

#### 13. Financial Bid Submission:

- a) Bidder shall take into account of all costs including unloading at the location of purchaser, cartage etc. for giving delivery of material at site(s) as detailed at Para 3 of "Instructions to the Tenderer" before quoting the rates. In this regard no claim what so ever shall be entertained.
- b) The "Price of Desktop Computers before Taxes & Duties" shall remain firm & inclusive of all costs involved for the delivery to the destination(s) which include the cost of Installation at destination, Cost of services to be provided during Comprehensive Warranty of three years.
- c) No extra payment or revision of "Price of Desktop Computers before Taxes & Duties" shall be accepted on account of any discrepancy in nomenclature of items. The Bidder is advised to seek clarification, if any, desired before submitting the tender.
- d) No representation for the revision of the quoted "Price of Desktop Computers before Taxes & Duties" shall be considered till the supplies are completed to the designated location.

# 14. Last date of submission of Tender:

- a) The tender should reach the office of the Chief General Manager, NSIC-Technical Services Centre, Okhla Industrial Estate, New Delhi by 16th, June 2017 up to 15.45 hours.
- b) The purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Tender Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. The prospective bidders are advised to remain in touch with website for any update in respect of their tender.
- c) The purchaser shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected and returned unopened to the Bidder.

## 15. Opening of Technical Bid:

a) The technical bid of tenders will be opened at NTSC-Okhla on 16th, June 2017 at 16:45 Hours. The Bidder or their authorized representative (One person only) may be present at the time of opening of the tender.

## 16. Opening of Commercial Bid:

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

# 17. Validity of Tender:

a) The tender shall be valid for a period of 90 days from the date of opening of the Technical Bid of tender. Terms and financial details submitted in the bid shall be treated as firm during the said period of 90 days.



b) In exceptional circumstances, prior to the expiry of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

### 18. Evaluation of Bids:

- a) If there is discrepancy between the amount quoted in Commercial Bid in the column "Unit Price of Desktop Computers before Taxes & Duties" and the amount reflected in column "Total price of Desktop Computer(s) before Taxes & Duties" which is the multiplication of quantity offered for supplies with "Unit Price of Desktop Computers before Taxes & Duties", the "Unit Price of Desktop Computers before Taxes & Duties" shall prevail. Accordingly the Total price of Desktop Computers before Taxes & Duties shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
- b) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) To assist in the examination, evaluation, comparison of the bids and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing only.
- e) If the Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- f) The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to supply order, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically Bid document, EMD deposits shall be promptly returned to the Bidders.
- g) The Purchaser shall compare the "Unit Price of Desktop Computers before Taxes & Duties" of all the responsive bids to determine the lowest bid for a particular location.
- h) The bidder shall note that they are not supposed to put any Taxes & Duties amount in the Commercial Bid. However, after the supplies, they have to issue the invoice indicating the Price of Desktop Computers as quoted in the Commercial Offer and thereafter specify the Taxes as applicable at the time of delivery. The Purchaser shall pay total amount which includes the unit price of Desktop Computers as well as the taxes and duties as applicable at the time of delivery.
- i) The Purchaser is authorized to ask the evidence from bidder to counter-check that the taxes & duties as claimed by the bidder at the time of issue of invoice after the supply of Desktop Computers.



# 19. Earnest Money Forfeit:

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

### 20. Notification of Award:

Prior to the expiry of the period of bid validity, the purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter shall specify the sum that the Purchaser will pay to the bidder in consideration of the supply of Desktop Computers with the details of selected location(s).

## 21. Pre-dispatch Inspection:

A pre-dispatch inspection by 3<sup>rd</sup> party/ technical team of purchaser may be carried out at bidder's site of manufacturing Desktop Computerss. This pre-dispatch inspection will not absolve bidder's responsibility to execute supply in accordance with the tender terms.

### 22. Packing:

- a) The bidder shall provide packing of the Desktop Computers, as is required to prevent their damages or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. In case the consignment received with damaged packaging, the purchaser would not accept the delivery.
- b) The Desktop Computers shall be securely boxed, crated and protected from mechanical damage, moisture etc. suitable for both storage and transit according to the nature of the material and mode of transport. The bidder shall be responsible for any loss/ damage to material during transportation to the designated location.



