

TENDER NO:
NIC/PRO/270000/IT/CSR/06/2017
For Desktops and Peripheral Devices



National Insurance Company Limited
Pune Regional Office,
Bhauasaheb Shirole Bhavan,
4th Floor, P M T Building,
Deccan Gymkhana, ShivajiNagar,
PUNE- 411 004
Ph no: 020-25532586 Fax: 020-25531807

CONTENTS

S. No.	Section	Description	Page
1	Section I	Definitions, General Terms and Conditions	3
2	Section II	Specific Terms and Conditions	20
3	Section III	Contents of Particulars of Pre-Qualification Bid	32
4	Section IV	Minimum Technical Specification of the Items Required & Scope of Work	44
5	Section V	Contents of particulars of Technical Bid	48
6	Section VI	Contents of particulars of Commercial Bid	55
7	Section VII	Format of Contract	58
		Format of Performance Bank Guarantee	59
		Format of Purchase Order	65
		Annexures: Annexure I – List of Schools & Locations of Delivery	68

SECTION - I

Definitions, General Terms and Conditions



**National Insurance Company Limited
Pune Regional Office,
Bhausahab Shirole Bhavan,
4th Floor, P M T Building,
Deccan Gymkhana, ShivajiNagar,
PUNE- 411 004
Ph no: 020-25532586 Fax: 020-25531807**

1.1 Definitions:

In this tender document the following terms shall be interpreted as indicated below:

- a) 'NIC' means National Insurance Company Limited – Refer to company website www.nationalinurance.com for more information about NIC .
- b) The 'Purchaser' means National Insurance Company Limited.
- d) The 'Desktops' means **Desktop Computers** and Peripherals, Operating System, related Software, drivers, manuals and other accessories for the applicable items, which the Supplier is required to supply and install at the locations mentioned by the Purchaser under the order/contract, as per specifications detailed in **Section IV** of this Tender Document.
- e) 'Peripheral Devices' means UPS,LCD Projectos, Projector Screens and the related accessories, which the Supplier is required to supply and install at the locations mentioned by the Purchaser under the order/contract, as per specifications detailed in **Section IV** of this Tender Document.
- f) The 'Contract' means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the Purchaser and the Supplier, including all attachments and Annexure thereto and all documents incorporated by reference therein. The contract also covers the terms & conditions and other points mentioned in the tender forms including the accepted deviations (if any). A specimen of the Contract has been given in **Section – VII**
- g) 'OEM' Means Original Equipment Manufacturer of the 'Desktops' and peripherals devices mentioned in section-IV of this tender document.
- h) The 'Supplier/Authorized Channel Partner/ Authorized Service Partner (ASP)' means the person or the firm or the company with whom the order for the Delivery and Installation of the Desktops and other peripheral devices /Maintenance/Services is placed, and shall be deemed to include the Supplier's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assignees, as the case may be unless excluded by the terms of the contract.
- i) The term 'Bidder' means 'Supplier/Authorized Channel Partner/Authorized Service Partner (ASP)' till submission and evaluation of TENDER. The term 'Bidder' may include Original Equipment Manufacturer (OEM) wherever applicable. At the time of issue of Purchase Order and signing of Contract, the successful Bidder will be termed as 'Supplier'.
- j) The 'Bid Price/Contract Price' means the 'Total Price' (As per column 'B' of Table 'A', Section-VI) payable to the Supplier subject to liquidated damages (if any) under the contract.
- k) The 'Contract Value' means the total cost of all 'Desktops and peripheral devices', related Software and other accessories to be supplied and installed and related services by the Supplier.
- l) 'EMD' means Earnest Money Deposit being the amount to be deposited by the bidder to NIC in the form of Demand Draft along with the bid.
- m) 'PBG' means Performance Bank Guarantee to be submitted by the supplier as the guarantee of performance against the concerned Order.
- n) The 'Order' means the Purchase Order issued in favor of the successful Bidder.
- o) 'Service' means services ancillary to the supply of the 'Desktops and peripheral devices', such as transportation, insurance, installation & commissioning,

- maintenance, any other incidental services and obligations of the Supplier covered under the contract.
- p) The term ‘Authorized Signatory’ as used in the Tender document shall mean one who has digitally signed the Tender and he/she should clearly indicate the capacity in which he / she has signed the Tender and the company or firm shall be bound by his / her signature.
- q) Wherever the word ‘he’ appears in this document, it shall be deemed to include ‘she’, ‘it’ as may be appropriate.
- r) Inspection team will consist of NIC officials and/or any other Inspection Agency appointed by NIC.
- s) ‘NIC Address’ means the address for bid submission and opening of Tender /verification/ Technical evaluation of Desktops and peripheral devices and is as follows:

**National Insurance Company Limited
Pune Regional Office,
Bhausahab Shirole Bhavan,
4th Floor, P M T Building,
Deccan Gymkhana, ShivajiNagar,
PUNE- 411 004
Ph no: 020-25532586 Fax: 020-25531807**

Bank Details:

**BANK OF INDIA
LAXMI ROAD BRANCH
A/C NO. : 050520110000075
IFSC: BKID0000505
MICR: 411013004.**

NIC reserves the right to extend the last date/time for submission of bids or modify the Technical Specifications/locations of delivery/conditions stipulated in any one items of this Tender Documents till final bid submission date and all such changes/modification will be informed through NIC website: www.nationalinsuranceindia.com

1.2 Application:

The General Terms and Conditions of the Tender as laid down in this section shall apply over and above the provisions of the contract to the extent not specifically mentioned in the contract.

1.3 Earnest Money Deposit (EMD):

The offer for supply, installation, commissioning and maintenance of ‘Desktops and peripheral devices’ must be accompanied with a deposit in the form of Demand Draft (DD)/NEFT/RTGS/BG for amount mentioned in Section II payable at Pune in favour of “National Insurance Company Limited” issued by any Scheduled Bank, in original as a offline document, which would carry no interest. Non-submission of EMD along with Pre-Qualification Bid will disqualify the Bidder and his Technical and Commercial Bids will not be entertained.

The **EMD** and/or the Performance Guarantee to be furnished by the successful Bidder may be forfeited if the Bidder:

- i. Withdraws his bid at any time before the LOI or Purchase Order or Advice for execution is issued against the respective Tender.
OR
- ii. Fails or refuses to receive the Purchase Order within three working days from the date of issuance of the Purchase Order.
OR
- iii. Fails or refuses to execute the work after having been identified as L1 before or after LOI/Purchase Order/Advice for execution is issued.
OR
- iv. Fails or refuses to furnish the Performance Guarantee of 15% of the Contract Value
OR
- v. Fails or refuses to execute the Contract
OR
- vi. Fails or refuses to execute the work as per the Contract
OR
- vii. The 'Desktops and peripheral devices' supplied are not accepted by NIC Official/s and/or Consultant/s of NIC due to noncompliance of any terms & conditions of Tender.
OR
- viii. Fails to commence the delivery within eight weeks for all locations from the date of receipt of Purchase Order.
OR
- ix. Fails to commence the Pre-despatch Inspection within six weeks from the date of receipt of Purchase Order, for reasons exclusively attributable to the supplier/channel partner/ OEM.
OR
- x. EMD may be forfeited if bidder fails to provide passphrases using which he/she has encrypted bids (PQB, Technical, Financial as applicable) prior to commencement of Online Public Tender Opening Event

1.4 Pre-Qualification:

Pre-Qualification Bids will be evaluated based on eligibility criteria as mentioned below:

ELIGIBILITY CRITERIA FOR supply, installation, commissioning and maintenance of 'Desktops and peripheral devices' as mentioned in section IV:

- (i) The bidder should be **Original Equipment Manufacturer (OEM) or Authorized Channel partner or Authorized Service Partner of the manufacturer holding authority from the OEM to deal with the National Insurance Company Limited on behalf of the manufacturer**, for the products quoted for.
 - a) This shall be supported by appropriate documentary proof with competent authority, having POA from OEM.

- b) The Bidder should be **capable of delivering and installing the systems specified in this Tender document within a period of eight weeks for all locations** from the date of issue of the Purchase Order.
 - c) The Bidder should have **sold ‘Desktops and peripheral devices’ as mentioned in section IV in India for the last 3 years and should have a minimum turnover of Rs. 50.00 crore (including those mentioned in section IV) in at least any two of the following three financial years i.e. 2012-13, 2013-14 and 2014-15.** This has to be substantiated by the audited Balance sheet of the Firm / Company for the relevant years.
- (ii) The Bidder should have posted net profit/positive Net Worth in last three financial years. This has to be substantiated by the audited Balance sheet of the Firm / Company for the relevant years.
 - (iii) The Bidder should have service support infrastructure in Pune/Ahmednagar district as mentioned in this tender document.
 - (iv) The Bidder (In case of OEM, either OEM directly or through channel partner) should have executed at least three single Work Orders each with a minimum value of Rs.50 Lakhs (Rupees Fifty Lakhs Only) only during the last three financial years. Photocopies of Work order have to be submitted as a documentary proof.
 - (v) The OEM/ Bidder should be having following valid Certifications at the date of opening of TENDER and must enclose copies of such certificates namely:
 - a. ISO 9001:2008
 - b. ISO 14001:2004

BOTH THE BIDDER AND OEM SHOULD BE 9001 & 14001 COMPLIANT

The Technical and Commercial bids of the Bidders who do not conform to the Pre-Qualification eligibility criteria will not be opened. However, the EMD of such Bidders will be returned in due course.

1.5 Technical Specification:

The technical specifications of the proposed ‘Desktops and peripheral devices’, should comply with the technical specifications as given in **Section – IV**. National Insurance Company Limited has the sole discretion to accept or reject bids with deviations from the technical specification given in **Section – IV**. The technical specifications are the minimum requirements and the Bidder may offer higher/better specification/configuration.

1.6 Technical evaluation:

The evaluation of the Technical bids may be done in two stages:

- (a) Evaluation of the Technical bid documents submitted by the Bidders.
- (b) Evaluation of the offered model/s of ‘Desktops and peripheral devices’ by physical verification/demonstration.
 - i. The successful Bidders at Pre-qualification stage, must submit one sample of the ‘Desktop and peripheral device’ along with image software as required by NIC prior

to the day of opening of the technical bids for verification of the technical Specifications as in bid document failing which their Bids will not be considered for further evaluation.

- ii. The Bidders will be required to demonstrate, the functionalities of the 'Desktops and peripheral devices' for verification of the technical specifications offered in the Tender, to the officials and Technical Evaluators of the Company at 'NIC address' or any other location on the specified date and time as specified by NIC.
- iii. Failure to comply with this requirement may result in disqualification of the bidder and cancellation of the bid submitted by him.
- v. The Commercial bids of only those Bidders who qualify at technical bid evaluation stage and whose products are found to meet with the specifications offered by them after the above physical verification and demonstration, will be opened on specified date and time in Section II.

1.7 Price Schedule:

1.7.1 All quotes are to conform to the format as per Price Schedule in Section – VI; Quotes should be only in INR.

1.7.2 The Bidder will submit their quotations after carefully examining the documents/conditions. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information necessary to enable him to prepare and submit a proper quotation.

1.7.3 It will be the responsibility of the Bidder to take care of all formalities, if any, necessary as per orders of any government/non-government authority in force at the point of time of delivery of said items.

1.7.4 The final price for evaluation for the supply, installation and commissioning of the 'Desktops and peripheral devices' would be decided on the basis of L1 decided through reverse auction.

1.7.5 **The Supplier shall agree to maintain the price and configuration until execution of the entire order or one year from the placement of the Purchase Order whichever is later.** NIC may issue a repeat order during this period for a quantity not exceeding 50% of the total quantity of Desktops and peripheral devices procured under this tender.

1.7.6.1 Arithmetical errors will be rectified on the following basis:

- a. If there is discrepancy between words and figures, words will prevail.
- b. If there is a discrepancy between the break-up price and total price, the break-up price shall prevail.
- c. If tax amount does not corroborate with the tax percentage mentioned in the price bid, the tax percentage prevails and amount shall be corrected up to two decimals.
- d. The total amount shall be rounded off to Rupees for the purpose of determining L-1 bidder.

1.8 Pre-Dispatch Inspection (PDI):

NIC at its discretion may ask for Pre-Dispatch inspection (PDI) of 'Desktops and peripheral devices', as per the Purchase Order to be placed with the technically qualified and lowest

quoted Bidder/s which will be done by the Technical Evaluators /and or Officials of NIC at the vendor's site/factory site(location) of the OEM/Dealer/Supplier within Ahmednagar /Pune / Mumbai District prior to dispatch of products.

The Supplier/s will intimate NIC as to when the systems/Products as per Purchase Order are ready for shipment for pre-shipment inspection, prior to dispatch. The supplier shall submit the serial numbers of the 'Desktops and peripheral devices' prior to fixing of PDI date.

1.9 What the Supplier/s should do:

1.9.1 Before Pre-Shipment Inspection

1.9.1.1 Confirm to NIC that all "Desktops and peripheral devices" are QA Tested, found OK and are ready for dispatch in unpacked condition

1.9.1.2 Confirm to NIC the serial numbers of Desktops and peripheral devices.

1.9.1.3 Desktops and peripheral devices to be inspected by the Technical Evaluators /and or Officials of NIC, at NIC's discretion at the vendor's site/factory site(location) of the OEM/Dealer/Supplier within Ahmednagar /Pune / Mumbai District prior to shipment.

1.9.1.4 Confirm to NIC the date/s on which Pre-Shipment inspection can be done.

1.9.2 On arrival of the pre-shipment inspection team at the manufacturer's/supplier's site, the Supplier/s must comply with the following:

1.9.2.1 Offer all quoted 'Desktops and peripheral devices' for inspection to the inspection team as per the list of serial numbers of all the 'Desktops and peripheral devices' submitted prior to the commencement of Pre Dispatch Inspection.

