

Tender Ref. No.: NSIC/OK/INCU/1/2018-19

TENDER DOCUMENT

For the Supply, Installation & Commissioning Of Computer Systems and Licensed Software

NSIC TECHNICAL SERVICES CENTRE

The National Small Industries Corporation Limited

(A Government of India Enterprise) Okhla Phase III New Delhi-110020

Tel No. 011-26826801 (Ext 229), 41073424, 26826847 Fax: - 011-26826783

Email: ntscok@nsic.co.in Website: www.nsic.co.in

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NOTICE INVITING TENDER

The NSIC TECHNICAL SERVICES CENTRE, OKHLA, NEW DELHI invites sealed tender under two bids system (Technical & Commercial bid in two separate envelopes) from eligible and qualified Original Equipment Manufacturers / Authorized Distributors of OEM / Authorized Dealers of OEM for the **Computer Systems and Licensed Software**.

The details are summarized below: -

a)	Tender number:	Reference number for inviting bids through this tender is NSIC/OK/INCU/1/ 2018-19
b)	Purchaser	NSIC Technical Services Centre, National Small Industries Corporation Ltd. (Government of India Enterprise) is under the Ministry of Micro, Small & Medium Enterprises.
c)	Usage of Computers & Licensed Software	The Purchaser would place the Computers & Licensed Software in their training Center and shall be utilized for imparting skill and Entrepreneurship Development training.
d)	Scope of Tender:	Supply, Installation & Commissioning of Computer Systems and Licensed Software.
e)	Specification/ details of Computers & Licensed Software:	The detailed specifications of Computers & Licensed Software along with quantity are specified in tender and placed at Annexure-A
f)	Web page for details of tender	Web page: http://www.nsic.co.in/tenders.asp The prospective bidders are advised to remain in touch with the website for any update in respect of this tender.
g)	Locations of supplies	The Computers are proposed to be supplied at NSIC Technical Services Centre at Okhla, Phase III, (Near Govindpuri Metro Station) New Delhi – 110020.
h)	Earnest Money Deposit (EMD) along with Tender	The EMD of Rs. 35,000/- (Rupees Thirty five Thousand only) shall be submitted in the form of D.D. in favour of 'NSIC Ltd NTSC A/c' payable at New Delhi and to be placed in the Technical Bid envelope while submitting the tender. On line transfer of Above amount may be made through RTGS/NEFT for which the bank details are provided in para 8 (a) of the terms & conditions. Transaction details shall be provided by bidder in Annexure 'C'.
i)	Exemption from the payment of EMD and Tender fee	The exemption for the payment of EMD as well as tender fee will be applicable to the Udyog Aadhaar/ NSIC/ District Industry Centre registered units for the goods/ items for which the said tender is floated.

TENDER NO.: NSIC/OK/INCU/1/ 2018-19

;)	Cost of Tender	The tender document can be collected from the office of			
j)	Documents				
	Documents	Center Head, NSIC-Technical Services Centre, Okhla			
		Industrial Estate, New Delhi-110020 in between the period			
		from 26th October 2018 to 15th November 2018 (except			
		Saturday & Sunday) between 10:30 hours to 15:00 hours or			
		it may be downloaded from the website			
		http://www.nsic.co.in/tender/Current-Tenders.aspx			
		against payment of Rs. 590/-Inclusive of GST (Rupees Five			
		Hundred and ninety only) (non-refundable). Payment may			
		be made by any of the following ways			
		- By demand draft, in favor of 'NSIC LtdNTSC A/c'			
		payable at New Delhi. DD shall be enclosed with the			
		Technical Bid			
		- Through RTGS/NEFT. Bank Details provided under			
		clause 8A of terms & conditions. Transaction details			
1-)	Last date of submission	shall be provided in Annexure 'C'. Sealed Tender must be submitted to the address below			
k)	of tender	on or before 15 th November 2018 up to 15.00 hours. Late			
	or tender	bids will be rejected.			
		The Center Head,			
		NSIC- Technical Services Centre,			
		Okhla Industrial Estate, Phase-III			
		New Delhi-110020			
l)	Date of opening of	The technical bid for the tender shall be opened on 15 th			
	Technical Bid	November 2018 at 16:30 hours at the address as under:			
	(Envelope-1)	The Center Head,			
		NSIC- Technical Services Centre,			
		Okhla Industrial Estate, Phase-III New Delhi-110020			
	Date of an anima of				
m)	Date of opening of Commercial Bid	The date for opening second envelope containing Commercial Bid will be intimated to the qualified bidders			
	(Envelope-2)	separately.			
		j separatery.			

