

**THE NATIONAL SMALL INDUSTRIES CORPORATION LIMITED
(A GOVT. OF INDIA ENTERPRISE)
NEW DELHI**

BID DOCUMENT

TENDER FOR AMC OF COMPUTER HARDWARE, PERIPHERAL AND NETWORKING.

TENDER No. NSIC/Tenders/IT/01/2008

Date. 15 Oct 2008

No. of Pages: 16

Price: Rs. 500/-

THE NATIONAL SMALL INDUSTRIES CORPORATION LIMITED
(A Govt. of India Enterprise)
NSIC Bhawan, Phase-III, Okhla Industrial Estate,
New Delhi -110020.

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SECTION I

**The National Small Industries Corporation Limited
(A Govt. of India Enterprise)
New Delhi**

Notice Inviting Tender

Tender No: NSIC/Tenders/IT/01/2008

On behalf of NSIC Sealed tenders are invited by the GM (I/c), TISDC, NSIC Ltd, New Delhi for AMC of Computer Hardware and Networking at Head Office, New Delhi.

Eligibility of bidder:

Reputed service provider i.e Authorised Channel Partner of HP/Wipro/HCL Indian companies to supply the services and submit the bid for the same are eligible to participate in this tender.

BID SECURITY : Rs. 10,000/- (Rupees ten thousand only) in the Form of crossed DD payable in favour of NSIC Ltd.

Intending bidders may download the copy of commercial conditions along with relevant specifications from website www.nsicindia.com. The bidder should submit the tender form along with the prescribed cost of Rs.500/- (Rupees Five hundred only - including ST and SC), in the form of a crossed Demand Draft drawn on any Nationalized Bank in favour of National Small Industries Corporation Ltd, New Delhi, apart from the BID SECURITY. Downloaded Tender, submitted without DD for cost of form will be rejected in the initial stage itself.

The payment will be accepted in the form of crossed demand draft only. No Tender document can be supplied free of cost under any circumstance.

Due date/ time of receipt of Completed Tender : 3.00 pm on 30th Oct' 2008
Opening date/ time of Technical BIDs : 3:30 pm on 30th Oct' 2008

GM (I/c),
TISDC
THE NATIONAL SMALL INDUSTRIES CORPORATION LIMITED
NSIC Bhawan, Okhla Industrial Estate,
New Delhi - 110020.

SCOPE AND DESCRIPTION OF THE WORK

INTRODUCTION:

1.1 The National Small Industries Corporation Ltd, an ISO-9001:2000 certified company intends to give comprehensive AMC of total Information Technology setup comprising of Computers, Peripherals, UPS and Networking at its Head Office located at **Phase III, Okhla Industrial Estate, New Delhi-110020.**

2. SCOPE AND DESCRIPTION OF THE WORK:

Maintenance of the Hardware for one year w.e.f. date of contract.

- 2.1 The nature of AMC being comprehensive will cover repair /replacement of defective parts including fuser gear Assembly, Brush Assembly, Picture tube, Hard Disk Crash, Printer Head and Motors, LAN card and Plastic parts etc. without any additional cost to NSIC.
- 2.2 Any complaints should be resolved within 6 hours on the receipt of complaint.
- 2.3 A standby equipment should be provided in case the problem seems to take more than 6 hours. However problem should be resolved within 48 hours failing which a penalty of 0.25% of total AMC cost will be subject to a maximum 10% will be charged which will be deducted in subsequent quarterly.
- 2.4 Installation of software, formatting of Hard disk and data transfer when necessary will be part of AMC.
- 2.5 Commissioning of the equipment and checking over all functioning of the system.
- 2.6 Preventive maintenance of the installed hardware and equipment on quarterly basis.
- 2.7 A qualified Engineer should be available at our office from 9:30 AM to 6 PM being our office timings on all working days including Saturday. Necessary sitting arrangements, intercom facility, Complaint Register etc. will be provided by NSIC.
- 2.8 The Engineer has to resolve the problems without involvement of any NSIC staff. An Employee of NSIC will be supervising the activities of the AMC personnel.
- 2.9 In case of Network, uptime should be 99% in a quarter.
- 2.10 AMC personnel will prepare list of DO's and DON'T and educate the errors to users.
- 2.11 AMC will be effective from the date of signing the offer & valid for one year only.
- 2.12 The Corporation holds the right to terminate the contract at any part of the year without giving any notice in case the services are not satisfactory.
- 2.13 AMC personnel will produce the list of all Complaints & their Statistics at the end of every month.
- 2.14 Standby arrangements of at least one LJ printer, UPS and spares are to be maintained at the premises of NSIC.