1.9.2.2 Make requisite arrangements and to keep ready all 'Desktops and peripheral devices' in the test bench in batches such that the inspection of Desktops and peripheral devices may be completed within 1 week .While calculating the period of delivery, due allowance will be given for the actual number of days spent on such inspection.

1.9.2.3 The Technical Evaluators will test all 'Desktops and peripheral devices'. After testing the systems, the NIC Officials will affix their seal on the systems in token of having accepted the systems and found them to be according to the specifications ordered for.

1.9.2.4 Once seals are pasted on the 'Desktops and peripheral devices', after inspection by the inspection team, the 'Desktops and peripheral devices' should not be opened; seals should not be tampered with until installed at respective sites. If seals are found to be tampered at the time of installation by School Authorities, those machines with seals tampered will be liable for rejection at the option of NIC.

1.9.2.5 In case of any system/s are found to be not working or not acceptable to the NIC for any reason whatsoever, the Supplier/s shall arrange for the replacement of the Systems forthwith and also get the replaced systems tested by the NIC team at the site of inspection itself.

1.9.2.6 In case the stay of the Inspection team gets extended or a second visit is required for inspection due to the delay/non-cooperation on the part of Supplier/Manufacturer, the cost to NIC's inspection team shall be borne by the Supplier/s. Alternatively, the cost to NIC will be recovered from the bill amount payable to the Supplier/s.

1.10 Confirmation in Writing for Technical Bid Letter:

The Bidder must submit properly signed "Technical Bid Letter" as per format given in **Section- IV** along with the Technical bid, failing which, the bid will not be considered for further evaluation.

1.11 Other Conditions:

1.11.1 Bids without proper authorization from the OEM (in case the Bidder is not the OEM) shall be treated as non-responsive and shall be rejected forthwith.

1.11.2 A bid determined not substantially responsive will be rejected by the purchaser and cannot be made subsequently responsive.

1.11.3 No consideration will be given to a bidder if he/she could not submit bid within date/time stipulated by NIC and no extension of time will be permitted for submission of Bids. However, NIC reserves the right to extend the last date and time for submission of the bids at its own discretion.

1.11.4 Canvassing/misleading information in any form in connection with Bids is strictly prohibited and Bids submitted by bidders who resort to these types of activities are liable to be rejected.

1.11.5 NIC reserves the right to call for any clarification from any/all Bidder during the evaluation of the bids. However, no other correspondence on bids will be entertained.

1.11.6 No price variation / adjustment, explanation, correction or any other escalations will be entertained.

1.11.7 Over-writing without proper authentication is not permitted in filling up the bids and may entail rejection of the bids.

1.11.8 The Supplier shall compulsorily have authorized service centre in Pune/Ahmednagar/Mumbai.

1.11.9 NATIONAL INSURANCE COMPANY LIMITED DOES NOT BIND ITSELF TO ACCEPT ANY BID AND RESERVES THE RIGHT TO ACCEPT/REJECT ANY BID WITHOUT ASSIGNING ANY REASONS THEREOF.

1.12 Delivery and Installation:

Delivery, Installation and Commissioning of the 'Desktops and peripheral devices', ordered for is required to be completed latest within ten weeks for the locations as mentioned in section VII from the date of placement of the Purchase Order. The cost of delivery and

installation, if any, will have to be borne by the Supplier and no separate charges will be paid by NIC.

1.12.1 Delivery is deemed to be completed when the following are received at the location in full:

- a) Supply of 'Desktops and peripheral devices' as mentioned in Section IV.
- b) Any relevant Software and media in order to comply with the Technical Specification.
- d) Associated Documents/Licenses/Manuals.

If the factory inspection seal is missing or tampered, the equipment shall not be accepted and as such will be deemed to have been not delivered.

1.12.2 Installation is deemed to be completed when:

- a) Supply, installation and commissioning of 'Desktops and peripheral devices' /other software as specified in the Purchase Order become fully functional, after delivery at the specified location.
- b) The Supplier shall be responsible for installing and testing the Operating System Software.
- c) A certificate of commissioning the "Desktops and peripheral devices" is obtained duly signed by the Headmaster of each school as per list when the installation is done.

In case of failure on the part of the Supplier to adhere to the time schedule, the Liquidated Damages condition shall be invoked by NIC. However, NIC may cancel the contract if the supplier fails to commence the delivery within ten weeks for mentioned locations from the date of issue of Purchase Order.

The supply, installation and commissioning 'Desktops and peripheral devices' should be done under the supervision and guidance of School Designated Person.

1.13 Place of delivery and installation:

The list of locations where the 'Desktop and peripheral devices' are to be delivered is provided in Section –VII of this document and will be provided along with the Purchase Order.

1.14 Terms of Payment:

1.14.1 All payments pertaining to this Tender will be made from PUNE Regional Office, PUNE

Entry Tax, Octroi and Levies if any shall be first paid by the supplier and the same will be reimbursed by the NIC against production of proof of payment (original copy). The applicable CST/ VAT will be paid by NIC as per Invoice of the supplier.

1.14.2 Performance Guarantee of 15% of Contract Value in the form of BG covering the entire warranty period of 3 years from the actual last date of installation and commissioning of 'Desktops and peripheral devices' under the purchase order of this tender should be furnished by the successful Bidder/s in favour of NIC. The signed

Contract (as per format given in **Section – VII**) should be submitted to NIC within two weeks from the issue of the purchase order.

NIC will make payment as follows:

1.14.3 NIC will pay 70% of the Invoice Amount of ‘Desktops and peripheral devices’, against full delivery of all the ‘Desktops and peripheral devices’ and other related items like accessories and manuals at all respective locations provided in Section – VII to the successful Bidder against submission of the following documents from each of the location:

- a) Delivery Challan’s signed and stamped by School Authorities.
- b) ‘Proof of Delivery’ in original for respective locations stamped and Signed by both the Bidder’s representative and School officials with official Seal and Date, **mentioning School’s name and location.**
- c) ‘Proof of No Short Shipment’ in original for respective locations stamped and signed by both the Bidder’s representative and School official with official seal along with date.
- d) Letter from the Bidder/s confirming that there has been no fall in prices between the date of submission of bid under this Tender and the date of delivery of the components in the respective locations of NIC.
- e) Software Licenses for Utility / System Software, if any.
- f) Original manuals, media, licenses of hardware / software and all relevant accessories as may be required.
- g) No Dues Certificate (i.e., indemnifying the Purchaser that the supplied items or services do not bear any dues from any other sources, whatsoever).
- h) Certificate Indemnifying the Purchaser by the Bidder regarding Violation of Copyright and Patents.
- i) Certificate regarding undertaking of authenticity for ‘Desktops and peripheral devices’ supplied from/by OEM.

1.14.4 In the event of recording any short shipment of ‘Desktops and peripheral devices’/ components in any location of NIC, payment for the entire consignment of ‘Desktops and peripheral devices’ in that location will not be released till such short shipment is taken care of by the Supplier.

1.14.5 The balance 30 %(Thirty) of the Invoice Amount shall be paid by NIC to the successful Bidder/s against submission of the following:

- a. A Performance Guarantee of 15% of the Contract Value in the form of BG covering the entire warranty period of 3 (Three) years from the actual last date of installation of ‘Desktops and peripheral devices’ under this purchase order of this Tender.
- b. Successful Installation and Commissioning of the ‘Desktops and peripheral devices’ within the scheduled installation period.
- c. Installation Report/ Certificate, in original, duly signed with date and stamped by the Bidder and countersigned by school official/s of the respective School for that location with official seal mentioning the concerned name of the school

where the 'Desktops and peripheral devices' have been delivered. **Serial Numbers of the 'Desktops and peripheral devices' must be specified in the Installation Report.**

- d. If the site is not ready, the Site Not Ready (SNR) Certificate [as per the format attached to PO] must be taken from authorized official of the school. In such case, penalty clause will not be imposed as per the LD Clause & payment will be processed.
- e. Invoice for balance amount
- f. Proof of payment of Entry Tax and Octroi as applicable (in original) for Reimbursement.
- g. Software Licenses for Utility / System Software, if any.
- h. Original manuals, media, licenses of hardware / software and all relevant accessories as may be required.

1.14.8 No advance payment will be made by NIC.

1.14.9 Preference shall be given to bidders from Maharashtra or bidders having authorized service centres in Ahmednagar/Pune/Mumbai

1.15 Warranties:

The 'Desktops and peripheral' to be supplied / delivered must be new and should form part of the manufacturer's current product line. The Supplier/s should guarantee that the 'Desktops and peripheral devices' supplied are new, unused and conform to technical specifications of design, materials and workmanship mentioned in the quotation. The Supplier should also guarantee that the 'Desktops and peripheral devices' supplied should perform satisfactorily as per requirements mentioned in the specification.

1.15.1 Warranty in 'Desktops and peripheral devices':

The warranty, which for all practical purposes would mean Comprehensive On-site Replacement Warranty and free of charge, shall start and remain valid for **03 (Three)** years from the last date of supply, installation and commissioning of the last unit of 'Desktops and peripheral devices' under this Tender.

The warranty shall cover the following:

- a) Quality, strength and performance of the materials and equipment supplied.
- b) Safe electrical and mechanical stresses, on all parts of the equipment under normal conditions of operation.
- c) Prompt service during maintenance period for repairs and breakdown.
- d) Replacement warranty must be given on the 'Desktops and peripheral devices'.

1.16 Maintenance during Warranty Period:

1.16.1 The supplier should have a proper system of reporting of complaints.

1.16.2 For ‘Desktops and peripheral devices’, the Supplier/s shall attend to call services and arrange to solve the problem within stipulated period as mentioned in the penalty clause after lodging of a complaint by the End user i.e. schools either by Letter, over the telephone, by fax, through Service Desk or by other modes of communications explicitly explained during installation process at user’s site. Wherever it is required to replace any part, the Supplier/s undertakes to replace as per penalty clause. In case of failure from supplier’s side School may request any third party supplier to maintain the equipment’s and the cost thus incurred will have to be reimbursed by the Supplier/s to the school, failing which the Purchaser has the right to encash the Performance Bank Guarantee without endangering any provisions of warranty written or otherwise expressed and the concerned warranty will remain in full force.

1.16.3 Penalty Clause: (Applicable during Warranty Period):

Any ‘Desktops and peripheral devices’ that is reported to be down on any day should be attended as follows:

S. No.	Class of Cities	Response Time (in Hours)	Resolution Time
1	Schools in Ahmednagar District, Maharashtra (Jamkhed & Karjat)	48	Within Next 5 School Working Days

Failure to comply with the above conditions will attract penalty as follows:

a) Penalty for call resolution within first seven working days beyond above permissible period @ Rs.200.00 per school working day per call.

b) Penalty for call resolution after first seven working days beyond above permissible period @ Rs.400.00 per school Working day per call.

c) The supplier should submit a written document explaining in detail the procedure for lodging any complaints/calls regarding the “Desktops & Peripheral Devices” after installation at user site to PUNE Regional Office and respective schools as per the locations specified in Purchase Order.

d) The supplier will submit, to NIC Pune Office, Quarterly Call Resolution Report together with individual Call Resolution Sheets duly signed by the concerned school officials. The Quarterly Call Resolution Report should be signed by concerned school Principal/in charge.

1.17 Annual Maintenance Contract (AMC):

5 year onsite comprehensive warranty

1.18 Copyright Violation and Patent Rights:

The Supplier/s shall undertake to indemnify NIC in respect of all claims arising out of violation of any Patents or Copyrights, for all Systems Software supplied by the Supplier.

The Supplier/s shall indemnify NIC against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Desktops, peripheral devices and services, software package or any other part thereof in India.

1.19 Cancellation Clause:

If the Systems are not supplied, installed and commissioned within specified timeline as mentioned in Purchase Order, NIC reserves the right to terminate the contract with the right to invoke the Performance Guarantee furnished by the Supplier/s favoring NIC after giving sufficient notice period to supplier.

1.20 Standards:

The Desktops and peripheral devices supplied under this contract shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned, it will be mutually decided between the Supplier/s and NIC.

1.21 Transportation and Insurance:

The Supplier is required to deliver the Desktops and peripheral devices and services to the various locations as specified by the Purchaser in **Section – VII** of this TENDER document. Transportation of Desktops and peripheral devices shall be arranged and paid for by the Supplier at no extra charge thereof to the Purchaser.

The Desktops and peripheral devices supplied shall be fully insured by the Supplier at their cost against loss or damage incidental to manufacturer or acquisition, transportation, before delivery storage, delivery at site. Such insurance shall not be taken from NIC.

Should any loss or damage occur, the Supplier shall:

- i) Intimate and pursue claim with the Insurance Company till settlement and
- ii) Promptly make arrangements for repair and/or replacement of any damaged item/s, Irrespective of the settlement of claim by the Insurance Company.

1.22 Satisfactory Complimentary Performance:

Since many of the features of the 'Desktops and peripheral devices' would be utilized only after the Desktops and peripheral devices working satisfactorily, the Supplier/s shall guarantee satisfactory performance of all 'Desktops and peripheral devices' to the specifications in the Purchase Order.

1.23 Manuals and Media:

The Supplier shall provide the original manuals of the 'Desktops and peripheral devices' (Hardware & Software) at the time of delivery. A short demonstration would be made at the delivery premises of the system & its functionalities by the supplier during installation.

1.24 Change of purchase order:

NIC may at any time, by written order to the Supplier/s, make changes within the general scope of the Purchase Order in any one or more of the following:

- a) Configuration/Specifications (For Upgraded version only, in case offered by the Bidder)
- b) Place of delivery or installation or both.
- c) Services to be provided by Supplier/s.

Any increase/decrease in the price on account of (b) and (c) above, shall be mutually discussed and equitable adjustment shall be made in the price schedule.

1.25 Delays in the Supplier/s performance:

Delivery of the Desktops and peripheral devices and performance of the services shall be made by the Supplier/s in accordance with the time schedule mentioned in the Purchase Order.