Note: In case of any further details required, the same can be collected from the office of Centre Head, NSIC-Technical Services Centre, Okhla Industrial Estate, Phase III, New Delhi – 110020 from 26th October 2018 (except Saturday & Sunday) between 10:30 hours to 15:00 hours, up to 15th November.2018.

The Center Head, NSIC- Technical Services Centre, New Delhi

Terms & Conditions of the Tender

The Tender shall be submitted in accordance with these instructions, as under.

1. Abbreviations:

Throughout this tender document||, the word/ term:

- a) "NTSC" means NSIC-Technical Services Centre
- b) "NSIC" means The National Small Industries Corporation Ltd.
- c) "Day" means Calendar day
- d) "Working day" means Monday to Friday in a week
- e) "Tender" means tender number NSIC/OK/INCU/1/2018-19
- f) "Computers & Licensed Software" means the Computers & Licensed Software with specifications as detailed at Annexure-A.
- g) If context so requires, "Singular" means "Plural" and vice versa.
- h) "EMD" means Earnest Money Deposit.
- i) "Purchaser" means NSIC Technical Services Centre
- j) "Bid" means the document and financial details submitted by bidder.
- k) "Bidder" means the eligible and qualified Original Equipment Manufacturers / Authorized Distributors / Authorized Dealers.
- l) "Tenderer" means the eligible and qualified Original Equipment Manufacturers / Authorized Distributors / Authorized Dealers.
- m) "OEM" means Original Equipment Manufacturer

2. Eligible Bidder:

- a) The intending Bidder, in case of Original Equipment manufacturers shall submit a self-declaration on their letter-head, along with the Technical Bid, confirming that they are regular in manufacturing and supplying the similar Computers & Licensed Software, as asked in this tender, for the last Three (03) years or more.
- b) The original equipment manufacturers shall possess ISO Certificate for their establishment. The copy of the valid ISO Certificate shall be enclosed with the Technical Bid.
- c) The intending Bidder, in case of Authorized Distributor of OEM / Authorized Dealer of OEM shall submit a copy of valid license of the authorized Distributorship / Dealership from Original Equipment Manufacturers along with technical bid.

3. Location of supplies:

- a) NSIC- Technical Services Centre (NTSC) Okhla, Phase III, (Near Govindpuri Metro Station) New Delhi- 110020.
- b) It may be noted that the Center Head, NTSC Okhla have full rights to cancel the Tender even after calling the offers from bidders but before the issue of supply order to execute the supply by the successful bidder. The reason for cancellation of supply would not be disclosed.

4. Scope of Supplies:

a) The Computers & Licensed Software (s) shall be supplied in compliance to the

specifications mentioned in Annexure- A of the tender.

- b) The specifications of the Computers & Licensed Software (s) as mentioned in the Annexure-A are the minimum requirements of tender, however higher specifications of Computers & Licensed Software (s) may be considered subject to their cost competitiveness in financial terms.
- c) After the supply of Computers & Licensed Software(s) as mentioned in the Annexure- A, the bidder has to execute installation & commissioning at the designated site in Okhla and complete within 7 days after receiving the communication from purchaser. No extra cost shall be paid for this reason.
- d) The bidder shall offer on-site comprehensive warranty of Computers & Licensed Software for at least three years from the date of successful commissioning of Computers & Licensed Software at the designated location. The purchaser is not liable to pay any extra charges on any account during warranty & license period.

5. Delivery

- a) The purchaser is interested for complete delivery of Computers & Licensed Software by the bidder within Forty (45) calendar days from the date of issue of supply order. However, the bidders has an option to offer less than 45 days.
- b) Successful bidder shall provide a document for the list of the supplies with complete details of specifications and parts numbers at the time of delivery. Technical brochure and other related documents shall also be included with the technical bid.
- c) The material shall be physically inspected on receipt at site and bidder shall be responsible for any damage during the transit of Computers & Licensed Software. Specification shall be verified after installation and commissioning.
- d) The bidder shall not arrange part shipments and/or trans-shipments without the permission of purchaser. The insurance cover including insuring the goods against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery/Installation & Commissioning shall be obtained by the bidder in his own name and not in the name of purchaser. The purchaser will intimate as soon as possible but not later than 30 days from the date of arrival of goods at destination the bidder of any loss or damage to the goods.
- e) The bidder shall indicate the period within which the ordered quantity will be supplied. The bidder shall note that in case bidder fails to supply within the period of delivery indicated by the bidder in technical bid of this tender, penalty @ 1% of value of the order per week of delay would be levied subject to maximum 4 weeks. It means, the
 - Bidder shall have the liability of delayed supply to the maximum of 4 weeks after expiry of scheduled delivery date. Beyond this period EMD shall be forfeited and Center Head reserves the right to cancel the order and bidder may be debarred from participation in any future tenders.
- f) The successful Bidder shall, within a week from the date of receipt of communication of acceptance of quotes from purchaser shall intimate his acceptance of the order. The successful bidder shall complete supplies strictly as per the accepted delivery period.

