## File No. 10(41)/2014-NICSI

# NATIONAL INFORMATICS CENTRE SERVICES INCORPORATED (A Government of India Enterprise under NIC) MINISTRY OF COMMUNICATION AND INFORMATION TECHNOLOGY

# **REQUEST FOR PROPOSAL**

for

**Empanelment of Agencies** 

for the Supply, Rental and Warranty Support of ETS, GPS and Related Equipment

Tender No. NICSI/ETS-GPS-NLRMP/2015/11



HALL NO. 2&3, 6TH FLOOR, NBCC TOWER, 15 BHIKAJI CAMA PLACE, NEW DELHI – 110066. TEL – 26105054, FAX – 26105212

# **TABLE OF CONTENTS**

1.	DISCLAIMER	3
2.	ABOUT NICSI	3
3.	ABOUT THIS TENDER	4
3.1	Scope of Work	4
3.2		
3.3	CONDITIONS SPECIFIC TO PAID TRAINING	6
3.4	CONDITIONS SPECIFIC TO RENTAL OF EQUIPMENT	7
3.5	ELIGIBILITY CRITERIA	9
3.6	EARNEST MONEY DEPOSIT	9
4.	TIME SCHEDULE	. 10
<b>5.</b>	PRE BID SESSION	11
6.	AVAILABILITY OF TENDER	
7.	BID SUBMISSION	
	BID OPENING	
8.		
9.	BID EVALUATION	
9.1	V	
9.2		
9.3		
10.	EMPANELMENT OF VENDORS	. 14
10.	SECURITY DEPOSIT AND PERFORMANCE BANK GUARANTEE	16
11.	PLACING OF PURCHASE ORDERS	17
12.	ACCEPTANCE TESTING PROCESS	17
13.	STOCK ENTRY AND BILLING TO END USER	. 18
14.	PROCESS FOR DELIVERY, RENTAL AND TRAINING	. 19
14.		
14.		
14.	FOR RENTAL OF EQUIPMENT	20
14.	For Paid Training	21
15.	WARRANTY	. 22
16.	PENALTY CALCULATION PROCESS	. 24
17.	PAYMENT PROCESS	. 25
18.	GENERAL TERMS AND CONDITIONS	. 26
18.		
18.		
18.	· · ·	
18.	·	
18.		
18.		
18.	7. Indemnity	29
18.	3. LABOUR LAWS	29
18.	9. TERMINATION FOR INSOLVENCY	30
18.	0. Force Majeure	30

		No. 10(41)/2014-NICSI
18.11.	TERMINATION FOR DEFAULT	31
18.12.	ARBITRATION	31
18.13.	CONCILIATION	
18.14.	APPLICABLE LAW	31
19. ANNEXUR	E	32
ANNEXURE 1.	VALIDITY OF BIDS, RATES, ETC	33
ANNEXURE 2.	BID SUBMISSION	34
ANNEXURE 3.	BID SUMMARY	37
ANNEXURE 4.	ELIGIBILITY CRITERIA	39
ANNEXURE 5.	DOMESTIC VALUE ADDITION	42
ANNEXURE 6.	PMA AFFIDAVIT	
ANNEXURE 7.	CLIENT DETAILS	
ANNEXURE 8.	SUPPORT INFRASTRUCTURE	
ANNEXURE 9.	MAF TEMPLATE	
ANNEXURE 10.	TECHNICAL 1 - ELECTRONIC TOTAL STATION	
ANNEXURE 11.	TECHNICAL 2(A) - DGPS SYSTEM (SURVEY GRADE)	
	TECHNICAL 2(B) – RTK SURVEY KIT	
ANNEXURE 12.	TECHNICAL 3 – HIGH ACCURACY HANDHELD GPS	
ANNEXURE 13.	TECHNICAL 4 – MEDIUM ACCURACY HANDHELD GPS	
ANNEXURE 14.	TECHNICAL 5 – REAL TIME HANDHELD GPS	
ANNEXURE 15.	FINANCIAL BID.	
ANNEXURE 16.	PANEL FORMATION	
ANNEXURE 17.	TRAINING COMPLETION CERTIFICATE	
ANNEXURE 18.	RENTAL COMPLETION CERTIFICATE	
ANNEXURE 19.	EMD & TENDER FEE	68

## 1. DISCLAIMER

The information contained in this Request for Proposal Document (—RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of any of their representatives, employees or advisors (collectively referred to as —NICSI Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the NICSI Representative(s) to any party other than the entities, who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the NICSI Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.