Any delay by the Supplier/s in the performance of its delivery obligations shall render the Supplier/s liable for imposition of liquidated damages and/or termination of the contracts for default, besides encashment of the EMD.

Any incidental taxes and levies on account of delay in performance i.e. delivery/installation/replacement of defective parts, shall be on the Supplier's account.

Once the stipulated date for delivery of the Desktops and peripheral devices is crossed and no delivery has commenced, NIC may consider termination of the contract and/or annulment of Purchase Order besides encashment of the EMD after giving two notices.

1.26 Liquidated Damages:

In case delivery, installation and commissioning of the Desktops and peripheral devices ordered for is not fully completed at any location mentioned in section VII within stipulated period, Liquidated Damages condition shall be invoked if such delay is not attributable to "Force De Majeure".

The quantum of Liquidated Damages will be 0.5 % of the price of undelivered Desktops and peripheral devices for each week (7 calendar days) or part thereof of delay beyond the time schedule for completion of the installation, testing and commissioning at individual offices. In case the LD crosses 5% of the Total Contract Value, NIC may exercise the option of Terminating the Contract and encashing the PBG (Performance bank Guarantee).

In the case of delay in the rectification of the defects falling under warranty of the Supplier/s, NIC will deduct Penalty during the warranty period as mentioned in 1.16.3.

1.27 Clarification of Bids:

To assist in the examination, evaluation and comparison of bids the Purchaser may, at their discretion, ask the Bidder for clarification of the bid. However, **no other correspondence on bids will be permitted.**

1.28 Contract with NIC:

The Supplier/s will have to enter into a contract with National Insurance Company Limited within 21 working days of NIC from the date of receiving of purchase order. The

format of the contract is attached in **Section –VII**. Failure to enter into Contract may result in cancellation of the Purchase Order.

1.29 Training:

The Supplier/s, at the discretion of the user, may have to explain the functionalities and other related measures to be taken while using the ‘Desktops and peripheral devices’ while installing the same at the respective locations as specified in purchase order so that there is no operational difficulty to the user.

1.30 Termination on Insolvency:

The agreement can be terminated by giving written notice to the Supplier/s, without compensation to the Supplier/s, if:

- (a) The Supplier/s becomes bankrupt or is otherwise declared insolvent;
- (b) The Supplier/s being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.

1.31 Governing Language:

The bids prepared by the Bidder/s and all correspondence and documents relating to the bids exchanged by the Bidder/s and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder/s may be in any another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

1.32 Applicable law:

The contract shall be interpreted in accordance with the Indian laws.

1.33 Notices:

Any notice by one party to the other pursuant to the Contract shall be sent by telegram/cable/fax and confirmed in writing to the address specified for that purpose in the Contract.

As the Purchaser’s dealing Regional Office is situated within the Jurisdiction of the High Court at Mumbai all disputes and differences are subject to the Jurisdiction of The Bombay High Court.

1.34 Assignment:

The Supplier/s shall not assign in whole or in part, the obligations to perform under the contract, except with Purchaser’s prior written consent.

1.35 Sub-Contract:

The Supplier/s shall obtain consent of the Purchaser in writing of all Sub-Contracts (if any) to be awarded under the Contract that is not already specified, in his bid. Such notification, in his original bid or later, shall not relieve the Supplier/s from any liability or obligation under the Contract.

1.36 Force De Majeure:

- 1.36.1 Notwithstanding the provisions contained herein the Supplier/s shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force De Majeure.
- 1.36.2 For the purpose of this clause "Force De Majeure" means an enforceable event beyond the control of the Supplier/s and shall not include the fault, negligence or delay on part of supplier, his OEM or any other party. Such events may include, but are not restricted to, acts of the purchaser in its contractual capacity, wars or revolution, fires, floods, epidemic, quarantine restrictions and freight embargoes.
- 1.36.3 If a Force De Majeure situation arises, the Supplier/s shall promptly notify the Purchaser in writing of such condition and the clause thereof. Unless otherwise directed by the Purchaser in writing the Supplier/s shall continue to perform their obligations under the Contract as far as reasonably practical, and shall adopt all reasonable alternative means for performance not prevented by Force De Majeure clause.

1.37 Termination for Convenience:

- a) The Purchaser may by written notice sent to the Supplier/s terminate the Agreement, in whole or in part, any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Agreement is terminated and the date on which such termination becomes effective.
- b) The Purchaser may purchase the ordered Desktops and peripheral devices that are complete and ready for installation within 30 days after the Supplier's receipt of notice of termination at the Contract terms and prices. For the remaining Desktops and peripheral devices and services, the Purchaser may elect:
- i) To have any portion completed and delivered at the contract terms and prices; and/or
- ii) To cancel the remainder and pay to the supplier/s an agreed amount for partially completed Desktops and peripheral devices and services and for materials and parts previously procured by the suppliers.

1.38 Obligations:

Then entire responsibility of the supply, warranty and the contract lies with the Supplier/s on whom the Purchase Order is placed and with whom the Contract is signed.

The Supplier/s would be responsible and bear the additional cost (if any), incurred by the Purchaser on this account of the supply.

1.39 Limitation of Liability:

1. Neither parties shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury, including, without limitation, loss of use, data, revenue, profits, business interruption, and loss of income or profits, that may arise out of or result from this Agreement, irrespective of whether it had an advance notice of the possibility of any such damages.

2. The aggregate liability of supplier under this Agreement, regardless of the form of the claim, shall not exceed aggregate of (i) value of the products supplied during six months prior to the date of claim; (ii) the fees received by supplier under this Agreement during the six months preceding the date of such claim, for services.

SECTION - II

Tender Specific Terms and Conditions



**National Insurance Company Limited
Pune Regional Office,
Bhausahab Shirole Bhavan,
4th Floor, P M T Building,
Deccan Gymkhana, ShivajiNagar,
PUNE- 411 004
Ph no: 020-25532586 Fax: 020-25531807**

- 2.1 The Tender Number and Name of this Tender is **NIC/PRO/270000/IT/CSR/06/2017**
For Desktops and Peripheral Devices.
- 2.2 Invitation to Tender is for Delivery, Installation, Commissioning, Maintenance and related services in respect of 'Desktops and peripheral devices' as per specifications given in section – IV.
- 2.3 Intending Bidders who satisfy the eligibility criteria laid down hereunder may download the Tender Document from the company's website (www.nationalinsuranceindia.com). Bidders may please note for participation in this Tender, it is mandatory to download official copy of Tender document from company's website (www.nationalinsuranceindia.com) between **11th Sept. 2017 to 4th Oct. 2017** and in this case the Bidder has to submit, in a separate envelope supercribed as "Tender Document Fee", a nonrefundable Tender Document Fee of **Rs.5000/- (Rupees Five Thousand)** only by way of Demand draft drawn on a Scheduled Bank in favour of the National Insurance Company Limited payable at PUNE along with the other documents to be submitted offline. Non-furnishing of Tender Document Fee will disqualify the bidder.
- 2.5 The Tender will be in three parts, viz., Pre-Qualification, Technical and Commercial bids for each one of brands/models with Part no separately.
- 2.6 Last Date & Time for Submission of Tender is on or before **'5:45 PM of 4th Oct 2017'**
- 2.7 Pre-Qualification bids will be opened on **3.30 PM of 10th Oct at Pune Regional Office.**
- 2.8 The Bidders, who qualify in thee Pre-qualification stage, will be intimated of their selection and their Technical bids shall be opened in due course accordingly.
- 2.9 The Commercial bids of only those Bidders who qualify at the technical bid evaluation stage and whose products are found to meet the specifications offered by them after the above physical verification and demonstration, will be opened accordingly at 'NIC Pune Regional Office' in due course.
- 2.10 In case of a holiday for NIC, the last date of submission of Bids will be the next working day and the Pre-Qualification Bids will be opened on next working day after last date of submission of Bids. The time and venue will remain unaltered.
- 2.11 Date till which the Tender is valid: Six months from the date of opening of Commercial Bids.
- 2.12 Bidders are advised to study the Tender Documents carefully. Submission of Tenders shall be deemed to have been done after careful study and examination of the Tender Documents with full understanding of its implications.

2.13 The consultants of NIC or their sister concerns will not be permitted to participate in this Tender.

2.14 NIC reserves the right to accept / reject any / all offers without assigning any reason whatsoever. The decision of the Company in selecting the vendor/s would be final and conclusive.

❖ All Bids must be accompanied with Earnest Money Deposits in the form of Demand Draft /NEFT/RTGS payable at PUNE drawn on a Scheduled Bank, in favour of National Insurance Company Limited. The amount of Earnest Money Deposit will be Rs. 1,50,000/- (Rupees ONE LAKH FIFTY THOUSAND) only.

❖ Particulars for NEFT/RTGS Transfer:

BANK OF INDIA
LAXMI ROAD BRANCH
A/c Name : National Insurance Company Ltd
A/C NO. : 050520110000075
IFSC: BKID0000505
MICR: 411013004.

❖ Non-furnishing of EMD/s along with the Pre-Qualification bid will disqualify the Bidder and his Technical and Commercial bids will not be entertained.

❖ The EMD amount submitted by the Bidder will be returned, without any interest, to the unsuccessful Bidders after issuance of Purchase Order to the successful bidder.

❖ For the successful Bidder the EMD amount, without any interest, will be refunded on submission of Performance BG as Security Deposit which will not carry any interest till warranty period is completed. The Performance Guarantee should be as per format given in **Section – VII**.

❖ This Tender Document is not transferable.

2.2 Procedure for Submission of Bids:

Offline Documents/ Documents to be submitted in Hardcopy –

1. EMD in the form of DD or documents against NEFT/RTGS should be enclosed only in the envelope for Pre-qualification Bid for respective items. If the EMD is not enclosed as above, the bid is liable to be rejected, even if included in any other envelope which remains unopened at the time of opening the envelope for Pre-Qualification Bid. If the EMD DD/Documents against NEFT/RTGS are not enclosed as above, the bid is liable to be rejected, even if included in any other envelope which remains unopened at the time of opening the envelope for Pre-Qualification Bid.

2. Original copy of the letter of authorization shall be indicated by written power-of-attorney.

3. DD of Rs.5000/- drawn in favour of National Insurance Company Limited, payable at PUNE, against payment of tender fee/ Cost of Tender Documents.

2.2.1 It is proposed to have a **Three Bid System** for this Tender. – Pre qualification , Technical & commercial bids should be submitted in separate envelope

2.2.2 Offline/Hardcopy documents to be submitted to the below mentioned address in a sealed envelope super scribed with the **wordings** “supply, installation, commissioning and

maintenance of 'Desktops and Peripheral devices' and **Tender Number, Due Date and Wordings "DO NOT OPEN BEFORE 10th Oct 2017 along with envelope containing DD as TENDER Fee.**

Addressee and Address of the RFPs:

**National Insurance Company Limited
Pune Regional Office,
Bhausahb Shirole Bhavan,
4th Floor, P M T Building,
Deccan Gymkhana, ShivajiNagar,
PUNE- 411 004
Ph no: 020-25532586 Fax: 020-25531807**

Bank Details :

**BANK OF INDIA
LAXMI ROAD BRANCH
A/c Name : National Insurance Company Ltd
A/C NO. : 050520110000075
IFSC: BKID0000505
MICR: 411013004.**

- 2.3** The Bidder shall bear all costs associated with the preparation and submission of its bid, and NIC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the TENDER process.
- 2.4** NIC reserves the right to extend/modify the last date/time for submission of bids.

**Pre-Qualification Bid comprises the following
(Every page should be duly signed at the bottom of every page, by bidding agency's authorized signatory).**

- i. Bidder's Particulars
- ii. EMD (DD)
- iii. Manufacturer's Authorization Form if the Bidder is not OEM
- iv. Manufacturing Facilities(If Any) Location and Production Capacity(Annexure– A)
- v. Service Centers / Service Providers of Bidder for 'Desktops and peripheral devices'(Annexure – B)
- vi. Technical Collaborators (Annexure – C)
- vii. Annual Turnover (including 'Desktops and Peripheral devices') in the last three financial years (Annexure –D)
- viii. Documentary Proof for Profit/Positive Net Worth. The Bidder should have posted net profit/have Positive Net Worth in any two of the last three financial years or any three of the last five financial years or any six of the last ten financial years (Annexure – E).
- ix. List of Major Clients (Annexure – F)
- x. Certification and Area of Certification (Annexure - G)
- xi. Details of Work Order of Rs.50 Lakhs and above amount
- xii. The Annexures as mentioned above are given in **Section –III.**
- xiii. Certificate of Non-Black listing on Non Judicial Stamp paper .

Technical Bid comprises the following:
(Every page should be duly signed at the bottom of every page , by bidding agency's authorized signatory)

- i. Technical Bid Letter
- ii. Technical Details of the Desktops and peripheral devices /Services offered with Statement of Deviation from Schedule of Requirements
(Make and Model of all items quoted , also do provide details of each product in the form of broouchre & write-ups)
- iii. Statement of Deviation(s) from General Terms and Conditions (Before TENDER is closed)
- iv. OEM Certified Part Nos. and description of the components against those Part Nos.
(Both Hardware and Software)
- v. Format of Warranty
- vi. Undertaking of Authenticity for 'Desktops and peripheral devices', and software's supplied.
- vii. Signed copy of Original Tender Document of NIC

The formats of particulars of the above mentioned items are given in **Section – IV**.

IV. Commercial Bid comprises the following:

(Every page should be duly signed at the bottom of every page , by bidding agency's authorized signatory)

- i. Price Schedule
- ii. Price for Optional Items
- iv. Detailed Unit Price breakup

Note: Statement of Deviation(s) in Commercial Bids is not acceptable

The formats of particulars of above-mentioned items are given in **Section – V**.