6. Warranty

a) The bidder shall offer on-site comprehensive warranty of Computers & Licensed Software for three (3) years from the date of successful commissioning of Computers & Licensed Software at the designated location & shall cover each and every part of the

- Computers & Licensed Software including parts having limited life etc. The purchaser is not liable to pay any extra charges on any account during warranty period.
- b) The bidder shall pay to the purchaser such compensations that may arise by reasons of the warranty therein contained but not attended by the bidder.
- c) Any part or parts fail or proved defective within the on-site warranty period specified above, owing to defect in design, material or workmanship; the bidder shall have to replace them at the place of installation without asking for any charges.
- d) During the warranty period, expert(s) shall be deputed at site by the bidder within two working days from the date of request from purchaser, to rectify and fixing the defects of Computers & Licensed Software s at the location where Computers & Licensed Software supplied. The cost of deputation of expert(s) and any other associated expenditure shall be borne by the bidder.
- e) The successful bidder shall provide the warranty documents for the supplied computer and license document for the software.

7. After Sales Services

- a) The successful bidder shall ensure to render after sales services during the warranty period to the satisfaction of purchaser.
- b) The successful bidder will depute their engineer within two working days to attend the service call received in writing from purchaser.

8. Tender documents & Fee:

a) The tender document can be collected from the office of the Center Head, NSIC-Technical Services Centre, Okhla, New Delhi in between the period from 26th October 2018 to 15th November 2018 (except Saturday & Sunday) between 10:30 hours to 15:00 hours against payment of Rs. 590/- incl. of GST (Rupees Five Hundred Ninety only) (Nonrefundable) by way of demand draft, in favour of 'NSIC Ltd.-NTSC A/c' payable at New Delhi. Alternatively tender form can be downloaded from our website www.nsic.co.in from 26th October 2018. In case the tender downloaded for submission of offer, the tender fee of Rs. 590 /- (Rs. Five Hundred Ninety) in form of demand draft in favour of 'NSIC Ltd.-NTSC A/c' payable at New Delhi shall be enclosed with Technical Bid of the tender while submitting the tender.

The other option is to pay Rs. 590/- by RTGS/NEFT to the bank of purchaser as detailed under:

ACCOUNT NAME	BANK NAME	BANK A/C NO.	BANK IFSC CODE
NSIC LTD NTSC A/C	PUNJAB NATIONAL BANK, OKHLA, NEW DELHI	0602002100009880	PUNB0060200

The bidder is requested to attach the Bank Statement / RTGS Slip in the Technical Bid, as a proof of the transfer of payment to the purchaser's Account.

b) At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum/Corrigendum. The prospective bidders are advised to remain in touch with the Website for any update in respect of this tender.

9. Authorization for submission of tender:

- a) The original tender form and bid documents, shall be duly stamped and singed by a person duly authorized to sign on behalf of the Bidder. The written confirmation of authorization (in form of letter on the bidder's letter head) to sign on behalf of the bidder confirming the signature as a person duly authorized to sign should be attached with the technical bid of the tender.
- b) The person signing the tender form or any other documents on behalf of the Bidder shall be deemed to warrant that he has authority to bind the Bidder. If it subsequently comes to light that the person so signed had no authority to do so, the purchaser may without prejudice to any other civil & criminal remedies cancel the tender and hold the Bidder liable for all costs, charges and damages.