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

The NICSI Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

#### 2. ABOUT NICSI

The National Informatics Centre Services Inc. (NICSI) was set up in 1995 as a section 25 Company under National Informatics Centre, Ministry of Communications & Information Technology, Government of India to provide total IT solutions to the Government organizations. NICSI provides services for a number of e-Governance projects undertaken by NIC and Deity.

#### Main Objectives:

- To provide economic, scientific, technological, social and cultural development of India by promoting the utilization
  of Information Technology. Computer-Communication Networks, Informatics etc. by a spin-off of the services,
  technologies, infrastructure and expertise developed by the NIC of the Government of India including its ComputerCommunication Network, NICNET and associated infrastructure and services.
- To promote further development of services, technologies, infrastructure and expertise supplementing that developed by NIC in directions which will increase the revenue earning capacity of NIC.

• To develop and promote value added computer and computer-communications services over the basic infrastructure and services developed by NIC including NICNET.

In furtherance of these objectives, NICSI has been providing various products & services to organizations in the Central Government, State Governments and PSUs etc. Products and Services include Hardware, Systems Software, Application Software, Software Development, Intra-Networking, Wide Area Networking, Video Conferencing, IT Consultancy, IT Implementation Support among others.

#### 3. ABOUT THIS TENDER

## 3.1. Scope of Work

This document is a Request For Proposal (RFP) for "Empanelment of Agencies for the Supply, Rental and Warranty Support of ETS, GPS and Related Equipment". The empanelment aims to meet the requirements of NICSI Users related to ETS, GPS & other related equipment from time to time. Sealed technical and commercial proposals, valid for a period of given in the Annexure 1: Validity of Bids, Rates etc. from the date of opening, are invited from Authorized Distributors of Electronic Total Stations, DGPS (Survey Grade), RTK Survey Kit and Hand Held GPS devices for procurement, training and rental of the items whose details are given in the Technical Annexure.

- 1. **Up to 3 (three) agencies,** per item, will be empanelled for the tender, initially for a **period of 2 (two) years**, which can be extended through mutual consent for **1 (one) more year**.
- 2. The rates finalized shall remain valid during empanelment/extended empanelment unless the rates are reduced by the manufacturing companies due to technological advances.
- 3. A bidder can quote for the Supply, Training and Rental **of one, more than one or all the items** given in the Technical Annexure.
  - a. If a vendor wishes to bid for DGPS System (Survey Grade), it is mandatory that each bidder should bid for Technical Annexure 2(a) & Technical 2(b), together.
  - b. If a vendor wishes to bid for RTK Survey Kit, it is mandatory that each bidder should bid for Technical Annexure 2(a) & Technical Annexure 2(b), together. If not, the bid shall be deemed rejected and EMD forfeited.
- 4. An OEM can allow **only one** Authorized Distributor to quote its products in the tender.
- 5. For different Technical Annexure, an Authorized Distributor can quote the products of **different** OEM(s).
- 6. There is a separate Technical Annexure for each item. In all, there are 5 (five) Technical Annexures, as listed below:

S. No.	Technical Annexure
1.	TECHNICAL 1 - ELECTRONIC TOTAL STATION
2.	TECHNICAL 2 (a) - DGPS SYSTEM (SURVEY GRADE)
	TECHNICAL 2 (b) – RTK SURVEY KIT
3.	TECHNICAL 3 – HIGH ACCURACY HANDHELD GPS
4.	TECHNICAL 4 – MEDIUM ACCURACY HANDHELD GPS
5.	TECHNICAL 5 – REAL TIME HANDHELD GPS

7. The Technical Annexure for each item will be treated as a separate tender.

- 8. After empanelment, selection of model for procurement will be sole discretion of NICSI/User Department. The Bidder will supply systems as per NICSI/User Departments' requirements.
- 9. The Bidder must provide free training to a certain number of master trainees of the User who places a Purchase Order on the Bidder for the Supply of equipment through the empanelment done under this tender. Conditions related to free training are detailed in a following section of this tender.
- 10. All items should come with 3 (three) years on-site warranty support.
- 11. Any wireless communication capabilities built into the equipment must be based on **license free wireless spectrum**. There should be **no additional charges** for communication licenses.
- 12. A User may purchase 1 (one) year or 2 (two) years extended warranty for the items procured through this tender, if it so desires.
- 13. The tender has provision for rental of equipment.
- 14. The tender has provision for paid training.

