



**Tender Ref. No.: NTSC/COMPTRG/AR-VR/2018/45(5)**

## **TENDER DOCUMENT**

**for**

**Supply, Installation & Commissioning  
of  
Adobe Creative Cloud for  
Teams(Software) for AR/VR Lab**

**NSIC Technical Services Centre  
The National Small Industries Corporation Ltd.**

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

Tel No. 011-26826801, 26826847  
Fax: - 011-26826783

Email: [ntscok@nsic.co.in](mailto:ntscok@nsic.co.in)  
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**INDEX**

<b>S. No.</b>	<b>Description</b>	<b>Page Nos.</b>
1	Title	<b>1</b>
2	Index	<b>2</b>
3	Notice Inviting Tender	<b>3</b>
4	Instructions to the Bidders	<b>5</b>
5	Details of requirements and technical specifications ( <b>Annexure – A</b> )	<b>16</b>
6	Undertaking from Bidder ( <b>Annexure – B</b> )	<b>17</b>
7	Format & Requirements for Submitting Technical Bid ( <b>Annexure –C</b> )	<b>18</b>
8	Format & Requirements for submitting Commercial Bid ( <b>Annexure – D</b> )	<b>22</b>

### NOTICE INVITING TENDER

The NSIC Technical Services Centre, Okhla invites sealed tender in two bid system (Technical & Commercial bid in two separate envelopes) from eligible & qualified Original Equipment Manufacturers (OEMs)/ Authorised Distributors of OEMs/ Authorised Dealers of OEMs, for the Supply, Installation, Commissioning on site & Training on Operation(s) & Maintenance of the supplied Software, for setting up of AR/VR training lab.

The details are summarized below: -

a)	Tender number	Reference number for inviting bids through this tender is <b>NTSC/COMPTRG/AR-VR/2018/45(5)</b>
b)	Eligible Bidder	Original Equipment Manufacturers (OEM) / Authorized Distributors of OEM / Authorized Dealers of OEM (as per the eligibility details placed in the tender at Para 2 of <b>"Instructions to the Bidders"</b> ).
c)	Purchaser	The NSIC-Technical Service Centre, (A Government of India Enterprise) which is one of the Technical Centre of National Small Industries Corporation.
d)	Usage of Software	The purchaser would place the Software in their training centre and shall be utilized for imparting skill/ entrepreneurship development training and rendering services to the industries.
e)	Scope of Tender	Supply, Installation, Commissioning & Training to trainers.
f)	Specification/ Details of Software	The detailed specifications of Software are specified in tender document placed at <b>Annexure-A</b> .
g)	Web page for details of tender	Web page: <a href="http://www.nsic.co.in/Tenders">http://www.nsic.co.in/Tenders</a> The prospective bidders are advised to visit the website periodically for any update in respect of this tender. No separate advertisement/communication will be sent to the individual and/or parties.
h)	Addresses of supplies	The Software is/ are proposed to be supplied at NSIC-Technical Services Centres at Okhla, Industrial Estate, Phase III, New Delhi-110020
j)	Earnest Money Deposit (EMD) along with Tender	-Nil-
k)	Exemption from the payment of EMD and Tender fee	-NA-
l)	Security Deposit	-Nil-
m)	Cost of Tender Documents	The tender document can be collected from the office of the Centre-Head, NSIC-Technical Services Centre, Okhla Industrial Estate, Phase-III, New Delhi-20 in between the period from <b>29.11.2019</b> to <b>20.12.2019</b> between 10:30 hours to 16:00 hours against payment of Rs.590/- (Rupees Five hundred Ninety rupees only) (Non-refundable, Inclusive of GST) by way of demand draft, in favour of

