

No.10 (82)/2015-NICSI

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

(A Government of India Enterprise under NIC)
Ministry of Electronics & Information Technology
Hall No. 2&3, 6th Floor, NBCC Tower,
15, Bhikaji Cama Place, New Delhi – 110066.
Tel – 26767300, Fax - 26105212

TENDER NO. NICSI/DESKTOP SYSTEMS/2016/28

**Request for Proposal for Empanelment of
Vendors for Supply, Testing and Installation of
Desktop Systems and Related Additional Items**

Disclaimer

The sole objective of this document (the Request for Proposal or the RFP) is to solicit Techno commercial offers from interested parties for taking part in the empanelment process leading to empanelment of vendor(s) for the scope of work as mentioned in this document. While this document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by NICSI or any of their employees, advisors or agents as to or in relation to the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed.

Interested Parties may carry out their own study/ analysis/ investigation as required before submitting their Techno commercial proposals.

This document does not constitute an offer or invitation, or solicitation of an offer, nor does this document or anything contained herein, shall form a basis of any agreement or commitment whatsoever.

NICSI Representatives, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document

Some of the activities listed to be carried out by NICSI subsequent to the receipt of the responses are indicative only. NICSI has the right to continue with these activities, modify the sequence of activities, add new activities or remove some of the activities, as dictated by the best interests of NICSI.

TABLE OF CONTENTS

1	INTRODUCTION	5
2	OBJECTIVE / SCOPE	5
3	EMPANELMENT TERMS	7
4	GUIDELINES FOR PMA COMPLIANT ITEMS.....	8
5	CRITERIA FOR EVALUATION.....	9
6	BIDDING PROCESS	16
7	BID SUBMISSION.....	18
8	BID OPENING AND EVALUATION	21
9	SECURITY DEPOSIT AND PERFORMANCE BANK GUARANTEE	29
10	GENERAL TERMS AND CONDITIONS	31
11	TERMINATION OF CONTRACT	32
12	PRICE VARIATION.....	34
13	AWARD OF WORK.....	36
14	DELIVERY OF SERVICES	ERROR! BOOKMARK NOT DEFINED.
15	ACCEPTANCE TESTING PROCESS.....	37
16	STOCK ENTRY & BILLING TO END USER.....	39
17	DELIVERY AND INSTALLATION	39
18	ONSITE WARRANTY MAINTENANCE	42
19	PAYMENT TERMS	44
20	PENALTY	46
21	CONFIDENTIALITY AND SECURITY	47
22	INDEMNITY	48
23	LIMITATION OF LIABILITY	48
24	FORCE MAJEURE	49
25	DISPUTE RESOLUTION.....	50
26	APPLICABLE LAW.....	50
	ANNEXURE 1 - COVERING LETTER FOR BID.....	51
	ANNEXURE 2 - FACT SHEET	54

ANNEXURE 3 - BID SUBMISSION PROCEDURE.....	55
ANNEXURE 4 - DOMESTIC VALUE ADDITION – SELF CERTIFICATE.....	58
ANNEXURE 5 - FORMAT FOR PROJECT REVIEW CERTIFICATE	ERROR!
BOOKMARK NOT DEFINED.	
ANNEXURE 6 - SITE NOT READY CERTIFICATE.....	60
ANNEXURE 7 - DELIVERY AND INSTALLATION CERTIFICATES.....	61
ANNEXURE 8 - SUPPORT INFRASTRUCTURE AVAILABLE WITH BIDDER/AUTHORIZED PARTNER	63
ANNEXURE 9 - TECHNICAL.....	65
ANNEXURE 10 - OEM-PARTNER UNDERTAKING.....	82
ANNEXURE 11 - FINANCIAL BID	84
ANNEXURE 12 - STATEMENT OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS 1	

1 INTRODUCTION

- a) National Informatics Centre Services Incorporated (NICSI) was set up in 1995 as a Section 25 company and is the corporate extension of National Informatics Centre (NIC), Department of Electronics & Information Technology (DeitY), Government of India.
- b) NICSI specializes in procurement, installation, commissioning and maintenance of the state-of-the-art ICT Products and services; Video conferencing systems and services, Computer Hardware & software along with extensive consultancy services and other ICT related services like system Integration, Application Software Development, Data Centre and Network Installations, Operations Management Service etc. at most competitive prices.
- c) To discharge the social obligations of the Government in Information Technology domain, NICSI in association with NIC has designed and developed major software and technology infrastructures for various Government departments both at the Centre and in the States.
- d) NICSI manages its procurement and supplies of IT-hardware, software, Video-conferencing & Network equipment, hardware, software and Network installations, Application Software/Website Development, Technical Support Services and other services through:
 - OEM's empaneled for specific periods against open tenders for the supply of IT-hardware, Peripherals, UPS systems and other equipment.
 - Service specific vendor empanelment against open tenders for network Installation and maintenance, provision of technical support services for software development and training, Technical manpower outsourcing etc.
 - Strategic Alliances/Agreements directly with the OEMs for supply of IT products, software and other services etc.
- e) NICSI plays the role of a facilitator and actual requirement usually come from the end user. NICSI floats the tenders through various advertisements based on anticipated requirements (as per past practice) and finalizes the rates.

