

Tender Enquiry No. NIDMP/1-80/IT Eqpt/2020 /02 Dated: 06.10.2020

# **Notice Inviting E-Tender**

for supply, installation & commissioning of IT Equipment

## National Institute of Design, Madhya Pradesh

An Institute of National Importance under the Department for Promotion of Industry and Internal Trade (DPIIT) Ministry of Commerce & Industry, Government of India Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038 Tele No. 0755-6721000 Website: <u>www.nidmp.ac.in</u>

## Subject: Notice Inviting E-Tender for supply, installation & commissioning of IT Equipment.

On behalf of Director, National Institute of Design, Madhya Pradesh (NID MP) online proposal (Technical and Financial bids) are invited from eligible and reputed manufacturers/ OEM/ authorized distributors for supply, installation and commissioning of various IT Equipment, as given in schedule of requirement of this tender.

#### Schedule of Tender

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Tender enquiry Number	NIDMP/1-80/IT Eqpt/2020 /02	
Date/ time of release of tender through e-procurement solution	21.10.2020	6.00 PM
Date/ time of pre-bid meeting at National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038	28.10.2020	11.00 AM
Start date/ time of submission of online bid	21.10.2020	6.00 PM
Last date/ time of submission of online bid	11.11.2020	6.00 PM
Date/ time of opening of Technical bid	12.11.2020	11.00 AM
Date/ time of opening of Financial bid	Will be notified later	

Detailed Technical Specifications, Terms and Conditions, Scope of Work, various format and Performa for submitting the proposal are described in this tender document and its Annexure I to VII. For any query, please send email to procurement@nidmp.ac.in or contact on Phone No. 0755-6721007.

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### 1. Parties

The parties to the contract are the Tendering Firm/ Agency (Bidder) and National Institute of Design, Madhya Pradesh (NID MP).

#### 2. Two Bid System

- (i) Tender must be submitted as per two bid system (Technical and Financial). Both the bids must be submitted online, giving full particulars on website www.eprocure.gov.in on or before the last date and time of submission of e-bid. Please note that identical hardcopy of ONLY TECHNICAL BID ALONG WITH THE TENDER FEE AND EMD in sealed envelope must be submitted at NID MP's address mentioned in this document on or before the last date and time of submission of e-bid. Bids received after the date and time specified in this tender will not be accepted.
- (ii) Financial bid must be submitted online on www.eprocure.gov.in only. Financial bid submitted online only on www.eprocure.gov.in will be considered and if submitted in any other form will be not considered and rejected. NID MP reserves the right to accept or reject any or all the bids without assigning any reason.
- (iii) The Technical bid should be complete in all respects and should contain all the information asked for. The technical bid should not contain any Financial related rates/bid.The Technical bid should be complete to indicate that products and services asked for are quoted.
- (iv) The Financial Bid must give all relevant price information and should not contradict the Technical bid in any manner.
- (v) Bidder can download the bid document and further amendment, if any for free on www.eprocure.gov.in and upload the same on or before last date of submission of tender.
- (vi) Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.
- (vii) At any time prior to the deadline for submission of bids, NID MP, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & publish the same on website.
- (viii) Any amendments/corrigendum/modifications will be notified on www.nidmp.ac.in and www.eprocure.gov.in websites only. Bidders are advised to regularly browse these websites till last date of submission of tender. These amendments/corrigendum/modifications will be binding on them.
- (ix) The Bidder shall be deemed to have carefully examined all contract documents to his entire

satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the contract.

### 3. Schedule of requirements

This tender comprises of following schedules:

Sr. No.	Name of Schedule	Quantity
(i)	Workstation without monitor (as per tender specification Annexure II)	14
(ii)	Curved Display-37.5" (as per tender specification Annexure II)	01
(iii)	Curved Display-34" (as per tender specification Annexure II)	04
(iv)	Curved Display-27" (as per tender specification Annexure II)	08

Bidder may submit bid for any number of items. L1 for each item shall be worked out separately.

#### 4. Terms and Conditions

- (i) Terms and conditions for Bidders who participate in this Tender are specified in the section named "Terms and Conditions". These terms and conditions are binding on all the Bidders. These terms and conditions will be part of the purchase order.
- (ii) The Bidder should be agreeable to all the terms and conditions specified in the tender document. Conditional bids are liable for outright rejection.

#### 5. Bid validity Period

The bid should be valid for a period of 120 days from the date of the opening of technical bids.

#### 6. Address for Communication and delivery/ installation of equipment :

National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038

#### 7. Modification and Withdrawal of Bids

- (i) Bidders are allowed to modify or withdraw their bids any time before the last date and time specified for closing of the receiving period. No bid can be modified or withdrawn by a Bidder, after the closing date and time for submission of bids.
- (ii) In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money and Security Deposit, will be forfeited by the Institute. Besides this, the Bidder may also be liable to be debarred/ blacklisted from participating in the tendering process of NID MP in future and/or suitable penalty may be levied.