		<p><b>'NSIC Ltd-NTSC A/C'</b> payable at New Delhi.          Alternatively, tender document form can be downloaded from our website <a href="http://www.nsic.co.in">www.nsic.co.in</a> from <b>29.11.2019</b> to <b>20.12.2019</b>. In case the tender document downloaded for submission of offer, the non-refundable tender fee of Rs.590/- in form of demand draft in favour of <b>'NSIC Ltd-NTSC A/C'</b> payable at New Delhi shall be enclosed with Technical Bid of the tender while submitting the tender or through Online Banking for which details are given below in "Instructions to Bidders" section.</p>
n)	Last date of submission of bid	<p><b>Tender must be delivered to the address below on or before 20.12.2019 up to 16:30 hours (Time).</b> The bids received after the due date and time shall be rejected.          Centre-Head, NSIC-Technical Services Centre, Okhla Industrial Estate, Phase-III, New Delhi-20.</p>
o)	Date of opening of Technical Bid (Envelope-1)	<p><b>The technical bid for the tender shall be opened on 20.12.2019 at 17:00 hours at the address as under:</b>          Office of the Centre-Head, NSIC-Technical Services Centre, Okhla Industrial Estate, Phase-III, New Delhi-20.</p>
p)	Date of opening of Commercial Bid (Envelope-2)	<p>The date for opening second envelope containing Commercial Bid will be intimated to the technically qualified bidders separately.</p>

**Note:** In case of any further details required, the same can be collected from the office of the Centre-Head, NSIC-Technical Services Centre, Okhla Industrial Estate, Phase-III, New Delhi-20 from **29.11.2019 To 20.12.2019** (except Saturday & Sunday) between 10:30 hours to 16:00 hours.

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

## **INSTRUCTIONS TO THE BIDDERS**

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 week
- e) "tender" means tender number NTSC/COMPTRG/AR-VR/2018/45(5).
- f) "Software" means the devices/equipment/software/accessories as detailed at Annexure-A.
- g) If context so requires, "singular" means "plural" and vice versa.
- h) "EMD" means Earnest Money Deposit, without interest.
- i) "Purchaser" means The National Small Industries Corporation Ltd
- j) "Bid" means the document and financial details submitted by bidder in response to this tender.
- k) "Bidder" means the eligible and qualified bidder i.e. Original Equipment Manufacturers / Authorized Distributors/ Authorized Dealers.
- l) "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 & supplying the similar Software, as asked in this tender, for the last Five (05) years.
- b) The original equipment manufacturers shall possess ISO Certificate for their establishment. The copy of the valid ISO Certificate shall be placed with the Technical Bid.
- c) The intending Bidder, in case of Authorized Distributor of OEM / Authorized Dealer of OEM shall possess valid authorized Distributorship / Dealership license from Original Equipment Manufacturer and to be engaged in regular supply of similar Software for the last Three (03) years. The OEM shall have ISO certificate. Also the authorised Distributor/Dealer shall be associated with OEM on the basis of which the said tender is participating, for the last three years. The Bidder shall enclose the copies to substantiate their engagement in supplies for the Software/ equipment for which the above said tender is being issued, for the last three years and associated with OEM for the last three years. The copy of the same should be enclosed in Technical bid while submitting the bid.
- d) The intending bidder has never made any default in supplying the Software/ equipment to Government / Semi Government/ Central or State Public sector enterprise(s) for any reasons in the last three years.

### 3. Scope of Supplies:

- a) The material shall be supplied in compliance to the specifications mentioned in Annexure- A of the tender document.
- b) **The specifications of the Software as mentioned in the Annexure-A are the minimum requirements of tender, however higher specifications of Software may be considered subject to their cost economics i.e. competitiveness in financial terms for the address(es) of supply.**
- c) After the supply of Software by the successful bidder as mentioned in the Annexure A, the successful bidder has to execute its installation & commissioning in the designated site(s) at the address. No extra cost shall be paid for this purpose.
- d) After the installation & commissioning of Software i.e. Adobe Creative Cloud for Teams for AR/VR Lab , the training to the local trainers shall be given for ten (10) working days wherein the training about the machine's operations, maintenance, information about Do's & Don'ts as well as trouble shooting & all other areas which are necessary for smooth functioning of Software shall be provided to the persons designated by purchaser, at site, by the successful bidder. No extra cost shall be paid to the successful bidder for imparting this training.
- e) The successful bidder shall give on-site comprehensive warranty of Software for minimum two years from the date of successful commissioning of Software at the designated address. The purchaser is not liable to pay any extra charges on any account during warranty period.
- f) The successful bidder shall give and cover the Software under Maintenance Contract for three years after the expiry of comprehensive warranty period of two years without claiming/charging for any additional financial charges from purchaser, in this regard.
- g) The purchaser shall inform the colour code of the Software to be supplied against the above order while issuing the purchase order and bidder has to comply.