Note: *National Insurance Company Limited shall not be responsible for non-receipt of the TENDER documents due to any reasons whatsoever.*

Instructions

Tender Bidding Methodology:

Sealed Bid System

- Prequalification followed by Single Stage Two Envelope

Some Bidding related Information for this Tender (Sealed Bid)

Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
 - Prequalification Bid
 - Technical-Part
 - Financial-Part
- Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)

TENDER Submissions:

The bidder is requested to submit the following documents to the under mentioned address in a Sealed Envelope without fail:

**National Insurance Company Limited
Pune Regional Office,
Bhausahab Shirole Bhavan,
4th Floor, P M T Building,
Deccan Gymkhana, ShivajiNagar,
PUNE- 411 004
Ph no: 020-25532586 Fax: 020-25531807**

The envelope shall bear **Tender Number, Due Date and Wordings “DO NOT OPEN BEFORE 10th Oct , 2017 ”** and contain the following documents:

- 1. Original copy of the Bid Security in the form of a Demand Draft or Details of NEFT/RTGS transfer including the transaction details.*
- 2. Original copy of the letter of authorization shall be indicated by written power-of-attorney.*
- 3. DD of Rs.5000 /- drawn in favour of National Insurance Company Limited payable at PUNE against payment of Tender fee.*

1. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of NIC to any other party.
- NIC's decision on award of Contract shall be final and binding on all the Bidders.
- NIC can decide to extend, reschedule or cancel any Tendering Process Any changes made by NIC after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- NIC shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- NIC is not responsible for any damages, including damages that result from, but are not limited to negligence. NIC will not be held responsible for consequential damages.
- Bidder shall not have any right of action against NIC .

N.B.

- All the Bidders are required to submit the Agreement Form (Annexure- II) duly signed to NIC.
- After the completion of the Auction event, all the Bidders have to submit the Price Confirmation (Annexure III) & Price Break Up (If any) within 24 hours to NIC for further proceedings.

Annexure-I

The List of Items to be procured along with the Quantities and the Auction Start Time & Close Time is as follows:

ITEM DESCRIPTION: Desktop & Peripherals Devices against TENDER No. NIC/PRO/270000/IT/CSR/06/2017

Sr.No.	Particulars of the Items	Estimated Quantity *	Opening Time	Closing Time
1	Desktop (5 years comprehensive on site warranty)	100		
3	LCD Projector	100		
4	Projector Screen	100		

*** Note:**

The above requirement is indicative only and may vary as per the NIC's actual requirements and the NIC does not guarantee the same nos. to be purchased through this tender.

Annexure- II

Process Compliance Form

(The bidders are required to print this on their company's letter head and sign, stamp before faxing.)

Date:

To
M/S National Insurance Company Limited
Address.....

Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for **Desktops and Peripheral Devices against Tender No NIC/PRO/270000/IT/CSR/06/2017**

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business Rules governing the Reverse Auction as mentioned in Tender of NIC as well as this document and confirm our agreement to them.
- 8) We also confirm that we will fax the price confirmation & price break up (if any) of our quoted price as per Annexure III of Document within 24 hour of the completion of the Auction and the format as requested by NIC.
- 9) We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature (with company seal wherever applicable)
Name –

Company / Organization –
Designation within Company / Organization –
Address of Company / Organization –
Submit this document to NIC.

Annexure III

Price Confirmation

(The bidders are required to print this on their company's Letter Head and sign, stamp before faxing.)

Date:

To,

Sub: Final price quoted during reverse auction and price break up for **Desktops and
Peripheral Devices against
NIC/PRO/270000/IT/CSR/06/2017**

Ref: 1. Reverse Auction dated _____

2. Tender No. **NIC/PRO/270000/IT/CSR/06/2017**

Dear Sir,

We confirm that we have quoted Rupees ----- (Price quoted on Total
Cost to NIC) as our final lump sum prices during the Auction conducted today.

Thanking you and looking forward to the valuable order from NIC Ltd.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

Annexure IV
Price Break up Format

Item – Desktop and Peripheral Devices – with 3 (Three) Years Comprehensive On-site Warranty.

Sr No	Particulars of the Items	Make	Model	Qty	Unit Price Rs	Total Price Rs
	(A)	(B)	(C)	(D)	(E)	(F)=(D X E)
1	Desktop (with 5 years comprehensive on-site warranty)					
3	LCD Projector					
4	Projector Screen					
	T O T A L Rs -----> (E X D) (Both in Figure & Word)					

Note:

1. Unit Price quoted should be inclusive of all costs, duties, levies, taxes (excluding Sales Tax / VAT/Service Tax, LBT , Entry Tax) and all other applicable charges.
 2. Sales Tax /Service Tax/ VAT/Entry tax/LBT will be paid extra at rates applicable.
 3. Unit price of each Item(Column E) will be compared to determine the lowest bidder(L1).
 4. Lowest Bidder (L1) will be determined based on the Unit Price.
 5. For point No. 3 as tabled above price is to be quoted for 1+ 4 years warranty for LCD Projector.
- Any deviation for point no. 3 product is to be compulsorily mentioned separately.**

CONTACT INFORMATION

**Mrs. R K Allabadi (Regional Manager)/ Ashish Durgude (AO,IT)
National Insurance Company Limited**

Pune Regional Office,

Bhauasaheb Shirole Bhavan,

4th Floor, P M T Building,

Deccan Gymkhana, ShivajiNagar,

PUNE- 411 004

Ph no: 020-25532586 Fax: 020-25531807

SECTION - III

Contents of Particulars of Pre- Qualification Bid



**National Insurance Company Limited
Pune Regional Office,
Bhausahab Shirole Bhavan,
4th Floor, P M T Building,
Deccan Gymkhana, ShivajiNagar,
PUNE- 411 004
Ph no: 020-25532586 Fax: 020-25531807**

Pre-Qualification Bid Form

3.1 BIDDER'S PARTICULARS

- a. NAME AND ADDRESS THE BIDDER :

- b. NAME AND ADDRESS OF THE MANUFACTURER (IF NOT SAME AS POINT 1 ABOVE)

- a. LOCATION OF CORPORATE / HEAD OFFICE OF BIDDER :

- d. DATE & COUNTRY OF INCORPORATION
- e. MANUFACTURING FACILITIES (IF ANY)
- LOCATION AND PRODUCTION CAPACITY : ANNEXURE – A

- f. SERVICE FACILITIES OF BIDDER : ANNEXURE – B

- g. TECHNICAL COLLABORATORS : ANNEXURE – C

- h. ANNUAL TURNOVER (LAST THREE FINANCIAL YEARS) : ANNEXURE –D

- i. PROFIT /NET WORTH FOR LAST TWO/THREE/SIX FINANCIAL YEARS (WHICHEVER IS APPLICABLE) : ANNEXURE – E
- PLEASE ATTACH LAST 2/3/6 YEARS' AUDITED FINANCIAL RESULTS (WITH SCHEDULES AS PUBLISHED AND / OR SUBMITTED TO AUTHORITIES -REFER TO THE NOTE IN ANNEXURE E)**

- k. LIST OF MAJOR CLIENTS : ANNEXURE – F

- l. CERTIFICATION & AREA OF CERTIFICATION : ANNEXURE - G

- m. WHETHER ABLE TO DELIVER & INSTALL 'DESKTOPS AND PERIPHERAL DEVICES' AT SPECIFIED LOCATION AS IN PURCHASE ORDER WITHIN 4 WEEKS FOR ORDER AND WHETHER ABLE TO PROVIDE SERVICE AT ALL THE SPECIFIED LOCATIONS : **YES/NO**

- n. INCOME TAX PAN NUMBER : (PLEASE ATTACH PHOTOCOPY OF LATEST I.TAX CLEARANCE CERTIFICATE & PAN Card Copy – self attested)

- o. SALES TAX REGISTRATION NO. : (PLEASE ATTACH SALES TAX REGISTRATION CERTIFICATE

p. Registration Number of Bidding Firm : (as per Shop and Establishment Act)
Attach self-attested copy

q. Is bidding company is in partnership firm : Yes / No
(If Yes then Copy of partnership deed should be attached) .

r. NAME & ADDRESS OF THE CONTACT PERSON TO WHOM ALL THE
REFERENCE SHALL BE MADE WITH TEL. NO./ FAX/ E-MAIL :

SIGNATURE : _____

NAME : _____

DESIGNATION: _____

DATE : _____

SEAL OF THE COMPANY

3.2 MANUFACTURER’S AUTHORIZATION FORM (Supply, installation, commissioning and maintenance of ‘Desktops and Peripheral Devices ’)

To

**National Insurance Company Limited
Pune Regional Office,
Bhausahab Shirole Bhavan,
4th Floor, P M T Building,
Deccan Gymkhana, ShivajiNagar,
PUNE- 411 004
Ph no: 020-25532586 Fax: 020-25531807**

Dear Sir,

Sub: TENDER No _____ for supply, installation, commissioning and maintenance of ‘Desktops and Peripheral Devices’

We who are established and reputable manufacturers of having factories at do hereby authorize M/s. (Name and Address of Supplier/Channel Partner) to bid, negotiate and conclude the contract with you against Tender no _____ for the above Desktops and Peripheral Devices are manufactured by us.

We hereby extend our full guarantee and warranty as per **Clauses 1.15, 1.16 and 1.17 of Section – I** of the General Terms & Conditions of Tender for the Desktops and Peripheral Devices offered for supply against this invitation for bid by the above firm.

Yours faithfully,

(Name)

For and on behalf of

M/s.

Signature of Witness

Dated:

Place:

Signature of Manufacturer

Dated:

Place:

Sd./-Seal

Note: This letter of authority should be on the letterhead/certificate form issued by the manufacturing concern and should be signed by a person competent and having the Power of Attorney to bind the manufacturer.

Annexure - A

MANUFACTURING FACILITIES (IF ANY) LOCATION AND PRODUCTION CAPACITY IN INDIA

Sl. No.	Item	Location of Manufacturing Unit	Annual Production (2012-2013) (No. of Units)	Annual Production (2013-2014) (No. of Units)	Annual Production (2014-2015) (No. of Units)

- Authorized Service Centres may submit figures of their respective OEM's

Signature of Witness

Signature of Bidder

Dated:

Dated:

Place:

Place :

Seal :

Annexure - B

**SERVICE CENTRES / SERVICE PROVIDERS OF BIDDER WITHIN
AHMEDNAGAR/PUNE/MUMBAI DISTRICT**

Sl. No.	State	Location / City / Address	Name of Service Centers / Service Provider	Phone / Fax / E-Mail	No. of Service Engineers

Signature of Witness

Dated:

Place:

Signature of Bidder

Dated:

Place :

Seal :

Annexure - C

TECHNICAL COLLABORATORS

Sl. No.	Product	Original Manufacturer		
		Name	Address	Whether Certificate for NIC attached
				(Yes / No)

Signature of Witness

Signature of Bidder

Dated:

Dated:

Place:

Place:

Seal :

Annexure - D

Annual Turnover

Description	Year (2012-2013)	Year (2013-2014)	Year (2014-2015)
	Amount (in Crore)	Amount (in Crore)	Amount (in Crore)
Turnover			

Signature of Witness

Dated:

Place :

Signature of Bidder

Dated:

Place:

Seal :

Annexure - E

Net Profit/Positive Net Worth in last 2/3/6 years (Whichever applicable)

Financial Years	Profit After Tax(in Rs. Crore) / Positive Net Worth

Signature of Witness

Signature of Bidder

Dated :

Dated :

Place :

Place :

Seal :

Note: The above data should relate only to the Company (Bidder) who has submitted the TENDER. Data relating to sister companies, group companies, parent company, subsidiary companies shall not be considered. Above data should be supported by relevant Financial Statements (Audited).

Annexure - F

LIST OF MAJOR CLIENTS

Sl. No.	Name of the Client	Type of Products Sold	Year	Amount (in cores)

Signature of Witness

Signature of Bidder

Dated:

Dated:

Place:

Place:

Seal

Annexure - G

CERTIFICATION & AREA OF CERTIFICATION

Sl. No.	Area of Certification Services	Certification	Certifying Institute

Signature of Witness

Signature of Bidder

Dated:

Dated:

Place:

Place:

Seal

SECTION - IV

Minimum Technical Specification of the Items Required Scope of Work



**National Insurance Company Limited
Pune Regional Office,
Bhausahab Shirole Bhavan,
4th Floor, P M T Building,
Deccan Gymkhana, ShivajiNagar,
PUNE- 411 004
Ph no: 020-25532586 Fax: 020-25531807**

4.1.1. Desktops Total Number to be procured :100	
PARAMETER	MINIMUM TECHNICAL SPECIFICATION
Model	To be Specified by Bidder
Processor	The processor should be fully binary compatible to 32-bit applications. DUAL CORE/QUAD CORE,FOUR THREADS
Clock Speed	3.2 GHz
Cache	2 MB
Motherboard	Motherboard make from the same Desktop OEM (OEM Logo sticker in the motherboard will not accepted)
Chipset	Latest generation managed chipset of the same OEM make as the above mentioned Processor with Out of Band Management / DASH Enabled.
Memory	4 GB DDR3 (expandable up to 8 GB)
Graphics	Integrated HD Graphics
Hard Drive	500 GB, SATA 6.0 Gb/s
Display	18.5" LED color monitor
Input/ Output	6 - USB ports required in which 4 should be USB 3.0; 1 - Microphone in (side); 1 - Headphone jack (side); 1 - Power connector (rear); 1 - RJ-45 (rear); 1 – Display Port / HDMI (rear); USB / PS2 ports for Keyboard and Mouse; integrated Sound card, SVGA port. Audio : Integrated Stereo Speakers 2*3 Watt .
Optical Drive	16X CD/DVD burner (DVD+/-RW), write to CD/DVD , dvd writer as per standard configuration
Keyboard/Mouse	Keyboard and optical Mouse (USB) of the Same Desktop OEM
Power Supply	Min 180W & Max 260W
NIC	Ethernet LAN 10/100/1000; Wireless 802.11a/b/g/n with Bluetooth Combo
OS	Windows 8.1 Home Edition: One copy of the Operating System Software in DVD format and for remaining 99 Machines "paper license" allowing the software to be installed on 99 machines with a single license key. For paper license: 1. The bidder should be Microsoft Certified Partner. 2. Bidder should have appropriate authorization letter from the principal vendor in reference to this tender. 3. Vendor has to install operating system on each machine before handover to NIC. The Quoted model Hardware Drivers must be available in OEM website for easy download. Latest Service Pack Preloaded License, OEM Media in form of DVD/CD containing OS and drivers, Recovery Media must be provided.
Warranty	5 Years Onsite comprehensive support
Certifications	UL,CSA/FCC compliance, ENERGY STAR 5.0, EPEAT Gold, ROHS and Win certification, Bidder & OEM should be ISO 9001 & 14001 certified company. MONITOR SHOULD BE TCO6 COMPLIANT.
Antivirus/ MS office licensing	Default Antivirus windows defender can be used Open source packages may be used Open office etc .
Connectivity	Wi-Fi 802.11 B/G/N & Bluetooth 4.0 and LAN
AMC	NO AMC , only 5 years onsite comprehensive warranty