# 3.2. Conditions Specific to Free Training

For every Purchase Order for ETS/DGPS (Survey Grade) equipment, the selected bidder shall provide training to a certain number of master trainees of the User as per conditions mentioned below. Such training shall be organized at the User's premises as stated. Detailed conditions related to free training include the following:

1. The number of master trainees of the User that must be trained by the Bidder and the number of separate training batches that may be formed will be determined based on the number of a particular type of equipment ordered by the User, as per the following table:

S.	Units ordered of a	Maximum number of master	Maximum number
No.	particular equipment	trainees to be trained	of batches
1.	1 to 10	10	1
2.	Greater than 10 and up to 25	20	2
3.	Greater than 25 and up to 50	40	4
4.	Greater than 50 and up to 75	60	6
5.	Greater than 75 and up to 100	80	8
6.	Greater than 100	100	10

- 2. The largest batch size for training shall not exceed 10 (ten) trainees.
- 3. The actual number of master trainees to be trained by the bidder will depend on the User but will not exceed the maximum value given in the table above corresponding to the number of a particular type of equipment purchased.
- 4. The actual number of training batches that the trainees are distributed into will depend on the User, but will not exceed the maximum value given in the table above corresponding to the number of a particular type of equipment purchased.
- 5. The bidder shall ensure that a minimum of **2** (**two**) **trainers** shall be available per training session for each batch <u>for training purpose</u>, <u>from the bidder side</u>.
- 6. The training duration for a single batch of master trainees will be  $\underline{\textbf{2 (two) days.}}$
- 7. Training of all batches of a User's master trainees will take place at location provided by the User. The location may be:
  - a. State HQ:
  - b. District HQ;

- c. Revenue HQ;
- d. Taluka HQ;
- e. Tehsil HQ; or
- f. Mandal HQ
- 8. There shall be no separate charges payable by the User for any expenses incurred by the bidder related to training.
- 9. No TA/DA will be paid or any reimbursements made for travel undertaken by the trainers in relation to the training.
- 10. The free training is only on the purchase of ETS/DGPS (Survey Grade)\_equipment. There shall be no free training on the purchase of any handheld GPS devices.
- 11. The User should inform the Bidder and finalize on the site and schedule of the training within 10 Days (Ten Days) from the scheduled or actual date of delivery, whichever is later.
- 12. The Vendor should perform training at the specified site without any additional charge. Training should be completed **within 60 Days (Sixty Days)** from the date of delivery of equipment to User.
- 13. If the Training is not performed within the stipulated time due to the non-responsiveness of the Bidder, and a written complaint is registered by the User in the matter, a penalty at the rate as mentioned in the **Section: Penalty Calculation Process** will be applicable.
- 14. Copies of **Training Completion Certificate**, a template of which is given in the **Annexure 17: Training Completion Certificate** of this tender, duly signed by the authorized User should be submitted to NICSI.
- 15. The vendor shall arrange for one set of ETS/DGPS (Survey Grade) equipment (including RTK Survey Kit) for live training (hands-on practical sessions) during every training session conducted per batch.
- 16. The Vendor shall supply training material / courseware (sample softcopy) in English language one week (at least) prior to the scheduled training.
- 17. The vendor shall also make arrangement for courseware (hardcopy) for all trainees. Conversion of training material / courseware in local language shall be done by the User and **shall not be** liable to the vendor.