#### 8. Preliminary Scrutiny

- (i) NID MP will scrutinize the e-bids received to determine whether they are complete and as per Tender requirement, whether technical documentation as asked for and necessary to evaluate the bid has been submitted, whether the documents have been properly signed and whether all the items are supplied as per the requirements.
- (ii) NID MP may, at its discretion, waive any minor non-conformity or any minor irregularity in the bid. This waiver shall be binding on all the Bidders and NID MP reserves the right for such waivers.

#### 9. Clarification on Bids received

To assist in the scrutiny, evaluation and comparison of bids, NID MP may, at its discretion, ask some or all the Bidders for clarifications on the bid made by them. The request for such clarifications and the Bidder response will necessarily be in writing.

#### 10. No Commitment to Accept Lowest or Any Bid

- (i) NID MP is under no obligation to accept the lowest or any other bid received in response to this tender and reserves its right to reject any or all the bids including incomplete bids without assigning any reason whatsoever.
- (ii) NID MP will not be obliged to meet and have discussions with any Bidder and / or to entertain any representations.

#### **11.** Submission of Technical Details

- (i) It is mandatory to provide the technical information/bid in the exact format of (Annexure I) given in this Tender and upload document in support.
- (ii) The bid may be rejected by the NID MP in case of non-adherence to the format or partial submission of technical information as per the format given in the bid.
- (iii) The relevant product information, brand and model number supplied, product brochure, technical specification sheets etc. should be submitted along with the bid. Failure to submit this information along with the bid could result in disqualification.

#### 12. Make, Models & Part numbers

- (i) For workstations brands HP, Dell, Microsoft and for curved display HP, Dell & LG will only be accepted.
- (ii) Bidder can offer specifications superior to those mentioned in schedule of each IT equipment.
- (iii) All the equipment supplied must be of same make. Any equipment supplied other than OEM make will not be accepted. It is mandatory to provide make, model and part numbers of all items and their sub-components as asked in the technical specification. The bid may not be evaluated and/or will be liable for rejection in case of non-submission or partial submission of make, model and part numbers of the items supplied.

(iv) The supply of any substandard/assembled item will entail cancellation of whole supply order and forfeiture of EMD/Security deposit.

#### **13.** Format for Technical bid

The Technical bid should be made in an organized, structured and neat manner. The suggested sequence of uploading of documents in technical bid is as follows:

- (i) Covering letter. This should be as per Annexure IV.
- (ii) Technical bid as per Specifications as given in Annexure I, complete with all the columns filled in.
- (iii) Bill of quantity of material as per Annexure II. This table should not contain any price information in technical bid.
- (iv) Undertaking of Authenticity as per Annexure III.
- (v) Manufacturer's authorization form as per Annexure V.
- (vi) Details of support capabilities in Bhopal as per Annexure VI.
- (vii) Warranty details. This should not contain any price information.
- (viii) Technical Documentation (Product Brochures, leaflets, manuals, etc.).
- (ix) Software details as applicable.

#### 14. Financial Bid

- (i) The Financial Bid should be uploaded separately in the prescribed format of BOQ available on online procurement portal. The Financial bid Form shall contain only price details for items.
- (ii) All taxes and levies shall be included in quoted price for items/ equipment supplied and installed and will be borne by the Bidder only. No other charges such as packing, forwarding, cartage, insurance, loading and unloading, entry tax, demo, etc. will be allowed.
- (iii) The consolidated price quoted shall be firm and final and payable for the goods supplied and commissioned at NID MP campus. Rates shall be valid for the entire duration of the contract.

#### (iv) A Bidder can submit financial bid for any number of items.

#### **15.** Erasures or Alterations

The bids containing erasures or alterations will not be considered. Correct technical information of the product being supplied must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable.

#### 16. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates (abnormally high

or abnormally low) for any individual item will result in rejection of bid for that particular item.