4.1.2 LCD Projector Total Number to be procured :100

Parameter	Minimum Technical Specification
LCD Size	0.55(D7)
Resolution	SVGA
Projection Lens Type	No Optical Zoom , Focus(Manual)
Zoom Ratio	1-1.35
Throw Ratio	1.45 -1.96
Lamp Type	200W
Lamp Life (Norma/Eco)	5000 hrs/10,000 hrs
Screen size	30" to 300"
Brightness	3200 lumens
Sound O/p	2W monaural
Contrast Ratio	15000:1
Connectivity	Composite,S-Video
Digital Input	HDMI
Audio I/p	2 RCA
USB Interface	Type A(for USB Memory, Document Camera, Wireless LAN, Firmware Update) & Type B (for USB Display, Mouse, K/B, Control, Firmware Update)
Wireless Specification Speed	IEEE 802.11b: 11 Mbps, IEEE 802.11g: 54 Mbps, IEEE 802.11n: 130 Mbps
Wireless LAN Security	WPA-PSK/WPA2-PSK(TKIP/AES), WPA2-PSK(AES) (Optional Wireless LAN Unit use)
Start Up Period	About 6 seconds, Warm-up Period: 30 seconds
Air Filter Maintenance Cycle	5,000 hours / 10,000 hours (Power consumption: Normal / Eco)
Power Supply Voltage	100 - 240 V AC \pm 10%, 50/60 Hz
Power Consumption	Lamp On (Normal / Eco): 277W / 207W. Standby (Network On / Off): 2.4W / 0.26W
Dimension	234 x 297 x 77 mm
Weight	Upto 2.4 kg max.

4.1.3 Projector Screen Total Number to be procured :100
Minimum Technical Specification
Manual Pull Down video 4:3 format aspect ratio screens 7X5 Ft. (HIGH GAIN FABRIC A+++++ GRADE)

4.1.4 Annual Maintenance Contract:

- 1. 5 years onsite warranty for desktop**
- 2. 1 year + 4 years warranty for LCD Projector.**

4.2 Scope of Work:

The Supplier shall be required to provide the following as part of the Scope of Work in this Tender:

- a. Installation and commissioning of the supplied Desktops and Peripheral Devices.
- b. Partitioning of the Hard Disk Drive of the 'Desktops' into four partitions C:, D:, E: and F: with C: as 50 GB, D: as 100 GB E: as 100 GB and the rest of the space will be allocated to F: drive.
- c. Loading of all the requisite latest patches of the Operating System.
- d. Furnishing of detailed manuals (Hardware & Software) for each appropriate unit of the supplied Desktops and Peripheral Devices.
- e. During the warranty period, in case of any fault in the hardware, the bidder must provide support to rectify that faulty part and reload the operating system as and when required.
- d. Give a short demo about connections and operation of the Desktop and LCD Projector and obtain a signed receipt from the Head Master/Designated Person of the respective school and submit the original hard copy of the same to NIC Pune Office.

SECTION - V

Contents of Particulars of Technical Bid



**National Insurance Company Limited
Pune Regional Office,
Bhausahab Shirole Bhavan,
4th Floor, P M T Building,
Deccan Gymkhana, ShivajiNagar,
PUNE- 411 004
Ph no: 020-25532586 Fax: 020-25531807**

5.1 TECHNICAL BID LETTER

To,

National Insurance Company Limited
Pune Regional Office,
Bhausahab Shirole Bhavan,
4th Floor, P M T Building,
Deccan Gymkhana, ShivajiNagar,
PUNE- 411 004
Ph no: 020-25532586 Fax: 020-25531807

Ref: Tender No.: _____ for 'Desktops and Peripheral Devices'

We declare:

1. That we are Manufacturer(s)/Channel Partner(s) of

2. That we/our principals are equipped with adequate machinery for production, quality control and testing of offered products manufactured and used by us and that our manufacturing establishment is open for inspection by the representatives of the NIC.
- 3 We hereby offer to supply the 'Desktops and Peripheral Devices'/Services at the prices and rates mentioned in the Commercial Bid as per **Section – VI** of the Tender Document.
- 4 **Period of Delivery:** We do hereby undertake, that, in the event of acceptance of our Bid, the supply of 'Desktops and Peripheral Devices' Systems /Services shall be made and delivered within the due date of delivery as stipulated in the Tender and that we shall perform all the incidental services related to the supply.
5. **Terms of Delivery:** The prices quoted are inclusive of all charges, inclusive of installation / commissioning the 'Desktops and Peripheral Devices', FOR EACH 'set of Desktop and Peripheral Devices' at the locations specified in Section-VII.
6. We enclose herewith the complete Technical Bid as required by you. This includes:
 - a) Technical Bid Letter
 - b) Technical Details of Desktops and Peripheral Devices /Services offered with Statement of Deviation from Schedule of Requirements
 - c) Statement of Deviation from General Terms and Conditions
 - d) OEM Certified Part Numbers and the description of the components against those Part Numbers
 - e) Format of Warranty
 - f) Undertaking of Authenticity for 'Desktops and Peripheral Devices' and software supplied). All brochures and documents of all the Items.
7. We agree to abide by our offer until execution of the entire order or Six months from the date of placement of purchase order whichever is later and that we shall remain bound if a communication of acceptance within that time is made by NIC.
8. We have carefully read and understood the terms and conditions of the Tender and the conditions of the contract applicable to the '**Bidder**' and we do hereby undertake to supply as

per this terms and conditions. The deviations from the above terms and conditions from the Schedule of Requirements are only those mentioned in Statement of Deviation from Schedule of Requirements, Statement of Deviation from Tender Terms and Conditions.

9. Certified that we are:

A sole proprietorship firm and the person signing the Tender is the sole proprietor/constituted attorney of the sole proprietorship

Or

A partnership firm and the person signing the Tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the Tender is the constituted attorney.

(Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the Tender documents.)

10. We do hereby undertake that, we will abide by all the Terms and Conditions as stipulated in the Tender Document No. _____ save & except only those stated in the Statements of Deviation given in **Section – V & Section – VI** of the Tender Document.

11. We also undertake that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and placement of Letter of Intent awarding the contract shall constitute a binding contract between us.

12. We further confirm the following:

- Rates quoted are the best possible and conform to those, if any, offered by us to any other organization.
- We hereby agree to maintain the price and configuration until execution of the entire order. However, should there be a fall in the prices between the date of placement of the purchase order and the date of delivery of the 'Desktops and Peripheral Devices', ordered for, on account of revision in prices of chipset and other components or on account of revision in duties and taxes or for any other reason whatsoever, the benefit shall be passed on to the Company. Similarly, if the model of the 'Desktops and Peripheral Devices' ordered for is replaced in the market by models of better technology or configuration before it is delivered, delivery should be of the latest configuration / technology (same make) without any price implication.
- That, in case any software orders are placed with the us, we shall be in a position to submit a certificate as under:

"We the seller, have permission from the owners of this software product to market it, and we shall assume all liability for any suits, action claims or damages regarding infringement of copy right brought on the buyer (NIC) by the owner of the copyright or his representatives or any person having any right and/or title to the said software".

- We would maintain appropriate and adequate stand-by equipment and spares for maintenance of the 'Desktops and Peripheral Devices'.
- We have read, understood and agree to accept all the terms and conditions of this Tender Document.

Dated this _____ day of _____

Details of the Enclosures.

Signature of the Bidder

Full Address :

Telephone No. :

Fax No :

E-mail Address :

Note:

- ❖ Any other relevant point deemed fit by the Bidder may be incorporated in the Bid Letter.

5.2 Technical Deviation Details for 'Desktops and Peripheral Devices' Offered

Brand Offere			Make/Model No	
Sl. No.	Parameter	Minimum Technical Specification	Specification Offered	Deviation, if Any

5.3 STATEMENT OF DEVIATIONS FROM GENERAL TERMS AND CONDITIONS

Dear Sirs,

Following are the deviations from General Terms and Conditions. These deviations and variations are exhaustive. We confirm that except these deviations and variations all other General Terms and Conditions of the Tender are acceptable to us.

Sl. No.	Section No.	Clause No.	Page No.	Statement of deviations and variations

Signature of Witness

Signature of Bidder

Dated :

Dated :

Place :

Place :

Seal :

5.4 FORMAT OF WARRANTY

This free of charge warranty shall start and shall remain valid for _____ months from the date the Desktops and peripheral devices have been delivered and installed, commissioned, tested and accepted.

We warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered shall be in full conformity with the specifications, drawings of samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and payment for, and acceptance of the Desktops and Peripheral Devices, but shall expire on completion of 36 months after their successful installation and acceptance by the purchaser.

The obligations under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive and unscheduled), and transport charges from site to manufacturer’s works and back for their repair/adjustment or replacement at site of any part of the equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the Purchaser to the Supplier.

Moreover we agree to warranty clauses given in **Section – I** of the Tender Document.

Signature of Witness

Signature of Bidder

Dated :

Dated :

Place :

**Place :
Seal :**

5.5 Undertaking of Authenticity for ‘Desktops and Peripheral Devices’, for each

‘Desktop and Peripheral Device’ and software supplied The Bidder shall submit an undertaking in the format given below:

Sub: Supply for ‘Desktops and Peripheral Devices’ & Software’s

**Ref: 1. Your Purchase Order No.----- dated-----
2. Our Quotation No. ----- dated -----**

With reference to the ‘Desktops and Peripheral Devices’, for each ‘Desktop and Peripheral Device’ & Software’s being supplied/quoted to you vide our invoice no/quotation no/order no. Cited above, we hereby undertake that all the components/parts/assembly/software used in the ‘Desktops and Peripheral Device’, FOR EACH ‘Desktop and Peripheral Device’ & Software under the above like ‘Desktops and Peripheral Devices’ shall be original, new components/parts/assembly/software only, from respective OEMs of the products and that no refurbished/duplicate/second hand components/parts/assembly/software are being used or shall be used.

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).

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 supplier’s at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the ‘Desktops and Peripheral Devices’/Hardware/Software already billed, we agree to take back the ‘Desktops and Peripheral Device’, FOR EACH ‘Desktop’ and Peripheral Device and software’s, without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM 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 (Not below the rank of the Company Secretary of the system OEM)

Name and Designation:

Place:

Date:

SECTION - VI

Contents of Particulars of Commercial Bid



**National Insurance Company Limited
Pune Regional Office,
Bhausahab Shirole Bhavan,
4th Floor, P M T Building,
Deccan Gymkhana, ShivajiNagar,
PUNE- 411 004
Ph no: 020-25532586 Fax: 020-25531807**

6.1 PRICE SCHEDULE

6.1.1 Price Schedule for a single unit of ‘Desktop’ with (Five) years onsite warranty (TABLE A):

Desktop Make & Model:

Amount in Rupees			
Item Description (A)	Basic Unit Price (B)	Total No. of Units (C)	Total Price (D)
Desktops with minimum specs as per Section IV (with 5 years comprehensive on site warranty)			

6.1.3 Price Schedule for a single unit of ‘LCD Projector’ with (5) year onsite warranty (TABLE C):

Item Description (A)	Basic Unit Price (B)	Total No. of Units (C)	Total Price (D)
LCD Projector with minimum specs as per Section IV			

- Any Deviation from above requisite shall be quoted separately

6.1.4 Price Schedule for a single unit of ‘Projector Screen’ (TABLE D):

Item Description (A)	Basic Unit Price (B)	Total No. of Units (C)	Total Price (D)
Projector Screen with minimum specs as per Section IV			

- Basic Unit Price takes into account Basic Price, Packing/ Forwarding charges, Insurance, charges for installation, commissioning and making the ‘Desktops’, ‘Projector’, services operational and covering maintenance during warranty period.

- Basic Unit Price excludes CST/VAT/GST, Service Tax, Entry Tax and Octroi to be paid extra upon submission of proof of payment in original.

Note:

- **The Base Price for Auction would be decided on the basis of 'Total Price' of the total unit as given in column D of TABLE A,B,C and D.**
- The monitor, keyboard, mouse should be of the same make/brand as the system quoted for the optical drive must have part code from the OEM of 'Desktops'.
- No separate quote for only Annual Maintenance Contract for any of the equipment mentioned above shall be entertained.

Signature of Witness

Date :

Place :

Signature of Bidder

Date :

Place :

Seal :

SECTION - VII

**Format of Contract
Format of Performance Bank
Guarantee
Format of Purchase order**



**National Insurance Company Limited
Pune Regional Office,
Bhauasaheb Shirole Bhavan,
4th Floor, P M T Building,
Deccan Gymkhana, ShivajiNagar,
PUNE- 411 004
Ph no: 020-25532586 Fax: 020-25531807**

7.1 Format of Contract

FORMAT FOR CONTRACT BETWEEN SUPPLIER AND NATIONAL INSURANCE COMPANY LIMITED (NIC)

THIS Memorandum of Understanding/Agreement is made on this _____ day of _____, 2017 BETWEEN M/s. _____ and carrying on business at _____ (hereinafter referred to as “SUPPLIER” and shall include its heirs, successors or permitted assigns) of the First Part and NATIONAL INSURANCE COMPANY LIMITED, a Company registered under the Companies Act, 1956 having its registered Head Office at 3, Middleton Street, Calcutta – 700 071 (hereinafter referred to as “PURCHASER” and shall include its heirs, successors or permitted assigns) of the Second Part.