10. Earnest Money Deposit:

- a) The EMD of Rs. 35,000/- (Rupees Thirty five thousand only) shall be submitted in the first envelope super-scribed as "Technical Bid", of prescribed amount by way Demand Draft drawn in favour of "NSIC Ltd.- NTSC A/c", only for the Computers quoted by the Bidder. No cash towards EMD shall be accepted. The offers without EMD from the Bidders shall be rejected.
- b) In case tender documents downloaded from website, Tender Fee of Rs. 590/- (Five hundred ninety only) shall be submitted by way of D.D. drawn in favour of 'NSIC-Ltd-NTSC A/c' along with the Technical Bid of the tender documents. Tender fees are non-refundable. The option for payment by RTGS/NEFT is also available and bank details of purchaser, are as under:

ACCOUNT NAME	BANK NAME	BANK A/C NO.	BANK IFSC CODE
NSIC LTD	PUNJAB NATIONAL	0602002100009880	PUNB0060200
NTSC A/C	BANK, NSIC BHAWAN,		
	NEW DELHI		

The bidder is requested to attach the Bank Statement / RTGS Slip in the Technical Bid, to prove the transfer of payment to the purchaser's Account.

- c) EMD and tender Fee submission is exempted for the bidders having valid registration under Udyog Aadhaar, Single Point Registration Scheme of NSIC and all micro medium and small enterprises registered with Director of Industries from DIC for the supply of Computers & Licensed Software for which this tender issued. To support this, the selfcertified scanned copy of such valid registration/ exemption certificate is to be attached with technical bid.
- d) The Purchaser shall not be liable for payment of any interest on EMD.
- e) Any request by the bidders to consider their EMD already furnished by them to any of the other office of the purchaser, for any other contract/ tender will not be considered as EMD for this tender.
- f) The EMD will be returned to the unsuccessful bidders soon after the orders are placed on the successful bidder. In case of successful bidder, the EMD will be returned along with 20% payment as per payment terms mentioned at Para 25 of instructions of Tender.

11. Special Provision for Micro & Small Enterprises: - Micro and Small Enterprises (MSEs) participating in the tender will be given benefit as per Public Procurement Policy, 2012. Further, the MSEs owned by SC/ST entrepreneurs will also be given benefits as per Public Procurement Policy, 2012.

The Definition of MSEs owned by SC/ST is as given under:

- (a) In case of proprietary MSE. Proprietor shall be SC/ST
- (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit
- (c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

12. Submission of Tender:

- a) The bidder to examine all instructions, forms, terms and specifications in the tender documents and to furnish with its bid all documents or information as required by bidding document.
- b) The language for all the correspondence and documents related to the tender shall be in English/ Hindi only. Moreover, the printed literature/technical details for the Computers & Licensed Software shall also be in English/ Hindi.
- c) The tender must be placed in a properly sealed bigger envelope addressed to The Center Head, NSIC-Technical Services Centre, Okhla, Phase III, New Delhi and the said bigger envelope shall contain two sealed envelopes containing Technical & Commercial bids. The bigger envelope must be super-scribed —**Tender for the purchase of Computer Systems & Licensed Software** with tender inquiry number and its due date. The two sealed envelopes inside the bigger envelope must be super-scribed as:

Envelope No-1: The said envelope is for technical bid & shall be super-scribed as "Tender for the Supply, Installation, Commissioning of Computer Systems and Licensed Software - Technical Bid"

Envelope No-2: The said envelope is for Commercial bid & shall be super-scribed as "Tender for the Supply, Installation, and Commissioning of Computer Systems and Licensed Software -Commercial Bid".

- d) If both or either of the envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- e) All the columns of the tender shall be duly, properly and exhaustively filled in. Any Cutting/over writing etc. in the tender must be signed by the person who is signing the tender.
 - f) Tenders received in open covers/letters/fax/email will not be considered.

13. Financial Bid Submission:

- a) Bidder shall take into account all costs including Packing, Freight, Transportation ,insurance and unloading of Computers & Licensed Software at the location of the purchaser for giving delivery of material at site(s) as detailed at Para 3 of –Instructions to the Tenderer before quoting the –Price of Computers & Licensed Software s before GST in the Commercial Bid.
- b) The Price of Computers & Licensed Software before GST shall remain firm & inclusive of all costs involved for the delivery to the destination which include the cost of Installation & Commissioning at destination.

- c) No extra payment or revision of Price of Computers & Licensed Software before GST shall be accepted on account of any discrepancy in nomenclature of items. The Bidder is advised to seek clarification, if any, desired before submitting the tender.
- d) No representation for the revision of the quoted Price of Computers & Licensed Software before GST shall be considered till the supplies are completed to the designated location(s).

14. Last date of submission of Tender:

- **a)** The tender should reach the office of the Center Head, NSIC-Technical Services Centre, Okhla New Delhi by **15th November 2018 up to 15.00 hours.**
- b) The purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Tender Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. The prospective bidders are advised to remain in touch with website for any update in respect of their tender.
- c) The purchaser shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected and returned unopened to the Bidder.

