TAN No.	
7	Availability of Service: The Vendor have 24x7x365 days support facility in case of any software support.	

I/We hereby certify that the information furnished above is full and correct to the best of my/our knowledge.

I/We also undertake that the firm has not been barred or blacklisted by any of the central/state government/departments/organizations/central or state PSU and no such case are undergoing/pending upon the firm.

Date:
Place:

Signature of the authorised signatory
Name:
Official Seal:

NPIU

Annexure-A (III)**AGREEMENT FORM**

AGREEMENT BETWEEN NPIU, NOIDA AND M/s-----

This agreement made on this day _____ between the NATIONAL PROJECT IMPLEMENTATION UNIT (A Unit of Ministry of HRD, New Delhi) and having its office at 'Copia Corporate Suites, 301-302, 3rd Floor, Jasola Vihar, New Delhi- 110 025) (hereinafter referred to as the "NPIU") and represented by the CONSULTANT (IT), NPIU, Noida of one part and -----of the other part.

Whereas the M/s _____ engaged in the business of software development etc.

And Whereas the NPIU is desirous of availing the service of M/s _____ for **Customization of Project Monitoring System Software (PMS)**.

Now it is hereby agreed by and between the parties here to as follows.

M/s _____ shall customize as per NPIU requirement and maintain the PMS which are part of this Agreement on terms and conditions hereafter mentioned.

1. TERMS OF AGREEMENT

The agreement shall remain in force initially for three years on annual basis starting from _____ for NPIU. It may be renewed for further period on mutual consent.

For those not covered under technical specification, such customization, addition/deletion of option/reports/services will be consider by Vendor with the mutual understanding by Vendor and Vendee.

3. MAINTENANCE HOURS

The vendor awarded the contract, will have to provide software and help desk services 24x7x365 days For the service consists of preventive and corrective updation/modification/maintenance of software, Vendee will pre-inform the NPIU and the same information will also display on Software portal in advance.

4. TERMINATION OF AGREEMENT

The NPIU may terminate the agreement by giving a written one-month advance notice to the Vendor, without compensation to the Vendor and/or other suitable action, if :

- (a) The Vendor becomes bankrupt or is otherwise declared insolvent.
- (b) The Vendor being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.
- (c) The quality of services rendered to NPIU gets degraded.
- (d) NPIU reserves the right to terminate the agreement without giving any reason thereof, taking into consideration the interest of organisation

6. TRAVEL EXPENSES

No travel expenses will be borne by NPIU.

7. INDEMNITIES

M/s _____ (Vendor) has agreed to bear the responsibility for any claims, demands, persecution, or actions against the NPIU arising out of this agreement and as a result of any action or omission by M/s _____ or any of its employees or in case of any legal action by any person employed by M/s _____ under this agreement and has undertaken to keep the NPIU indemnified against all losses and damages suffered, including expenses incurred by the NPIU defending the claim (inclusive of legal expenses) as a result of any such claim, demands, proceedings, prosecutions or actions. The parties have agreed that this provision shall survive termination of this agreement and M/s _____ has agreed to clear the amounts claimed by the NPIU under this clause within 15 (fifteen) days the date when the demand is made.

8. REPRESENTATIONS AND WARRANTIES

The parties hereby present and warrant to each other that;

- a) It has the power and authority to sign this agreement, perform and comply with its duties and obligations under this agreement.
- b) This agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- c) That the execution, delivery and performance of this agreement have been duly authorized by all requisite action and will not constitute avocation of any statute, judgment, order, decree or regulation of any court, government instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or
- d) any other documents or the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound
- e) There are no actions, suits or proceedings pending against it before any court, government instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this agreement and
- f) No representation or warranty made herein contains any untrue statement.

9. CONFIDENTIALITY

Parties undertake to treat this Agreement and each of its terms as confidential. Neither party shall disclose to any third party the existence or the terms of this agreement without the prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of their or its employees and such obligations survive the termination of this Agreement.