### 4. Address of supplies:

- a) The details of addresses where the Software supplied through this tender are as under:

#	Location	Address for supplies
1	NTSC-Okhla, New Delhi	NSIC- Technical Services Centre, Okhla, Phase III, Near Govindpuri Metro Station, New Delhi-110020.

- b) The bidder is free to inspect the address(s) in the premises before submitting the bid under this tender.

### 5. 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/Women entrepreneurs will also be given benefits as per Public Procurement Policy, 2012. The definition of MSEs owned by SC/ST/Women is as given under:

- (a) In case of proprietary MSE. Proprietor shall be SC/ST/Women
- (b) In case of partnership MSE, the SC/ST/Women 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.

Document to claim benefits shall be enclosed in Technical Bid.

## 6. Delivery

- a) The purchaser expects to complete delivery of Software by the successful bidder within sixty (60) calendar days from the date of issue of supply order at the designated address(es). However, the bidders have an option to submit the best delivery time while submitting the Technical Bid, but in any case, the delivery should be before 90 days from the date of issue of supply order by purchaser.
- b) The Software/ equipment shall be inspected by the purchaser, on receipt at site and successful bidder shall be responsible for any damage during the transit of Software/ equipment. The Purchaser shall not be responsible for any damage due to any reason during the transportation of Software/equipment to the designated site of the purchaser.
- c) The successful bidder shall not be allowed for part shipments and/or trans-shipments without the permission of purchaser. The insurance cover including insuring the Software/ equipment 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 as soon as possible but within 30 days from the date of arrival of Software/ equipment at destination notify the bidder of any loss or damage to the Software/ equipment.

## 7. Comprehensive Warranty

- a) The successful bidder shall offer on-site comprehensive warranty of Software for **one year** from the date of successful commissioning of Software at the designated address. The purchaser is not liable to pay any extra charges on any account during warranty period.

## 8. After Sales Services

- a) The successful bidder shall ensure to render after sales services during the comprehensive warranty period (1 year) to the satisfaction of purchaser.

## 9. Tender documents:

- a) The tender document can be collected from the office of the Centre-Head, NSIC- Technical Services Centre, Okhla Industrial Estate, Phase-III, New Delhi-20 in between the period from **29.11.2019 to 20.12.2019** (Except Saturday & Sunday) between 10:30 hours to 16:00 hours against payment of Rs. 500/-+18%GST = Rs.590/- (Rupees Five hundred and Ninety only) (Non-refundable, inclusive of GST) by way of demand draft, in favour of NSIC Ltd-NTSC A/c payable at New Delhi.
- b) Alternatively tender form can be downloaded from our website [www.nsic.co.in](http://www.nsic.co.in) from **29.11.2019 to 20.12.2019**. In case the tender downloaded for submission of offer, the tender fee of Rs. 590/- 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
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The bidder is requested to attach the UTR No. / Bank Statement / RTGS Slip in the Technical Bid, to prove the transfer of payment to the purchaser's Account.

- c) At any time prior to the deadline for submission of bids, the Purchaser may amend the Tender Documents by issuing addendum/ corrigendum which will be placed on website
- d) only. The prospective bidders are advised to visit the Website ([www.nsic.co.in](http://www.nsic.co.in)) for any update in respect of this tender.

#### 10. Authorization for Submission of Tender:

- a) The original and all copies of the bid shall be signed and stamped, on every page, 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 document 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, consider civil & criminal remedies cancel the tender and hold the Bidder liable for all costs, charges and damages.**

#### 11. Tender Fees:

- a) In case tender documents downloaded from website, Tender Fee of Rs. 590/- 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 fee is non-refundable. The option for payment of Tender fees 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.NTSC A/C	PUNJAB NATIONAL BANK, OKHLA, NEW DELHI	0602002100009880	PUNB0060200

The bidder is requested to attach the UTR No. /Bank Statement / RTGS Slip in the Technical Bid, to prove the transfer of payment to the purchaser's Account.

- b) The exemption for the payment of tender fee will be applicable under Rule 170 & 173 of General Financial Rules (GFR), 2017 for Micro & Small Enterprises (MSEs) as per the "Public Procurement Policy for Micro & Small Enterprises Order 2012". To claim the exemption, self-certified copy of valid certificate/proof of registration for the goods for which this tender floated, must be enclosed with Technical Bid.**
- c) The Purchaser shall not be liable for payment of any interest on Tender fees.