SECTION – II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION:

1. DEFINITIONS:

- (a) "The Purchaser" means NSIC, New Delhi.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" a document duly executed by bidder.
- (d) "The Contract Price" means the price payable to the service provider under the purchase order for the full and proper performance of its contractual obligations.
- (h) "NIT" abbreviates to Notice Inviting Tender.

2. ELIGIBILITY OF BIDDERS:

- 2.1 The eligible bidder should be an Indian company authorized channel partner of HP/HCL/Wipro to provide and submit the bid for the same.
- 2.2 The bidders shall be willing to undertake the Annual Maintenance Contract (AMC)
- 2.3 The Bidder should be a reputed firm, must have carried out such similar AMC on Comprehensive basis. Bidders should submit the experience certificate from the respective clients as proof of satisfactory execution, failing which bid is liable for rejection.
- 2.4 The bidder should have a minimum annual turn-over of Rs.1 crore for the past 3 years in the field of Computers and Software Maintenance (Documentary proof is to be attached) to participate in the tender.

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BID DOCUMENTS

4. BID DOCUMENTS:

4.1 The bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid Documents include:

- (a) Notice Inviting Tender & Scope and description of work
- (b) Instruction to Bidders
- (c) General Conditions of the Contract
- (d) Bid form & schedule

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing at the Purchaser's mailing address indicated below.

MR. P Dey	Ph. 011-26927502
GM (I/c)	FAX 011-26927160
TISDC	Email: pdey@nsic.co.in
NSIC LTD, NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE, NEW DELHI -110020.	

C. PREPARATION OF BIDS

6. 1 DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise the following components:

- (a) Documentary evidence established in accordance with Clause 2 of these instructions to Bidders that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) BID SECURITY furnished in accordance.
- (c) A Bid form and price schedule completed in accordance with clause 8 & 9.

7. PREPARATION OF BID:

TECHNICAL BID

7.2.1 Each tenderer shall give one offer only. Alternate offers from the same bidder are not permitted.

7.2.2 The TECHNICAL BID should in addition contain a write-up giving the tenderer's company profile highlighting the type of support that he can offer to the user-site.

7.2.3 The Bidder should have requisite skilled manpower and its service centre strategically located in Delhi such that any service call is attended to within 2 hours of intimation. The Bidder should have minimum 5 years of experience in such complete solution providing. The vendor should have adequate experience and past record of supply, installation & commissioning of computers and software. Documentary proof should be attached.

7.2.4 The details of previous experience with Government/PSU bodies, whereabouts of its service centre, skilled manpower available in the service centre shall be clearly indicated.

7.2.5 The methodology proposed to render support to the sites should be clearly indicated.

7.2.6 Response time that can be guaranteed for responding to service calls should be clearly indicated.

7.2.7 Meantime to restore (MTTR) should be committed for the one year of Annual Maintenance Contract (AMC).

7.2.8 The time-frame for complying with supplies and services is part of the contract. He should also give an undertaking along with the offer that the time-frame shall be adhered to

FINANCIAL BID

7.2.13 FINANCIAL BID: should contain complete information for costing the value of items and services offered in response to this NIT. It should contain the firm and final rates in clear and unambiguous terms. The offer should be quoted only in the Financial Bid Costing sheet as per the proforma enclosed in Section VI Part II forming part of this document. The offer in any other format will summarily be rejected.