#### 17. Criteria for Evaluation of Bids

- (i) Online bids (complete in all respect) received along with scanned copy of EMD, till the last date of tender, will be opened as per stipulated time and date indicated in Notice Inviting Tender of the tender document in presence of Bidder/ authorized representative of Bidder, if available at National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038.
- (ii) Physical copy of Bid along with EMD in the form of DD/ pay order will have to be submitted to NID in a sealed envelope before last date of submission of tender otherwise the bid will be rejected straightaway.
- (iii) The evaluation of bids will be done by a Tender Evaluation Committee (TEC) first on the basis of technical information furnished in form as per Annexure I to VI which is an eliminatory round and then on the basis of commercial information furnished in form as per Annexure VII.
- (iv) The criteria prescribed in respect of specifications of items, years of operation in the business, experience of similar class of work completed etc will first be scrutinized and the Bidder's eligibility for the work will be determined.
- (v) As a part of the process to evaluate the technical bids, Tender Evaluation Committee may also ask the Bidders to make a presentation/ demonstration before it.
- (vi) After evaluating the technical bids and on acceptance, then only financial bids will be opened.
- (vii) L1 bidder for each item would be decided separately at the time of opening of financial bids. NID MP will award work to the Bidder whose bid has been found to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be competent to perform the contract satisfactorily. NID MP shall however not bind itself to accept the lowest or any tender bid, wholly or in part.
- (viii) At the time of opening of Financial Bids, the price of each Bidder shall be read out on the spot. However, it shall be noted that the final Financial Bid prices would be arrived at after detailed scrutiny/ correction of arithmetical errors in the Financial Bid, if any.
- (ix) It must be kept in view that no decision will be given by the Tender Evaluation Committee. Any inferences drawn during the meeting of this Committee by the Bidders or their representatives will be their own view and the Institute will not abide by the same.
- (x) Supply order shall be awarded on the basis of bid value of individual items.

#### 18. NID MP's Rights

(i) NID MP reserves the right to accept/ reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.

- (ii) NID MP also reserves the right to modify and/ or relax, any terms & conditions of this tender document before last date of submission of tenders to safeguard its interest.
- (iii) Any failure on the part of the Bidder to observe the prescribed procedure and any attempt to canvass / influence NID MP for furtherance of his/ her interest, the Bidder's quotation will be cancelled forthwith. The decision of NID MP in this regard will be final.
- (iv) NID MP reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage, in case of any change in requirement.
- (v) NID MP reserves the right to award the work to more than one Bidder.
- (vi) NID MP reserves the right to blacklist a Bidder for a suitable period in case the Bidder fails to honour its bid after award of work without sufficient grounds.
- (vii) NID MP reserves the right to increase or decrease the quantity of goods and services originally specified in the tender without any change in unit price or other terms and conditions in the event of changes in requirement. No Bidder will be allowed to change the Financial bid if NID MP decides to drop any items from the schedule.
- (viii) All the items, for which financial bids are submitted, should be genuine and of the specified branded company. If the material supplied is found to be of non genuine/ substandard quality, the same will be returned/ replaced at the cost of the Bidder and the NID MP will not be responsible for any loss to the concerned Bidder for such supply.
- (ix) The tender document is valid for a period of six months from the date of issue. If supply order is not issued within this period, the process will have to start afresh.
- (x) The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract.

#### 19. Repeat Orders

NID MP reserves its right to place an additional repeat order for quantity equal to or below the items/ equipment covered in this tender at the same price and terms within twelve months of the date of release of purchase order.

#### 20. Online Bid Form

The bidder shall complete the online bid form and the appropriate price schedule furnished in the online bidding documents, indicating, inter alia for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

#### 21. Online Bid prices

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more items specified in the "Schedule of Requirement" and to offer

discounts for combined schedules. Prices indicated in the online price schedule shall be entered separately in the following manner.

#### I. For goods offered from within India:

- a. The price of the goods should be quoted for destination basis (FOR), charges towards freight, installation etc. may be mentioned inclusive of GST as applicable after referring the attached GST Notification.
- b. Any sales or other taxes/duties should be clearly mentioned, which will be payable on the goods in India if the contract is awarded.
- c. The price bid should be inclusive of charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination.
- d. Any element of cost, taxes, duties levies etc. not specifically indicated in the online bid, shall not be paid by the purchaser. If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.

#### II For goods offered from abroad

- a) The price of goods shall be quoted in FOR and the same should be mentioned in terms & conditions of the firm.
- b) The price bid should be inclusive of all charges for freight, custom clearing charges, inland transportation, insurance and other local costs incidental to delivery of goods to their final destination i.e. NID MP Campus.
- c) The terms FOB, CIF, CIP etc. shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS, published by the Chamber of Commerce, Paris.
- d) Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the Schedule of Requirements.

#### III. Bid currencies

- a. For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only.
- b. For imported goods prices shall be <u>quoted either in Indian rupees or may</u> be quoted in foreign currency and the portion of the allied work and services, which are to be undertaken in India (like installation & commissioning of equipment) are to be quoted in Indian currency. The exchange rate on the date of opening of financial bid will be valid for determining the price of goods and payment on delivery and installation.