2 OBJECTIVE / SCOPE

1. NICSI would like to have a panel of vendors to cater to NIC, NICSI's users & own requirements. The empaneled vendors will supply Desktop Systems and relevant

additional items at the rates finalized through this tender during the period of empanelment/extended empanelment except for revision in rates as per provisions of **Section 12 – PRICE VARIATION** of the tender.

2. A bidder can quote for any or all the configurations/annexures from any or all the categories of **ANNEXURE 8 - TECHNICAL**, however should also quote relevant additional items in **ANNEXURE 8 - Technical (VIII)** of quoted Desktop configuration. Each Desktop Configuration of **ANNEXURE 8 - (Technical I to VI)** and Thin Clients: **Annexure-9 - (Technical-VII)** will be treated as a separated tender for purpose of evaluation, processing and ordering.
3. All the Desktop System OEMs who have participated directly in any Govt. tender in the past, shall bid directly for this tender. Such bidders will be allowed to nominate one Authorized Partner in addition to the option of doing it directly, for execution of empanelment (supply, testing, installation and maintenance).
4. For the remaining part of this tender document, following terms will be interpreted as per the definition given against each term.

i	Bidder	A firm which is bidding in this tender. This tender allows only Original Equipment Manufacturers (OEM) to bid, if the OEM has, in the past, quoted directly in Govt. tenders
ii	Vendor	A firm to whom empanelment has been awarded after successful evaluation of their bid.
iii	Authorized Partner	A firm nominated by the bidder (if any) for delivery, testing, installation and warranty support of the ordered items.
iv	Alternate Partner	A firm, nominated by the Bidder (if OEM is bidding directly), who will be considered at a later stage of empanelment as Authorized Partner, if the already empanelled Partner is not performing according to tender requirements. However, there will be only one Authorized Partner empanelled at any given time.
v	Supplier	A firm to whom the Purchase Orders will issued by NIC/NICSI. Supplier is either Vendor (OEM/) or their Authorized Partner (of the OEM,) as the case maybe. NIC/NICSI reserves the right to issue Purchase Order either to the Vendor or its Partner or both.

3 EMPANELMENT TERMS

1. **NICSI will form a panel of vendors for the period of empanelment, which will be initially for one year only.** Depending on the project requirements, NICSI may extend the period of empanelment for **additional 1 (One)** year through mutual consent after obtaining revised financial bids/ascertaining reasonability of rates with reference to prevailing market rates. The size of the panel for each configuration/annexure shall include the L1 bidder and the bidders falling within 120% of L1 value or other bidders (to form a panel of at least 2 vendors) if there is no bidder falling within 120% of L1 value. The decision of NICSI on the panel size shall be final.
2. As per CVC Circular No.03/01/12 dated 13.1.2012:
 - a. In a tender, either the Indian Agent on behalf of the OEM or the OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
 - b. If an agent submits bid on behalf of any OEM, the same agent shall not submit bid on behalf of another OEM.
 - c. Multiple agents of the same OEM cannot participate in bid for the same item/product.
3. If the execution model proposed by the qualified bidder (OEM) involves Authorized Partner, a tripartite agreement will be signed between NICSI, bidder and Authorized Partner for honoring all tender terms and conditions.
4. All terms and conditions governing prices and supply given above, as applicable to NICSI, will be made equally applicable to NIC.
5. 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 of the agency selected through this tender can be availed by both National Informatics Center [NIC] and National Informatics Center Services Incorporated [NICSI], as the case may be depending on the project, and the selected agency shall be obliged to render services 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 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 to NIC, shall invite all or any actions / sanctions, as the case may be, including forfeiture of security deposit.

6. The empanelment under this tender is not assignable by the selected agency. The selected agency shall not assign its contractual authority to any other third party. The vendor should not assign or sublet the empanelment or any part of it to any other agency in any other form than defined in this tender. If found doing so, shall result in termination of empanelment and forfeiture of Security Deposit.
7. In case the empaneled vendor 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 vendor and EMD/Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least three years, for further dealings with NICSI.