15. Opening of Technical Bid:

a) The technical bid of tenders will be opened at NTSC-Okhla **on 15th November 2018 at 16:30 Hours.** The Bidder or their authorized representative (one person only) may be present at the time of opening of the tender.

16. Opening of Commercial bid

a) The Commercial Bid of only technically qualified bidders will be opened. The date & time for opening of Commercial Bid shall be intimated to the technically qualified bidders through email, after the evaluation of Technical Bid.

17. Validity of tender:

- a) The tender shall be valid for a period of 90 days from the date of opening of the Technical Bid of tender. Terms and Commercial details submitted in the bid shall be treated as firm during the said period of 90 days.
- b) In exceptional circumstances, prior to the expiry of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

18. Evaluation of Bids:

- a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
- b) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case

the amount in figures shall prevail subject to (a) and (b) above.

- d) To assist in the examination, evaluation, comparison of the bids and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a requestby the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing only.
- e) If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- f) The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to supply order, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically Bid document, EMD deposits shall be promptly returned to the Bidders.
- g) The Purchaser shall compare the evaluated prices of all technically qualified bids to determine the lowest evaluated bid for a particular location. The comparison shall be on the basis of landed cost at destination.
- h) At the time the Contract is awarded, the Purchaser may increase/decrease the Quantity of Computers & Licensed Software s without any change in the unit prices or other terms & conditions of the bid and the Bidding Documents subject to the acceptance of bidder in writing for the same.
- i) The purchaser has right to verify the particulars furnished by the bidder independently.

19. Earnest money forfeit:

- a) If any Bidder withdraws his tender before the period of 90 days from the date opening of technical bid or makes any modifications in the terms and the conditions of the tender which are not acceptable to the purchaser, then the purchaser shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
- b) The EMD will also be forfeited in following cases:
 - i. If the bidder fails to accept the order based on his offer (bid) within the prescribed time.
 - ii. If the bidder fails to supply the Computers & Licensed Software s with specifications as mentioned in Annexure–A
 - iii. If the bidder delays supplies beyond a reasonable time.
 - iv. Bidder for any reason whatever, withdraws the tender after it is accepted or become unable or fails to execute the orders within stipulated delivery period
 - v. Submission of misleading/contradictory/false statement or information and fabricated/invalid documents is detected before or after the issue of order to execute the supplies.
 - vi. The successful bidder does not submit Indemnity Bond within the prescribed time.

20. Notification of award:

Prior to the expiry of the period of bid validity, the purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted and supply order shall be issued after seeing a sample piece of computer as required. The notification letter shall specify the sum that the Purchaser will pay to the bidder in consideration of the supply of Computers & Licensed Software (s) at NSIC Technical Services Center, Okhla, Phase III, New Delhi-110020

21. Packing:

a) The bidder shall provide packing of the Computers & Licensed Software / equipment, as is required to prevent their damages or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. In case the consignment received with damaged packaging, the purchaser would not accept the delivery.

The Computers & Licensed Software & equipment shall be securely boxed/ crated and protected from mechanical damage, moisture etc. suitable for both storage and transit according to the nature of the material and mode of transport. The bidder shall be responsible for any loss/ damage to material during transportation to the designated location i.e. **NSIC Technical Services Center, Okhla, New Delhi-110020**

22. Payment:

- a) The 80% payment of total bill will be made by the purchaser by crossed account payee Cheque/RTGS/NEFT for which the bidder shall send bills in duplicate (original + copy) after Supply, Installation, commissioning of Computers & Licensed Software, giving the reference number of the purchase order along with copies of delivery note & satisfactory report on the Installation of Computers & Licensed Software (s), from designated purchaser department. The details about the designated purchaser department who is authorized to take the delivery of Computers & Licensed Software (s) shall be informed to the successful bidder through the supply order placed for the supply of Computers & Licensed Software (s).
- b) The 20% payment of total bill along with EMD deposit will be released to bidder after three months from the date of completion of Installation & Commissioning at site and on **submission of Indemnity bond (as per NSIC"s format)** by the successful bidder for rendering services during warranty period.

23. Causes of rejection of tender:

- a) While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected.
- b) If any Bidder stipulates any condition of his own, such conditional tender is liable to be rejected.

