

**No. 10(48)/2009-NICSI**

**NATIONAL INFORMATICS CENTRE SERVICES INC.  
(NICSI)**

(A Government of India Enterprise under NIC)  
Ministry of Communications & Information Technology  
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**TENDER NO. NICSI/Bar Code Reader/2009/44**

**TENDER DOCUMENT FOR EMPANELMENT OF VENDORS  
FOR SUPPLY & MAINTENANCE OF BAR CODE READER**

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**National Informatics Centre Services Inc.**  
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**TENDER DOCUMENT FOR EMPANELMENT OF VENDORS**  
**FOR SUPPLY & MAINTENANCE OF BAR CODE READER**

**1. OBJECTIVE / SCOPE**

Ministry of Health & Family Welfare (MOHFW), Government of India, has computerized its CGHS dispensaries to facilitate faster delivery of health services to Government Servants and other identified beneficiaries.

The CGHS beneficiaries have been issued Plastic cards with barcodes which are coded to store the beneficiary information. The Bar Card readers will be used by Doctors, Pharmacist and at Registration Counter to save the time in entering the user data and will also reduce the human error while entering the data.

CGHS is also planning to introduce bar codes on the medicines distributed through its dispensaries.

Online Bids, valid for a period of 120 days from the date of opening, are invited from eligible bidders for empanelment of vendors for Bar Code Reader as per Annexure-I for supply at NICSI specified locations/user sites and providing comprehensive maintenance of the equipment during the free warranty period of five years from the date of inspection at identified delivery sites as per list given at Annexure – A

NICSI would like to have a penal of One bidder to cater it users & own requirement. The empanelment will be for an initial period of two (2) years which can be extended for another six (6) months with mutual consent. The empanelled vendors will supply the Bar Code Reader at the rates finalized through this tender during the period of empanelment/extended empanelment except for revision in rates as per provisions of clause 5.13.1 of the tender.

Earnest Money Deposit amounting to Rs. 2,00,000 (Rupees Two Lakh) is to be submitted through demand draft.

**2. Availability of Tender**

On-line bidding through NICSI E-Procurement System.

The tender document is available at NICSI e-procurement site <http://eproc-nicsi.nic.in>

Prospective bidders desirous of participating in this tender may view and download the tender document free of cost from above mentioned website. However, bidders need to submit the tender fee of **Rs.500/- (Rupees Five Hundred only)** through demand draft / pay order from a schedule commercial bank drawn in favour of '**National Informatics Centre Services Incorporation, New Delhi**' along with the bid.

### 3. Important Dates:

Date of publication	<b>22.12.2009</b> at NICSI e-procurement site <a href="http://eproc-nicsi.nic.in">http://eproc-nicsi.nic.in</a>
Start of Sale of Tender Document:	<b>22.12.2009</b>
Seek clarification start date	<b>23.12.2009</b>
Seek Clarification end date	<b>29.12.2009</b>
Pre-bid Meeting:	<b>07.01.2010</b> at 11:30 Hrs at National Informatics Centre Services Inc., Hall No. 2 & 3, 6 <sup>th</sup> Floor, 15 NBCC Tower, 15 Bhikaji Cama Place, New Delhi
Bid submission start date	<b>14.01.2010 at 11.30AM onwards</b>
Bid submission end date:	<b>22.01.2010 upto 11:00 Hrs</b>
Opening of Tender Bids ( Eligibility & Technical):	<b>22.01.2010 at 11:30 Hrs</b>

### 4. ELIGIBILITY CRITERIA

- 4.1 The Bidder should be OEM or Authorized distributor and have supplied the Bar Code readers to work in similar kind of environment.
- 4.2 If the products quoted for **Annexure- I** are of a foreign manufacturer, then the vendor should be an authorized distributor of the foreign supplier for quoting their products in India and OEM should authorize vendor to quote their product in the present tender of NICSI. In that case vendor should attach a letter of authorization from the original manufacturer for quoting on their behalf in the present NICSI tender as shown in **Annexure :C “Manufacturer’s Authorization Format.”**
- 4.3 A letter from OEM/Principal Manufacturer also needs to be furnished along with the Tender document ensuring the availability of service support for at least 5 years from the date of delivery of systems. OEM’s should be accessible to NIC/NICSI on 24X7 basis directly or through the vendor through mail/phone/VC for any support related issues.
- 4.4 Bidder should be an ISO 9000:2001 certified Company. The bidder should enclose a copy of quality certificate from a recognized institution for their manufacturing / assembly / system integration facilities anywhere located in INDIA or abroad. This certification should be from any globally recognized institution.
- 4.5 Bidder’s turnover from selling and installing the Reader should be more than Rs. Ten Lakhs in each of the past Two years viz. 2007-08 and 2008-09.
- 4.6 The bidder must have countrywide support in form of direct service centers or franchisees in at least 10 (Ten) Service Centers across India covering all four regions (North, South, East and West). The bidders must provide the details as specified in **Annexure: A** for their infrastructure with reference to locations, technical manpower and availability of spares. Bidders should also indicate their business model for warranty support for all the equipment. For the aforementioned, NICSI reserves the right to disqualify a vendor based on their past maintenance performance as experienced by NICSI, during the last five consecutive years. NICSI reserves the right to verify the coverage of tech-support base as indicated by vendor. In case of false or un-true claims found for any vendor, such vendor could be accordingly disqualified from further evaluation & processing of their bids for this tender. The registration

number of the firm along with the CST/VAT No. allotted by the sales tax department, as well as PAN number of the firm allotted by the income tax department should be submitted, failing which bidder's bid would become invalid & same shall be rejected.

4.7 Bidder shall enclose attested copies for substantiation of the following:

- i) VAT / Sales Tax number
- ii) Service Tax number
- iii) Submission of IT returns for latest year
- iv) Registration number of the company
- v) Copy of AOA/Partnership deed

4.8 A self certificate that the bidder hasn't been black listed by any institution of the Central/State government in the past three years may be submitted.

4.9 The bidders shall submit the technical literature for each quoted product.

**The Bidders are requested to furnish documents to establish their eligibility for each of the above clauses. Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, should be highlighted. If tender were not accompanied by all the above documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above document will not be entertained. However NICSI reserves the right to seek fresh set of documents or seek clarifications on the already / submitted documents. All documents should be submitted electronically in PDF format. However, Financial Bid should be submitted in XLS format.**

Upon verification, evaluation / assessment, if in case any information furnished by the Bidder is found to be false / incorrect, their bid shall be summarily rejected and no correspondence on the same shall be entertained.

THE BID SUBMITTED BY ANY BIDDER NOT FULFILLING THE ELIGIBILITY CONDITIONS / CRITERIA STIPULTED ABOVE, WILL NOT BE CONSIDERED

## **5. TERMS & CONDITIONS**

### **5.1 Pre-Bid Meeting**

NICSI shall hold a pre bid meeting with the prospective bidders at 11:30 AM on 07.01.2010 in the NICSI conference hall. Queries received, from the bidders, two days prior to the pre bid meeting shall be addressed. The queries can be sent to NICSI through email at tender-nicsi@nic.in or faxed on 26105212.