4 GUIDELINES FOR PMA COMPLIANT ITEMS

1. Department of Electronic & IT. (DeitY) vide Notification No. 33(3)/2013-JPHW dated 23.12.2013 has laid down the PMA policy for providing preference to domestically manufactured products in procurement of Electronic goods. Under this policy DeitY and DOT have notified multiple items. Notifications may be gone through at <http://deity.gov.in/esdm/pma>. Further notifications by various departments may be issued from time to time in this regard. The Guidelines may be treated as an integral part of the tender document.
2. NICSI as a nodal agency shall promote the policy for providing preference to domestically manufactured electronic products based on notification issued under the policy by the DeitY, DOT and any other department in public procurement by Government and its agencies
3. Bidders availing preference under the aforementioned policy are required to submit an affidavit regarding domestic value addition in prescribed Form I (given in ANNEXURE 4 - DOMESTIC VALUE ADDITION SELF CERTIFICATE). Quoting false information may lead to the cancellation of their empanelment and EMD/Security Deposit may also be forfeited.
4. The vendors shall have the option to upgrade the domestic value addition against their active empanelment through the Affidavit as per Form I but no downgrade shall be accepted. NICSI shall accordingly update the empanelment without affecting the price and all supplies made after the date of such updation shall be with upgraded domestic value addition only.
5. Bidders are also required to indicate the domestic value addition in terms of BoM for the quoted product, in terms of aforesaid guidelines, in their bid in the following format.

Item No.	Item Description	Manufacturer/ Supplier	Country of Origin	Value	Domestic Value addition in percentage

6. **NICSI shall conclude its empanelment of vendors as per existing procedure and incorporate the domestic value addition in its empanelment. However, the Government User Departments /indentors shall be fully responsible to ensure compliance of the PMA policy while placing orders against the empanelment.**
7. In case of any complaint against the domestic value addition, the empaneled bidder shall provide information/documents in support of the domestic value addition as may be required to verify the complaint without a any cost to NICSI. In case the complaint is not established, there shall be no liability on the empaneled bidder.

5 CRITERIA FOR EVALUATION

5.1 Prequalification/Eligibility Criteria

1. Eligibility Criteria for Bidder

#	Requirements	Documents Required	Compliance (Yes/No) and Reference Page No.
1.	<p>Bidder should be a manufacturer (OEM) of Desktop systems for past three years. Required authentic documents shall be submitted to prove the credential as manufacturer of the quoted items. Such bidder will have option to execute the empanelment directly or through an authorized partner engaged in sale & service support of their products.</p> <p><i>In addition to the Authorized Partner, the bidder can nominate one more firm as</i></p>	<p>1. Proof of manufacturing (OEM)</p> <p>2. Copy of Covering letter as per ANNEXURE 1 - Covering Letter for Bid</p> <p>3. If the business model proposed by the bidder involves an Authorized/Alternate Partner then an agreement</p>	

	<p><i>Alternate Partner who can be considered for evaluation and empanelment if the First Partner either becomes ineligible or not performing the Contractual Obligations as per NICS/ Tender requirement. However, such a change of Partner will be permitted only once during the empanelment. Request for changing Partner will be decided by a duly constituted committee of NICS/ after examining the performance of the Partner.</i></p> <p>A firm can become partner (either as Authorized Partner/Alternate Partner) of only one OEM for this tender.</p>	<p>as per ANNEXURE 9 - OEM Partner Undertaking duly signed by both OEM and Partner's representatives.</p>	
2.	<p>The bidder's annual sales turnover from sale of IT products and services within India should be at least Rs.100 Crores (Rupees One hundred Crores), during each of the years 2013-14, 2014-15 and 2015-16. However, for OEMs who are meeting all required criteria of "Domestic Value Addition" and hence qualified as "Preferred Domestic Manufacturer", the annual turnover requirement is further relaxed to Rs.20 (Twenty) Crores.</p> <p>The turnover refers to the company participating in this tender and not the composite turnover of its subsidiaries/sister concerns etc..</p>	<p>1. Certificate from CA (Statutory Auditor) clearly stating the turnover from sale of IT products and services within India during each of the Financial Years 2013-14, 2014-15 and 2015-16.</p> <p>(Quote value in Rs. Crore)</p>	
3.	<p>The bidder should be an ISO 9001:2008 or ISO 20000-1 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. This certification</p>	<p>1. Copy of Valid Registration Certificates clearly specifying the Name of the Agency, the validity date and other relevant information.</p>	