24. Claims:

- a) If the material supplied are found to specifications lower than those stipulated in the accepted offer, the purchaser shall have right to totally reject the Computers & Licensed Software / equipment and/or to claim for compensation from bidder. The bidder shall reimburse to purchaser, the claim lodged in writing within 15 (fifteen) days of its demand. The bidder shall also compensate for losses, if any, sustained by purchaser due to defective packing and/or wrong marking of the Computers & Licensed Software.
- b) The bidder shall be responsible for arranging the rejected Computers & Licensed Software / equipment to be removed at his cost from purchaser premises.

25. Address for communication:

a) All the communication with respect to the tender shall be addressed to:

The Center Head, NSIC- Technical Services Centre, Near Govindpuri Metro Station Okhla Industrial Estate, Phase-III, New Delhi-110020.

26. Force Majeure:

a) In the event of any unforeseen circumstances directly interfering with the supply of goods/work/service arising during the execution of order such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Bidder shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days —notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other.

27. Code of Ethics:

a) The Purchaser as well as the Bidder shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely —Prevention of Corruption Act 1988, during the procurement or execution of such contracts. If the bidders are found in Bid pooling or against law against fraud and corruption, then their firms may be blacklisted.

28. Jurisdiction:

a) In the event of any dispute the legal matter shall be subjected to the jurisdiction of Delhi Court only.

We confirm with our acceptance of the terms & conditions (S.No-1 to 28) as given above.

BIDDER"S NAME & SIGNATURE WITHSEAL

These duly signed "Terms & Conditions of the Tender" as above shall be attached with technical bid of the tender as a mark of acceptance of bidder and any tender not confirming the instructions as under is liable to be rejected.

<u>Details of requirements and technical specifications of Computer Systems and Licenses Software</u>

Name of the product: Computer Systems and Licensed Software

The computer should be branded like HP, Dell, Lenovo, Acer etc.

	•	ould be branded like HP, Dell, Lenovo, Acer etc.	Ob. // La a
S. no	Items	Description items	Qty/User
1	Computer System	1.1 CPU: Intel Core i7-8700,12 MB cache/Min 6 core/3.2 GHz/65W,with Intel(R) Core (TM) i7 Label 1.2 Mother Board: OEM / Intel Original Mother Board, Intel® H370 Chipset or better compactable with CPU 1.3 Memory: (1X8GB) 2666MHz DDR4 UDIMM Non-ECC, RAM expandability up to 32 GB, 1.4 Monitor: 19.5" LED, OEM make 1.5 Graphics: Integrated 1.6 HDD: 3.5" 1TB 7.2k RPM SATA, OEM make 1.7 Key Board: 104 keys board USB interface OEM make 1.8 Mouse: USB interface optical OEM make 1.9 DVD Writer: 8x or better DVD writer 1.10 Ports: 8 USB Ports 4 x 3.1 Gen 1 (2 front, 2 rear) 4 x 2.0 (2 front, 2 rear) 1-DP, 1-RJ45 1.11 Networking: 10/100/1000 on board integrated network port 1.12 Operating System: Windows 10 Pro (64bit) English pre-installed 1.13 Power Supply: 220/230 Volt, 280 W Max. 1.14 Cabinet: Mini Tower 1.15 Industry Standard Compliance: Energy Star, EPEAT registered in India 1.16 Warranty: 3 Years Onsite warranty	15 nos
2	MS-Office	MS Office Pro 2016 SNGL OLP NL Academic Version (Part No: 79P-05537) Fully Installed - Word/Excel/Power Point/One note. Store Files in the cloud with one drive. Support 2007 or later all version	15 nos
3	Adobe Creative Cloud Software License	Adobe Creative Cloud for teams - All Apps Multiple Platforms Education Named license 1 year Subscription Photoshop CC, Illustrator CC, InDesign CC, Dreamweaver CC, Adobe Premiere Pro CC, After Effects CC, Acrobat XI Pro, Adobe Muse CC, Adobe Audition CC, Bridge CC, Fireworks, Flash Builder Premium, Flash Professional CC, In Copy CC, Light room, Media Encoder CC, Prelude CC, Speed Grade CC. latest version	5 nos
4	Corel Draw Software License	Corel DRAW Graphics Suite 2017 Single User License (Academic) (Subscription Mandatory Corel Draw Latest Version Corel DRAW Graphics Suite 2017 Single User (Academic) (Subscription 2 Yr).	5 nos.

ANNEXURE-B

(Undertaking from Bidder on their official stationery)

The Center Head, NSIC- Technical Services Centre, Okhla Industrial Estate, Phase-III, New Delhi-110020

Dear Sir,

Sir.