### **5.2 Bid Submission**

5.2.1 Online bids (complete in all respect) must be uploaded on http://eproc-nicsi.nic.in latest by **11:00 hours on 22.01.2010**.

5.2.2 The Online bids should be submitted as under:

EN-I Bank Draft(s) towards EMD and TENDER FEE in one cover sealed and superscripted "EMD and Tender Fee - NICSI tender for supply & maintenance of Bar Code Reader due on **22.01.2010** at 11:00 Hrs." A letter specifying the draft details should be submitted physically. However the scanned copy of Bank drafts must be uploaded (PDF format) electronically on <http://eproc-nicsi.nic.in>.

EN-2

A. The PDF file, containing the following information, should be titled as

**“Eligibility Criteria - NICSI tender for supply & maintenance of Bar Code Reader”**

- a. Bidder’s profile as per Annexure-A.
- b. Compliance sheet as per Annexure-B and the supporting documents.
- c. All the documents asked for eligibility criteria.

B. The PDF file, containing the following information, should be titled as

**“Technical Bid - NICS I tender for supply & maintenance of Bar Code Reader”**

- a. Equipments being quoted at Annexure I.
- b. Technical literature about the equipment offered and comparative studies available should be enclosed.

**This PDF file not containing the above documents or containing the financial bid in explicit/implicit form will lead to rejection of the bid.**

EN-3 The XLS file titled as ‘FIN\_A\_O’ for **“Financial Bid- NICS I tender for supply & maintenance of Bar Code Reader”** and should contain the Financial Bid as per **Annexure-K**.

- 5.2.3 **Earnest Money Deposit (EMD)** of Rs. 2,00,000 (Rupees Two Lakh only) has to be submitted. The EMD is to be submitted through Demand Draft / Pay Order of any Scheduled Commercial Bank drawn in favour of National Informatics Centre Services Inc., New Delhi physically **before 11:00 Hrs on 22.01.2010. Otherwise bids will be rejected. However the scanned copy of Bank drafts must be uploaded (PDF format) electronically on <http://eproc-nicsi.nic.in>**. No Bank Guarantee towards EMD will be acceptable. EMD of unsuccessful bidders will be returned, without any interest, on tender finalization. EMD of successful bidders will be returned after they sign letter of empanelment with NICS I and submit a bank guarantee of **Rs. 2,00,000 (Two lakh only)** for the period of empanelment/extended empanelment. The BG will be released after the empanelment or execution of all pending orders whichever is later.
- 5.2.4 All the bids documents should be digitally signed by the authorized signatory.
- 5.2.5 All pages of the bid being submitted must be sequentially numbered by the bidder.
- 5.2.6 NICS I will not be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the online bids.
- 5.2.7 The bids submitted by telex/ telegram/ fax/ E-mail / manually etc. shall not be considered. No correspondence will be entertained on this matter.
- 5.2.8 The rates are to be quoted in strict compliance to the financial bid otherwise the bid is liable to be rejected.**
- 5.2.9 Percentage (%) of taxes etc. if any to be claimed shall be indicated in the Price bid, otherwise it will be presumed that rates are inclusive of all taxes and no plea would be accepted in this regard after opening of the tenders
- 5.2.10 The basic prices in Indian rupees should be quoted separately for each set of items given in **Annexure-K Financial Bid Performa** inclusive of all accessories like Power Cables (as per Indian environment), Driver Software, related accessories, Documentations of sub assemblies of quoted item and Operating Manuals of the system, Packing, Forwarding, Freight, Insurance, Installation charges at sites and Warranty etc. Certificates for Exemption of Octroi charges / entry tax shall be

furnished by NICS users. **It shall be the sole responsibility of the vendor to collect these Forms/Documents from the NICS users. In the absence of exemption certificates from NICS users towards octroi / entry tax, the bidder will be re-imbursed actual charges paid by them.**

- 5.2.11 The selected bidders shall be empanelled with NICS for a period of 24 months, which can be extended for a further period of 6 months through mutual consent. Rates quoted shall be valid for the period of empanelment and the extended period, unless revised as per the provisions of clause 5.13.1.
- 5.2.12 The rates are to be quoted by the bidders in Indian Currency and payment shall be made to successful bidders in Indian currency only.
- 5.2.13 The price shall be for delivery at desired destination in India including pre-inspection and maintenance at delivery location.
- 5.2.14 The **warranty period of Five years** shall be taken into account for **Bar Code Reader**, from the date of post delivery inspection & acceptance by **NICS/NIC or 63 months whichever is later** from the date of delivery.
- 5.2.15 The bidder should certify support for the supplied item, in case NICS/NIC or its users decide to go in for in-house maintenance or through a third party after warranty support, the vendor shall supply the spare parts to NICS users/NICS or a party designated by NICS to give the complete support of minimum two years after warranty period of supplied product.
- 5.2.16 Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
- 5.2.17 Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipments with the Technical Bid. Deviations from technical specifications should be furnished as per **Annexure-J**. Deviation on lower side of specifications will not be considered. **No deviations in terms & conditions** of the tender document will be accepted in any case.

### **5.3 Bid Opening:**

Online bids (complete in all respect) received along with Demand Draft of tender fee & EMD (Physically) will be opened at **11:30 hours on 22.01.2010** in presence of bidders representative if available. Bid received without tender fee & EMD will be rejected straight way.

### **5.4 EVALUATION OF BIDS**

#### **5.4.1 Technical Evaluation**

- 5.4.1.1 A duly constituted Technical Evaluation Committee (TEC) will first select Bidders on the basis of eligibility criteria of this tender. The Bids conforming to the eligibility criterion will be considered for further evaluation.
- 5.4.1.2 A duly constituted Technical Evaluation Committee (TEC) will shortlist Technical Bids on the basis of technical parameters and features offered. The short listed Bidders will be asked for a technical presentation/discussion on the products offered in the bid. Further, Technical Evaluation Committee (TEC) may ask the vendor to bring any selected products, as per specifications set out in the Annexure I for technical performance evaluation at NICS or any other location decided by TEC in specified time limit. In case, vendor fails to bring their quoted products within the stipulated time or demo fails for whatever reasons, their bid will not be considered for further evaluation.

- 5.4.1.3 The names of technically short listed vendors will be announced to only those vendors who's bids will qualify for opening the Financial/Commercial Bids.
- 5.4.1.4 Compliance statement to the technical specifications in the form of '**Complied**' or '**Not Complied**' should be enclosed in the technical bid. The compliance statement should contain the signature of the authorized person and the seal of the company. Any deviation should be mentioned / explained clearly in a separate sheet by the bidder.
- 5.4.1.5 For Detailed Technical Presentations/Discussions & evaluation, bidders have to ensure availability of appropriate specialist, along with required documentation for interacting with Technical Evaluation Committee. If the required specialist along with proper documentation is not made available by bidders, then such defaulting bidders shall be debarred from the tender evaluation process.
- 5.4.1.6 No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of NICS I can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation. The bidders can also be asked to arrange demo of the offered systems, in a short period notice, as such the bidders have to be ready for the same.
- 5.4.1.7 If during the technical evaluation, any of the equipments fails then no subsequent chance will be given to the Bidder. However, alternate item (1) of already quoted make and model or (2) improved latest model of same make on account of technological trends which meets all the tendered technical specifications and superior in specifications then the quoted model, if available instantly on the spot could be considered by TEC for evaluation only once. Based on the demonstration/evaluation test results, Bidders will be short listed further and the names of short listed Bidders will be informed to only those Bidders who's Technical Bids qualify for opening the Financial Bids.

**In their own interest the bidders are advised to ensure that the equipments quoted by them should conform to all tendered technical parameters/specifications and are functional. Equipments quoted brought for evaluation not meeting complete tender specifications or lower in specification will not be considered for evaluation.**

#### **5.4.2 Financial Evaluation**

- 5.4.2.1 The Financial Bids of only those Bidders short listed from the Technical Bids by TEC will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders by Tender Process Section of NICS I, and the same will be evaluated by a duly constituted Finance Evaluation Committee (FEC).
- 5.4.2.2 If NICS I considers necessary, **Revised Financial Bids** could be called for from the **Technically short-listed Bidders**, before opening the original financial bids for recommending the final empanelment.
- 5.4.2.3 In the event of revised financial bids being called the revised bids should ***NOT*** be higher than the original bids, otherwise the bid shall be rejected and EMD forfeited.
- 5.4.2.4 There will be **NO NEGOTIATION** regarding the financial bid.
- 5.4.2.5 Lowest Quoting Bidder will be selected as per the **Annexure: E "Panel Formation"**. **The lowest bidder (L1) shall match the lowest price of qualified TEC bidder for items at IT.1 and IT.2 as the case may be.**
- 5.4.2.6 The maximum period of matching rates will not be more than 7 days from the date of issuance of offer letter from NICS I to the concerned vendors.

5.4.2.7 No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of NICSI can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

## 5.5 EMPANELMENT OF BIDDERS

5.5.1 The empanelment under this tender, with all its terms and conditions, can be used by NIC also.

5.5.2 The panel will be valid for a period of Twenty-Four (24) Months in the first instance from the date of empanelment. It may be extended for a further period of Six (6) Months (at NICSI's Option and mutual agreement with vendor and depending upon the need for continuity of the hardware technology/architecture).

5.5.3 All empanelled Bidders shall have to enter into a written agreement with NICSI for honoring all tender conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by NIC/NICSI on behalf of its clients.

5.5.4 In the event of an empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.

5.5.5 If the name of the product is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to NICSI and the obligations with NICSI taken by the Vendor with respect to the product with the old name shall be passed on along with the product so renamed.

5.5.6 In case any selected L1 bidder refuses to sign empanelment within seven days of communication from NICSI, the offer would be treated as withdrawn and the bidder's EMD will be forfeited and tender will be scraped. If other bidders refuses to sign the empanelment after matching L1 rates, their EMD will be forfeited and offer will be extended to other qualified bidders to make a penal. The defaulting bidder may also be debarred from participating in NICSI tenders for a period of three years.

5.5.7 In case of empanelled bidder is found in breach of any condition(s) of tender or supply order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the bidder and EMD/Security Deposits shall be forfeited, besides debarring and blacklisting the bidder concerned for at least three years, for further dealings with NICSI.

5.5.8 The vendor should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such eventuality shall result in termination of empanelment and forfeiture of Security Deposit/EMD concerning such vendors / parties.

5.5.9 NICSI may, at any time, terminate the empanelment by giving written notice to the empanelled vendor without any compensation, if the empanelled vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.

5.5.10 During the validity of the panel including the extended period, if any, if the Vendor quotes, sells or exhibits written intention to sell any System or sub-system of the same or equivalent configuration to any other Department/ Organization at a price lower than the price fixed for NICSI under similar terms and conditions, the vendor shall voluntarily pass on the price difference to NICSI. The effective date will be the date of

quoting lower rates by the bidder in the bid/quote. In the event of lowering of government levies subsequent to the finalization of the panel, the vendor shall automatically pass on the benefits to the NICS I, and in the event of increasing of government levies subsequent to the finalization of the panel; NICS I shall automatically pass on the pro-rata benefits to the Vendor, if the same have been explicitly given in the financial annexure.

- 5.5.11 **During the validity of the panel**, in case NICS I notices that the market rates have come down from the time the rates were finalized or selection of new system configuration based on market trends or for the reasons of technological changes, NICS I could opt for asking the technically qualified vendors to re-quote the prices and the vendor(s) will be selected on the basis of procedure followed earlier. All those vendors, who were declared Technically Qualified and NOT empanelled, will submit the revised quote with the EMD, if they have withdrawn the EMD from NICS I. The time difference between such re-quotes will be minimum 3 months except in case of the Union Budget. For any bulk requirements, NICS I reserves the right to call for the revised bids from the empanelled vendors any time during the empanelment.
- 5.5.12 The Vendor should have a back-to-back support agreement with OEM for support of offered product. A Letter from OEM/Principle Manufacturer needs to be furnished along with the Tender document ensuring the support for 5 years from date of supply of ordered systems to NICS I. OEM should be accessible through mail/phone/VC, for support directly or through the vendor for any support related issues.
- 5.5.13 No deviations from these terms and conditions will be accepted; violation thereof will lead to rejection of the bid and forfeiture of EMD.

## **5.6 PLACING OF PURCHASE ORDERS**

- 5.6.1 NICS I has the right to choose any of the tendered items for phasing of placement of purchase orders.
- 5.6.2 For procurement of goods, Purchase order will be placed on the empanelled vendor in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Purchase Order or an alert through e-mail for downloading the Purchase Order from NICS I Purchase Section Web Site.
- 5.6.3 Objection, if any, to the Purchase Order must be reported to Purchase Section by the vendor within three (3) working days counted from the Date of Purchase Order for modifications, otherwise it is assumed that the vendor has accepted the Purchase Order *in toto*. This is applicable in case of electronic publishing/delivery of Purchase Order also.
- 5.6.4 On the receipt of the Purchase Orders, the Vendor(s) shall obtain from the user all the necessary documents for the State Entry Permit in respective States wherever required by them, for complete, safe and timely delivery of the ordered products.
- 5.6.5 If the vendor is not able to supply the ordered items completely within the specified period, the EMD/Security Deposit will be forfeited in full. Besides legal action shall be taken separately.

## **5.7 POST DELIVERY INSPECTION AND ACCEPTANCE OF ITEMS**

- 5.7.1 The Items must be offered in full as per ordered configuration for testing and acceptance.
- 5.7.2 No item with short supply or with different technical specifications shall be accepted for conduct of acceptance testing under any circumstances.
- 5.7.3 The acceptance tests will include the verification of specifications of ordered item, functional testing and reliability test. The items must give same performance results as shown during initial demonstration/evaluation tests.

- 5.7.4 The delivered items, in addition to meeting the performance results as per evaluation tests, should also contain the same subsystem (Brand/Manufacturer) as were given at the time of initial evaluation tests.
- 5.7.5 Failure to fulfill any of the above-mentioned conditions will entail cancellation of the Purchase Order along with forfeiture of the EMD/Security Deposit. **The bidders must ensure before acceptance of purchase order that enough number of ordered items are available in stock to supply. In no circumstances different make & model other than ordered in purchase order/amendment order will be accepted.**
- 5.7.6 In case any of the empanelled items becomes obsolete and if the empanelled bidder(s) want to offer a new item/model of same make and same or higher specifications, which was not offered for evaluation, the same should be offered to NICS I for evaluation with full configuration at least one month prior to the acceptance testing date. The vendor should provide detailed technical documents and technical man power support so as to enable NICS I to carry out the evaluation process again on the new item. The decision arrived at by NICS I will be final and binding on the vendor.
- 5.7.7 The schedule for conduct of acceptance testing dates shall be provided to NICS I along with comprehensive material details by vendors within **7** working days from the date of delivery so that all the related documentation work by NICS I could be completed.
- 5.7.8 The testing of items must be generally completed as specified in the purchase order on or before the delivery date as per purchase order.
- 5.7.9 Normally, testing and acceptance of the systems will be done at the premises of the user, where it will be tested as per ordered specifications.
- 5.7.10 NICS I/NIC reserves the right to reject any item, if found unsuitable and / or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the vendor. No payment will be made for rejected items.
- 5.7.11 The items which are accepted after testing, should be sealed inside carton under the joint signatures of the representative(s) of NICS I and vendor's representative.
- 5.7.12 It shall be the exclusive responsibility of the Vendors supplying the Systems to provide appropriate device drivers and solutions for these systems for various software platforms etc.

## **5.8 DELIVERY & PENALTY**

- 5.8.1 The delivery shall be made within 8( Eight) weeks of placing the Purchase order to the L1 bidder. All aspects of safe delivery shall be the exclusive responsibility of the Vendor. At the destination Site, the cartons will be opened only in the presence of NICS I/User representative and Vendor's representative and the intact position of the Seal for not being tampered with, shall form the basis for certifying the receipt in good condition.
- 5.8.2 The schedule to be given for delivery at site is to be strictly adhered to in view of the strict time schedule for implementation of various Projects. Any unjustified and unacceptable delay in delivery beyond the delivery schedule as per Purchase Order **will** render the vendor liable for liquidated damage at the rate of 0.2% (point two percent) of the purchase order value per day subject to a **maximum of 30 days**. Proof of Delivery (**Delivery Challan as per annexure-F**) duly signed by the user/NIC/NICS I Project Coordinator, with his name, date of delivery, designation and office seal, legibly recorded, should reach NICS I Head Quarters, New Delhi within four (4) weeks of the delivery except for delivery in North-eastern States including Sikkim, J&K, Lahual-Spiti & Kinnaur in HP, Andaman Nicobar and Lakshwadeep Islands locations. Delivery note of these locations should reach within six (6) weeks of delivery date. Any

delay in delivery of equipments which may be attributable to non receipt of State Entry Permit/Octroi/Way-bill, shall qualify for extension of delivery period on pro-rata basis provided vendor submits documentary proof for doing so.

- 5.8.3 If the delivery, of whole or in part, is delayed beyond 30 days from last date of delivery as given in the purchase order, NICS I will have option to cancel the purchase order to the extent of unfulfilled part of the purchase order. NICS I will be free to procure the remaining items from alternate sources at the cost and risk of the defaulting vendor, by forfeiting the EMD/Security Deposit of the Vendor. In addition, NICS I will impose a cancellation charge of 8.5% of the value of unsupplied items, which will be recovered from the pending bills or EMD/Security Deposit or by raising claims.
- 5.8.4 NICS I will impose penalty on total value of purchase order (as per clause no 5.8.2 of this tender) if the delivery of more than 20% of the total order value is delayed beyond the last date of delivery. If the delivery is delayed for the item(s) whose value is equal or less than 20% of the total order value, the penalty shall be applicable on the delayed equipment only.
- 5.8.5 On the receipt of the purchase orders it will be the sole responsibility of the vendor to immediately initiate the process of obtaining all the necessary documents directly from the NICS I client for the Waybill/ Road/ State Entry Permit in respective States wherever required for complete and safe delivery of the ordered products. However for cases where copy of invoice and GR (Goods Receipt) from the transporter is required for applying for road permit, the process should be so initiated by the vendor that the delivery schedule is met. Proof for the communication sent and duly receipted by the user and/or NICS I/NIC project coordinator with signature, name, designation, telephone number and preferably with office seal should be submitted to NICS I. If after such proper communication, there is any delay in the issuance of road permit from the user, the vendor will be entitled to get extension for delivery period of two weeks from the date of receipt of the road permit.
- 5.8.6 The vendor shall provide User manual along with each item, irrespective of the fact that more then one item may be meant for any location.

## **5.9 POST DELIVERY INSPECTION SCHEDULE & PENALTY**

- 5.9.1 The Bidder should inspect all the systems at specified site without any additional charge. Post **Inspection should be completed within 7 working days from the date of delivery**. The Cartons will be opened only in the presence of user Official and Bidder's representative and the intact position of the Seal for not being tampered with shall form the basis for certifying the receipt in good condition.
- 5.9.2 During inspection at site if any item is found to be defective or broken, it will be replaced with new one by the Bidders at their own cost and risk within 15 days from the date of inspection.
- 5.9.3 If the items are not inspected at site within the stipulated time after delivery due to the 'non-responsiveness' of the vendor, **a penalty at the rate of 0.2% (zero point two percent)** of purchase order value per day subject to a maximum of **30 days** will be imposed on delayed inspection. Thereafter, NICS I holds the option to complete the inspection work through alternate sources at the risk and cost of the defaulting vendor.
- 5.9.4 A sticker mentioning the service support call centre number of the vendor should be pasted on each supplied item. An inspection and acceptance certificate as per format given in **Annexure-G** must be obtained from user or NIC/NICS I project coordinator as the case may be.
- 5.9.5 For Site Not Ready (SNR) cases, vendor requires to submit SNR certificate as per **Annexure-H** signed by NIC/NICS I Coordinator of the project/ User Department. However, regarding readiness of site, the decision of the User Department/NIC/NICS I Project Coordinator will be final. No penalty will be imposed for SNR cases, however,

vendor has to deliver , inspect and take acceptance of the items within 15 days as per clause 5.9.1 on receipt of Site Ready notice from User/NICSI/NIC else it will attract penalty as per above clause- 5.9.3 recoverable from Bill.

## 5.10 PAYMENT

- 5.10.1 A pre-receipted bill, along with original excise duty gate pass (if applicable) and acceptance certificate, shall be submitted (Three copies) in the name of user, A/c-NICSI, New Delhi-110066 soon after the delivery of the items (**not beyond two month of delivery date in any case**) along with a copy of the duly receipt delivery challan. If bills are not submitted within in three months of last delivery date, it will be presumed that bidder does not have any claim for payment. The Bills/Invoice should be in the format and as per guidelines / instructions given in Rule 52-A, 57GG etc., of the Central Excise Rules, 1944 as amended from time to time for these items for which payment of Excise duty is applicable.
- 5.10.2 **85% (Eighty Five percent)** payment will be made on complete delivery of ordered items at the designated sites and on the submission of proof of delivery and **Performance Bank Guarantee (PBG) equal to 8.5% of total order value valid for 63 months**. Payment will be made after deducting penalty, amount, if applicable. PBG will have to be renewed for such further periods till satisfactory free warranty support has been provided by the vendor for all the items supplied and installed, and there after the PBG will be returned to the vendor. If bills, complete in all aspect are submitted with all relevant documents as defined above, NICSI will ensure that the payment are made to bidder within twenty one days from the date of bill submission.
- 5.10.3 The balance 15% (Fifteen percent) payment would be made after submission of inspection and acceptance note / certificate duly signed by user/NIC/NICSI Project Coordinator.
- 5.10.4 If inspection and acceptance is completed within the stipulated period i.e. **7 working days from the date of delivery**, the vendor must submit one bill for 100% payment rather than submitting two bills (one bill for delivery and one for inspection and acceptance).
- 5.10.5 In case where site for installation is not ready, NICSI/User will intimate to vendor through a communication for site readiness & the delivery and inspection should be completed **within 15 days**. In case NICSI receives a complaint from the user that the item was not delivered and inspected within 15 days of site readiness report sent to the vendor, penalty for installation will be applicable on the vendor as per clause 5.9.3 for delayed period.
- 5.10.6 In case there is delay **i.e. more than Eight (8) weeks**, in site readiness, vendor may claim balance 15% payment on submission of BG equal to 15% of purchase order value valid for period of One Year. However if NICSI receive any complaint from user that items are not delivered and inspected within 15 days of site readiness notice, the bidder will be penalized for late installation as per clause 5.9.3.
- 5.10.7 Payments shall be subject to deductions of any amount for which the empanelled vendor is liable under the empanelment. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act, 1961 and any other taxes.
- 5.10.8 All payments will be made through RTGS only.

## **5.11 WARRANTY MAINTENANCE**

5.11.1 The system should be under 5 (Five) years free on-site comprehensive warranty support service from the date of inspection and acceptance.

5.11.2 During warranty period besides service/maintenance of Hardware, System Software and its Peripherals, all software upgradation, bugs/ patches and services shall be provided free of cost by the vendor.

5.11.3 All empanelled vendors shall have to enter into a written agreement with NICS I for honoring all tender conditions and warranty maintenance support, through a Web-based monitoring system, in executing the purchase orders placed by NICS I/NIC.

5.11.4 The vendor should fulfill the following conditions during warranty period:-

- a. Supplier will maintain enough spares in India (not less than 10%) so as to provide satisfactory on-site (delivery site) comprehensive maintenance services during the warranty period. Supplier will indicate the level of spares, which will be stored by them in India for providing comprehensive on-site warranty services to NICS I sites. Vendor will also provide a status report every six months through e-mail to NICS I/user about the support related complaints lodged by different users and availability of spares at the vendor warehouse.
- b. Any failure in the equipments should be rectified within maximum period of 48 hours of lodging complaint at State Capitals and Sites with-public air-transport facilities. Normal transit time not exceeding 24 hours additionally will be allowed if the Site happens to be other than State Capital and Sites without public air-transport facilities.
- c. If any of the system is down beyond 48 hours (at State Capitals & Sites with public air-transport facilities) or 72 hours (at other Sites) as the case may be, penalty at the rate Rs.250/- (Two hundred and fifty rupees) per day per system for items mentioned in Annexure I will be charged or recovered from vendor out of withheld amount towards warranty subjected to maximum of 7.5% (Seven and half percent) of the Order value per year will be recovered either from BG or from any other pending payments.
- d. Any item failing at sub-component level more than three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem will be replaced by the Vendor at his cost and risk within 30 days, from the date of last failure.

**5.11.5** On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of one/three year for all the items. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of their due payments or from their Security Deposit or by raising claims, while releasing the Security Deposit.

## **5.12 SERVICES TO BE PROVIDED**

### **5.12.1 Training:-**

5.12.1.1 In case required NIC/NICS I will inform the vendor to provide training on installation, operation and maintenance in one batch to officials nominated by NICS I at Delhi or at any other user premises, which is mutually agreed upon. The total number of officers to be trained shall not exceed 30. The duration of the training shall be 1 day where hands-on training sessions should also be given.

## 5.13 PRICE VARIATION CLAUSE

- 5.13.1 During the validity of the empanelment including the extended period, if any, **if the Bidder sells any empanelled item** to any other Department/Organization at a price lower than the price fixed for NICSI, the Bidder must voluntarily pass on the price difference to NICSI with immediate effect. Similarly, in the event of lowering of Government levies subsequent to the finalization of the panel, the Bidder shall automatically pass on the benefits to NICSI, and in the event of increasing of Government taxes/ levies subsequent to the finalization of the panel, NICSI shall consider the case on merit and the pro-rata benefits to the vendor may be considered if full reference with documentary evidence is submitted.

## 5.14 REFUND OF EMD & SECURITY DEPOSIT

- 5.14.1 The Earnest Money Deposit (EMD) will be refunded as follows:-
- 5.14.1.1 In the case of those bidders who fail to qualify the eligibility criteria, the Earnest Money Deposit (EMD) will be refunded without any interest accrued immediately thereafter.
- 5.14.1.2 In the case of those bidders whose technical bids do not qualify, the EMD will be refunded without any interest accrued within one month of the acceptance of TEC's recommendations.
- 5.14.1.3 In the case of those bidders who are not empanelled, the EMD will be refunded without any interest accrued within one month of the acceptance of FEC's recommendations.
- 5.14.1.4 In case of those bidders whose tender bids are accepted for the empanelment, **EMD will be refunded on receipt of Security Deposit as mentioned in the Annexure: D "Security Deposit"**. Security Deposit shall be in the form of Bank Guarantee (BG) drawn in the name of National Informatics Centre Services Inc Hall No. 2&3, 6<sup>th</sup> Floor, NBCC Tower, 15 Bhikaji Cama Place, New Delhi – 110 066, valid for a period of 63 (Sixty Three) months and shall be renewed by the bidder till Empanelment lasts or the orders placed are executed, whichever is later. No interest will be payable for the Security Deposit.
- 5.14.2 On completion of the warranty period of ordered items, the Security Deposit without any interest accrued shall be released after ascertaining that satisfactory support has been provided during the warranty period. In case, it is found that appropriate satisfactory support has not been provided by the Bidder, NICSI/NIC will ensure that the prescribed penalty for the default in service has been realized or shall be recovered from the Bidder out of already due payments.