	should be from any globally recognized institution.		
4.	<p>The Bidder/OEM must have country wide infrastructure support in the form of direct/Authorized Partner/Franchisee support centers in at least 15 States/UTs including one North Eastern States.</p> <p>For the aforementioned, in absence of agreement/undertaking document for service support in case of support through franchisees bidders bid may be rejected straightway. Bidders should also provide escalation matrix for their sales & support function.</p>	<p>1. Details as per ANNEXURE 7 - SUPPORT INFRASTRUCTURE AVAILABLE</p> <p>2. If the Warranty Support model involves Authorized Partner/Franchisee, submit valid agreements with such Authorized Partner/Franchisee</p>	
5.	<p>The bidder should have a valid:</p> <p>i) Service Tax Registration Number ii) Income Tax/PAN Number iii) VAT Registration Number</p>	<p>1. Copy of Valid Service Tax Registration Certificate</p> <p>2. Copy of PAN Card</p> <p>3. Copy of VAT Registration Certificate</p>	
6.	<p>The bidder should be a Company registered in India under the Companies Act 1956 or registered co-operative society or a partnership firm registered under the India Partnership Act 1932.</p> <p>It is mandatory that the bidder should have a registered office in India for at least 3 years from the date of publishing of this tender. Companies that have not completed 3 years of establishment in India will be disqualified.</p>	<p>1. Certificate of Incorporation Or Registration Certificate (for co-operative societies) Or Partnership Deed (for partnership firms)</p> <p>2. Proof of having a registered office in India clearly specifying the number of years of establishment.</p>	

7.	The bidder or authorized partner should be registered for raising their bills/invoices to NICSI from Delhi.	1. Proof of bidder's/partner's billing location	
8.	To confirm in Yes or No, whether the bidder falls under the Micro, Small and Medium Enterprises Development Act, 2006. If yes, a copy of the Registration Certificate must be provided to NICSI. <i>Further, it shall be the responsibility of the bidder to keep NICSI informed if there is any change of the status of the company. Non-compliance in this regard during the course of empanelment/extended empanelment shall lead to disqualification of the bidder from empanelment.</i>	1. Relevant Certificate of Registration	
9.	To confirm in Yes or No, whether the bidder qualifying to be a 'Preferred Domestic Manufacturer' with reference to the guidelines issued by Department of Electronics & IT, Govt. of India	1. Self-certification on 100/- Rupees stamp paper as per ANNEXURE 4 - DOMESTIC VALUE ADDITION	
10	To confirm in Yes or No, whether the bidder the bidder is availing benefits under "Startup Standup India" Policy? *	1. Relevant Certificate of Registration	

***Note: OEMs which falls under the category of Start Ups as defined under "Startup Standup India" initiative of Government of India (www.startupindia.gov.in) would be eligible and evaluated as per the stipulated guidelines.**

2. Eligibility Criteria for Authorized Partner (if Authorized Partner is being proposed)

For this criteria, supporting documents (as asked below), of only the First Partner need to be submitted. For Alternate Partner, the eligibility documents will be required to be submitted at a later stage if need arises.

#	Requirements	Documents Required	Compliance (Yes/No) and Reference Page No.
1.	Partner of bidder/OEM for the Supply, Testing, Installation & maintenance Support of quoted product along with authorized partners agreement on Rs 100/- Non Judicial stamp paper in support that nominated authorized partner agrees that they will supply, install and maintain the systems as per empanelment conditions and rate. A bidder can authorize only one partner initially. Hence bidder should ensure that nominated authorized partner meets the eligibility criteria defined for them. Alternate partner nominated bidder may be considered during empanelment only in case first partner defaulted in execution of empanelment obligations. However eligibility of alternate partner has to be same as defined in this tender for first partner.	1. An agreement as per ANNEXURE 9 - OEM Partner Undertaking duly signed by both OEM and Partner's representatives.	
2.	<p>The bidder's partner's annual sales turnover (averaged) from sale of IT products should be at least Rs.20 Crores (Rupees Twenty Crores) with positive Net Worth, during each of the years 2013-14, 2014-15 and 2015-16.</p> <p>The turnover refers to the company participating in this tender and not the composite turnover of its subsidiaries/sister concerns etc..</p>	<p>1. Certificate from CA (Statutory Auditor) clearly stating the Net Worth and turnover from sale of IT products during each of the Financial Years 2013-14, 2014-15 and 2015-16.</p> <p><i>(Quote value in Rs. Crore)</i></p>	