#### 12. Security Deposit: -NA-

#### 13. Submission of Bid:

- a) The prospective bidders should 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/ tender document.



- b) The language for all the correspondence and documents related to this tender shall be in English/ Hindi only. Moreover, the printed literature/technical details for the Software shall also be in English/ Hindi.
- c) The bid must be placed in a properly sealed bigger envelope addressed to The Centre-Head, NSIC-Technical Services Centre, Okhla Industrial Estate, Phase III, New Delhi and the said bigger envelope shall contain two sealed envelopes, each containing, Technical & Commercial bids, respectively. The bigger envelope must be super-scribed "Tender for Supply, Installation and Commissioning of Software for AR/VR Lab" 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 Adobe Creative Cloud for Teams for AR/VR Lab -Technical Bid".***

***Envelope No-2: The said envelope is for commercial bid & shall be super-scribed as "Tender for the Supply, Installation, Commissioning of Adobe Creative Cloud for Teams for AR/VR Lab -Commercial Bid".***

- d) If both or either of the envelopes are not sealed and marked as required, the Purchaser shall not be responsible for the misplacement or premature opening of the bid.
- e) All the columns of the tender document/form shall be duly, properly and exhaustively filled in. Any cutting/over writing etc. in the tender document/form must be signed by the person who is signing the tender/bid.
- f) Tenders received in open covers/ letters/ fax/ email will not be considered.

#### **14. Commercial Bid Submission:**

- a) Bidder shall take into account all costs including Packing, Freight, Transportation, Insurance Cost including unloading of Software at the address of the purchaser for giving delivery of Software/ equipment at site as detailed at Para 4 of "Instructions to the Bidder" before quoting the "Price of Software before GST" in the Commercial Bid.
- b) The "Price of Software before GST" shall remain firm & inclusive of all costs involved for the delivery to the destination(s) including the cost mentioned in Para 16(a) as above, also include the cost of Installation & Commissioning at destination, Training to the local trainers (as detailed at Para 3(c & d) of "Scope of Supplies" of this tender), Cost of services to be provided during Comprehensive Warranty of two years. (Refer Para 3(e) of "Scope of Supplies" of this tender) and cost of services to be provided in the period of Maintenance contract for one year after the expiry of warranty period of one year (Refer Para 3 (f) of the "Scope of Supplies" of this tender.)
- c) **No extra payment or revision of "Price of Software before GST" shall be accepted on account of any discrepancy in nomenclature of items. The prospective bidders are advised to seek clarification, if any, desired before submitting the bid.**
- d) No representation for the revision of the quoted "Price of Software before GST" shall be considered till the supplies are completed to the designated location(s).

#### **15. Last date of submission of Bid:**

- a) **The bid should reach the office of the Centre-Head, NSIC-Technical Services Centre, Okhla Industrial Estate, Phase III, New Delhi by 20.12.2019 up to 16:30 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 this tender.**

- c) The purchaser shall not consider any bid that submitted/received after the deadline i.e. date and time for submission of bids. Any bid received by the Purchaser after the deadline for submission of bids shall not be considered and shall be rejected.

#### **16. Rights of Purchaser:**

- a) It may be noted that the Centre-Head, NSIC-Technical Services Centre, Okhla Industrial Estate, Phase III, New Delhi, without assigning any reason whatsoever, reserves the right to cancel the procurement 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 and the bidder has no right to ask for so.
- b) The Purchaser reserves the right to accept or reject any bid, without assigning any reason, thereof, 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 shall be returned to the Bidders.

#### **17. Opening of Technical Bid:**

- a) The technical bid of tenders will be opened at office of Centre-Head, NSIC-Technical Services Centre, Okhla Industrial Estate, Phase III, New Delhi on **20.12.2019 up to 16:00 hours**. The Bidder or their authorized representative (One person only) may be present at the time of opening of the Bid.

#### **18. Opening of Commercial Bid:**

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

#### **19. 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 this tender. Terms and financial 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.

#### **20. Evaluation of Bids:**

##### **a) The bid are evaluated item wise and Unit price of the Software before GST.**

If there is discrepancy between the amount quoted in Commercial Bid in the column "Unit Price of Software before GST" and the amount reflected in column "Total price of Software before GST" which is the multiplication of quantity offered for supplies with "Unit Price of Software before GST", the "Unit Price of Software before GST" shall prevail. Accordingly, the Total price of Software before GST 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.