#### **IV. Indian Agent**

- a) If a foreign bidder has engaged an agent in India in connection with its online bid it will be required to give the following information in the online bid:
  - i) Name and address of the Indian agent with their permanent income tax number.
  - ii) Details of the services the agent will render
  - iii) Agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees

#### V. Others:-

- (i) The Bidder quoting bid on behalf of foreign OEM shall quote in foreign currency inclusive of their agency commission. The Bidder quoting bid on behalf of foreign OEM, if selected, shall raise proforma invoice on the name of Principal OEM.
- (ii) The Bidder quoting bid on behalf of foreign OEM, if selected, shall be paid in foreign currency through Letter of Credit (LC)/FDD/Wire Transfer on successful completion of supply/installation.
- (iii) Minimum of three-year comprehensive on-site warranty and maintenance covering all components and software. This period will start from the date of acceptance of installation by NID MP officials in writing. Discounted Aacademic pricing to be considered while submitting the Financial proposal as NID MP being an academic institute.
- (iv) Payment shall be made through NEFT/ RTGS transfer only and TDS as applicable will be deducted, after satisfactory supply/installation of the said items.
- (v) NID MP shall be at liberty to withhold any of the payments in full or in part subject to recovery of taxes as applicable and recovery of penalties.
- (vi) No advance payment will be made in any case. 100% payment will be released after completion of work and final acceptance and testing.

#### 22. Qualification Criteria

Qualifying Criteria	Supporting Documents
Bidder firm should be a proprietorship/partnership firm/Company registered under relevant act and should be an established IT/ Telecom OEM/ authorised channel partner operating for the last five years as on bid submission date.	Copy of valid registration proof as on date
Bidder firm (not parent company) must have annual turnover of at least of Rs. one crore on standalone basis for each of the last three financial years ending on 31st March 2020.	Audited financial statements for the past three financial years. (i.e. FY 2017-18, 2018-19 and 2019 -20).
Bidder should have successfully delivered and installed similar laptops/ desktop PCs/ workstations or all of them combined to a central/ state government organization/ autonomous body/ PSU during last 3 years. i. One work of Rs 31 Lakh; or ii. Two works of Rs 19.5 Lakh; or iii. Three works of Rs 11.65 Lakh;	Copy of work order by central/state government organisation/ autonomous body/ PSU

Bidder should be of product OEM or Bidder has to submit MAF certificate in original (as per Annexure V) of OEM (workstations brands HP, Dell, Microsoft and for curved display HP, Dell & LG) indicating support & services with the technical bid.	Authorization letter from OEM after issue of tender document.
The Bidder should be registered under GST	Copy of registration should be submitted with the bid.
Bidder should not have been blacklisted / banned / declared ineligible / declared having dis satisfactory performance by government / quasi-government authority in India for supply of materials / carrying operations and maintenance work	An undertaking by an authorized signatory of the company needs to be submitted in this regard
Geographical presence of the Bidder in Bhopal is mandatory.	Bidder shall submit proof of the same in the form given in the document.

- (i) The IT equipment should have not been announced by the principals as end of life product or obsolete for at least next 6 year. Lifecycle of the propose appliances, software availability and product roadmap should be submitted.
- (ii) Bidder should arrange & submit letter from OEM on back to back support for the supplied MAF and EMD are not required in case if OEM is submitting their bid directly.
- (iii) Bidders, other than sole agents in India of the manufacturers, must submit a letter of authority from manufacturers that they have been authorized to quote on behalf of the manufacturer.
- (iv) The System Integrator / authorized partner are required to submit by way of a Demand Draft of any Nationalized Bank the following amount in favor of National Institute of Design, Madhya Pradesh as Earnest Money Deposit (EMD) along with their bid:

Sr. No.	Item for which bid is submitted	EMD Amount (Rs.)
1	Workstation without monitor	70,000
2	Curved Display-37.5"	3,000
3	Curved Display-34"	6,000
4	Curved Display-27"	9,000

- (v) The Bidder shall have to calculate the EMD amount, based on the number of IT Equipment for which the bid is being submitted and submit the total amount in the form of a single DD/ pay order.
- (vi) Bids submitted without E.M.D. will be rejected. Earnest Money Deposit (EMD) must accompany the technical bid physically submitted, as specified in this tender document.

#### 23. Security Deposit

- (i) Prior to expiration of the period of Bid validity, NID Madhya Pradesh will notify the successful Bidder and issue a work order/ purchase order after which the bidder needs to submit the security deposit in the form of Bank Guarantee (BG)/ Demand Draft/ FDR within fifteen (15) working days of receipt of award. The Bank Guarantee/ Demand Draft/ FDR shall be equal to 5% of the value of contract. The Bank Guarantee shall be valid for a duration of Warranty period plus 60 days.
- (ii) The Bank Guarantee/ Demand Draft/ FDR will remain with NID MP for the period of warranty plus 60 days and will be returned to the selected bidder after certification by IT Services- NID Madhya Pradesh. No interest will be payable on the security deposit.
- (iii) Upon the successful Bidder's furnishing of Performance Bank Guarantee/ Demand Draft/ FDR and signing of contractual documents, The EMD of all Bidders will be refunded within 10 days after placement of purchase order/ supply order.
- (iv) NID MP shall be at liberty to set off/adjust the proceeds of the Performance Bank Guarantee/ Demand Draft towards the loss, if any, sustained due to the Bidder's failure to complete its obligations under the contract. This is without prejudice to the NID MP's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.