7.2.14 In the FINANCIAL BID envelope there is no bar for the tenderer to attach additional sheets to supplement and/or elucidate the data given in the prescribed financial bid costing sheet. In the event of any mismatch between the contents of the prescribed financial bid costing sheet and the extra sheets attached by the tenderer, the contents in the prescribed financial bid costing sheet, along with their interpretations as occurring to NSIC only will be taken into consideration for tender evaluation.

8. BID FORM:

The bidder shall complete the Bid Form and the Price Schedule furnish in the Bid Documents.

9. BID PRICES:

9.1 The bidder shall give the total composite price inclusive of all levies and taxes. The basic unit prices and other component prices need to be individually indicated against the goods it proposes to supply under the contract as per price schedule given in Section V in Indian Rupees.

9.2 Prices indicated on the Price Schedule shall be entered in the following manner:

(ii) The bidder shall quote as per price schedule given in Section-V FOR ALL items given in schedule of requirement. Failure to quote any item in Schedule will be treated as disqualified and will not be considered for further evaluation.

9.3 The prices quoted by the bidder shall not be increased on higher side but the bidder subject to his voluntary consent may reduce the same. However, a quoted bid submitted with an adjustable price quotation on higher side would be treated as non-responsive and rejected.

9.4 The unit prices quoted by the bidder must be with sufficient detail to enable the purchaser to arrive final prices offered.

9.5 "Discount", if any offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply, etc. into account.

9.6 The price approved by the NSIC for services will be inclusive of all taxes.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

10.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents

- * Articles and Memorandum of Association.
- * Authorization certificate from original hardware manufacturer for the quoted hardware AMC.
- * Experience certificates.
- * Copy of income tax return filed during the last two years.

11. BID SECURITY:

11.1 Pursuant to Clause 7.1 & 7.2 the bidders shall furnish as part of his bid, a bid security for an amount of Rs.10, 000/- (Rupees Ten Thousand only)

11.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the security's forfeiture.

11.3 The bid security shall be in the form of a Account Payee Demand Draft from any Nationalised Bank payable at New Delhi in favour of the "The National Small Industries Corporation Limited ", payable at New Delhi in the form provided in the Bid Document, in favour of the purchaser, valid for a period of 240 days from the date of tender opening.

11.4 Bids with BID SECURITY in any other form (other than DD), including Corporate Guarantee will summarily be rejected.

11.5 The BID SECURITY amount of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the Purchaser, pursuant to clause 13

11.6 The successful bidder's BID SECURITY will be kept with NSIC.

11.7 The bid security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form

(b) In the case of a successful bidder, if the bidder fails

11.8 Exemption from producing BID SECURITY will not be allowed under any circumstances.

12. PERIOD OF VALIDITY OF BIDS:

12.1 Bid shall remain valid for 90 days after the date of Price bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

12.2 In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

13. FORMAT AND SIGNING OF BID:

13.1 The bidder shall prepare the bid clearly and neatly.

13.2 The Bid shall be typed or printed and shall be numbered consecutively and signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. Written power-of-attorney accompanying the bid shall indicate the letter of authorization. All pages of the original bid, except for unamended printed literature shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

13.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

13.4 The person signing the tender or other documents shall indicate his full name below his signature and must specify whether he has signed as

- Director, in the case of a company, incorporated under the Indian Companies Act and duly authorised by the Board of Directors for the purpose.
- Authorised signatory, authorised for this purpose by the competent authority.

D. SUBMISSION OF BIDS

14. SEALING AND MARKING OF BIDS:

The envelopes shall be:

(a) Addressed to Purchaser at the following address:

MR. P Dey
GM (I/c)
TISDC, NSIC LTD, NSIC BHAWAN,
OKHLA INDUSTRIAL ESTATE -III, NEW DELHI-110020.