- a) 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

- b) 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.
- c) 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 request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing only.
- d) If the Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid shall be rejected.
- e) The Purchaser shall compare the "Unit Price of Software before GST" of all the responsive bids to determine the lowest bid for a particular address.
- f) The bidder shall note that they are not supposed to put any GST amount in the Commercial Bid. However, after the supplies, they have to issue the GST invoice indicating the Price of 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 Software as well as the GST as applicable at the time of delivery.
- g) 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 the supply of Software.

## **21. 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. The notification letter shall specify the sum that the Purchaser will pay to the bidder in consideration of the supply of Software with the details of selected location(s)/ address(es).

## **22. Delivery Time:**

- a) 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 @0.5% 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. After that the supply order shall be cancelled.
- b) 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.
- c) The post-delivery activities i.e. Installation, Commissioning, Training to Trainers etc. shall be started within 7 days from the date of receipt of Software at site by the purchaser.

## **23. Payment:**

- a) The 70% 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 Software, giving the reference number of the supply /purchase order along with copies of delivery note & satisfactory report on the Installation of Software, from designated purchaser department. The details about the designated purchaser department who is authorized to take the delivery of

Software shall be informed to the successful bidder through the supply order placed for the supply of Software.

- b) The 20% payment of total bill along with interest free EMD and Security Deposit will be released to successful bidder after one month from the date of completion of training to trainers.
- c) The remaining 10% payment will be retained and shall be released against submission of Performance Bank Guarantee, issued by Nationalised Bank, by the successful bidder of equal value of 10% with validity of five years from the date of commissioning and completion of training of trainers, whichever is later.

#### **24. Causes of Rejection of Bid:**

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

#### **25. Claims:**

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

#### **26. Address for communication:**

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

Centre-Head, NSIC-Technical Services Centre,  
Okhla Industrial Estate, Phase III, New Delhi-20.  
Ph: 011-26826801, 26826847; Fax: - 011-26826783  
Email: [ntscok@nsic.co.in](mailto:ntscok@nsic.co.in)  
Website: [www.nsic.co.in](http://www.nsic.co.in)

#### **27. Force Majeure:**

In the event of any unforeseen circumstances directly interfering with the supply of Software/equipments/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 successful Bidder shall, within 7 working days, 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.

#### **28. Code of Ethics:**

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, cartelisation or against law on fraud and corruption then their firms may be blacklisted.

**29. Jurisdiction:**

In the event of any dispute the legal matter shall be subjected to the jurisdiction of the court at Delhi.

*We confirm with our acceptance to the instructions (S. No. 1 to 35 above) as given above.*

**BIDDER'S NAME & SIGNATURE WITH SEAL**

*The duly signed pages of "Instructions to the Bidders" as above shall be attached with technical bid of the tender as a mark of acceptance of bidder and any bid/ tender not confirming the instructions as above, is liable to be rejected.*

**ANNEXURE-A**

**Details of requirements and technical specifications of Software**

Name of the Software: **Software for AR/VR Training Lab**

<b>S.No.</b>	<b>Software Name</b>	<b>Technical Specification</b>	<b>Quantity (Licenses in Nos.)</b>
1	Adobe Creative Cloud for Teams	One year Subscription	5

Note:

(i) All Manuals which shall be required to run the Software smoothly have to be supplied along with the Software/ Software.

**(Undertaking from Bidder on their official stationery)**

**To,**

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

**Subject:** Undertaking for the participation in the tender No. NTSC/COMPTRG/AR-VR/2018/44(2) due for opening of technical bid 20.12.2019.

Dear Sir,

HAVING EXAMINED AND PERUSED THE FOLLOWING DOCUMENTS

1. Notice Inviting Tender
2. Instructions to The Bidders
3. Technical Specifications of Software (Annexure-A)
4. Annexure – C (Technical Bid)
5. Annexure – D (Commercial Bid)

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

I/We hereby distinctly and expressly declare and acknowledge and undertake that before the submission of this Bid, I/We have carefully read and followed the instructions and I/We have understood the existing system of supply at the address(es) of purchaser including the scope and nature of duties expected from the Bidder.