WHEREAS the Supplier manufactures or procures, supplies, installs and maintains ‘Desktops and Peripheral Devices’ and sells and/or distributes such ‘Desktops and Peripheral Devices’ being party of the Second Part herein.

AND WHEREAS the Purchaser intends to procure ‘Desktops and Peripheral Devices’ for 100 schools across Jamkhed & Karjat blocks of Ahemadnagar district and has explained to the Supplier the purposes and uses for which the ‘Desktops and peripherals’ are being purchased.

AND WHEREAS the Supplier has assured that the ‘Desktops and Peripherals’ they would supply would be fit for the purposes of the Purchaser and has been agreed to relieve the “PURCHASER” from the Principle of “CAVEAT EMPTOR” being the Purchaser is a mere consumer of the ‘Desktops’ hereby it is better to rely on SUPPLIER as to the fulfillment of the purpose/s of the purchase/procurement and/or installation and maintenance.

AND WHEREAS the Purchaser invited Tenders from Suppliers for submitting Tenders for supply of ‘Desktops and Peripheral Devices’ mentioned in the Purchaser’s Invitation to tender containing broad terms and conditions for the purchase, supply, installation, commissioning and maintenance of the ‘Desktops and Peripheral Devices’ as detailed in the Tender documents.

AND WHEREAS the Supplier submitted a Tender and Tenders were submitted by some other Suppliers / Channel Partners.

AND WHEREAS out of the several Tenders, when opened, the Purchaser found the price quoted by the Supplier for ‘Desktops and Peripheral Devices’ to be the lowest of the submitted Tenders.

AND WHEREAS the Purchaser would place orders on the Supplier for purchasing ‘Desktops and Peripheral Devices’ as mentioned in the Tender and in the Offer Papers on the terms, conditions and specifications mentioned therein and in the Purchase Order issued on ____2015.

AND WHEREAS the parties herein intend to set out the terms and conditions for such purchase and maintenance of ‘Desktops and Peripheral Devices’ after installation and matters connected therewith and to define the mutual rights and obligations of the parties herein.

NOW THESE PRESENTS WITNESSETH and the parties herein agree as follows:

1. Scope:

The Invitation to Tender and the Tender/offer documents will form part of and shall be deemed to have been incorporated in these presents but in case of any conflict between any term in the said documents and in these presents the term of these presents will have overriding effect and the said two document have to be read and will have effect subject to these presents.

2. Definition:

To be reproduced from **SECTION – I and SECTION -II** of Tender Document.

3. The Desktops and Peripheral Devices:

The Supplier will sell and deliver specified Desktops and Peripheral to the Purchaser at the locations as specified in the Purchase Order. Such Desktops and Peripheral Devices will include inter alia, the following

(Please mention here the specifications offered and accepted)

4. Price:

- The supplier agrees to the price as mentioned in the Purchase Order given by NIC dated _____. It is agreed that the prices shall remain firm throughout the validity of the Contract. Any reduction in the prices from the date of signing of the contract until the delivery of the Desktops and Peripheral Devices at the destinations on account of reduction in duties, taxes and levies or for any other reason will be passed on to NIC.
- The Supplier agrees to maintain the configuration of the ‘Desktops and Peripheral Devices’ until execution of the entire order. However, if the model of the ‘Desktops and Peripheral Devices’ ordered for are replaced in the market by models of better technology or configuration before it is delivered, delivery should be of the latest configuration / technology (same make) without any price implication.

5. Warranties:

To be reproduced from **SECTION – I** of Tender Document

6. Delivery and Installation:

To be reproduced from sub-section **1.12 and 1.13** of **SECTION – I** of Tender Document.

7. Pre-Shipment Inspection:

To be reproduced from sub-section **1.8** and sub-section **1.9** of **SECTION – I** of Tender Document

8. Transportation and Insurance:

To be reproduced from sub-section **1.21** of **SECTION – I** of Tender Document

9. Scope of Work:

To be reproduced from sub-section **4.2** of **SECTION – IV** of Tender DOCUMENT

10. Training:

To be reproduced from sub-section **1.29** of **SECTION – I** of Tender DOCUMENT

11. Terms of Payment:

To be reproduced from sub-section **1.14** of **SECTION – I** of Tender DOCUMENT

12. Copyright Violation and Patent Rights:

To be reproduced from sub-section **1.18** of **SECTION – I** of Tender DOCUMENT

13. Income/Corporate Taxes:

- (a) The Supplier shall be liable to pay all the Corporate Taxes, and the Income Tax, that shall be levied according to the laws and regulations applicable from time to time in India.
- (b) Wherever the laws and regulations require deduction of such taxes at the source of payments, the Purchaser shall effect such deductions from the payment due to the Supplier. The remittance of amounts as deducted and issuance of Certificate for such deductions shall be made by the Purchaser as per the regulations in force. Nothing in the Contract shall relieve the Supplier from their responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of the Contract.

The relevant deduction certificate shall be provided to the Supplier within 90 days of deduction at source.

14. Taxes and Duties:

Supplier will be entirely responsible for making the payments in respect of all taxes/GST, stamp duties, fees, etc. in connection with delivery of Desktops and peripheral devices at site including taxes and levies to be charged in connection with local levies, transportation and incidental services and supervision of commissioning. In case any waybill or road permit is to be obtained, the Supplier shall make necessary arrangements for obtaining / submitting the same and liaison with authorities as required. All applicable taxes, levies, duties and octroi, if any, payable at the place of delivery will be reimbursed by NIC subject to production of original receipt.

15. Change of Purchase Order:

To be reproduced from sub-section **1.24** of **SECTION – I** of Tender Document

16. Contract Amendment:

No variation in the satisfaction of the terms of the Contract shall be made except by the written amendment agreed and signed by the parties.

17. Assignment:

To be reproduced from sub-section **1.34** of **SECTION – I** of Tender Document

18. Sub-Contract:

To be reproduced from sub-section **1.35** of **SECTION – I** of
Tender DOCUMENT

19. Delays in the Supplier Performance:

To be reproduced from sub-section **1.25** of **SECTION – I** of Tender DOCUMENT

20. Right to Use Defective Desktops and peripheral devices:

If after delivery, acceptance and installation and within the warranty period, the operation or of use of the Desktops and peripheral devices proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such AIO Desktops until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation shall not be treated as acceptance and/or estoppels.

21. Termination for Defaults:

The Purchaser may, without prejudice to any other remedy for Breach of the Contract, by written notice of default to the Supplier, terminate the Contract in whole or in part;

- a) If the Supplier fails to make delivery of the Desktops and peripheral devices and to render services within the time period(s) specified in the Contract or any extensions in the delivery/installation period thereof granted by the Purchaser, or
- b) If the Supplier fails to perform any other obligations under the Contract.

22. Guarantee:

The guarantee shall cover the following:

- a) Quality, strength and performance of the materials and equipment used.
- b) Safe electrical and mechanical stresses, on all parts of the equipment under all specified conditions of operation.
- c) Prompt service during maintenance period for repairs and breakdown.

23. Maintenance during Warranty Period:

To be reproduced from sub-section **1.16** of **SECTION – I** of
Tender DOCUMENT

24. Annual Maintenance Contract (AMC):

To be reproduced from sub-section **1.17** of **SECTION – I** of
Tender DOCUMENT

25. Satisfactory Complimentary Performance:

To be reproduced from sub-section **1.22** of **SECTION – I** of
Tender DOCUMENT

26. Governing Language:

To be reproduced from sub-section **1.31** of **SECTION – I** of Tender DOCUMENT

27. Applicable law:

The contract shall be interpreted in accordance with the Indian laws.

28. Resort to Security Deposit and Liquidated Damages:

In the event the Purchaser terminated the Contract in whole or in part, the Purchaser shall:

- (i) Not refund the Earnest Money Deposit (EMD) / encash the BG
- (ii) Deduct Liquidated damages as specified hereafter in Clause number 32 of this contract
- (iii) May procure, upon such terms and in such manner as it deems appropriate, Desktops and peripheral devices similar to those undelivered and/or Services not performed, and the Supplier shall be liable to the Purchaser, for any excess costs, for such similar Desktops and peripheral devices and/or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

29. Force De Majeure:

To be reproduced from sub-section **1.36** of **SECTION – I** of Tender DOCUMENT

30. Termination on Insolvency:

To be reproduced from sub-section **1.30** of **SECTION – I** of Tender DOCUMENT

31. Termination for Convenience:

To be reproduced from sub-section **1.37** of **SECTION – I** of Tender DOCUMENT

32. Liquidated Damages:

To be reproduced from sub-section **1.26** of **SECTION – I** of Tender DOCUMENT

33. Obligation:

To be reproduced from sub-section **1.38** of **SECTION – I** of Tender DOCUMENT

34. Resolution of Disputes:

All disputes and/or differences in respect of which the Supplier and the Purchaser have not been able to amicably resolve through negotiations shall on the initiative of either party be referred to the adjudication by a Sole Arbitrator to be nominated by the General Manager, IT of NIC whose decision shall be final and the Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 with any statutory modifications thereof, if required.

Performance under these presents shall, if reasonably possible, continue during the arbitration proceedings and payment due to the Supplier by the Purchaser shall not be withheld, unless they are the subject matter of the arbitration proceedings.

35. Notices:

To be reproduced from sub-section **1.33** of **SECTION – I** of
Tender DOCUMENT

36. Limitation of Liability

To be reproduced from sub-section **1.39** of **SECTION – I** of
Tender DOCUMENT

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month
and year first above written.

SIGNED SEALED AND DELIVERED FOR _____(Vendor)_____

By the hands of Shri/Smt. _____

In presence of Shri/Smt. _____

In presence of Shri/Smt. _____

SIGNED SEALED AND DELIVERED FOR NIC

By the hands of Shri/Smt. _____

In presence of Shri/Smt. _____

In presence of Shri/Smt. _____

7.2. GENERAL FORMAT FOR PERFORMANCE BANK GUARANTEE

PROFORMA BANK GUARANTEE FOR PAYMENT (TO BE SUBMITTED IN NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE PURCHASED IN THE NAME OF THE ISSUING BANK)

To

National Insurance Company Limited
Pune Regional Office,
Bhausahab Shirole Bhavan,
4th Floor, P M T Building,
Deccan Gymkhana, ShivajiNagar,
PUNE- 411 004
Ph no: 020-25532586 Fax: 020-25531807

Dear Sirs,

In consideration of your having placed a Purchase Order for purchase of 'Desktops and peripheral devices' Computers (with..... and your agreeing to pay the aforesaid Messer

..... (Hereinafter referred to as 'The Supplier' and shall include his heirs, successors and permitted assigns) a sum of `..... (Rupees.....) as and by way of payment in terms of the Contract / Supply Order / Purchase Order No. Dated with you (hereinafter referred to as 'Contract') on your agreeing to furnish to you with our guarantee in the manner hereinafter contained, we(Bankers Name) located atwith registered office at

DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. We, Bank Ltd. having our office located at do hereby undertake to indemnify National Insurance Company Limited or their heirs, successors or permitted assigns (hereinafter referred to as NIC) and keep indemnified to the extent of the sum of `..... (Rupees) from and against all losses and damages that may be caused to NIC in relation to the payment to be made by NIC to the Supplier as aforesaid by reason of any default or defaults on the part of the Supplier in the due supply of plant / machinery / equipment / spares / services for carrying out any work or discharging supplier's obligation as per the said contract in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof and in the event of any default or defaults on the part of the Supplier as aforesaid we shall forthwith on demand and without demur pay to NIC any sum not exceeding in the total the said sum of `..... (Rupees) as may be claimed by NIC to be due from the Supplier by way of refund of such payment or any portion or otherwise as NIC's losses and / or damages, costs charges or expenses incurred by reason of such default or defaults on the part of the Supplier as aforesaid.
2. Notwithstanding anything to the contrary, NIC's decision as to whether the Supplier has made any such default or defaults and the amount or amounts to which NIC is entitled by reasons thereof will be binding on us and we shall not be entitled to ask NIC to establish their claim or claims under this guarantee, but will pay the same forthwith on NIC's demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by NIC on the applications by the Supplier after completion of delivery of Desktops and peripheral devices / services / terms and conditions at site provided always this guarantee shall in no event remain in force after the day of Without prejudice to NIC's claim or claims arisen and demanded from or otherwise notified to us in writing on or before the seventh day after the said date of expiry of the guarantee which will be enforceable against us notwithstanding that the same is or not enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period this agreement till such time with the Supplier's consent on the request by NIC.
5. NIC will have the fullest liberty without affecting this guarantee, either to vary, or to modify and to revoke any of the terms and conditions of the said contract or to extend the time of performance of the Supplier or to postpone for any time or from time to time any of NIC's rights or powers against the Supplier and either to enforce or to forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of NIC's liberty. With reference to matters aforesaid or by reason of any time being given to the Supplier, or any other forbearance, act or omission on NIC's part or any indulgence by NIC to the Supplier or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always nothing herein contained will enlarge our liability hereunder beyond the limit of ` (Rupees.....) as aforesaid or extend the period of the guarantee beyond the said day of Unless expressly agreed to by us in writing.
6. This guarantee shall not in any way be affected by NIC's taking or varying or giving up any securities from the Supplier or any other person, firm or company on their behalf or by winding up, dissolution, insolvency or death as the case may be of the Supplier or his company/firm.
7. In order to give full effect to the guarantee herein contained, NIC shall be entitled to act as if we were your principal debtors in respect of all NIC's claims against the Supplier hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the Supplier from time to time arising out of or in relation to the said contract and in respect of which NIC's claim in writing is lodged on us on or before the seventh day after expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been lodged / given / submitted when the same is posted.
10. This guarantee and the powers and provisions herein contained, are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to NIC by us and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the Supplier or us nor shall it be affected by any change in your constitution or by amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. This guarantee shall come into force simultaneously with NIC's making the aforesaid payment to the Supplier and shall not be revoked by us whether before its coming into force

or any time during its currency without NIC's prior consent in writing.