HAVING EXAMINED AND PERUSED THE FOLLOWING DOCUMENTS

- 1. Notice Inviting Tender
- 2. Instruction to The Tenderer
- 3. Technical Specifications of Computers & Licensed Software (Annexure-A)
- 4. Annexure C (Technical Bid)
- 5. Annexure- D (Commercial Bid)

I/Wedo hereby submit the above tender in prescribed formats duly completed in all respects in accordance with the conditions applicable. If this tender is accepted, I/We agree to abide by and fulfill all the terms and conditions in the tender documents

I/We hereby distinctly and expressly declare and acknowledge that before the submission of this tender, I/We have carefully followed the instructions and I/We have understood the existing system of supply at the location i.e. NSIC Technical Services Center, Okhla Industrial Estate, Phase-III, New Delhi-110020 of purchaser including the scope and nature of duties expected from the Bidder.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the purchaser based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said stipulations, restrictions and conditions.

I/ We declare that our unit has never made any default in supplying the Computers & Licensed Software / equipment to Government / Semi Government/ Central or State Public sector enterprise(s) in terms of quality and financial agreed supply conditions.

Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at my/our address furnished herein.
I/We fully understand the terms and conditions in the tender documents. I/We understood that the purchaser is not bound to accept any proposal that it may receive without assigning any reason.
Dated thisday of2018

Authorized Signatory

Seal:

ANNEXURE-C

Technical Bid
FORMAT & REQUIREMENTS

1. '	Tender Ref. No: NSIC/OK/INCU/1/2018-19
2.]	Name of Bidder:
3.	Complete office address of Bidder
4.	Contact details of authorized person of Bidder who has signed tender
	a. Name
	b. Designation
	c. Phone (office)
	d. Phone (Mobile)
	e. E.Mail
5.	PAN Number of bidder (Copy to be enclosed)
6	GSTIN registration number of Bidder (Copy to be enclosed)
7.	Due date & Time of submission: on or before 15 November 2018, 15:00 hours
8.	Opening date & Time: 15 November 2018, 16:30 hours
9.	Tender fee payment details (if tender document downloaded from website)
	Details of DD/RTGS/NEFT by which tender fee paid
10	. EMD payment details (DD number & bank details)
	Or Registration Certificate No.
	(Copy of registration certificate enclosed)
11	. Delivery period after receipt of order from NSIC(Number of days)

Signature of bidder Stand of the company

	Model number of computer.			
S.No	Items	Description	Acceptance to the Specification as placed at Annexure-A and agreed to supply with required Quantity (write) YES/ NO only)	If marked "NO" in the column before specify the deviation in specification of the machine(s) & Licensed Software offered for the supply.
1.	Computer (Desktop)	Specification		
2.	MS Office Software	As per Annexure-A		
3.	Adobe Creative Cloud Software License			
4.	CorelDRAW Software License			
	tact Details and addres e Warranty & After war		-	r Sales Services
	e Warranty & After wa	rranty maintenance po	eriod:	s Centre

(The purchaser shall have liberty to contact purchaser to assess the performance of Computers & Licensed Software supplied by bidder)

b. Details of order for supply placed to bidder:.....

d. Date of completion of delivery:.....

c. Description and quantity of ordered equipment:.....

I/We as bidder certify that:

- The tender shall remain valid for acceptance for 90 days from the date of opening the Technical Bid of the tender.
- Agree to offer services for onsite comprehensive warranty for three years on the Computers & Licensed Software (s) supplied through this tender.
- No price of any Computers & Licensed Software/ Equipment/ Spares/ Accessories shall be given in Technical Bid.
- All above Computers & Licensed Software s should be provided with safety features/curtains/enclosures etc., wherever applicable.