# 3.3. Conditions Specific to Paid Training

A User may opt for paid training sessions if the training requirements of the User are over and above the free training entitlement or in case the User already has the equipment and would like to have its candidates trained. For items whose Supply rates have been quoted by a Bidder, it is mandatory for the training rates to be quoted as well. Detailed conditions related to paid training include the following:

- 1. The largest batch size for paid training shall not exceed 10 (ten) trainees.
- 2. The training charges will be per batch.
- 3. Equipment for the training will be provided by the User.
- 4. Actual number of trainee candidates in a batch will be decided by the User, but will not exceed 10 (ten) trainees.
- **5.** For ETS/DGPS (Survey Grade) equipment (including RTK Rover Kit), the training duration for a single batch of trainees will be **2 (two) days.**
- 6. For Handheld GPS equipment, the training duration for a single batch of trainees will be **1 (one) day.**
- 7. Under a particular Training Purchase Order, training of all batches of a User's training candidates will take place at location provided by the User. The location may be:
  - a. State HQ;
  - b. District HQ:
  - c. Revenue HQ;
  - d. Taluka HQ;
  - e. Tehsil HQ; or
  - f. Mandal HQ

- 8. The vendor shall arrange for one set of equipment (as per paid item required for training) for live training (hands-on practical sessions) during every training session conducted per batch.
- 9. The Vendor shall supply training material / courseware (sample softcopy) in English language one week (atleast) prior to the scheduled training.
- 10. The vendor shall also make arrangement for courseware (hardcopy) for all trainees. Conversion of training material / courseware in local language shall be done by the User and **shall not be** liable to the vendor.
- 11. There shall be no additional charges payable by the User for any expenses incurred by the bidder related to training.
- 12. No TA/DA will be paid or any reimbursements made for travel undertaken by the trainers in relation to the training.
- 13. The minimum time in days between the issue of the Training Purchase Order and the starting of the training sessions should be as per the given table:

S. No.	Location	Maximum Delivery Time in number of days from the date of issue of Training Purchase Order
1	North East States (Sikkim, Meghalaya, Tripura, Arunachal Pradesh, Assam, Nagaland, Manipur, Mizoram), Jammu & Kashmir, Lahual-Spiti & Kinnaur in Himachal Pradesh, Andaman Nicobar and Lakshadweep Islands	21
2	Rest of India	14

- 14. The Bidder should perform training at the specified site without any additional charge. Training should be completed as per the schedule provided by the User.
- 15. If the Training is not performed within the stipulated time due to the non-responsiveness of the Bidder, and a written complaint is registered by the User in the matter, a penalty at the rate as mentioned in the **Section: Penalty Calculation Process** will be applicable.
- 16. Copies of **Training Completion Certificate**, a template of which is given in the **Annexure 17: Training Completion Certificate** of this tender, duly signed by the authorized User should be submitted to NICSI.
- 17. Copies of Training Material should provide to the users after the successful completion of the training and for the satisfaction of the user.

## 3.4. Conditions Specific to Rental of Equipment

User(s) may rent the equipment quoted by a Bidder, either on a minimum **per week basis (5 continuous working days)** or on a **monthly basis (calendar month)**. For items whose Supply rates have been quoted by a Bidder, it is mandatory for the 1 (One) week rental and the 1 (One) calendar month rental rates to be quoted as well. Rental of equipment from the Bidder by a User will involve the following:

- 1. If a User rents the equipment for a period equal to a certain number of calendar months plus a certain number of days, the charges for the period beyond the whole calendar months will be on a pro rata basis.
- 2. The minimum time in days between the issue of the Rental Purchase Order and the starting of the rental period should be as per the given table:

S.	Location	<b>Maximum Delivery Time</b>

No.		in number of days from the date of issue of Rental Purchase Order
1	North East States (Sikkim, Meghalaya, Tripura, Arunachal Pradesh, Assam, Nagaland, Manipur, Mizoram), Jammu & Kashmir, Lahual-Spiti & Kinnaur in Himachal Pradesh, Andaman Nicobar and Lakshadweep Islands	21
2	Rest of India	14