3.	The bidder's partner should be an ISO 9001:2008 or ISO 20000-1 certified Company.	1. Copy of Valid Registration Certificates clearly specifying the Name of the Agency, the validity date and other relevant information.	
4.	The bidder's partner must have country wide infrastructure support in the form of direct/Authorized Partner/Franchisee support centers in at least 15 States/UTs including one North Eastern States.	1. Details as per ANNEXURE 7 - SUPPORT INFRASTRUCTURE AVAILABLE 2. If the Warranty Support model involves Authorized Partner/Franchisee, submit valid agreements with such Authorized Partner/Franchisee	
5.	The bidder's partner should have a valid: i) Service Tax Registration Number ii) Income Tax/PAN Number iii) Delhi VAT Registration Number	1. Copy of Valid Service Tax Registration Certificate 2. Copy of PAN Card 3. Copy of Delhi VAT Registration Certificate	
6.	The bidder's partner should be a Company registered in India under the Companies Act 1956 or registered co-operative society or a partnership firm registered under the India Partnership Act 1932.	1. Certificate of Incorporation Or Registration Certificate (for co-operative societies) Or Partnership Deed (for partnership firms)	
7.	The partner must have executed at least one Purchase Order during each financial year i.e. FY 13-14, 14-15, 15-16 for minimum 100 Systems of similar type	1. Enclose copy of Purchase Order clearly indicating the Name & Address of issuing department and the	

	(Desktop Systems) as quoted in this tender for. Clubbing multiple POs for achieving the required quantity will not be permissible.	Quantity and type of System ordered.	
8.	The Partner must have entered into at least one AMC contract with any Govt. organization/PSU/Bank for maintaining Desktop/Laptop Systems for each in last three years	1. Copy of AMC	

5.2 Technical Criteria

Details of equipment to be empaneled/procured and their Technical Specifications are given in **ANNEXURE 8 - TECHNICAL SPECIFICATIONS - Technical (I to VIII)**.

1. The following documents shall be enclosed by every bidder in their Technical bids: -
 - a. Make and model of all items quoted should be mentioned in the technical bid and complete technical details should be provided in the form of brochures and write ups.
 - b. Necessary detailed technical write-up highlighting the features of the System quoted.
 - c. Reports published in journals comparing the quoted product with other similar product.
 - d. Information on future planned upgrade and compatible products along with the anticipated time frame.
 - e. List of important installation sites.
 - f. Any other document which the Bidder may feel necessary in support of their product.
 - g. Certificate to the effect that the offered/quoted products conform to the tender specification.
2. Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipment with the Technical Bid. Deviations from technical specifications

should be furnished as per **ANNEXURE 11 - STATEMENT OF DEVIATIONS**. 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.

3. Hardware Configuration Evaluation Mechanism

- a. All the sub-annexures under **ANNEXURE 8 - TECHNICAL SPECIFICATIONS** would be evaluated during Technical Evaluation.
- b. The Bidders have to comply to all the technical specifications/requirements for each quoted Annexure.
- c. The quoted Items will be physically evaluated at NICSI/Vendor's works premises located anywhere in India.
- d. The bidders have to mention the make and model/Version of all the proposed Systems and software quoted.
- e. Self-certified technical specifications data sheet, compatibility matrix, functionality report and reliability test report for each quoted items should be enclosed with the technical bid.
- f. The reliability testing of 24 hours (or as defined by TEC) on each offered system will be conducted using latest version of AMI Diags/OEM diagnostic utilities. The required utilities, device drivers & OS flavors will be arranged by the bidder.

Only those bidders that qualify the technical criteria shall be considered qualified for commercial evaluation stage.

6 BIDDING PROCESS

6.1 Availability of Tender Documents

The tender document is available at NICSI e-procurement site <https://eproc-nicsi.nic.in/nicgep/app> & <http://nicsi.com/tenders.asp>

Prospective bidders desirous of participating in this tender may view and download the tender documents free of cost from the above mentioned website.

At any time prior to the last date for receipt of bids, NICSI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by an amendment/corrigendum. The amendment/corrigendum will be notified at the above mentioned websites, which will be binding on the prospective bidders to consider for quoting.

The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.

NICSI reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. NICSI will not be under obligation to give clarifications for doing the aforementioned.

6.2 Time Schedule

As per “**ANNEXURE 2 - Fact Sheet**”.

No Bid will be accepted after the expiry of the above mentioned time schedule

In order to allow bidders a reasonable time to take the amendment/corrigendum(s) into account in preparing their bids, NICSI, at its discretion, may extend the deadline for the submission of bids.