15. List of Documents- Details to be enclosed with the Technical bid by bidder are as under:

- a) In case the bidder is Original Equipment manufacturers, the bidder to submit a self-declaration on their letter-head, confirming that they are regular in manufacturing & supplying the similar Computers & Licensed Software s, as asked in this tender, for the last Three (03) years.
- b) In case the bidder is Authorized Distributor of OEM / Authorized Dealer of OEM, the bidder to attach self-certified valid authorized Distributorship / Dealership license from Original Equipment Manufacturers who should have valid ISO Certificate and shall be engaged in regular manufacturing and supply of similar Computers & Licensed Software for the last Three (03) years.
- c) The original equipment manufacturers shall attach the self-attested copy of valid ISO Certificate for their establishment. In case the bidder is Authorized Distributor of OEM / Authorized Dealer of OEM, the bidder to attach the self-attested copy of valid ISO Certificate of their OEM.
- d) Undertaking as per annexure-B on Letter head.
- e) Duly signed all pages Terms & condition of the tender document as a mark of acceptance.
- f) The letters substantiating performance for five (05) other purchasers, to whom, the similar Computers & Licensed Software supplied by the bidder in last three (03) years.
- g) Technical Literature of Computers & Licensed Software (s) with particular reference to the model of Computers & Licensed Software proposed to supply against this tender along with reference of website to assess the further features.
- h) Authorization letter in favor of personnel to sign the tender on behalf of bidder.
- i) Self-certified copy of valid certificate for claiming EMD exemption & Tender Fee. Self-certified copy of valid certificate for claiming Tender Fee exemption.
- j) Self-attested copy of valid GSTIN registration & PAN number
- k) To submit all supporting information with respect to the technical data, broachers available shall be enclosed.

	Name & Signature of the authorized bidder with stamp Contact details
of authorized person of	bidder who have signed the tender.

Name	
Designation	
Phone	(office)
Phone (Mob	ile)
E mail	

Annexure - "D"

FORMAT FOR SUBMISSION OF COMMERCIAL BID

Γender	\mathbf{D}	TA T
lender	RAT	INI O ∙
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1	Name of the	Riddor		
Ι.	name or me	Diddet:	 	

2. The financial offer to execute the supply as per the tender: **Supply of Computers & Licensed Software** to the NSIC Technical Services Center, Okhla Industrial Estate, Phase-III, New Delhi-110020 location:

#	Details of the items	Unit Price of items before GST (In Rs.)	GST %	Quantity to be supplied (In No.)	Total price inclusive all (Col 2+Col. 3) x Col.4 (Rs. in figures)	Total price inclusive all (Col 2+Col. 3) x Col.4 (Rs.in words)
	1	2	3	4	5	6
1.	Computer (Desktop)			15		
2.	MS Office Software			15		
3.	Adobe Creative Cloud Software License			5		
4.	CorelDRAW Software License			5		

Item wise price shall be quoted as detailed at S.N.. 1 to 4' above for the location at NSIC Technical Services Centre, Okhla Industrial Estate, Phase-III, New Delhi-110020.

The following to be noted while submitting financial details for the supply of computers & Licensed Software to the individual location:

The bidder shall quote the total price inclusive of all in the respective column above in front of 2b note that they are not supposed to put any GST amount in the Commercial Bid. However, after the supplies, they have to issue the invoice indicating the Price of Computers & Licensed Software as quoted in the Commercial Offer and thereafter specify the GST as applicable at the time of delivery. The Purchaser shall pay total amount which includes the unit price of Computers & Licensed Software as well as GST and duties as applicable at the time of delivery.

- **a.** The Total Cost quoted above should be inclusive of Basic Price, GST, Transportation, Incidental Services (including Transit Insurance, Loading/ Unloading, Packing & Forwarding charges etc.), Installation & Commissioning, on-site warranty.
- **b.** The Purchaser is authorized to ask the evidence from bidder to counter-check that the GST as claimed by the bidder at the time of issue of invoice after supplier of Computers & Licensed Software is correct.
- **c.** The purchaser will not issue any form such as C & D' towards rebate / exclusion of GST etc.
- **d.** The bidder will not be entitled to any increase in Unit Price of the Computers & Licensed Software before GST during the period of delivery even if there is delay in supplies /completion attributed to him.
- **e.** The Unit Price of the Computers & Licensed Software before GST should be inclusive of all costs involved for the delivery to the destination(s) which include the cost of Installation & Commissioning at destination and comprehensive warranty of three years.
- **f.** No extra payment or revision of Price of Computers & Licensed Software before GST shall be accepted on account of any discrepancy innomenclature of items. The Bidder is advised to seek

clarification, if any, desired before submitting the tender.

g. The competiveness of the unit Price of the Computers & Licensed Software including GST shall be given due consideration while analyzing the Commercial Bid.

I/We as bidder certify that:

- a. The tender and offer price shall remain valid for acceptance for 90 days from the date of opening the Technical Bid of the tender.
- b. Agree to offer services for onsite comprehensive warranty on the Computers & Licensed Software (s) supplied through this tender.

Further confirm that we agree with the terms and conditions specified in -Instructions to Tenderers and if selected, the execution of supplies would be made in compliance.

Name & Signature of the authorized bidder with stamp Contact details of authorized person of bidder who have signed the tender.

Name
Designation
Phone(office)
Phone (Mobile)
E mail