- In case of delay in providing rental equipment, penalty as defined in the Section: Penalty Calculation Process will be charged.
- 4. It is the responsibility of the Bidder to safely transport the equipment to and from the location advised by the User in the purchase order.
- 5. The Bidder will only have to transport the equipment to the site advised by the User at the beginning of the rental period mentioned in the purchase order and finally back to its own premises after the completion of the rental period. Any intermediate transfers between different work sites will be the responsibility of the User.
- 6. There will be no additional payment to the Bidder for the transportation of the equipment.
- 7. Safety of the equipment while in use during the rental period will be the responsibility of the User.
- 8. The Bidder must appoint a person who will accompany the equipment throughout the period of rental.
- 9. There will be no payment of TA / DA or reimbursements of any expenses to the appointed person.
- 10. The appointed person must be equipped with a laptop which has the necessary software for processing the data captured through the equipment and producing the required output.
- 11. After the completion of the rental period, the appointed person must hand over all the raw data and processed data in shape file format, without geo-referencing, to the on field representatives of the User department in soft copy in digital media provided by the client at the site. The Bidder should also write the raw data and processed data in shape file format to a CD/DVD and provide it to the Project Coordinator / Concerned Authority at the User department within 5 (five) days of the completion of the rental period. Post Processing Software to be provided for making maps on Laptops/ Desktops screen with no liability to the user.
- 12. In case of any technical defect in the equipment during the rental period, the Bidder must arrange for the defective equipment to be replaced by working equipment within the given deadlines:

S. No.	Location	Maximum Replacement Time in number of days from the date of raising issue with the Bidder
1	North East States (Sikkim, Meghalaya, Tripura, Arunachal Pradesh, Assam, Nagaland, Manipur, Mizoram), Jammu & Kashmir, Lahual-Spiti & Kinnaur in Himachal Pradesh, Andaman Nicobar and Lakshadweep Islands	9
2	Rest of India	4

- 13. If any rented item becomes defective during the rental period, the time taken by the Bidder for its replacement will deducted from the total number of days for which the equipment had been rented.
- 14. In case of delay in replacement of defective equipment, penalty as defined in the **Section: Penalty Calculation Process** will be charged.

## 3.5. Eligibility Criteria

- 1. Eligibility Criteria is given in the **Annexure 4: Eligibility Criteria** and it must be filled up.
- Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted.
- 3. Documentary evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with the references as required in the **Annexure 4: Eligibility Criteria**.
- 4. If the bids are not accompanied by all the requisite supporting documents, the same would be rejected.
- 5. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. NICSI reserves the right to seek clarifications on the already /submitted documents, however, no fresh documents shall be accepted.

## 3.6. Earnest Money Deposit

- 1. Earnest Money Deposit is to be obtained for the bidders, except those who are registered with the National Small Industries Corporation (NSIC) for the products quoted in the Technical Annexure(s) as mentioned in the RFP. The bidder must submit the certification of registration with one of the given authorities along with the eligibility documents.
- 2. **Earnest Money Deposit (EMD)** has to be submitted **for every Technical Annexure** that the bidder quotes an item for.
- 3. Total amount of EMD to be submitted by a Bidder will depend upon the Technical Annexure that the Bidder has quoted products in.
- 4. EMD value for the different Technical Annexure is given in the table below:

S.	Technical Annexure	Amount of EMD in figures	Amount of EMD in words	
No.				
1.	TECHNICAL 1 - ELECTRONIC TOTAL STATION	Rs. 3,00,000	Rupees Three Lakhs only	
2.	TECHNICAL 2(a) - DGPS SYSTEM (SURVEY GRADE)	Rs. 4,00,000	Rupees Four Lakhs only	
	TECHNICAL 2(b) – RTK SURVEY KIT	1,00,000	, and the second second	
3.	TECHNICAL 3 – HIGH ACCURACY HANDHELD GPS	Rs, 1,00,000	Rupees One Lakh only	
4.	TECHNICAL 4 – MEDIUM ACCURACY HANDHELD GPS	Rs, 1,00,000	Rupees One Lakh only	
5.	TECHNICAL 5 – REAL TIME HANDHELD GPS	Rs, 1,00,000	Rupees One Lakh only	