13. We further agree and undertake to pay to NIC the amount demanded by NIC in writing irrespective of any dispute or controversy between NIC and the Supplier.
14. Notwithstanding anything contained hereinabove our liability under this agreement is restricted to `..... (Rupees). Unless a written claim is lodged on us for payment under this guarantee within seven days of the date of expiry of this guarantee i.e. on or before all NIC's rights under this guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us, discharged.
15. We have power to issue this guarantee in NIC's favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED ON THE DAY OF FOR & ON
BEHALF OF THEBANK LTD.

FOR & ON BEHALF OF

(BANKER'S NAME)

Branch Manager

(Banker's seal)

Address.....

.....

P.S.: The amount referred to above will be as per the terms of payment specified

7.3 General Format of Purchase Order

Our Ref: PO *NIC/PRO/270000/IT/CSR/06/2017*

Date:

Dear Sirs,

**Re: Purchase order for supply installation and maintenance of Desktops and peripheral devices vide
TENDER No. *NIC/PRO/270000/IT/CSR/06/2017***

This has reference to your quotation dated _____ against the above referred TENDER.

Whereas you have quoted for supply, installation and **three years** on-site maintenance of Desktops and peripheral devices as detailed in Purchase Order in 100 schools of two blocks of Ahemadnagar, Pune district namely Jamkhed & Karjat, of makes and models of systems and components offered by you in terms of our specifications and demonstrated by you to our Committee more fully described in **Schedule – I** annexed hereto.

We, National Insurance Company Limited, hereinafter referred as ‘NIC’, hereby accept your offer contained in your price quotation dated _____ for single unit of Desktops and peripheral devices at Basic Unit Price of Rs. __ (Rupees _____ only) and the final price decided through reverse auction. ‘Basic Unit Price’ is more fully described in **Schedule – II**.

We hereby take pleasure in placing the Purchase order with you for Desktops and peripheral devices as mentioned in purchase order in 100 schools across Jamkhed & Karjat blocks of Ahemadnagar district, more fully described in **Schedule – III** at a total price of Rs. _ (Rupees _____ only) plus applicable taxes as decided through reverse auction.

We would also like you to take note of the fact that we may place subsequent orders for additional Desktops and peripheral devices of the same make and model for any of our offices across the country at a price as given in **Schedule – II** of this Purchase Order as per the same terms and conditions of the above referred TENDER. However, if the model of the Desktops and peripheral devices ordered for is replaced in the market by models of better technology or configuration before it is delivered, delivery should be of the latest configurations/technology without any price implication.

As per TENDER terms and conditions, the delivery, installation and commissioning of these Desktops and peripheral devices to be completed within **six** weeks from date of issuance of purchase order. It may please be noted that for Systems installed after scheduled date if installation, Liquidated Damage Clause as given in the TENDER Document may be invoked.

The following points should be noted in addition to the above:

1. The unit price of the Desktops and peripheral devices agreed upon, the total number of systems and components to be supplied and the total price of systems and components covered by this Purchase order is as given in **Schedule – II**. The total order value for delivery, installation and three years on-site maintenance of the systems as given in the Purchase order is Rs. _____ (Rupees _____ only) plus applicable taxes as decided through reverse auction.

2. The 'Basic Unit Price' includes Packing/ Forwarding charges, Insurance, charges for installation, commissioning and making the 'Desktops and peripheral devices', services operational and covering maintenance during three years warranty period as per the Scope of Work given in **Schedule - IV** at each of the locations detailed in **Schedule – III**.
3. In case any of the items are required for which quotations have been submitted by you as optional item, the same will be billed accordingly.
4. Any other applicable taxes which may be payable on actual basis wherever applicable will be paid extra by 'NIC' subject to production of original documents/receipt issued by the appropriate Authority.
5. In case any Way Bill or Road Permit is required to be furnished by 'NIC', you shall coordinate and assist 'NIC' in obtaining the same. All formalities in this respect shall be arranged and to be complied with, will be done you.
6. It will be your responsibility to take care of all formalities, if any, necessary as per orders of any Government/Non-government Authority in force at the point of delivery.
7. You have also agreed to maintain the price and configuration of the Desktops and peripheral devices tendered for until execution of the entire order and for a period of **6(Six) months** from the date of purchase order. You have also agreed to pass on benefit arising out of any fall in the prices between the date of placement of Purchase order and the date of delivery of the Desktops and peripheral devices ordered for, on account of revision in prices of chipset and other components or on account of revision in duties and taxes or for any other reason whatsoever. Similarly, you have also agreed that if the model of the Desktops and peripheral devices quoted for is replaced in the market by model of better technology or configuration before it is delivered, delivery should be of the latest technology/configuration without any price implication.
8. You have to enter into a contract with National Insurance Company Limited within 2 (two) weeks after receiving the purchase order. The format of the contract is attached in Section –VII of the TENDER. Failure to enter into Contract may result in cancellation of the Purchase Order.
9. You have to supply one unit of quoted Desktops and peripheral devices computer within 2 weeks from the date of receipt of this purchase order for testing of our various software applications at Head Office, Kolkata and make an image of that applications. The same image will be loaded in all other Laptop at factory site before distribution to respective locations.

Pre-Dispatch Inspection (PDI):

NIC at its discretion may ask for Pre-Dispatch inspection (PDI) of 'Desktops and peripheral devices', as per the Purchase Order to be placed with the technically qualified and lowest quoted Bidder/s which will be done by the Technical Evaluators /and or Officials of NIC at the vendor's site/factory site(location) of the OEM/Dealer/Supplier within Ahmednagar /Pune / Mumbai District prior to dispatch of products.

The Supplier/s will intimate NIC as to when the systems/Products as per Purchase Order are ready for shipment for pre-shipment inspection, prior to dispatch. The supplier shall submit the serial numbers of the 'Desktops and peripheral devices' prior to fixing of PDI date.

What the Supplier/s should do:

1. Before Pre-Shipment Inspection

- a. Confirm to NIC that all “Desktops and peripheral devices’ are QA Tested, found OK and are ready for dispatch in unpacked condition
- b. Confirm to NIC the serial numbers of Desktops and peripheral devices.
- c. Desktops and peripheral devices to be inspected by the Technical Evaluators /and or Officials of NIC, at NIC’s discretion at the vendor’s site/factory site(location) of the OEM/Dealer/Supplier within Ahmednagar /Pune / Mumbai District prior to shipment.
- d. Confirm to NIC the date/s on which Pre-Shipment inspection can be done.

2 On arrival of the pre-shipment inspection team at the manufacturer’s/supplier’s site, the Supplier/s must comply with the following:

- a. Offer all quoted ‘Desktops and peripheral devices’ for inspection to the inspection team as per the list of serial numbers of all the ‘Desktops and peripheral devices’ submitted prior to the commencement of Pre Dispatch Inspection.
- b. Make requisite arrangements and to keep ready all ‘Desktops and peripheral devices’ in the test bench in batches such that the inspection of Desktops and peripheral devices may be completed within 1 week .While calculating the period of delivery, due allowance will be given for the actual number of days spent on such inspection.
- c. The Technical Evaluators will test all ‘Desktops and peripheral devices’. After testing the systems, the NIC Officials will affix their seal on the systems in token of having accepted the systems and found them to be according to the specifications ordered for.
- d. Once seals are pasted on the ‘Desktops and peripheral devices’, after inspection by the inspection team, the ‘Desktops and peripheral devices’ should not be opened; seals should not be tampered with until installed at respective sites. If seals are found to be tampered at the time of installation by School Authorities, those machines with seals tampered will be liable for rejection at the option of NIC.
- e. In case of any system/s are found to be not working or not acceptable to the NIC for any reason whatsoever, the Supplier/s shall arrange for the replacement of the Systems forthwith and also get the replaced systems tested by the NIC team at the site of inspection itself.
- f. In case the stay of the Inspection team gets extended or a second visit is required for inspection due to the delay/non-cooperation on the part of Supplier/Manufacturer, the cost to NIC’s inspection team shall be borne by the Supplier/s. Alternatively, the cost to NIC will be recovered from the bill amount payable to the Supplier/s.

Deemed Delivery:

Nothing in this clause shall in any way release you from any warranty and other obligations contained in the TENDER document.

Installation and commissioning of the Desktops and peripheral devices to be completed within six weeks from the date of placement of the Purchase Order. The cost of delivery and installation, if any, will have to be borne by you and no separate charge will be paid by ‘NIC’.

In case of any system(s)/accessories are delivered to a location other than the specified location, it will be your duty to deliver the same system to the original location specified for it. The cost involved for the same will be borne by you. Delivery is deemed to be completed when the following are received at the specified location in full:

- a) Desktops and peripheral devices with all the accessories mentioned in this Purchase Order;
- b) System Software and other software including media(e.g., OEM Recovery CD,CDs containing latest patches etc., and
- c) Associated Documents/Licenses/Manuals.

If the factory inspection seal is missing or tampered or damaged, the system(s) shall not be accepted and as such will be deemed to have been not delivered.

Deemed Installation:

- a) An Authorized Official of ‘the School’ must acknowledge with Signature, Date and Official Stamp delivery of the Desktops and peripheral devices.

- b) Installation is deemed to be completed after:

- I. Installation and commissioning of the supplied Desktops and peripheral devices.

- II. Partitioning of the Hard Disk Drive of the ‘Desktops and peripheral devices’ into four partitions C:, D:, E: and F: with C: as 50 GB, D: as 100 GB E: as 100 GB and the rest of the space will be allocated to F: drive.

- III. Loading of all the requisite latest patches of the Operating System.

- IV. Migration of the data and application including the current settings from the existing system (if any) of the user to the newly delivered Desktops and peripheral devices. In order to comply with this requirement, the Supplier will undertake the activity of backup and restoration, wherever required.

- II. Furnishing of detailed manuals (Hardware & Software) for each appropriate unit of the supplied Desktops and peripheral devices Systems.

- c) During warranty period, in case of any fault in the hardware, the bidder must provide support to rectify that faulty part and reload the operating system as and when required.

OEM must ensure that all the required parts must be available for minimum **Five years** from date of installation of systems.

- d) 'NIC' reserves the right to enter into separate AMC with any organization after free on-site warranty period.

In case of failure on your part to adhere to the time schedule, the Liquidated Damages condition shall be invoked by 'NIC' as per Liquidated Clause of TENDER.

The Delivery, Installation and Commissioning must take place preferably during working days and working hours of 'school' in presence of the Authorized official/s of 'School' at the specified location.

Training:

At the discretion of the user, you have to explain the functionalities of the Desktops and peripheral devices while installing the same at the respective locations of 'SCHOOLS' IN Jamkhed & Karjat blocks of Ahmednagar District, Maharashtra as specified in the Purchase Order so that there is no operational difficulty to the user.

Terms of Payment:

All payments pertaining to this Tender will be made centrally from PUNE REGIONAL OFFICE. Entry Tax and Octroi as applicable at the billing point which becomes payable at the point of delivery shall be first paid by the vendor and reimbursed by the NIC against production of proof of payment (original copy).

For 70% Payment against delivery of Desktops and peripheral devices:

NIC will pay 70% of the Invoice Amount against full delivery of all the "Desktops and peripheral devices and other related items like accessories and manuals at all respective locations of schools to the successful Bidder against submission of the following documents from each of the location:

- a) A copy of Signed Contract (as Per format given in Section – VII)
- b) Invoice (with reference of Purchase Order / advice for execution, description of Desktops and peripheral devices delivered, quantity, unit price, total amount)
- c) Delivery Challan duly signed by concerned school Authority.
- d) "Proof of Delivery" in original for respective locations stamped and signed by both the Suppliers' representative and school official with official Seal and Date.
- e) "Proof of No Short Shipment" in original for respective locations stamped and signed by both the Suppliers' representative and school official with official seal along with date.
- f) Letter from the Supplier confirming that there has been no fall in prices between the date of submission of bid under this TENDER and the date of delivery of the components in the respective locations of Schools.

- g) Software Licenses for Utility / System Software, if any.
- h) Original manuals, media, licenses of hardware / software and all relevant accessories as may be required.
- i) No Dues Certificate (i.e., indemnifying the Purchaser that the supplied items or services do not bear any dues from any other sources, whatsoever).
- j) Certificate Indemnifying the Purchaser by the Supplier regarding Violation of Copyright and Patents.
- k) Certificate regarding undertaking of authenticity for ‘Desktops and peripheral devices’ supplied from/by OEM.

For balance 30% Payment

- a) A Performance Guarantee of 30% of the Contract Value in the form of BG covering the entire warranty period of 5 (Five) years from the last date of installation of ‘Desktops and peripheral devices’ under this purchase order of this TENDER.
- b) Successful Installation and Commissioning of the ‘Desktops and peripheral devices’ within the scheduled installation period.
- c) Receipt of Installation Note / Report duly signed with date and stamped by the Bidder and School official/s of the respective locations.
- d) If the site is not ready, the Site Not Ready (SNR) Certificate must be taken from authorized official of School. In such case, penalty clause will not be imposed as per the LD Clause & Payment will be processed.
- e) Invoice for balance amount
- f) “Installation Report / Certificate” in original for respective locations stamped and signed with date by both the Suppliers’ representative and school official for that location with official seal.
- g) Proof of payment of applicable taxes (in original)

Penalty Clause (Applicable during Warranty Period):

Any ‘Desktops and peripheral devices’ that is reported to be down on any day should be attended as follows:

S. No.	Class of Cities	Response Time (in Hours)	Resolution Time
1	Jamkhed & Karjat Block,Ahmednagar	48	Within 3 Next school Working Days

Working days will be counted from the same date of logging call, if the call is logged before 12

noon else from the following working day (Monday to Friday).