I/We distinctly undertake 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 undertake & declare that our unit has never made any default in supplying the Software/ equipment to Government / Semi Government/ Central or State Public sector enterprise(s) for any reasons in the last five years.

Any notice required to be served on me/us shall be sufficiently served on me/us through email or 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 this.....day of.....2019

Authorized Signatory  
Seal:

**ANNEXURE-C**

**FORMAT & REQUIREMENTS FOR SUBMITTING TECHNICAL BID**

1. **Tender Ref. No:** .....
2. **Name of Bidder:** .....
3. **Complete office address/contact numbers/Email ID/Mobile Number of Bidder:** .....
4. **Tender fee payment details** (if tender document downloaded from website)  
Details of DD/ RTGS/ NEFT by which tender fee paid.....
5. **Confirmation of acceptance of Technical Specifications for the supply of machine:**

#	Software/ Software Name	Technical Specifications	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 specificatio n of the Devices offered for the supply.
1	Adobe creative cloud	One year subscription 5 Licenses		

**6. Confirmation for supply to the address:**

#	Details	Address
		Centre-Head, NSIC-Technical Services Centre, Okhla Industrial Estate, Phase-III, New Delhi-20.
1	<b>Tentative quantity required</b>	Ref. Annexure-A
2	<b>Consent to supply: (write YES/ NO only)</b>	

7. **PAN of bidder** (self-attested copy to be enclosed) .....
8. **GSTIN registration number of bidder** (self-attested copy to be enclosed)  
.....
9. **Delivery period after receipt of supply order from purchaser:** (The purchaser is expected to complete delivery of Software by the bidder within sixty (60) calendar days from the date of issue of supply order. However, the bidder has an option to submit the



best delivery time, but in any case, the delivery should be before 90 days from the date of issue of supply order by purchaser. Delivery to be completed *in* number of days ..... (Calendar Days In figure) ..... (Calendar Days in words) for delivery from the date of issue of supply order by purchaser.

**10. Details of address with contact details from where the bidder planned to offer After Sales Services during the Warranty & after warranty Maintenance period :**

#	Address
	NSIC-Technical Services Centre, Okhla Industrial Estate, Phase-III, New Delhi-20.
Details of address of bidder for rendering 'After Sales Services'	

**11. Documents - Details to be enclosed with the Technical bid by bidder are as under:**

- a) In case the bidder is Original Equipment Manufacturer, the bidder to submit a self-declaration on their letter-head, confirming that they are regular in manufacturing & supplying the similar Software, 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 Manufacturer and shall be engaged in regular manufacturing and supply of similar Software for the last three (03) years & engaged with the present OEM for the last three years for which this tender is participating.
- c) The Original Equipment Manufacturer shall attach the self-certified copy of valid ISO Certificate for their establishment.
- d) In case the bidder is Authorized Distributor of OEM / Authorized Dealer of OEM, the bidder to attach the self-certified copy of valid ISO Certificate of their OEM.
- e) To avail benefit of Public Procurement Policy by SC/ST Micro & Small Enterprises, the requirement of documents to substantiate their claim (As per Para 5 of this tender) shall be submitted with Technical Bid.
- f) Undertaking as per annexure-B on official stationery.
- g) Duly signed all pages of "Instructions to Bidders" of the tender document as a mark of acceptance.
- h) The letters substantiating performance from at least three (03) other purchasers, to whom, the similar Software supplied by the bidder in last three (03) years, wherein, the Software shall be in operation to the satisfaction of buyer for the last three (03) years, to access performance of the Software supplied by your organization.
- i) Technical Literature of Software with particular reference to the model of Software proposed to supply against this tender along with reference of website to assess the further features.
- j) Authorization letter in favour of their representative to sign the tender on behalf of bidder.
- k) Self-certified copy of valid certificate for claiming Tender Fee exemption.
- l) Self-attested copy of valid GSTIN registration.
- m) Self-attested copy of valid PAN.
- n) In case the tender downloaded from website, then either the Demand Draft towards tender's fees or UTR number and date for the transfer of tender fees shall be enclosed with the technical bid.

- o) The Bidders shall furnish complete Technical details of Software/ equipment/ material for the Software offered to supply through the participation of this tender (use separate sheet to elaborate the details of technical specifications such as Measuring Range/Size, Least Count/Resolution, Accuracy, Materials used, Accessories, Tools, Spares, software, etc.).
- p) To submit all supporting information with respect to the technical data, drawings or booklets of product. Any product brief, test certificates available may be enclosed.