- **For Example:** If an agency intends to bid for Technical 1 and Technical 4, then the composite amount of the submitted draft should be Rs 500 (Tender Fees) + Rs. 3,00,000 (EMD Towards Bid for Technical 1) + Rs. 1,00,000 (EMD Towards Bid for Technical 4) = Rs. 4,00,500.
- For submission of EMD, the Vendor shall also submit the draft for Tender Document Fee. The envelope should be sealed and superscripted "Tender fee and EMD for NICSI tender for Item No& Item Name.
- 5. Depending upon the Technical Annexure that the Bidder has quoted products in, the EMD has to be made for the total amount through <u>a single Demand Draft/Pay Order</u> of any Scheduled Commercial Bank, drawn in favor of National Informatics Centre Services Inc., New Delhi.
- 6. Bank Guarantee for EMD will not be acceptable.
- 7. The Demand Draft / Pay Order for the <u>EMD must be physically submitted</u> at "NICSI HQ, 6<sup>th</sup> Floor, 15 NBCC Tower, Bhikaji Cama Place, New Delhi -110066" in an envelope as mentioned in the section **Annexure 2: Bid Submission**, before the bid submission deadline given in **Section: Time Schedule**, otherwise bids will be rejected.
- 8. The envelope should also contain a completely filled copy of the **Annexure 3: Bid Summary**.
- 9. A scanned copy of the Demand Draft / Pay Order for the EMD must also be uploaded electronically on <a href="http://eproc-nicsi.nic.in">http://eproc-nicsi.nic.in</a> as advised in **Annexure 2: Bid Submission**
- 10. The Earnest Money Deposit (EMD), without any interest accrued will be refunded as follows:
  - a. In the case of those Bidders who fail to qualify the eligibility criteria, and whose technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month of the acceptance of TEC (Technical Evaluation Committee)'s recommendations.
  - b. In the case of those Bidders who are not empanelled, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month of the acceptance of FEC (Financial Evaluation Committee)'s recommendations.
  - c. EMD of successful bidders will be returned after they sign letter of empanelment with NICSI and submit a Security Deposit in the form of a bank guarantee of amount equal to the EMD for the period of empanelment/extended empanelment. The BG will be released after the empanelment or extended empanelment, or execution of all pending work orders, whichever is later.
- 11. Firms/suppliers, who are registered for items mentioned in Technical Annexure with NSIC under Single Point Registration Scheme, shall be considered for exemption from furnishing the EMD by the Competent Authority. In such cases, an attested copy of the **VALID Registration Certificate from NSIC** must be furnished. Mere registration as a SSI Unit does not qualify the Firm for exemption from furnishing the EMD.
- 12. In the absence of a valid certificate from the NSIC or proper Bank Draft of EMD amount, such tenders shall be rejected straightway.

### 4. TIME SCHEDULE

S. No.	Event	Date	Time
1	Publishing	19/06/2015	14:00 Hrs
2	Pre-bid at NICSI, HQ. Address given in <b>Annexure 3: Bid Summary</b>	09/07/2015	11:30 Hrs
3	Deadline for Receipt of bids at NICSI	22/07/2015	15:00 Hrs
4	Opening of Bid (Only eligibility documents)	24/07/2015	11:00 Hrs

\*Note: No Bid will be accepted after the deadline given in the time schedule above.

### 5. PRE BID SESSION

NICSI shall hold a pre bid meeting with the prospective bidders as per the schedule provided in **Section – Time Schedule** in the NICSI conference hall. Queries received from the bidders regarding bidding conditions, bidding process, item specifications, evaluation criteria, etc., in writing, or over email, **upto 1 (one) day** prior to the pre bid meeting, shall be addressed. The queries can be sent to NICSI through email at **tender-nicsi@nic.in** or faxed on **011-26105212.** If queries are being sent through email, then they should be in an excel (.xls or .xlsx) file.

Only those pre-bid queries which are received in the following format shall be entertained:

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

<sup>\*</sup>Note: NICSI shall not be bound to clarify any query after the pre-bid meeting

#### 6. AVAILABILITY OF TENDER

- 1. Online bidding through NICSI E-Procurement System.
- 2. The tender document is available at NICSI e-procurement site <a href="http://eproc-nicsi.nic.in">http://eproc-nicsi.nic.in</a>
- 3. Prospective bidders desirous of participating in this tender may view and download the tender document free of cost from above mentioned website. However bidders need to submit the <u>tender fee of Rs. 500/- (Rupees Five hundred only)</u> through demand draft / pay order from a schedule commercial bank drawn in favor of National Informatics Centre Services Incorporation New Delhi along with the bid.
- 4. The demand draft shall be submitted along with the EMD as per conditions mentioned in the section **Bid Submission**.