# 23. Delivery Time:

- a) The bidder shall indicate the period within which the ordered quantity will be supplied. The bidder shall note that in case bidder fails to supply within the period of delivery indicated by the bidder in technical bid of this tender, penalty @1% of value of the order per week of delay would be levied subject to maximum 4 weeks. It means, the bidder shall have the liability of delayed supply to the maximum of 4 weeks after expiry of scheduled delivery date. After that the supply order shall be cancelled and EMD will be forfeited and bidder will be debarred from participation in any future tenders.
- b) The successful Bidder shall, within a week from the date of receipt of communication of acceptance of quotes from purchaser shall intimate his acceptance of the order. The successful bidder shall complete supplies strictly as per the accepted delivery period.

# 24. Payment:

- a) The 80% payment of total bill will be made by the purchaser by crossed account payee cheque/RTGS/NEFT for which the bidder shall send bills in duplicate (original + copy) after Supply & Installation of Desktop Computers, giving the reference number of the purchase order along with copies of delivery note & satisfactory report on the Installation of Desktop Computers(s), from designated purchaser department. The details about the designated purchaser department who is authorized to take the delivery of Desktop Computer(s) shall be informed to the successful bidder through the supply order placed for the supply of Desktop Computer(s).
- b) The 20% payment of total bill along with EMD deposit will be released to bidder after one month from the date of installation DeskTop Computers on submission of three (03) years warranty certificate.

# 25. Causes of Rejection of Tender:

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

### 26. Claims:

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



#### 27. Address for communication:

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

The Chief General Manager, NSIC- Technical Services Centre, Okhla Industrial Estate, New Delhi-110020

# 28. Force Majeure:

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

### 29. Code of Ethics:

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

#### 30. Jurisdiction:

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

We confirm with our acceptance to the instructions (S.No-1 to 30 above) as given above.

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

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



### **ANNEXURE-A**

# **Details of requirements and technical specifications of Desktop Computers**

S No	Description of Items
01	Supply, Installation and testing of Desktop Computers with below
	mentioned Specification
	(a) CPU: Intel Core i7-7700, 8MB L3 cache /Min 8 core/3.6GHz/ 65W, with
	Intel(R) Core(TM) i7 Label
	(b) <b>Chipset:</b> Intel® Q270 Chipset or better compactable with CPU
	(c) Mother Board: OEM / Intel Original Mother Board
	(d) <b>Slots</b> : 1 full height PCIe x16 , 1 full height PCIe x16 (wired x 4) , 2
	full height PCIe x1
	(e) <b>Memory</b> : 8GB 2400MHz DDR4 Memory, RAM expandability up to 64
	GB, (Memory slot should be 4 Min)
	(f) Monitor: 18.5" LED, TCO-05 CETRIFICED, SAME MAKE
	(g) <b>Graphics Card</b> : AMD Radeon R7 450, 4GB, (DP/DP/SL-DVI-I)
	(h) HDD: 3.5" 1TB 7.2k RPM SATA
	(i) <b>Key Board :</b> 104 keys board PS2 / USB interface (PS2 is preferable) (j) <b>Mouse :</b> USB / PS2 Interface (PS2 is preferable)
	(k) <b>DVD Witter:</b> 8x or better DVD writer
	(I) <b>Ports:</b> 10 External USB (6 USB 3.1 Gen 1 (2 front/4 rear) and 4 2.0 (2
	front/2 rear) ), 1 RJ-45 ;1 Serial ;2 Display Port 1.2, 1 HDMI 1.4 ;2 PS/2
	;1 Universal Audio Jack 1 Line-out
	(m) <b>Networking :</b> 10/100/1000 on board integrated network port
	(n) <b>Operating System :</b> Windows 10 Pro (64bit) English
	(o) <b>Security:</b> Trusted Platform Module(TPM)2.0, Data Protection
	Encryption, Microsoft Windows Bit locker, Local HDD data wipe via BIOS
	("Secure Erase"), Encryption - SED HDD (Opal FIPS), Chassis lock slot
	support, Lockable Port Cover, Chassis Intrusion Switch, Setup/BIOS
	Password, Intel® Trusted Execution Technology, Intel® Identity
	Protection Technology, Intel Software Guard extensions.
	(p)Power Supply: 240W up to 92% efficient Power Supply
	(q) <b>Cabinet :</b> Mini Tower, Tool less chassis
	(r)Industry Standard Compliance: Energy Star 6.0, EPEAT registered
	in India

### Note:

- 1. The product should have 3 Years Onsite Comprehensive warranty.
- 2. The above specifications are minimum requirements however, higher technical specifications may be considered subject to competitive price offered.
- 3. The Product should be listed on OEM's website along with part no.