I/We as bidder agree and certify that:

- a. The Bid submitted through this tender 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 Software for two years supplied through this tender.
- c. Agree to offer services for maintenance contract for the next three (03) years for the Software supplied, after the expiry of warranty period of two years, through this tender.
- d. Agree to impart onsite training to the designated personnel of purchaser for 10 working days.
- e. No price of any Software/ Equipment/ Spares/ Accessories shall be given in Technical Bid.
- f. All above Software should be provided with safety features/ curtains/ enclosure/ stands etc. wherever applicable.
- g. The Bidder certified that all consumables, electrical and electronic parts of the product conform to national/ international standard(s).

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.....

**Annexure – “D”**

**FORMAT FOR SUBMISSION OF COMMERCIAL BID**

1. Tender Ref. No: NTSC/COMPTRG/AR-VR/2018/44(2).
2. Name of the Bidder: .....
3. The commercial offer to execute the supply as per the tender:  
Offered financials for the Supply, Installation, and Commissioning at site & Training to trainers with commitment to offer on site after sales Services in the period of Warranty and maintenance contract for the Software offered to supply, as agreed in technical bid of the tender no. NTSC/COMPTRG/AR-VR/2018/44(2)

**a. Supply of Software to NTSC-Okhla:**

S/no	Item Details (Ref. Annexure-A for Specifications)	Unit Price of Software before GST of single unit (In Rs.)	Quantity to be supplied (Licenses In No.)	Total Price of Software before GST (Multiply column no 2 and 3) (In Rs.)
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1	Adobe Creative Cloud One Year Subscription		5	

The following to be noted while submitting financial details for the supply of Software to the individual address:

- a. The competitiveness of bid shall be made on address of supply basis on the evaluation of Item wise “Unit Price of Software before GST”.
- b. The Purchaser shall compare the “Unit Price of Software before GST” of all the responsive bids to determine the lowest bid for a particular Item.
- c. The bidder shall note that they are not supposed to put any GST amount in the Commercial Bid. However, after the supplies, they have to issue the GST invoice indicating the Price of 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 Software as well as the GST as applicable at the time of delivery.
- d. The Item wise Cost quoted above should be inclusive of Basic Price, Transportation, Incidental Services (including Insurance, Loading/ Unloading, Packing & Forwarding charges etc.), Installation & Commissioning, Demonstration & Training, on-site comprehensive warranty for two years and maintenance contract for three years after comprehensive warranty period.
- e. The Purchaser reserves the right 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 the supply of Software.
- f. The bidder will not be entitled to any increase in Unit Price of the Software/ equipment before GST occurring during the period of delivery for any reason.
- g. The “Unit Price of the Software/Software before GST” should be inclusive of all costs involved for the delivery to the destination(s) including the cost of Installation & Commissioning at destination, Training to the trainer (as detailed at Para 3(c&d) of “Scope of Supplies” of this tender), Cost of services to be provided during Comprehensive Warranty of one year. (Refer Para 3(e) of “Scope of Supplies” of this tender) and cost of services to be provided in the period of maintenance contract for one year after the expiry of comprehensive warranty period of one year (Refer Para 3 (f) of the “Scope of Supplies” of this tender.)

- h. No extra payment or revision of "Price of 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/ bid.
- i. The competing bids of "Unit Price of the Software/Software before GST" shall be given due consideration as the Commercial Bid would be evaluated on the basis of Item wise lowest price.

I/We as bidder agree and certify that:

- i. The tender shall remain valid for acceptance for 90 days from the date of opening the Technical Bid of the tender.
- ii. Agree to offer services for onsite comprehensive warranty for one years on the Software/ equipment supplied through this tender.
- iii. Agree to offer services for maintenance contract for the next one years after expiry of comprehensive warranty period of 2 years for the Software supplied through this tender.
- iv. Agree to impart onsite training to the designated personnel of purchase for 10 working days
- v. Agree to three (03) sets of the Installation, Operation, Maintenance, and Training Manuals with Software.
- vi. Agree that the offer price is valid for a period of 90 days from the date of opening of technical bid of this tender.

Further confirm that we agree with the terms and conditions specified in "Instructions to Bidders" and if we succeed, 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.....