10. SEVERABILITY

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect, unless the valid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such a case, the parties to this Agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

11. NOTICES

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered mail with postage full paid, or transmitted by facsimile (with postage prepaid) to the address specified below or to such other address as may, from time to time, be given by each party to the party in writing and in the manner herein before provided;

i) **CPA, NATIONAL PROJECT IMPLEMENTATION UNIT**, Copia Corporate Suites, 301-302, 3rd Floor, Jasola Vihar, New Delhi – 25

ii) M/s _____

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be deemed to have been given on the date of receipt when personally delivered, on the date seven (7) days after having been posted when transmitted by registered mail or on the date of transmission with confirmed answer back when transmitted by facsimile.

12. DISPUTE RESOLUTION and JURISDICTION

If any dispute difference of any kind whatsoever shall arise between the parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the parties shall resolve them by resort to the following in the order so mentioned. Parties shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties.

If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the dispute shall be referred to the sole arbitration of an arbitrator appointed by the Central Project Advisor (CPA) of NPIU or his nominee. The party having a grievance shall serve a written notice by registered acknowledgement due post, on the other party intimating its intention of invoking the arbitration clause and shall simultaneously serve a notice in the similar mode on CPA, NPIU requesting him to appoint an arbitrator.

The arbitration proceedings shall be held in accordance with the provisions of Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment thereof venue of arbitration shall be Noida and both the parties to this agreement shall bear the cost of arbitration equally. Parties agree that neither party shall have a right to commence or maintain any suit or Legal proceeding concerning any dispute arising out of this Agreement or out of the breach, termination or in validity or the Agreement until the dispute has been determined in accordance with the arbitration procedure agreed herein. The parties further agree that the award shall be final and binding on the parties to this Agreement.

15. MATTERS NOT PROVIDED IN THE AGREEMENT

If any doubt arises as to the interpretation of the provisions of this agreement or as to matters not provided therein, the parties to this agreement shall consult with each other for each instance and resolve such doubts in good faith.

16. ASSIGNMENT/ AMENDMENT

M/s _____ shall have no right to assign its obligations under this Agreement without a written approval and permission from the NPIU to any other firm or company. Further no amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by the respective dully authorized representatives of each of the parties hereto

17. HEADINGS

The headings used in this Agreement are inserted for convenience reference only and shall not affect the interpretation of the respective clauses and paragraphs of this Agreement.

18. SURVIVAL OF RIGHT AND OBLIGATION

Termination of this Agreement for any cause shall not release the Parties from any liabilities which at the time of termination already accrued to such party of which thereafter may accrue of any act or omission prior such termination.

19. NO PARTNERSHIP

Nothing in this Agreement shall be deemed to constitute a partnership between the parties nor constitute any party an agent of any other party for any purpose.

20. THE AGREEMENT

This document together with scope of work and services provided by the Vendor to NPIU attached hereto signed by both parties shall constitute the entire binding agreement between and the NPIU.

Signed on behalf of NPIU

Signed on behalf of

Name.....

M/s.....

Name.....

Designation.....

Designation.....

Place: New Delhi

Date:

Date

Authorized Signature

Authorized Signature

Annexure-A (IV)

SELF-DECLARATION – NON BLACKLISTING

(On Company Letter Head)

To,

Central Project Advisor
NATIONAL PROJECT IMPLEMENTATION UNIT
Copia Corporate Suites,
301-302, 3rd Floor, New Delhi – 110 025

Sir,

In response to the Quotation Ref No. **NPIU/2018/PMS/01 dated 11th July 2018 for PMS software for NPIU**, I/We hereby declare that presently our Company/Service provider _____ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/PSU/Autonomous Body on the date of Quotation submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my / our contract may be terminated.

Thanking you,

Yours faithfully,

Name of the Vendor: -

Authorized Signatory: -

Seal of the Organization: -

Date:
Place: