

**No. 10(64)/2009-NICSI**

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

(A Government of India Enterprise under NIC)  
Ministry of Communications & Information Technology  
**Hall No. 2&3, 6<sup>th</sup> Floor, NBCC Tower,  
15, Bhikaji Cama Place, New Delhi – 110066.  
Tel – 26105054, Fax - 26105212**

**Short Notice Limited Tender No. NICSI/Ultra Slim Desktop/2009/49**

**LIMITED TENDER DOCUMENT FOR EMPANELMENT OF VENDOR  
FOR SUPPLY, TESTING AND INSTALLATION OF  
ULTRA SLIM DESKTOP SYSTEM**

**Subject: Short Notice Limited tender for the Empanelment vendors for supply of Ultra Slim Desktop System.**

For urgent Government requirement purpose process of procuring above mentioned item through limited tender. You are therefore invited to submit your bid along with best possible rates. The terms and conditions are as follows:

## **1. ELIGIBILITY CRITERIA**

- 1.1 A Bidder should be a manufacturer of quoted items for last three years.
- 1.2 Bidder should be an ISO 9001:2000 certified Company. The bidder should enclose a copy of quality certificate from a globally recognized institution for their manufacturing / assembly / system integration facilities anywhere located in INDIA or abroad.
- 1.3 The bidder's annual sales turnover from sale of computer systems should be at least Rs. 100 crores (Rupees hundred crores) during the each fiscal year i.e. 2006-07, 2007-08 & 2008-09. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concerns etc. Bidders must submit copy of audited balance sheet as proof of turnover, highlighting the turnover part.
- 1.4 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.
- 1.5 The bidder should be registered with Service tax department of the Government of India. Enclose copy of the valid Registration No.
- 1.6 A self certificate that the bidder hasn't been black listed by any institution of the Central/State government in the past three years, to be submitted.
- 1.7 The bidders shall submit the technical literature and international comparative ratings for each quoted product.

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.**

## **2. TERMS & CONDITIONS**

### **2.1 Bid Submission**

- 2.1.1 Bids (complete in all respect) must be submitted latest by **11:00 hours on 20.01.2010**. The bid should be valid for a minimum period of 60 days from the date of tender opening.
- 2.1.2 The 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 ultra slim desktop System due on **20.01.2010** at 11:00 Hrs."

EN-2 Cover containing the following information, should be titled as

**“Eligibility Criteria & Technical Bid - NICSI tender for ultra slim desktop System”**

- a. Details as per annexure-A & B
- b. All the documents asked for eligibility criteria.
- a. System being quoted as per annexure-I and the corresponding deviations as per Annexure-C.
- b. Technical literature about the desktop offered and comparative studies available should be enclosed.

EN-3 Titled as **“Financial Bid- NICSI tender for Ultra Slim Desktop Systems”** and should contain the Financial Bid as per Annexure-D.

- 2.1.3 Earnest Money Deposit (EMD)** of Rs. 50,000 (Rupees Fifty Thousands only) has to be submitted through Demand Draft / Pay Order of any Scheduled Commercial Bank (drawn in favour of National Informatics Centre Services Inc., New Delhi). 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 NICSI and submit a bank guarantee of amount equal to EMD I for the period of empanelment/extended empanelment. The BG will be released after the empanelment or execution of all pending orders whichever is later.
- 2.1.4** All the bids documents should be signed by the authorized signatory.
- 2.1.5** All pages of the bid being submitted must be sequentially numbered by the bidder.
- 2.1.6** NICSI 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.
- 2.1.7** The bids submitted by telex/ telegram/ fax/ E-mail / manually etc. shall not be considered. No correspondence will be entertained on this matter.
- 2.1.8** The rates are to be quoted in strict compliance to the financial bid otherwise the bid is liable to be rejected.
- 2.1.9** 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
- 2.1.10** The basic prices in Indian rupees should be quoted separately for each set of items given in **Annexure-D 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 NICSI users. **It shall be the exclusive responsibility of the vendor to collect these Forms/Documents from the NICSI users. In the absence of exemption certificates from NICSI users towards octroi / entry tax, the bidder will be re-imbursed actual charges paid by them.**
- 2.1.11** The price shall be for delivery at desired destination in India including installation/commissioning and complete operationalization.
- 2.1.12** The **warranty period of Three years** shall be taken into account for Desktop systems from the date of completion of supply, its successful installation/commissioning and acceptance by **NICSI/NIC or 39 months whichever is earlier.**

**2.1.13** 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.

**2.1.14** 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-C**. 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.

**2.1.15** The limitation of liability on any default of bidders will not be more than the purchase order value of products.

## **2.2 Bid Opening:**

Tender bids complete in all respect will be opened at **11:30 hours on 20.01.2010** in presence of bidders representative if available.

## **2.3 EVALUATION OF BIDS**

### **2.3.1 Technical Evaluation**

2.3.1.1 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.

2.3.1.2 The TEC will short list the Technical bids configuration wise on the basis of technical parameters. The short listed Bidders may be asked to bring one set of quoted model or improved latest model of same make as per specifications set out in the tender for technical evaluation, along with their own test and measuring equipments/software at NICSI HQ or any other site as may be finalized by NICSI, as per schedule to be intimated to them. In case of improved model, the improved model should not be inferior in any specification than the quoted model. The quoted model should be readily available with the vendor and no request for extension of evaluation schedule will be entertained. During Technical Evaluation the quoted product shall be physically verified for the required tender specifications, tested for reliability, functionality, benchmarked and other features as decided by the TEC. In case the vendor fails to bring the quoted products within the prescribed limit given by the NICSI for evaluation, the bid shall be rejected and EMD forfeited. In case TEC decides to inspect the items at Bidder's/OEM's premises, the expenditure on travel will be borne by NICSI.

2.3.1.3 If during the technical evaluation, any of the System fails then no subsequent chance will be given to the Bidder. However, alternate item of same make & model / equivalent item of same make, 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. Financial bids of only technically qualified Bidders will be opened in their presence.

**In their own interest the bidders are advised to ensure that the Desktop brought by them for evaluation conform to all tendered technical parameters/specifications and are functional. Systems not meeting complete tender specifications will not be considered for evaluation.**

2.3.1. For Technical Evaluation, Bidders have to ensure the availability of appropriate specialist, along with every type of documentation and consumable required, from their organization for interacting with TEC and evaluation team. If the required specialist along with proper

documentation is not made available by Bidders, then such defaulting Bidders will automatically be debarred from the tender evaluation process.

## **2.4.2 Financial Evaluation**

2.4.2.1 The Financial Bids of only technically qualified bidders will be opened electronically in the presence of their representatives on a specified date and time duly notified. The financial bids will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation. If NICS I considers necessary, revised Financial Bids can be called from the technically short listed Bidders, before opening the original Financial Bids. In that case, the revised bids should not be higher than the original bids (except in case of increase in Govt. tax / levies) otherwise the bid will be rejected & EMD will be forfeited of such defaulting bidders.

2.4.2.2 L1 vendor will be worked out as per the procedure given in financial bid Annexure-D.

## **2.5 EMPANELMENT OF BIDDERS**

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

2.5.2 The panel will be valid for a period of Six months from the date of empanelment. It may be extended for a further period of Six months depending upon the need of NIC / NICS I's project requirements with mutual consent.

2.5.3 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 NICS I, should be passed on for compliance by the new company in the negotiation for their transfer.

2.5.4 If the name of the product is changed, the renamed product should have equivalent or superior technical specifications.

2.5.5 In case any selected L1 bidder refuses to sign empanelment within seven days of communication from NICS I, the offer would be treated as withdrawn and the bidder's EMD will be forfeited and tender will be scraped. The defaulting bidder may also be debarred from participating in NICS I tenders for a period of three years.

2.5.5 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 NICS I.

2.5.6 The bidder should not assign or sublet the empanelment or any part or it to any other vendor in any form. Failure to do so shall result in termination of empanelment and forfeiture of Security deposit,

2.5.7 NICS I 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 NICS I.

## 2.6 PRE-DELIVERY INSPECTION AND ACCEPTANCE OF ITEMS

- 2.6.1. The items must be offered in full as per ordered configuration for testing and acceptance. No item with short supply or with different technical specifications shall be accepted for conduct of acceptance testing under any circumstances. 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. The offered 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. 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 the availability of ordered items/spares in their stock before accepting the purchase order.**
- 2.6.2 In case of an empanelled item becoming end of life 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 need to be offered to NICS/ NIC 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/ NIC to carry out the evaluation. The decision taken by NICS/ NIC will be final and binding on the vendor.
- 2.6.3 The schedule for acceptance testing dates shall be provided at least 15 days before the last date of delivery. This needs to be strictly followed.
- 2.6.4 Normally, testing and acceptance of the Desktop will be done at the Factory premises of the vendor where it will be tested as per ordered specifications. NICS/ 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. The items which are accepted after testing should be sealed inside carton under the joint signature of the representatives of NICS/ NIC and Bidder's representative and then sent along with the packing list giving serial numbers and part numbers of all possible items and copy of the acceptance test report to the actual sites of installation. NICS/ NIC will have the option to test and accept an item at user's premises in case of emergency situations.

## 2.7 DELIVERY & PENALTY

- 2.7.1 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 (which shall not be more than **49(Forty Nine) days for North-eastern States including Sikkim, J&K, Lahual-Spiti & Kinnaur in HP, Andaman Nicobar and Lakshdweep Islands and 35 (Thirty Five) days** for the rest of the locations across India from the date of 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 duly signed by the user/NIC/NICS/ Project Coordinator, with his name, date of delivery, designation and office seal, legibly recorded, should reach NICS/ Head Quarters, New Delhi within 4 weeks of the delivery except for delivery in North-eastern States including Sikkim, J&K, Lahual-Spiti & Kinnaur in HP, Andaman Nicobar and Lakshdweep Islands locations. Delivery note of these locations should reach within six weeks of delivery date

- 2.7.2 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.
- 2.7.3 NICS I will impose penalty on total value of purchase order (as per clause no 5.7.1 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.
- 2.7.4 On the receipt of the purchase orders the vendors within Ten (10) Days shall initiate the process of obtaining all the necessary documents directly from the user for the 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.
- 2.7.5 The vendor shall provide System manual and User manual along with each system, even if more than one system is ordered for a single location.

## 2.8 INSTALLATION SCHEDULE & PENALTY

- 2.8.1. The Bidder should install all the systems at specified site without any additional charge. **Installation should be completed within 15 Days (Fifteen Days)** from the scheduled or actual date of delivery whichever is later for all locations. If the scheduled date of delivery / installation falls on holiday / non working day (at the delivery location), the next working day shall be treated as due date of delivery / installation. At the destination site, the Cartons will be opened only in the presence of user official and bidder's representative. The intact position of the Seal, for not being tampered with, shall form the basis of certifying the receipt in good condition. During installation at site if any item is found to be defective or broken, the same will be replaced with new one by the bidders at their own cost and risk within four weeks. If the items are not installed 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 **15 days** will be imposed on delayed installed items. Thereafter, NICS I holds the option to complete the installation work through alternate sources at the risk and cost of the defaulting vendor. A sticker mentioning the service support call centre number of the vendor should be pasted on each supplied item. An installation certificate as per format given in Annexure-E must be obtained from user or NIC/NICS I project coordinator as then case may be.
- 2.8.1 For Site Not Ready (SNR) cases, vendor requires to submit SNR certificate as per annexure-F 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 install the items within 15 days as per clause 5.8.1 of receipt of Site Ready notice from User/NICS I/NIC else it will attract penalty as per above clause- 5.8.1 recoverable from Bill.

2.8.2 The items to be supplied should work under the specified **Operating Systems viz. Windows and Linux (all versions)**. It shall be the exclusive responsibility of the Vendors supplying the items to provide appropriate device drivers and solutions for these system software platforms.

## 2.9 PAYMENT

2.9.1 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 along with a copy of the duly receipt delivery challan. 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. **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 39 months. Payment will be made after deducting penalty amount, if any. 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.

2.9.1 The balance 15% (Fifteen percent) payment would be made after submission of installation note / certificate duly signed by user/NIC/NICSI Project Coordinator.

2.9.2 If installation is completed within the stipulated period i.e. 15 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 installation).

2.9.3 In case where site for installation is not ready, NICSI will intimate to vender through a communication for site readiness & the installation should be completed with in two weeks time. In case NICSI receives a complaint from the user that the item was not installed within two week of site readiness report sent to the vendor, penalty for installation will be applicable on the vendor as per clause 5.8.1 for delayed period. In case there is delay (**more than 3 months from the date of issue of purchase order or one month from date of product delivery whichever is later**) in site readiness, Vendor may claim balance 15% payment on submission of BG equal to 15% of purchase order value valid for period of six month. However if NICSI receive any complaint from user that supplied systems/items were not installed within two weeks of site readiness notice, the bidder will be penalized for late installation as per clause 2.8.1.

2.9.4 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.

2.9.5 All payments will be made through RTGS only.

## 2.10 WARRANTY MAINTENANCE

2.10.1 All desktop Systems shall be under **Three Years** on-site comprehensive warranty support from the date of installation or 39 months from date of delivery whichever is earlier at the site, including free spare parts, kits etc excluding the consumable items.

2.10.2 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.

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

- a. Any failure in the System 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.
- b. 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 will be charged or recovered from out of withheld amount towards warranty or payment due per day per system at the rate of **Rs. 100**. Maximum penalty during the warranty period will be limited to 10% of the purchase order value.
- c. 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.

**2.10.4** On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper support has been provided during warranty period of three/five years 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.

## **2.11 PRICE VARIATION CLAUSE**

2.11.1 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 NICS I, the Bidder must voluntarily pass on the price difference to NICS I 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 NICS I, and in the event of increasing of Government taxes/ levies subsequent to the finalization of the panel, NICS I 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.

2.11.2 During the validity of the panel, NICS I may ask the technically short listed Bidders to requote the prices based on new / advanced configurations due to technological upgradation and the Bidder(s) will be selected on the basis of procedure as per clauses under 5.4 of the tender document. The time difference between such requotes will be minimum three months except in case of the union budget.

## **2.12 REFUND OF EMD & SECURITY DEPOSIT**

2.12.1 The Earnest Money Deposit (EMD) will be refunded as follows.

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.
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.

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.
4. In case of those bides whose tender bids are accepted for the empanelment, EMD will be refunded on receipt of **Security Deposit of amount Rs. Fifty Thousands.** 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 15 (Fifteen) 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. 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, NICS/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.

### **2.13 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.

### **2.14 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.

### **2.15 TERMINATION FOR DEFAULT**

#### **2.15.1 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 NICS/NICSI.

II. If the vendor fails to perform any other obligation(s) under the empanelment

2.15.2 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, NICS I 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 NICS I 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.

2.15.3 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

## **2.16 ARBITRATION**

2.16.1 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.

2.16.2 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 referred 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.

2.16.3 Venue of arbitration shall be New Delhi.

2.16.4 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.

2.16.5 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.

2.16.6 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.

2.16.7 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.

## **2.17 APPLICABLE LAW**

- 2.17.1 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.
- 2.17.2 All disputes in this connection shall be settled in Delhi jurisdiction only.
- 2.17.3 NICS I reserves the right to cancel this tender or modify the requirement without assigning any reasons. NICS I will not be under obligation to give clarifications for doing the aforementioned.
- 2.17.4 NICS I reserves the right that the work can be allocated to any of the empanelled vendors.
- 2.17.5 NICS I also reserves the right to modify/relax any of the terms & conditions of the tender.
- 2.17.6 NICS I, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect.
- 2.17.7 NICS I 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.
- 2.17.8 All procedure for the purchase of stores laid down in GFR and DFPR shall be adhered-to strictly by the NICS I and subordinates and Bidders are bound to respect the same.

## **2.18 MISCELLANEOUS**

- 2.18.1 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 I], 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.
- 2.18.2 The decision of NICS I/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 I/NIC tenders in future for a period of at least three years.
- 2.18.3 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 I/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.

2.18.4 NICSI/NIC may use this tender for executing any projects anywhere in India during the validity of this tender.

2.18.5 All terms and conditions governing prices and supply given above, as applicable to NICSI, will be made equally applicable to NIC.

2.18.6 NICSI reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon Project priorities vis-à-vis urgent commitments. NICSI 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 NICSI.

2.18.7 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)**  
**NICSI**  
**(Tender Process Section)**

**Ultra Slim Desktop System Config-I**

Desktop Computer System with following configuration.

<b>S. No.</b>	<b>Item</b>	<b>Complete Description</b>	<b>Technically Compliant (Yes / No)</b>
1	Processor	Intel Core 2 Duo E 8600 (minimum 3.33 GHz speed, 1333MHz FSB & 6MB L2 cache) or higher processor	
2	Chipset	Intel 4 Series /Nvidia GeForce 7 Series or better chipset based motherboard	
3	Video	Integrated Graphic controller	
4	Network	Integrated Gigabit Ethernet controller	
5	Ports	4x USB 2.0 ports, 1xRJ-45, 1xVGA, 1xKeyboard port, 1xMouse port	
6	HDD Controller	Integrated SATA controller	
7	Sound Controller	Integrated sound controller	
8	Memory	2x2GB DDR-II 800MHz or higher	
9	Storage	320GB or higher SATA HDD	
10	Optical Drive	Dual Layer DVD Writer	
11	Keyboard & Mouse	Wireless 104 Keys Keyboard and Wireless Optical Scroll Mouse with Mouse pad	
12	Monitor	TCO 03 certified 19" LCD Flat / Wide TFT Monitor (SXGA or higher native resolution) with 8 ms or better response time with mounting bracket for USFF system chassis on rear side.	
14	System Chassis	Ultra Small / Slim System chassis of volume less than 6 litre. The system unit is to be fitted on rear side of the monitor.	
15	OS Support & Certification	Windows (XP, VISTA / 7) & Linux	
16	Accessories	System user manual and all other necessary accessories	

Item 1: Above configuration preloaded with Linux (RHEL) Desktop OS (Latest Version), all necessary Plug-ins/utilities and driver software including bundled in CD Media.

Item 2: Above configuration preloaded with OEM Pack Windows 7 Professional (64 bit) (down gradable to Win XP) / Windows Vista Business, all necessary Plug-ins/utilities and driver software, bundled in CD/DVD Media and preloaded latest version antivirus software with one year free upgrade validity.



## Compliance sheet

Name of the Bidder:

SI No.	Tender No		Page no. of the Tender Bid
1	OEM of Computer system being quoted	Yes/No	
2	Bidders valid Certificate of ISO 9001:2000	Yes/No	
3	Copies of Balance sheet 2006-07, 2007-08 & 2008-09 showing turnover from sale of Computer systems.	Yes/No	
4	List of Service Centres/authorized service centres	Yes/No	
5	Copies of STax/VAT Service Tax PAN Registration Number	Yes/No	
6	Not Black listed (Self Certificate)	Yes/No	
7	EMD details, Tender Fee	Yes/No	

Date:  
Place:

Signature

Name:

SEAL

**STATEMENT OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS**

System/item 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

## FINANCIAL BID PROFORMA

Name of the Bidder:

Item Description (Specify make & model)	Basic Cost (Rs.)	Excise Duty %	Sales Tax/VAT %	Installation Charge	Service tax on Installation charge	Total cost with three years comprehensive warranty Col (1+2+3+4+5+6)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Annexure-I (Item-1)						
Annexure-I (Item-2)						

1. For consideration of the financial bid, the rates of excise duty and sales tax/VAT must be Quoted as per the above given table.
2. L1 is the bidder quoting least total cost in Column 7 of above tables. If the L1 bidder, due to whatever reasons, refuses to accept empanelment letter, the tender will be scrapped and EMD of L1 will be forfeited. In case there are two or more L1 bidder, the L1 will be the bidder with highest turnover in 2008-09
3. The above rates are inclusive of packing, forwarding, freight, insurance, installation, commissioning, warranty or any other charges for supply any where in India.
4. Entry Tax / Octroi will be reimbursed as per actual wherever applicable.

Authorized Signatory  
Name:

Date:  
Place:

**SEAL**

**Installation 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	Installation Date	
10	Certificate	Equipment (as per ordered configuration) has been installed successfully

Name of user / NIC Project Coordinator / NICSI Project in charge:

\_\_\_\_\_

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

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

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

**Site Not Ready Certificate**

1	Vendor Name	
2	Project No.	
3	Purchase order No. & date	
4	Equipment Name	
5	Date of delivery	
6	Date of 1st Visit for installation	
7	Site not ready reason	
8	Tentative date of site being ready for installation	
9	Contact detail of vendor for getting equipment installed, if site get ready.	
10	Certificate	There is no delay on the part of vendor in getting the equipment installed

Name of user / NIC Project Coordinator / NICSI Project in charge:

\_\_\_\_\_

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

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

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