## 5.15 INDEMNITY

The selected vendor shall indemnify the NIC/NICSI/User departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. NIC/NICSI/User department stand indemnified from any claims that the vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders. NIC/NICSI/User department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the vendor's manpower while discharging their duty towards fulfillment of the purchase orders.

## **5.16 FORCE MAJEURE**

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

## **5.17 TERMINATION FOR DEFAULT**

### **5.17.1 Default is said to have occurred**

- I. If the vendor fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by NICSI.
- II. If the vendor fails to perform any other obligation(s) under the empanelment

5.17.2 If the vendor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from NICSI (or takes longer period in spite of what NICSI may authorize in writing), NICSI may terminate the empanelment / purchase order in whole or in part. In addition to above, NICSI may at its discretion also take the following actions:

NICSI may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting vendor shall be liable to compensate NICSI for any extra expenditure involved towards goods and services to complete the scope of work in totality or 8.5% of the total value of purchase order as cancellation charges which ever is higher.

5.17.3 NICS I may at any time terminate the purchase order / empanelment by giving one month written notice to the Vendor, without any compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent

## **5.18 ARBITRATION**

5.18.1 In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion & whether before or after the termination, abandonments or breach of contract) except as any of the accepted matters, provided hereunder, the parties hereto, shall first endeavor to settle such disputes of differences amicably.

5.18.2 If both the parties fail to reach such amicable settlement, then either party (The Purchaser or Contractor) may (within 20 days of such failure) give a written notice to the other party requiring that all matter in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or differences of which such written notice has been given and no other shall be reoffered to the arbitration of a single arbitrator, to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to that of two arbitrators,

one to be appointed by each party or in case of said arbitrators not agreeing then, to the umpire to be appointed by the arbitrators in writing before entering upon the references. Provisions of Indian Arbitration & Conciliations Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitration.

5.18.3 Venue of arbitration shall be New Delhi.

5.18.4 The arbitrators or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of parties.

5.18.5 Pending reference to arbitration, the parties shall make all endeavors to complete the work in all respect. Disputes, if any, will finally be settled in the arbitration.

5.18.6 Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and Award respectively shall at the discretion of the arbitrator, or the umpire, as case may be.

5.18.7 The award of arbitrator or arbitrators, as the case may be, Shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence. The Purchaser and the Contractor hereby also agree that arbitration under this clause shall be the condition precedent to any right of action under the contract except for as provided for in the Tender.

## **5.19 APPLICABLE LAW**

5.19.1 The vendor shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

5.19.2 All disputes in this connection shall be settled in Delhi jurisdiction only.

5.19.3 NICSI reserves the right to cancel this tender or modify the requirement without assigning any reasons. NICSI will not be under obligation to give clarifications for doing the aforementioned.

5.19.4 NICSI reserves the right that the work can be allocated to any of the empanelled vendors.

5.19.5 NICSI also reserves the right to modify/relax any of the terms & conditions of the tender.

5.19.6 NICSI, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect.

5.19.7 NICSI also reserves the right to award works/supply order on quality/technical basis, which depends on quality/capability of the system and infrastructure of the firm. Bidder(s) are, therefore, directed to submit the tender carefully along with complete technical features of the products/systems as well as other documents required to access the capability of the firm.

5.19.8 All procedure for the purchase of stores laid down in GFR and DFPR shall be adhered-to strictly by the NICSI and subordinates and Bidders are bound to respect the same.

## 5.20 MISCELLANEOUS

- 5.20.1 The empanelment under this tender is not assignable by the selected vendor. The selected vendor shall not assign its contractual authority to any other third party. As a matter of policy and practice and on the basis of Notification published in Gazette of India dated 14th March, 1998, it is clarified that services and supplies of the vendor selected through this tender can be availed by both National Informatics Center [NIC] and National Informatics Center Services Incorporated [NICS], as the case may be depending on the project, and the selected vendor shall be obliged to render services / supplies to both or any of these organizations as per the indent placed by the respective organization. In other words, the selection procedure adopted in this tender remains applicable for NIC as well, and in the event of rendering services / supplies to NIC, the selected vendor shall discharge all its obligations under this tender vis-à-vis NIC. Any default or breach in discharging obligations under this tender by the selected vendor while rendering services / supplies to NIC, shall invite all or any actions / sanctions, as the case may be, including forfeiture of EMD, security deposit, invocation of performance guarantee stipulated in this tender document
- 5.20.2 The decision of NICS/NIC arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any Bidder to bring pressure of any kind, may disqualify the Bidder for the present tender and the Bidder may also be liable to be debarred from bidding for NICS/NIC tenders in future for a period of at least three years.
- 5.20.3 Any conditions mentioned in their tender bids by the bidders which are not in conformity to the conditions set forth in the tender will not be accepted by NICS/NIC. All the terms and conditions for the supply, testing and acceptance, payment terms penalty etc. will be as those mentioned herein and no change in the terms and conditions set by the bidders will be acceptable. Alterations, if any, in the tender bid should be attested properly by the bidders, failing which the bid will be rejected.
- 5.20.4 One batch of NIC/NICS/User staff is to be trained in installation, maintenance and servicing, at least for a period of one week, free of cost.
- 5.20.5 NICS/NIC may use this tender for executing any projects anywhere in India during the validity of this tender.
- 5.20.6 NICS may ask for % of discount from all empanelled vendors, if required quantity is more than **500** in single purchase order for any standard/customised configuration of desktop system.
- 5.20.7 All terms and conditions governing prices and supply given above, as applicable to NICS, will be made equally applicable to NIC.
- 5.20.8 In addition to the supporting technical documents, the enclosures as mentioned in **List of Enclosures** are required to be submitted with the technical bid.
- 5.20.9 NICS reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon Project priorities vis-à-vis urgent commitments. NICS also reserves the right to accept /reject any bid, to cancel / abort tender process and / or reject all bids at any time prior to award of empanelment, without thereby incurring any liability to the affected agencies on the grounds of such action taken by the NICS.
- 5.20.10 Any default by the bidders in respect of tender terms & conditions will lead to rejection of the bid & forfeiture of EMD/Security Deposit.

**(Authorized Signatory)**  
**NICS**  
**(Tender Process Section)**

**BIDDER'S PROFILE**

---

a) **Name of the Vendor:**

b) Incorporated as \_\_\_\_\_ in year \_\_\_\_\_ at \_\_\_\_\_  
(State Sole Proprietor, Partnership, Private Limited or Limited Firm)

c) Whether any Legal/Arbitration proceedings have been instituted against the Vendor or the Vendor has lodged any claim in connection with works carried out by them. If yes, please give details.

d) **Vendor profile:**

- i) Full Address :
- ii) Year when set up :
- iii) Name of the top executive with designation:
- iv) Telephone Number(s) : Mobile :
- v) Email address :
- vi) Service Tax No :
- vii) Sales Tax/VAT No :
- viii) CST No :
- ix) PAN No :
- x) Valid ISO 9000 :2001 certificate: Attach zerox copy.
- xi) Turnover from sales

Financial Year	Turnover from sales (in Rupees)
2007-08	
2008-09	

e) **EMD details**

Particulars	Amount (Rs.)	Draft No.	Date	Bank	Branch
Tender fee	NIL				
EMD for Annexure - I	2,00,000				

- f) **Service centres:** The following information for service centres as per **Eligibility Clause No.4.6** may be given. For franchisee / OEM centres the vendor shall produce a copy of the valid agreement/undertaking from franchises/OEM. NICS I would verify the information furnished here and if found incorrect the bid is liable to be rejected.

**Details of Service Support (Infrastructure Available with Bidder)**

Sl. No.	State Name/UT's(City)	Contact Details phones, e-mails, website etc.	Own / Franchisee	Manpower	Spares
<b>A. Main</b>					
1	Andhra Pradesh Hyderabad				
2	Bihar Patna				
3	Chandigarh				
4	Delhi & NCR				
5	Gujarat Ahmadabad				
6	Jharkhand Ranchi				
7	Karnataka Bangalore				
8	Kerala Thiruvanthapuram				
9	Maharashtra Mumbai Nagpur Pune				
10	Madhya Pradesh Bhopal Jabalpur				
11	Orissa Bhubaneswar				
12	Rajasthan Jaipur				
13	Tamil Nadu Chennai				
14	Uttar Pradesh Allahabad Lucknow Kanpur Meerut				
15	Uttarakhand Dehradun				
16	West Bengal Kolkata				
<b>B. North Eastern States</b>					
17	Assam Gauwhati				
18	Meghalaya Shillong				

- g) Please use additional sheets of paper wherever necessary.  
h) The technical bid must be submitted as a PDF document with each page numbered and carrying an index of page numbers for the above information.

**Authorized Signatory**

**Name:**

**SEAL**

**Date:**

**Place:**

**COMPLIANCE SHEET**

**Name of the Bidder:**

<b>Sl. No.</b>	<b>Tender No.</b>		<b>Page No. of the Tender Bid</b>
1	OEM or large scale system integrator of quoted item	Yes/No	
2	Bidders valid Certificate of ISO 9000:2001	Yes/No	
3	Copies of Balance sheet 2006 - 2007, 2007 - 2008, 2008 - 2009 showing Sales Turnover	Yes/No	
4	List of Service Centres/authorized service centres	Yes/No	
5	Copies of Sales Tax / VAT / Service Tax / PAN	Yes/No	
6	Articles of Association etc.	Yes/No	
7	Not Black listed (Self Certificate)	Yes/No	
8	EMD details and Tender Fee		
9	Certificate of support for 5 years	Yes/No	

**Authorized Signatory**

**Name:**

**SEAL**

**Date:**

**Place:**

**MANUFACTURER AUTHORIZATION FORMAT**

Ref :

Date :

To,

Deputy Manager,  
Tender Process Section,  
National Informatics Centre Services Inc.,  
NBCC Tower, 15  
6<sup>th</sup> Floor, Hall No. 2 & 3,  
Bhikaji Cama Place  
New Delhi-110066

Sub : Manufacturer Authorization for Tender No \_\_\_\_\_.

Sir,

We, **<OEM/ Manufacturer name>** having our registered office at **<OEM/ Manufacturer address>**, are an established and reputed manufacturer of Video Conferencing equipments.

We confirm that **<Bidder Name>** having its registered office at **<Bidder Address>** is our authorized partner for our Video Conferencing equipments. We authorize them to quote for our equipments in the above mentioned tender.

Our full support is extended to them in all respects for supply, warranty and maintenance of our products. We also ensure to provide the service support for the supplied equipments for a period of 5 years from date of supply/installation of the equipments as per tender terms.

We also undertake that in case of default in execution of this tender by the **<Bidder Name>**, the **<OEM/Company Name>** will take all necessary steps for successful execution of this project as per tender requirements.

Thanking You

For **<OEM/ Manufacturer name>**

**<(Authorized Signatory)>**

**Name :**

**Designation :**

**SECURITY DEPOSIT**

<b>Sl. No.</b>	<b>Item</b>	<b>Value</b>	
<b>1</b>	<b>Validity</b>	<b>63 Months from the Date of Empanelment</b>	
<b>2</b>	<b>Instrument</b>	<b>One Single Deposit in the form of Bank Guarantee</b>	
<b>3</b>	<b>Amount</b>	<b>No. of Years</b>	<b>Amount as %age of the value of the Purchase Order</b>
		<b>1<sup>st</sup></b>	<b>37.5%</b>
		<b>2<sup>nd</sup></b>	<b>30.0%</b>
		<b>3<sup>rd</sup></b>	<b>22.5%</b>
		<b>4<sup>th</sup></b>	<b>15.0%</b>
	<b>5<sup>th</sup></b>	<b>7.5%</b>	

**PANEL FORMATION**

<p><b>A</b></p>	<p>Selection Criteria for deciding L1 Vendor and lowest unit rate for Bar Code Reader as quoted in IT.1 and IT.2 of Annexure-I</p>	<p><b>i)</b> The lowest quoting vendor (L1) for Bar Code Reader with accessories as quoted in <b>IT.1 and IT2 of Annexure-I</b> will be determined as mentioned below:</p> <p>The lowest quoting vendor (L1) will be determined on the basis of the lowest quote of the technically qualified system, all-inclusive, as quoted in LQ1 at financial annexure under <b>KF.1 of Annexure-K</b>.</p> <p><b>OR</b></p> <p>The rates evaluated or suggested by Financial Evaluation Committee.</p> <p><b>ii)</b> L1, L2, L3, L4..... bidders will be decided on the price of evaluation of <b>KF.1 of Annexure-K</b>.</p> <p><b>iii) L1 has to match the lowest rates for IT.1 and IT.2 of Annexure-I of qualified bidders as the case may be.</b></p> <p><b>iii)</b> If L1 bidder fails to comply any of the above mentioned terms and conditions, the bid offer of such defaulting bidder will be treated as cancelled, EMD of such defaulting bidder will be forfeited and tender will be re-floated.</p>
<p><b>B</b></p>	<p>Panel Formation Procedure</p>	<p>There shall be only <u>one vendor on panel</u> as selected above.</p>

**DELIVERY CHALLAN**

1	<b>Vendor Name</b>	
2	<b>Project No.</b>	
3	<b>Purchase order No. &amp; date</b>	
4	<b>Invoice No. with date</b>	
5	<b>Equipment Name &amp; Description</b>	
6	<b>Equipment serial nos.</b>	
7	<b>Date of delivery</b>	
8	<b>Certificate</b>	Equipment (as per ordered configuration) has been received in complete.
<b>Name of user / NIC Project Coordinator / NICS I Project in charge:</b> _____		
<b>Designation :</b> _____		
<b>Signature:</b> _____ <b>(with official seal)</b>		
<b>Date:</b> _____		

**INSPECTION AND ACCEPTANCE CERTIFICATE**

1	Vendor Name	
2	Project No.	
3	Purchase order No. & date	
4	Invoice No. with date	
5	Equipment Name & Description	
6	Equipment serial nos.	
7	Date of delivery	
8	Date of intimation of call for installation / site readiness information (in case of SNR)	
9	Inspection Date	
10	Certificate	Equipment (as per ordered configuration) has been Accepted after counting the Items and after getting them tested
11	Remarks (if any)	

**Name of user / NIC Project Coordinator / NICS I Project in charge:**

\_\_\_\_\_

**Designation :** \_\_\_\_\_

**Signature:** \_\_\_\_\_  
**(with official seal)**

**Date:** \_\_\_\_\_

**SITE NOT READY (SNR) CERTIFICATE**  
**( for delivery and Inspection Only)**

<b>SITE NOT READY (SNR) CERTIFICATE</b>		
<b>1.</b>	<b>Name of State</b>	
<b>2.</b>	<b>Location / Place</b>	
<b>3.</b>	<b>Purchase Order No. and Date</b>	
<b>4.</b>	<b>Project No.</b>	
<b>5.</b>	<b>Name of the Equipment</b>	
<b>6.</b>	<b>Name of Vendor</b>	
<b>7.</b>	<b>Site Not Ready, Reason</b>	
<b>8.</b>	<b>Tentative Date of Site being Ready for Delivery and Inspection</b>	
<b>9.</b>	<b>Contact detail of vendor for getting equipment installed, if site get ready</b>	
<b>10.</b>	<b>Certificate</b>	There is no delay on the part of vendor in getting the equipment Delivered and Inspected
<b>11.</b>	<b>Remarks (if any)</b>	

  

<p><b>Name :</b> _____</p> <p><b>Signature :</b> _____</p> <p><b>(With official Seal)</b></p> <p><b>Designation :</b> _____</p> <p><b>Date:</b> _____</p>
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<b>Technical IT.1</b>		
<b>A</b>	<b>Bar Code Reader Type 2D</b>	
	<b>OPERATIONAL</b>	
	Technology	Image
	Light Source	LED 645 nm+7.5nm
	Depth of Field (Programmable)	(2"-8") for UPC/EAN bar codes
	Minimum Bar Width	0.127mm (5.0 mil)
	Decode Capability	Auto discriminates all standard 1-D, RSS, PDF417, microPDF, maxicode GS1 Data Matrix, QR Code, UCC, EAN Composites, postals, Aztec (Image Transfer)- BMP, TIFF or JPEG output
	Resolution	640x480
	System interfaces	USB
	Print Contrast	25% minimum reflectance difference
	O/S Support	LINUX, Windows and other major O/s
	<b>ENVIRONMENTAL</b>	
	Operating Temperature	0°C to 40°C (32°F to 104°F)
	Humidity	0% to 95% relative humidity, non- condensing
	Light Levels	Upto 100,000 Lux (9,290 foot candles)
	Shock	Designed to withstand 1.5m (5') drop to concrete
	Contaminanta	IP Sealing,Sealed to resist airborne particulate contaminants
<b>Item IT.2</b>		
<b>B</b>	<b>Bar Code Reader Type 1D</b>	
	<b>OPERATIONAL</b>	
	Technology	Imager/Laser
	Illumination:	630 ~650 NM Visible Red LED/VLD
	Reading Distance:	From .5 in. (1.3 cm) to 9.8 in. (25 cm) on medium density bar codes
	Decode Capability	EAN/UPC,GS1 - 128,GS1 DataBar (Formerly RSS),Code 128,Code 39,code39 Full ASCII,Codabar,Interleaved 2 of 5 etc
	Scan Speed	Imager :200 or more / Laser : 100 or more
	Resolution:	5 mil
	Minimum Symbol Contrast:	30%
	O/S Support	LINUX, Windows and other major O/s
	<b>ENVIRONMENTAL</b>	
	Operating Temperature:	+32°F to +122°F (0°C to +50°C)
	Humidity:	0 to 95%, non-condensing
	Mechanical Shock:	Operational after 25 drops from 4 ft. (1.2 m) to concrete
	Connectivity	USB

**Note:** Any Additional Software's, Cables, Connectors or any other accessories required to meet the user requirements and to complete the installation has to be arranged by the vendor at no additional cost to the user.

**STATEMENT OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS**

(Please submit separate sheet for each annexure)

Equipment offered:- Make: \_\_\_\_\_ Model: \_\_\_\_\_

LINE ITEM	DESCRIPTION OF ITEM SPECIFICATION WHERE DEVIATING	DEVIATION IN THE OFFER	BRIEF REASON FOR THE DEVIATION

**Note: Deviations on the lower side of technical specs will not be accepted**

Signature of the Bidder  
Name  
Date  
Place  
Company Seal

## Annexure - K

### KF.1

#### Financial Bid for Bar Code Reader as per Technical Specifications Given in IT.1 and IT.2 of Annexure-I

Prices in Financial Bid should be quoted in the following format as per specifications in respective Annexure(s). All prices should be quoted **including five years onsite warranty**. Prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail.

**Name of the Bidder:**

**Specify Make:**

**Model:**

S No	Item Description	Unit Price (Rs.)	Excise Duty (Rs.) as applicable	Sales / Service Tax (Rs.) as applicable	Total Unit Price (All inclusive) with Five years on-site warranty for Items (Rs.)	Estimated quantity for determination of L1 Rates	Total Cost
		1	2	3	4	5	6= (4 X 5)
1	IT.1 Bar Code Reader Type 2D					100	
2	IT.2 Bar Code Reader Type 1D					100	
<b>TOTAL VALUE for evaluating L1 vendor in Rs. ( LQ1)</b>							

**Note:**

- The basic prices in Indian rupees should be quoted separately for each item/sub-item mentioned at S.No. 1 to 2 as mentioned above.
- The prices quoted should be inclusive of all related accessories, Documentations and Operating Manuals of the systems, five years on-site comprehensive warranty, packing, forwarding, freight, insurance (wherever applicable) and installation charges at any of the locations as specified by NIC/NICSI including the northeastern states, Jammu & Kashmir, Andaman & Nicobar and Lakshwadeep Islands of India.
- Any additional local levies such as Entry tax, Octroi etc. will be reimbursed on production of original receipt along with bills for payment against delivery.
- The vendor will bear all expenses towards getting import licenses, if required to import the quoted items.
- Excise duty and Sales tax as applicable should be quoted separately, failing which these are not payable extra.

**Authorized Signatory**

**Name:**

**SEAL**

**Date:**

**Place:**