### **General Terms and Conditions:**

#### 24. Delivery, Installation, Commissioning

- (i) The Bidder shall be responsible for Shipment, delivery and installation of various IT Equipment at the site and for making it fully operational at no additional charges as follows:
  - (a) Shipment of various IT Equipment within 6 weeks from the date of Purchase Order.
  - (b) Installation of various IT Equipment within 6 weeks from the date of material received at NID MP campus.
- (ii) If the Bidder fails to ship and install the various IT Equipment within the stipulated time as mentioned in the schedule, NID MP reserves the right to claim the liquidated damages and cancel the purchase order.
- (iii) At the discretion of NID MP, there will be an acceptance test conducted by NID MP's technical team members and/or its nominated consultants after installation.

#### 25. Order Cancellation

NID MP reserves its right to cancel the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:

- (i) Delay in delivery beyond the specified period for delivery.
- (ii) Delay in installation beyond specified period in the Tender.
- (iii) Serious discrepancy noticed during the inspection.

#### 26. Acceptance Tests

- (i) At its discretion, NID MP will conduct acceptance test. The test will check for trouble-free operation of various IT equipment for two weeks in addition to physical verification and testing. There shall not be any additional charges payable by NID MP for carrying out this acceptance test.
- (ii) In the event of any errors and bugs detected during acceptance test, will result in corrective action required by the Bidder, the schedule for acceptance test will be agreed to a mutually convenient date at the cost and expenses of the Bidder.

#### 27. Software

The Bidder will supply all the original Bundled software as applicable. If any software is found to be fake, the performance guarantee will be forfeited, Bidder will be blacklisted, and legal proceedings will be initiated by the Institute.

#### 28. Scope of Work

- (i) The scope of work will cover supply and installation of various IT Equipment at NID Madhya Pradesh with three-year OEM warranty.
- (ii) The Bidder should bid, supply and install all associated components that may be necessary to carry out the complete job.
- (iii) The Bidder is required to submit the complete documentation for solution and associated subscription components.

#### 29. Warranty

- (i) The bid must include a minimum three-year comprehensive on-site warranty including licensing if any as per tender specification Annexure II.
- (ii) The Bidder will re-install the software and replace the hardware supplied during the warranty period, in case of hardware failure, at no additional charge.
- (iii) The Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, Bidder shall maintain and repair/replace at the site all defective components, at no charge to NID MP.

#### 30. End-of-life / obsolete components

Bidders must bid the latest model that are not announced by the principals as end of life product or obsolete at the time of shipment.

#### 31. Spare parts

If any of the components are not available during the warranty period, in such case Bidder must replace it with equivalent or higher capacity.

#### 32. Support

Bidders are also required to submit details like address of the nearest support center, detail support escalation matrix, number of service engineers available along with their names, telephone/mobile numbers, for warranty service etc.

#### 33. Penalties

(i) Delay in shipment, delivery and installation: NID MP will charge penalty @ 0.5 % of the total order value per week for the delay in shipment, delivery and installation of IT equipment at NID MP campus beyond 6 weeks from the date of purchase order, subject to a maximum 10% of the total order value.

(ii) After the maximum penalty value is reached, the order will be cancelled and NID MP will initiate

necessary action as per terms of the tender.

#### (iii) Delay in Repair

- (a) various IT equipment and associated components that is reported to be down on a given date should be either fully repaired or replaced within 2 working days. The problem reported by NID MP will be through a telephonic message or any other mode of communication as NID MP may decide.
- (b) In case Bidder fails to repair or replace the IT equipment within 2 working days, there will be a penalty @ rupees 500 per day from the third day.

#### 34. Termination

NID MP may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the NID MP.

#### 35. Quality Standards

NID MP is looking for well proven / designed and quality product, which is used by a large number of users in India / abroad. All items quoted should be associated with specific model numbers and names and with literature. Any deviations from the specifications as given in **Annexure II** should be clearly listed in Annexure called "deviations" giving reasons thereof.

#### 36. Subcontracts

The Bidder shall not assign to others, in whole or in part, their obligation to perform under the contract, except with the NID MP's prior written consent.

#### 37. Indemnity

Bidder shall indemnify, protect and save NID MP against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the items supplied by Bidder.

#### 38. Original Hardware and Software

- (i) Bidder should guarantee that all the components delivered to NID MP are genuine and brand new. In the case of software, the Bidder should guarantee that the software supplied to NID is licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.
- (ii) If any hardware and software is found to be fake, the performance guarantee will be forfeited, Bidder will be blacklisted and legal proceedings will be initiated by the Institute.