6.3 Pre-Bid Meeting

1. NICSI shall hold a pre bid meeting with the prospective bidders as per the schedule mentioned in “**ANNEXURE 2 - FACT SHEET**” for any clarifications regarding tender technical specifications and tender terms & conditions.
2. Queries received in writing, or over email, as per the schedule mentioned in “**ANNEXURE 2 - FACT SHEET**”, shall be addressed.
3. The queries should be sent to NICSI in the following format (preferably in an excel file) through email at **tender-nicsi@nic.in** or faxed on **011-26105212**.

Company name		M/s.		
S. No.	RFP Page No.	Relevant Section / Annexure of RFP	Relevant Content from RFP	Vendor's Query / Comment

4. All interested bidders along with one representative of Authorized Partner can participate in the pre-bid conference.
5. NICS I is not bound to clarify any query after the pre-bid meeting.
6. NICS I will endeavor to provide a complete, accurate, and timely response to all queries raised by the bidders. However, NICS I makes no representation or warranty as to the completeness or accuracy of any response, nor does NICS I undertake to answer all the queries that have been posed by the bidders and bidders shall not assume that their unanswered queries have been accepted by NICS I.

6.4 Bidding Cost

The bidder shall bear all costs associated with the preparation and submission of their bids. NICS I will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process

6.5 Right to Terminate the Process

NICS I reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by NICS I.

NICS I makes no commitments, express or implied, that this process will result in a business transaction with anyone.

6.6 Acceptance of part / whole bid / modification – Rights there of

NICS I reserves the right to accept or reject wholly or partly bid offer, or modify the technical specifications / quantities / requirements mentioned in this RFP including addition / deletion of any of the item or part thereof after pre-bid, without assigning any reason whatsoever. No correspondence in this regard shall be entertained.

7 BID SUBMISSION

7.1 Instructions

1. Each Desktop Configuration of **ANNEXURE 8 - TECHNICAL (Technical I to VII)** will be treated as a separated tender for purpose of evaluation, processing and ordering.
2. The bidder can quote for any number of Desktop Configurations from the **ANNEXURE 8 - TECHNICAL (Technical I to VII)**, on submission of respective EMDs for particular

segment as mentioned in Clause 7.4. However, applicable additional Items (**ANNEXURE 8 - TECHNICAL: Technical VIII**) shall be quoted along with the Main Annexure.

7.2 Mode of Submission

Submission of bids shall be in accordance with the instructions given in “**ANNEXURE 3 - BID SUBMISSION PROCEDURE**”

7.3 Validity of Bids

1. The bids shall be valid for a period of not less than **180 days** from the last date of bid submission. A proposal valid for a shorter period shall be rejected as nonresponsive.
2. On completion of the validity period, NICS I may (if required) request the Bidder(s) for an extension of the period of validity. The validity of the EMD as requested should also be suitably extended if called upon to do so by NICS I. The request and the responses thereto shall be made in writing.

7.4 Earnest Money Deposit / Bid Security

1. The bidder shall furnish as part of its bid, an EMD/bid security, of amounts as per the below table, in the form of an Account Payee Demand Draft or Bank Guarantee from any of the Commercial Banks in India in favour of NICS I payable at New Delhi.

Bid submitted for*	Amount (Rs.)
ANNEXURE 8 - Technical(I)	3,00,000
ANNEXURE 8 - Technical(II)	3,00,000
ANNEXURE 8 - Technical(III)	3,00,000
ANNEXURE 8 - Technical(IV)	3,00,000
ANNEXURE 8 - Technical(V)	3,00,000
ANNEXURE 8 - Technical(VI)	3,00,000
ANNEXURE 8 - Technical(VII)	1,00,000

*The EMD must to be submitted for each annexure - **Technical (I to VII)** for which the bid is being submitted.

2. The bid security, for the amount mentioned above, of successful bidder would be returned upon submission of Security Deposit (as required in the tender document). The bid security of all unsuccessful bidders will be refunded by NICS I at the earliest post signing of agreement and submission of the Security Deposits by the successfully empaneled bidders.