(b) Shall bear the Project Name (COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR COMPUTERS, PERIPHERALS), the tender number No: _____ DT _____ and with words 'DO NOT OPEN BEFORE _____'.

(c) The envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.

(d) The technical bid comprising the BID Document, Compliance statement & Annexures should be kept in a sealed cover and clearly marked as "TECHNICAL BID". The financial BID comprising BID FORM and PRICE SCHEDULE should be separately kept in a sealed cover and marked as "FINANCIAL BID". Other documents like BID Security and any other documents as relevant should be kept in a separate unsealed cover. All the three covers should be kept inside a big cover, which should be properly sealed.

(e) Tenders shall either be sent by Registered Post or delivered in person. The responsibility for ensuring that tenders are delivered in time would vest with the bidder.

15. LATE BIDS:

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to Clause 16, shall be rejected and returned unopened to the bidder.

E. BID OPENING AND EVALUATION

16. OPENING OF BIDS BY PURCHASER:

16.1 The purchaser shall open the bids in the presence of bidders or his representatives who choose to attend at 1600 Hrs on the due date. The bidder's representatives, who are present; shall sign an attendance register.

16.2 A maximum of two representatives for any bidder shall be permitted to attend the bid opening.

16.3 The technical bids of those bidders, who produced the Bid security pursuant to clause 11, only will be opened and considered for evaluation. If not, the bid will be rejected summarily as non-responsive.

17 EVALUATIONS AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

17.1 The financial bids of these final eligible bidders only will be opened for further evaluation. The unopened sealed envelopes containing the financial bids of the non qualified bidders will be returned.

17.2 Purchaser shall evaluate the financial bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

17.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

17.4 The purchaser reserves the right to reject any or all bidder(s) at any stage without assigning any reason. It is not obligatory to accept the lowest bid.

17.4 The purchaser reserves the right to split the order and award the bid to one or more bidders.

17.5 The Financial evaluation of Price Bids will be carried out to arrive L1 Bidder on the basis of AMC Prices quoted.

18 AWARD OF CONTRACT:

The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically commercially, financially acceptable.

19 PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services specified in the Schedule of requirements without any change in unit price of the tendered items or other terms and conditions.

20 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

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 award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser's action.

21. ISSUE OF ADVANCE PURCHASE ORDER:

21.1 The issue of an Advance Purchase Order shall constitute the intention of Purchaser to enter into the contract with the bidder.

21.2 The bidder shall within 7 days of issue of an advance purchase order, give his acceptance along with the agreement.

22 SIGNING OF CONTRACT:

22.1 The issue of purchase Order shall constitute the award of contract on the bidder.

22.2 Submission of the Tender form in this prescribed form by a vendor shall bind him to all conditions stipulated in this forms.

23. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 23 shall constitute sufficient ground for the annulment of the award and forfeiture of the BID SECURITY in which event the Purchaser may make the award to any other bidder, at the discretion of Purchaser or call for new bids.

24. DISQUALIFICATION

Any attempt of negotiation, direct or indirect, on the part of the tenderer with the authority to whom he has submitted the tender or the authority who is competent to finally accept after he has submitted the tender or any endeavor to secure any interest for an actual or prospective tenderer or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.

26. FAILURE TO ADHERE TO CONDITIONS

In the event of any failure to comply with any of the clauses of this tender notice and /or the Agreement, the tender is liable to be cancelled and the Security Deposit is liable to be forfeited to the NSIC Ltd., New Delhi-20. In addition, such other action as deemed fit; including blacklisting the names of the tenderers, is liable to be initiated.

SECTION - III

GENERAL CONDITIONS OF CONTRACT

1 APPLICATION:

The General Conditions shall apply in contracts made by the Purchaser for the services.