#### 39. Force Majeure

- (i) Bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e. Force Majeure.
- (ii) For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake, natural calamity and fire, events not foreseeable but does not include the Bidder's fault or negligence or carelessness on the part of the Bidder, resulting in such a situation.
- (iii) In the event of any such intervening Force Majeure, the Bidder shall notify NID in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by NID, the Bidder shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- (iv) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, NID MP and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of NID MP shall be final and binding on the Bidder.

#### 40. Resolution of Disputes

All disputes and differences of any kind whatsoever, arising out of or in connection with this Bid or in the discharge of any obligation arising under this Bid (whether during the progress of the work or after completion of such work and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party, and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of the arbitration shall be **Bhopal**.

#### 41. Jurisdiction

In the event of any dispute not resolved amicably as enumerated in clause 18 above, Bhopal shall be considered as the place of execution of this contract arrangement and only courts in Bhopal alone shall have jurisdiction in the matter.

#### Annexure I – Technical Bid

1. Name & Postal address of Bidder:

Telephones Nos.:

Fax Nos.

E-mail: Mobile Nos.:

2. Name & address of Owners/ Partners/ Directors:

3. Nature of Firm/ Agency (Sole/ Partnership/ otherwise) :

4. GST Registration No. (Upload copy):

5. PAN No. (Upload copy):

6. Details of the turnover for the last three financial years (indicate year-wise and upload audited document) :

(i) FY 2017-18 (ii) FY 2018-19 (iii) FY 2019-20 -

7. Upload Supply orders/ Completion certificates as per details given in tender in support of experience for having undertaken a similar work in the last three years.

8. Has your organization been placed in defaulter category or debarred by any Govt. Department/ PSU/ Autonomous Body? -

9. Bank Details:

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### Check list to Technical Bid

S. No	Check List of Documents/ Undertakings	Yes/ No and Page No.	Remarks (Give reasons if answer is No)
1.	Is the demand draft/ banker's cheque towards EMD, submitted to NID MP along with original bid?		
2.	Is copy of demand draft/ banker's cheque towards EMD, uploaded?		
3.	Is copy of GST No. certificate uploaded?		
4.	Is copy of PAN No. certificate uploaded?		
5.	Audited financial statements for the past three financial years. (i.e. FY 2017-18, 2018-19 and 2019 - 20) uploaded?		
6.	Are copies of supply orders in support of experience for having undertaken similar works in the last three years uploaded?		
7.	Whether the Authorization letter from OEM (MAF as prescribed format at Annexure V) after issue of tender document uploaded?		
8.	Whether the Copy of valid registration proof as on date uploaded?		
9.	Whether the MSME/Start-up valid certificate for Tender fee and EMD Exemption uploaded?		
10.	Whether an undertaking against blacklisting by an authorized signatory of the company uploaded?		
11.	Whether the proof of availability of Service Centre established by OEM or Channel partner in Bhopal for after sales service uploaded?		

Place:	Signature of the Proprietor/ Authorized Signatory
Date:	Rubber Seal indicating complete address
	D

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## Annexure II – Technical Details & Specifications

Features	Qualifying Minimum requirements
Make and Model	Workstation
Processor	Intel XeonW-2223 3.6GHz 4Core
Chipset	Intel C422
RAM	32 GB ECC, DDR4, 2933MHz memory; Total 8 DIMM Slots
BIOS	BIOS of the Workstation to have tool for Enhanced security features like self- healing, regular checks.
Drive Controllers	Onboard 6-Channel SATA @ 6Gbps (RAID 0,1,5,10)
Hard Disk	512GB M.2 PCIe NVNe Solid State Drive(Class 40), 1TB SATA 7200 RPM HDD Option for future expansion of additional up to 4 SATA/SSD Hard drives.
Optical Drive	9.5mm Slim Super Multi DVD Writer
Graphics Card	NVIdia Quadro P1000 with 2 nos mDP to DP
Bays	2 x External 5.25" 2 x Internal 3.5" 2x M.2 PCIe x4 Gen3 Slot for SSDs, Slim Optical Drive bay
Slots	1 x PCle x8 Gen3, 2 x PCle x16 Gen3 2 x PCle x4 Gen3 All PCl Express slots should be open-ended.
Security	BIOS controlled electro-mechanical internal chassis lock for the system.
Ports	Front: 4 USB 3.1, 1 Headphone, 1 Microphone Rear : 4 USB 3.1, 2x RJ-45 integrated Gigabit LAN (1x supporting Intel AMT), 2 PS/2, 1 Audio Line-In, 1 Audio Line-Out, 1 Microphone
Keyboard and Mouse	Minimum 104 keys USB Keyboard and USB Optical Scroll mouse - Same make as that of the workstation
Audio	High Definition Integrated Audio with Internal speaker.
Power Supply	Minimum 1000 Watts, active Power Factor Correction, 90% Efficient Power supply, EPEAT Silver certification for the system model. Power supply should support standalone self-test.
Chassis	Tool less chassis with easy access. Provision for Kensington lock and Panel lock required. Integrated handles on the chassis. System should be rack-mountable