Failure to comply with the above conditions will attract penalty as follows:

- a) Penalty for call resolution within first seven working days beyond above permissible period @ Rs.200.00 per school working day per call.
- b) Penalty for call resolution after first seven working days beyond above permissible period @ Rs.400.00 per school Working day per call.

Cancellation Clause:

If the Desktops and peripheral devices are not supplied, installed and commissioned within **TEN WEEKS** from the scheduled last date of installation as mentioned in Purchase Order, 'NIC' reserves the right to reject the TENDER completely with the right to invoke the Performance Guarantee furnished by you favoring NIC.

Change in Purchase Order:

NIC may at any time, by written order to the Supplier/s, make changes within the general scope of the Purchase Order in any one or more of the following:

- d) Configuration/Specifications (For Upgraded version only, in case offered by the Bidder)
- e) Place of delivery or installation or both.
- f) Services to be provided by Supplier/s.

Any increase/decrease in the price on account of (b) and (c) above, shall be mutually discussed and equitable adjustment shall be made in the price schedule.

Delays in your performance:

Delivery of the Desktops and peripheral devices Systems and performance of the services shall be made by you in accordance with the time schedule mentioned in the Purchase Order.

Any delay by you in the performance of your delivery obligations shall render you liable for imposition of liquidated damages and/or termination of the contracts for default, besides encashment of the EMD/PBG.

Any incidental taxes and levies on account of delay in performance i.e. delivery/installation/ Replacement of defective parts, shall be on your account.

Liquidated Damages:

In case delivery, installation and commissioning of the Desktops and peripheral devices ordered for is not fully completed at any location of Schools as specified within stipulated period, Liquidated Damages condition shall be invoked if such delay is not attributable to "Force De Majeure".

The quantum of Liquidated Damages will be 0.5% of the price of undelivered Desktops and peripheral devices for each week (7 calendar days) or part thereof of delay beyond the time schedule for completion of the installation, testing and commissioning at individual offices. In case the

LD crosses 5% of the Total Contract Value, NIC may exercise the option of Terminating the Contract and encashing the PBG.

In the case of delay in the rectification of the defects falling under warranty of the Supplier/s, NIC is also entitled to claim liquidated damages as mentioned above along with deducting Penalty during the warranty period as mentioned in 1.16.3.

Force De Majeure:

Notwithstanding the provisions contained herein you shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force De Majeure.

For the purpose of this clause “Force De Majeure” means an event beyond your control and not involving your fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its contractual capacity, wars or revolution, fires, floods, epidemic, quarantine restrictions and freight embargoes.

If a Force De Majeure situation arises, you shall promptly notify ‘NIC’ in writing of such condition and the clause thereof. Unless otherwise directed by ‘NIC’ in writing you shall continue to perform your obligations under the Contract as far as reasonably practical, and shall adopt all reasonable alternative means for performance not prevented by Force De Majeure clause.

Limitation of Liability:

1. Neither parties shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury, including, without limitation, loss of use, data, revenue, profits, business interruption, and loss of income or profits, that may arise out of or result from this Agreement, irrespective of whether it had an advance notice of the possibility of any such damages.

2. The aggregate liability of supplier under this Agreement, regardless of the form of the claim, shall not exceed aggregate of (i) value of the products supplied during six months prior to the date of claim; (ii) the fees received by supplier under this Agreement during the six months preceding the date of such claim, for services.

Contract with ‘NIC’:

You will have to enter into a contract with National Insurance Company Limited. The format of the contract is attached in Section – VII of the TENDER Document. Failure to enter into Contract may result in cancellation of the Purchase Order.

Compliance with Terms and Conditions:

Please note that all the Terms and Conditions as specified in our TENDER Document against our TENDER No. under reference *NIC/PRO/270000/IT/CSR/06/2017* for Desktops and peripheral devices and as agreed to by you and your OEM shall be applicable in the execution of this Purchase Order and shall be duly and diligently complied with.

Kindly return the copy of this Purchase Order duly signed in acknowledgement of its receipt and confirmation of the contents.

Yours faithfully,

(Authorized Signatory)

Enclosure:

1. Schedule I : Configuration of Desktops and peripheral devices as offered and demonstrated
2. Schedule II : Price break-up including additional components as offered
3. Schedule III: Locations of 'primary Govt. school in Jamkhed & Karjat Tehsil of Ahmednagar District, Maharashtra' where 'Desktops and peripheral devices' are to be delivered along with other items.
4. Schedule IV : Scope of Work

Annexure I :

List of 100 Nos. of Schools & Locations of Delivery in Ahmednagar district, Pune

Sl. No	School name	Block	Cluster
1	Z.P.P.SCHOOL MALAI VASTI	JAMKHED	ARANGAON
2	Z.P.P.SCHOOL YADAV VASTI	JAMKHED	ARANGAON
3	Z.P.P.SCHOOL GIRVALI	JAMKHED	ARANGAON
4	Z.P.P.SCHOOL AGHI	JAMKHED	HALGAON
5	Z.P.P.SCHOOL CHONDI	JAMKHED	HALGAON
6	Z.P.P.SCHOOL AHILYANAGAR	JAMKHED	HALGAON
7	Z.P.P.SCHOOL GABBAR VASTI	JAMKHED	HALGAON
8	Z.P.P.SCHOOL GOYKAR WADI	JAMKHED	HALGAON
9	Z.P.P.SCHOOL KHUNTEWADI	JAMKHED	HALGAON
10	Z.P.P.SCHOOL MUNJEWADI	JAMKHED	HALGAON
11	Z.P.P.SCHOOL AHILYANAGAR	JAMKHED	PATODA
12	Z.P.P.SCHOOL SARADWADI	JAMKHED	JAMKHED
13	Z.P.P.SCHOOL GAVALADI	JAMKHED	TELANGASHI
14	Z.P.P.SCHOOL KHARDA URDU	JAMKHED	KHARDA
15	Z.P.P.SCHOOL NAGOBACHI WADI	JAMKHED	KHARDA
16	Z.P.P.SCHOOL SATEPHAL	JAMKHED	KHARDA
17	Z.P.P.SCHOOL MAHARNAR VASTI	JAMKHED	KHARDA
18	Z P P SCHOOL BRHANPUR	JAMKHED	SONEGAON
19	Z.P.P.SCHOOL DATTAWADI	JAMKHED	NANNAJ
20	Z.P.P.SCHOOL MOHALKARWASTI	JAMKHED	NANNAJ
21	Z.P.P.SCHOOL ANADWADI	JAMKHED	NAYGAON
22	Z.P.P.SCHOOL VANVEVASTI	JAMKHED	NAYGAON
23	Z.P.P.SCHOOL SATEWADI	JAMKHED	NAYGAON
24	Z.P.P.SCHOOL UGALEWASTI	JAMKHED	NAYGAON
25	Z.P.P.SCHOOL BASARWADI	JAMKHED	NAYGAON
26	Z.P.P.SCHOOL SURVASE VASTI	JAMKHED	PATODA
27	Z.P.P.SCHOOL CHUMBHALI	JAMKHED	RAJURI
28	Z.P.P.SCHOOL DOLEWADI	JAMKHED	RAJURI
29	Z.P.P.SCHOOL KATEWADI	JAMKHED	RAJURI
30	Z.P.P.SCHOOL PANDAV VASTI	JAMKHED	SAKAT
31	Z.P.P.SCHOOL LEHANEWADI	JAMKHED	SAKAT
32	Z.P.P.SCHOOL NANEWADI	JAMKHED	SAKAT
33	Z.P.P.SCHOOL KADBHANWADI	JAMKHED	SAKAT
34	Z.P.P.SCHOOL HANUMANWADI SAKAT	JAMKHED	SAKAT
35	Z.P.P.SCHOOL BANGARVASTI	JAMKHED	SONEGAON
36	Z.P.P.SCHOOL MALEWADI	JAMKHED	TELANGASHI
37	Z.P.P.SCHOOL PHAKRABAD	JAMKHED	ARANGAON
38	Z.P.P.SCHOOL HALGAON	JAMKHED	HALGAON
39	Z.P.P.SCHOOL JAVALA	JAMKHED	HALGAON
40	Z.P.P.SCHOOL LONI	JAMKHED	NAYGAON
41	Z.P.P.SCHOOL SHIUR	JAMKHED	NAYGAON
42	Z.P.P.SCHOOL SAKAT	JAMKHED	SAKAT

43	Z.P.P.SCHOOL PIMPALGAON UNDA	JAMKHED	SONEGAON
44	Z.P.P.SCHOOL DEV DAITHAN	JAMKHED	TELANGASHI
45	Z.P.P.SCHOOL DHAMANGAON	JAMKHED	TELANGASHI
46	Z.P.P.SCHOOL TENLGASHI	JAMKHED	TELANGASHI
47	Z.P.P.SCHOOL DEMANWADI	KARJAT	ALSUNDE
48	Z.P.P.SCHOOL ANRASEVASTI	KARJAT	ALSUNDE
49	Z.P.P.SCHOOL HOLEWADI	KARJAT	ALSUNDE
50	Z.P.P.SCHOOL KUMBHEPHAL	KARJAT	ALSUNDE
51	Z P P SCHOOL VHAKATWADI	KARJAT	BAHIROBAWADI
52	Z.P.P.SCHOOL GAYKARWADI	KARJAT	BAHIROBAWADI
53	Z.P.P.SCHOOL JOGESHVARWADI	KARJAT	BAHIROBAWADI
54	Z.P.P.SCHOOL SUPE	KARJAT	BAHIROBAWADI
55	Z.P.P.SCHOOL BERDI	KARJAT	BHAMBORA
56	Z.P.P.SCHOOL VADARVASTI	KARJAT	BHAMBORA
57	Z.P.P.SCHOOL HINGANGAON	KARJAT	BHAMBORA
58	Z.P.P.SCHOOL KALEVASTI	KARJAT	BHAMBORA
59	Z.P.P.SCHOOL TAJU	KARJAT	BHAMBORA
60	Z. P. P. SCHOOL TARASDRA	KARJAT	CHAPADGAON
61	ZPP SCHOOL JADHAVWASTI N.DK	KARJAT	CHAPADGAON
62	Z.P.P.SCHOOL DISALEVASTI	KARJAT	CHAPADGAON
63	Z P SCHOOL REDEKAR VASTI	KARJAT	KARJAT
64	Z P SCHOOL DHANDE VASTI (THERVADI)	KARJAT	KARJAT
65	Z.P.P.SCHOOL JAMDARWADA	KARJAT	KARJAT
66	Z.P.P.SCHOOL KHEDANWADI	KARJAT	KHED
67	Z.P.P.SCHOOL KARBANWADI	KARJAT	KHED
68	Z.P.P.SCHOOL MOHITEWASTI	KARJAT	KHED
69	Z.P.P.SCHOOL SHIMPORE NAVE	KARJAT	KHED
70	Z.P.P.SCHOOL CHAKHALEWADI	KARJAT	KOMBALI
71	Z.P.P.SCHOOL PAWAR VASTI	KARJAT	KOMBALI
72	Z.P.P.SCHOOL BAJRANGWADI	KARJAT	KOREGAON
73	Z.P.P.SCHOOL KOREGAON	KARJAT	KOREGAON
74	Z.P.P.SCHOOL DIKSAL	KARJAT	MIRJGAON
75	Z.P.P.SCHOOL BAVADKAR VASTI	KARJAT	MIRJGAON
76	Z.P.P.SCHOOL RATANJAN	KARJAT	MIRJGAON
77	Z.P.P.SCHOOL GANGEWADI	KARJAT	PATEGAON
78	Z. P. P. SCHOOL MENGDE VASTI	KARJAT	PATEGAON
79	Z.P.P.SCHOOL MUSALMANVASTI	KARJAT	PIMPALWADI
80	Z. P. P. SCHOOL POTREVASTI	KARJAT	PIMPALWADI
81	Z.P.P.SCHOOL YESVADI	KARJAT	RASHIN
82	Z.P.P.SCHOOL NATHACHIWADI	KARJAT	SHINDE
83	Z.P.P. SCHOOL WANJARWASTI SHINDE	KARJAT	SHINDE
84	Z. P. P. SCHOOL NIMBALKARBAGALVASTI	KARJAT	SHINDE
85	Z.P.P.SCHOOL SATALEVASTI	KARJAT	THERGAON
86	Z.P.P.SCHOOL RAIKARWADI	KARJAT	THERGAON
87	Z.P.P.SCHOOL NAVALEVASTI	KARJAT	RASHIN
88	Z.P.P.SCHOOL KANGUDWADI	KARJAT	RASHIN

89	Z.P.P.SCHOOL THERVADI	KARJAT	KARJAT
90	Z.P.P.SCHOOL ALASUNDE	KARJAT	ALSUNDE
91	Z.P.P.SCHOOL DESHMUKHWADI	KARJAT	ALSUNDE
92	Z.P.P.SCHOOL BHAMBORA	KARJAT	BHAMBORA
93	Z.P.P.SCHOOL GURAVPIMPARI	KARJAT	GURAVPIMPARI
94	Z.P.P.SCHOOL RAVALGAON	KARJAT	GURAVPIMPARI
95	Z.P.P.SCHOOL BENVADI	KARJAT	KARJAT
96	Z.P.P.SCHOOL KARPADI	KARJAT	KHED
97	Z.P.P.SCHOOL PATEGAON	KARJAT	PATEGAON
98	Z.P.P.SCHOOL BARADGAON DAGADI	KARJAT	PIMPALWADI
99	Z.P.P.SCHOOL DURGAON	KARJAT	PIMPALWADI
100	Z.P.P.SCHOOL RASHIN BOYS	KARJAT	RASHIN