2 BID SECURITIES:

2.2 The BID SECURITY shall be adjusted towards compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

2.4 The BID SECURITY does not carry any interest while in the custody of NSIC.

2.4 The BID SECURITY will be discharged by the purchaser after completion of the Supplier's performance obligations under the Contract.

2.5 The BID SECURITY will not be exempted under any circumstances.

3. SPARES:

Over a period of one year starting from the date of final acceptance, the bidders shall supply, at his own cost, all necessary spares as part of the contract.

4. PAYMENT TERMS:

11.1 Quarterly payment shall be made on satisfactory completion of each quarter. For release of payment will be made against the produced Bill or Invoice documents before paying authority.

5. SUBCONTRACTS:

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the Supplier from any liability or obligation under the Contract.

CONDITIONS:

1.1 Any fault resulting in unavailability of service shall be treated as major fault. All major faults shall be rectified within 2 hours of its reporting to the contractor.

1.2 All other faults shall be treated as minor fault. All minor faults shall be rectified within 24 hours of its reporting to the contractor.

2 FORCE MAJEURE

Neither the NSIC nor the system maintenance firm shall be liable to the other for any delay in or failure of performance of their respective obligations under the agreement caused by occurrences beyond the control of the NSIC. Or the system maintenance firm(as the case may be) including but not limited to fire (including failure or reductions), acts of God, acts of the public enemy, wars, insurrections, riots, strikes, lock-outs, sabotage, any law, status or ordinance, thereof or any other local authority, or any compliance therewith or any other causes, contingencies of circumstances similar to the above. Either party shall promptly but not later than twenty days thereafter notify the other of the commencement; and cessation of such contingency, and if such contingency continues beyond three months, both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

3. The Successful bidder shall be solely responsible for the maintenance and repair of the software/hardware systems, equipment's and parts, thereof and NSIC shall not be liable to interact with the partners/collaborators or sub-contractors of the Contractor.

4. Termination Clause: If the purchaser is not satisfied with the performance of the vendor during AMC, he should be able to terminate the AMC during its currency, after giving 3 months notice to the vendor and in such an event the vendor will hand over all the equipment in OK condition.

SECTION IV

(FORMING PART OF FINANCIAL BID)

BID FORM

Tender No.....

Date.....

To

(Name & Address of the Purchaser)

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.... the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliverin conformity with said drawings, conditions of contract and specifications for sum of (Total Bid amount in words and figures for compulsory items and AMC are optional) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

2. We undertake, if our Bid is accepted, to commence deliveries within () months and to complete delivery of all the items specified in the contract within () months calculated from the date of issue of your purchase order.

3. If our Bid is accepted, we will obtain the guarantees of a Nationalized for a sum not exceeding --- ---% of the contract sum for the due performance of the Contract.

4. We agree to abide by this Bid for a period of 210 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisday of2008

Name and Signature in the capacity of

Duly authorised to sign the bid for and on behalf of.....

Witness.....

Address.....

Signature

SECTION V

(FORMING PART OF FINANCIAL BID)
PRICE SCHEDULE

PRICE SCHEDULE: ALL COMPULSORY ITEMS

Amt in Rs.

Sr. No.	Name of the Item	Qty	Unit AMC Charges (in Rs)	Tax if any	Total amount
1	Desktops P4 P2 & P3	85 33			
2	Laptops	10			
3	Win-2003 Server with Web Server (I.I.S.) (Intranet & Internet)	01			
4	Data Base Server (MS- SQL Server 2005)	01			
5	Antivirus support to the users License are provided by NSIC	90 Users			
6	DeskJet Printers	35			
7	LaserJet Printers HP Samsung	22 04			
8	DMP	16			
9	Scanner (HP)	02			
10	Multi Function Printer	24			
11	UPS 0.5KVA	66			
12	UPS online1.5/5KVA	08			
13	24 port Switch	5			
14	12 port switch	1			
15	LAN port	60			
16	24 port synoptic Hub	2			

TOTAL AMOUNT IN Rs
(In words) Rupees