### 1. Technical specification for Workstation without monitor

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Operating System	Windows 10 Professional for Workstations. System should be certified for running RHEL and SLED.
	Hardware or Software based Remote Collaboration system which can help remotely access 3D data across network has to be supplied with the system.
Remote	<ul> <li>It should allow collaboration between multiple participants on an OpenGL 3D or DirectX applications.</li> </ul>
Collaboration Software	<ul> <li>It should support One to One for remote work and One to many for collaboration with keyboard and mouse control.</li> </ul>
	<ul> <li>Application should be stateless and should not transfer actual data over the network.</li> </ul>
	- Pixel information or images should be 128 SSL encrypted.
	- Should work on both Linux and Windows and should be inter-operable.
	1. The hardware vendor should supply an automatic system performance tuning and monitoring software on Windows.
Additional Software	2. The tuning software should have modules for resource monitoring over a long period of time and should be capable of showing GPU utilization (GPU, Graphics memory and Codec activity) for both Graphics and GPU Compute cards.
	3. A complete Offline Diagnostics and Asset Discovery software suite should be supplied along with the system.
Warranty	3 years onsite parts and labour warranty for system and monitor
Certification and Compliance	EPEAT Silver or higher, Energy Star, FCC, RoHS, WINDOWS 10, UBUNTU 16 or later, SLED 12 or later, RHEL 7.5 or later , DS CATIA, Solidworks, Simens UG /NX , PTC CREO , Autodesk Application, AVID
Dust Filter	OEM should provide serviceable dust filter for avoid workstation failures due to dust and it should be connected into the workstation

## 2. Technical specification for Curved Display-37.5"

Feature	Minimum Requirement			
Product Requirement	37.5-inch Curved Display ( 2300r)			
Panel Type	IPS			
Micro-Edge Bezel	3 sided			
Viewable Area (diagonal)	95,29 cm (37.5 in) widescreen			
Aspect Ratio	21:09			
Viewing Angle	Up to 178° H/ 178° V (10:1 minimum contrast ratio)			
Contrast Ratio	1000:1 (Static); 5,000,000:1(Dynamic)			
Response Rate	5ms (GtoG)			
Brightness	300 (cd/m2)			
Color Depth Support	16.7 Million Colors			
Backlight Lamp Life	30K hours Minimum			
Color Gamut	98% of sRGB			
Native/ Maximum Resolution	3840 x 1600 @ 60Hz			
Video Input Ports	HDMI 2.0, DisplayPort 1.2 , 1 x USB Type-C			
Video Cables Shipped	1 x HDMI 1.8 m (5.9 ft), 1 x DisplayPort 1.8 m (5.9 ft)			
Power Supply	Auto-Ranging, 100 to 240 VAC; internal power supply, 50 Hz/60 Hz			
Tilt Range	-5° to + 20° vertical			
Swivel Range	45°L to 45°R			
Height Adjustment	Adjustment Range: 120 mm Min (desk to bottom of display): 39 mm Max (desk to bottom of display): 159 mm			
Environmental Features	Monitor should be RoHS compliant. It should use mercury-free display backlight and arsenic-free display glass.			
Security	Lock Ready			
External Mounting	Quick Release kit for screw-less mounting and removal of the monitor should be supplied integrated. VESA External Mounting ready (Standard 4-hole pattern, 100 mm)			
Cable Management	Enhanced cable management for easy concealment of power, video and USB cables. Effortless routing of cables through the cable management tunnel at the base of the column			
USB Version	3			
USB Hub	3 downstream ports, 1 Upstream Ports			
Audio Output	Audio out (headphone) jack			
On Screen Display (OSD) User Controls	Brightness, Contrast, Color Control, Input Control, Image Control, Power Control, Menu control, Management, Language, Information			
Pixel Pitch	0.22908 X 0.22908 mm			
Warranty	3 years comprehensive onsite.			

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3.	Technical	specification	for	Curved	Display-34"
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Features	Qualifying Minimum requirements	
Size	34 inch Curved	
Resolution	3440 x 1440	
Aspect Ratio	21:09	
Brightness	300 cd/m2	
Viewing angle	Up to 178° horizontal/178° vertical typical	
Contrast Ratio	3000:1 Static	
Response Times	7 ms or better	
Colour Gamut	99.50%	
Video Ports	1 DisplayPort	
VILLEO POILS	1 HDMI	
USB Ports	2 USB Type C	
USB POILS	2 USB Type A	
Audio Ports	1 Line in	
Addio Ports	1 Headphone output jack	
Webcam	Integrated 720p HD with dual microphones	
Speaker	4 speakers, 7W per channel	
Certification	FCC, CE, RoHS, BIS,	
	ISO 9001, 14001 for OEM	
Warranty	3 Years comprehensive Onsite	

## 4. Technical specification for Curved Display-27"

Features	Qualifying Minimum requirements
Size	27 inch Curved
Input	Display Port 1 nos
Connectors	HDMI Port 1 nos
	USB Type C 1 nos
Brightness	300 cd/m <sup>2</sup>
Aspect Ratio	16:9
Contrast Ratio	1000:1
Resolution	1920 x 1080 @ 60 Hz
Screen Coating	Anti-Glare, Plug and Play; User programmable; Anti-static
Viewing Angle	178° horizontal;
horizontal	
Viewing Angle	178° vertical;
vertical	
Weight	Not more than 15 KG.
Speaker	Yes

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Audio Ports	1 Line in	
	1 Headphone output jack	
Accessories	AC power cord, Remote control, HDMI cable, DisplayPort cable etc	
User Control	Menu, Plus ("+")/Next Input, Minus ("-")/Viewing Modes, OK/Information, Power	
Software	Partition your screen so that multiple application windows can be open at the same time.	
Manufacturer	3 Years comprehensive Onsite	
Warranty		

The detailed technical specifications as given in Annexure II for the various IT Equipment are indicative major requirements. All necessary/required components to configure above must be included and mentioned in the bid to install various IT Equipment as per NID requirements.

#### **Annexure IV - Covering letter format**

Date:\_\_\_\_\_2020

Bid Reference No.:

The Registrar National Institute of Design, Madhya Pradesh Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038

- 1. Having examined the Tender document including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, bid to supply, deliver, commission hardware in conformity with the said Tender in accordance with the Schedule of Prices indicated in the Financial bid and made part of this bid.
- If our bid is accepted, we undertake to commence delivery within 6 weeks and to complete installation and commissioning of all the equipment as specified in the Bid document within 6 week calculated from the date of receipt of your Notification of Award / Letter of Intent.
- 3. We agree to abide by this bid till 120 days from the date of opening of the technical bid by NID and our bid shall remain binding upon us and may be accepted by NID any time before the expiration of that period.
- 4. Until a formal contract is prepared and executed, this bid, together with NID's written acceptance thereof and NID's notification of award, shall constitute a binding contract between us.
- 5. We understand that NID is not bound to accept the lowest or any bid NID may receive without assigning any reason whatsoever.

Dated this \_\_\_\_\_day of \_\_\_\_\_2020

Signature:\_\_\_\_\_\_ (in the Capacity of:) \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of the bidder

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#### Annexure III - Undertaking of Authenticity for IT Equipment

- 2. We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate [e.g. product keys on certification of authenticity in case of Microsoft Windows operating system] and also that it shall be sourced from the authorized source (e.g. authorized Microsoft channel in case of Microsoft operating system).
- 3. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM suppliers at the time of delivery or within a reasonable time.
- 4. In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the Desktops, laptops and monitors without demur, if already supplied and return the money if any paid to us by you in this regard.
- 5. We..... (Bidder name) also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorized service centre / reseller / SI etc.

Authorized Signatory

Name :

Designation :

Date :

Place :

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#### Annexure V – Manufacturer's Authorization Form (MAF)

Date:

The Registrar National Institute of Design, Madhya Pradesh Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038

#### Sub: Authorization Letter for Bidding for the above tender

#### Dear Sir,

- 2. We hereby extend our full guarantee and warranty for the goods supplied by us and Confirm that the products quoted are not end of life products and we confirm that we would provide post warranty support including spares, patches for the quoted products available for next 6 years. (3 Year warranty + 3 year extended)

Yours faithfully,

Authorized Signatory

This letter of authority should be on the letterhead of the manufacturer/ OEM and should be signed by a competent representative of the manufacturer/ OEM.

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## Annexure VI - Details of Service Support Capabilities in Bhopal

Name of the Person	
Postal Address	
Contact numbers *	
Number of engineers with their qualification, expertise in the field	
Time required to report to a call	

\*Bidder is required to submit detail support escalation metrics.

Date :

## **Authorized Signatory**

#### Annexure VII – Undertaking against Blacklisting

It is certified that my Firm/ Agency/ Company has never been **blacklisted** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or state Government and no criminal case is pending against the said Firm/ Agency/ Company as on \_\_\_\_\_.

Name of the Signatory
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Name of the Firm/ Agency \_\_\_\_\_

Seal of the Firm/ Agency \_\_\_\_\_

Place: \_\_\_\_\_

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

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