3. The bidders who are registered with NSIC under Single Point Registration Scheme or have an Udyog Aadhaar registration, shall be considered for exemption from furnishing the Tender Fee and EMD by the Competent Authority. In such cases, an attested copy of the Registration Certificate from NSIC must be furnished. Merely registration as a SSI Unit does not qualify the Firm for exemption from furnishing the Tender Fee/EMD. In the absence of a valid registration certificate relevant to the scope of requirements of the tender or proper Bank Draft/Bank Guarantee of Tender Fee/EMD amount, such bids shall be rejected straightway. . Bidders in the process of obtaining the relevant registration certificates, as required above, will not be considered for EMD exemption. Submission of false/inappropriate documents in this regard will result in summary rejection of Bid and such bidder will be debarred from participating in future tenders for a minimum period of three years
4. NICSI shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
5. The bidder, by submitting its application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to NICSI's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by NICSI as the mutually agreed pre-estimated compensation and damage payable to NICSI for, inter alia, the time, cost and effort of NICSI in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
 - a. If a bidder submits a non-responsive proposal;
 - b. If a bidder engages in any of the prohibited practices specified in this RFP;
 - c. If a bidder withdraws its proposal during the period of its validity as specified in this RFP and as extended by the bidder from time to time;

7.5 Non-Responsive Proposals

A proposal may be construed as a non-responsive proposal and ineligible for consideration:

1. If it does not comply with the terms & conditions, requirements of this RFP, failure to comply with the technical requirements, and acknowledgment of receipt of amendments
2. If a proposal appears to be "canned" presentations of promotional materials that do not follow the format requested in this RFP for prequalification, Technical and Commercial proposals or do not appear to address the particular requirements of the tender, and any such bids may also be disqualified.

3. If the technical or commercial proposal of the bidder does not adhere to the Bid Requirements of this RFP, the bid shall be declared as non-responsive and will not be evaluated further.

7.6 Language of the Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NICSI shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

7.7 Rights to the content of the Bid

All bids and accompanying documentation of the Technical proposal will become the property of NICSI and will not be returned after opening of the Technical proposals. The Commercial proposals that are not opened will be returned to the bidders. NICSI is not restricted in its rights to use or disclose any or all of the information contained in the proposal to experts/ consultants engaged in the evaluation of bid responses and can do so without compensation to the bidders. NICSI shall not be bound by any language used by the bidder in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

7.8 General Instructions

1. Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. NICSI will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements as outlined in this RFP.
2. Bidders shall furnish the required information on their Techno Commercial proposals in the required formats only.
3. Undertaking for subsequent submission of any of the required documents will not be entertained under any circumstances

8 BID OPENING AND EVALUATION

8.1 Bid Opening Sessions

1. Total transparency will be observed while opening the proposals/bids.
2. NICSI reserves the rights at all times to postpone or cancel a scheduled bid opening.

3. The bids will be opened, in two sessions, one for Bid Security and Eligibility Proposal and one for Commercial proposals of those bidders who qualify the Technical Evaluation Criteria, in the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address.
4. One authorized representative of each of the bidders would be permitted to be present at the time of aforementioned opening of bids.
5. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for NICSI, the Bids shall be opened at the same time and location on the next working day. However if there is no representative of the bidder, NICSI shall go ahead and open the bid of the bidders.
6. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
7. The EMD / bid security envelope will be opened first by NICSI for Pre-Qualification/Eligibility bid evaluation. The Bid Security envelope of the bidders will be opened on the same day and time, on which the Eligibility bid is opened, and bids for which the requisite Bid Security has not been received by NICSI or whose Bid Security is not in order shall be rejected.

8.2 Overall Evaluation Process

1. A three tiered evaluation procedure will be adopted for evaluation of proposals, with the eligibility evaluation being completed before technical evaluation and technical evaluation being completed before the Commercial proposals are opened and compared.
2. Eligibility/Technical evaluation will be done by a Technical Evaluation Committee of Officers (TEC) and Commercial Proposal will be evaluated by a Financial Evaluation Committee (FEC) against the Eligibility/Technical and Financial Criteria respectively and any other requirements as laid down in the RFP.
3. Pursuant to the eligibility criterion, bidders will be short listed for Technical evaluation.
4. NICSI will review the Technical bids, on the basis of the technical evaluation criteria as laid out in this RFP, of the short-listed bidders to determine whether the Technical bids are substantially responsive. Bids that are not substantially responsive are liable

to be disqualified. NICSI may seek inputs from their professional, external experts, external consultants in the Eligibility, Technical and Commercial evaluation process.

5. The Commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the Commercial bids are substantially responsive.
6. NICSI may seek clarifications from the Bidder on the Eligibility, Technical, & Commercial Proposal.
 - i. NICSI may seek any specific clarifications or missing document(s) to meet the tender requirement during the eligibility/technical and commercial evaluation stage. Irrespective of date of issuance of such document, the document submitted under clarification should be complying with the tender conditions before last date of submission of bid. If there is any lack of clarity in the submitted documents, TEC may ask concerned bidder representative to be present physically to prove their eligibility.
 - ii. If there are conditions attached to any financial proposal/bid, which shall have bearing on the total cost, the Financial Evaluation Committee shall reject any such proposal(s) as non-responsive. However, if the Committee feels it as necessary to seek clarification on any financial proposal(s) regarding taxes, duties or any such matter, NICSI may invite response(s) in writing.
 - iii. NICSI may call for clarifications/missing document(s) from the bidders and give them reasonable time period i.e. not exceeding more than 15 days. The bidder has the option to respond or not to respond to these queries.
 - iv. If the bidder fails to respond, within the stipulated time period or the clarification(s)/documents submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the clarification(s)/document(s) and the bid will be summarily rejected.
 - v. The request for clarification/missing document(s) shall be in writing and no change in quoted prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
 - vi. All such clarifications will be sent to the contact person of the bidder indicated in their proposal by email. All the bidders shall share the additionally asked documents/clarifications via email on or before the particular date and time (as per NIC server email time) as mentioned in the email seeking additional documents/clarification. All documents/ clarifications received up to particular

date & time shall be considered as a part of the offer and evaluated along with the tender. No document / clarification shall be accepted after the particular date and time as mentioned in the email.

8.3 Technical Proposal Evaluation

1. The TEC will short list the Technical bids on the basis of technical parameters including possible visit to inspect manufacturing and supply facilities either in India or abroad, if considered necessary. The short listed Bidders will be asked to bring one of each quoted model or improved latest model of same make as per specifications set out in **ANNEXURE 8 - Technical (I to VII)** for technical evaluation, along with their own test and measuring equipment, hardware/software and technical manpower at NICSI HQ/bidder premises or any other site as finalized by NICSI and as per the schedule intimated by NICSI. Bidders should be ready with quoted models by the scheduled date for technical evaluation. No request for subsequent extension of schedule (if informed) will be entertained.
2. During Technical Evaluation the quoted product will be physically verified for the required tender specifications, tested for reliability, through-put, functionality and other features as decided by the TEC. In case the bidder fails to bring the quoted products within the time frame given by NICSI for evaluation, the bid shall be rejected and EMD forfeited.
3. If during the technical evaluation, any of the System fails then no subsequent opportunity will be given to the Bidder (s). 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 than 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.
4. 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. In case a bidder does not make the required specialist along with proper documentation available, then such defaulting bidder shall be taken off the tender evaluation process and the bid will stand rejected.
5. Technical Bids will be evaluated as per the “**Clause 2 of Section 5.2 - Hardware Configuration Evaluation Mechanism**”. However NICSI reserves the right to amend / modify the evaluation procedure any time in the overall interest of the Tender.

6. The Systems to be supplied should work under the all the version of Operating Systems such as Windows & GNU/Linux.
7. Bidders are advised to ensure that the systems brought for evaluation conform to all technical parameters and is a tested system. Equipment not meeting complete tender specifications will not be considered for evaluation.
8. NICS I will bear the expenditure towards traveling, boarding & lodging of its technical officials visiting for technical demonstration/evaluation.

8.4 Financial Proposal Evaluation

1. Unless explicitly indicated, the bidder must not include any technical information regarding the services in the Financial proposal.
2. If considered necessary, revised Financial Bids may be called from the technically shortlisted Bidders, before opening the original Financial Bids.
3. The financial bids of only technically qualified bidders will be opened in the presence of their representatives, should they chose to attend the financial bid opening at the date and time as notified by NICS I
4. Financial Bid will be opened for each technically qualified bidder only for the qualified configuration/annexure.
5. **Criteria for deciding L1 bidder and lowest Unit rate for each configuration/annexure for ANNEXURE 10 - Financial Bid for Technical (I-VII):**
 - i. Each Desktop Configuration & Thin clients mentioned in the **ANNEXURE 10 - FINANCIAL BID** will be evaluated as a separate tender and L1 bidder for each item/configuration/annexure will be worked out separately.
 - ii. The foreign exchange rate for the foreign currency indicated (as import component) on last date of bid submission shall be taken as reference for Financial Bid Evaluation and selection of L1 bidder.
 - iii. L1 bidder in each of the configurations/annexures will be the bidder quoting the least Grand Total Value in the respective configuration/annexure i.e. the bidder quoting the least value of

GTV_{DS1A} Will be determined as L1 bidder for DS1 Config-A

GTV_{DS1B} Will be determined as L1 bidder for DS1 Config-B

GTV_{DS2A} Will be determined as L1 bidder for DS2 Config-A