#### 7. BID SUBMISSION

- Bids are to be submitted as per the **Annexure 2: Bid Submission.**
- In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- 3. Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.
- ${\bf 4.} \quad {\bf Un\text{-}signed\ \&\ un\text{-}stamped\ bid\ shall\ not\ be\ accepted.}$

- All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.
- 6. Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
- 7. Ambiguous bids will be out rightly rejected.
- 8. NICSI will NOT be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.
- 9. The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.
- 10. Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected. Conditional tenders shall NOT be accepted on any ground and shall be rejected straightway.
- 11. If any clarification is required, the same should be obtained before or during pre-bid meeting only
- 12. Tender process will be over after the issue of empanelment letter(s) to the selected vendor(s).
- 13. Tender Process Section will return all the un-opened sealed bid envelopes to the bidder who failed to qualify for the next stage of bid processing starting from opening of EMD envelope to Eligibility Criteria Envelope to Technical Bid Envelope to Financial Bid envelope, as the case may be. Such bidder will acknowledge the receipt of the same to the Tender Process Section
- 14. Bids not quoted as per the format given by NICSI will be rejected straightway.
- 15. No deviation from the tender specifications & terms and conditions will be accepted.
- 16. For additional instructions, refer to the Sections "Technical Bid Evaluation" and "Financial Bid Evaluation".

### 8. BID OPENING

- The sealed covers containing EMD & Tender Fee only will be opened in the first instance in the presence of representatives of the bidders at NICSI HQ as mentioned in the **Section** - **Time Schedule**.
- 2. Eligibility Criteria and Technical bids of only those bidders, whose EMD instruments are found to be in order, will be opened afterwards in the same bid opening session, in the presence of the vendor's representatives.
- 3. Financial bids of only those bidders, whose bids found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the vendor's representatives subsequently for further evaluation.
- 4. One authorized representative of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.

## 9. BID EVALUATION

No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of NICSI can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected.

#### 9.1. Pre-Qualification Evaluation

1. The Bidders are requested to furnish documents to establish their eligibility (indicating the page number in the bid) for each of the items given in **Annexure 4: Eligibility Criteria**. Relevant portions in the documents should be highlighted. If a bid is not accompanied with all necessary documents, it may be summarily rejected.

- Undertaking for subsequent submission of any of the eligibility documents will not be entertained. However, NICSI reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.
- 3. All documents should be submitted electronically in PDF format. Upon verification, evaluation/assessment, if in case any information furnished by the Bidder is found to be false/incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of EMD and blacklisting of vendor for a minimum period of 3 years from participating in NICSI tenders.
- 4. A Bid that does not fulfill all the stipulated eligibility conditions/criteria will not be considered. The Bids conforming to the eligibility criterion only will be considered for further evaluation. If there is any lack of clarity in the submitted eligibility documents, TEC may ask concerned bidder representative to be present physically to prove their eligibility.

#### 9.2. Technical Bid Evaluation

- 1. A duly constituted Technical Evaluation Committee (TEC) will shortlist Technical Bids on the basis of technical parameters including a possible visit to inspect manufacturing/ service /supply facilities, if considered necessary.
- 2. TEC will examine the bids to determine whether they are complete, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bid documents are generally in order.
- 3. The following documents shall be enclosed by every vendor along with the Technical Bid:
  - a. Necessary detailed technical write up highlighting the features of the quoted products
  - b. Sub-assemblies of the systems offered.
  - c. List of important installation sites.
  - d. Make and model of all systems, sub systems and optional items should be mentioned in the technical bid and complete technical details should be provided in the form of brochures and write ups and evaluation reports from the neutral third party.
  - e. Any other document which the vendor may feel necessary to support the product/bid.
- 4. Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipment/subsystems with the Technical Bid. No deviations in terms & conditions of the tender document as well as technical specifications (on the lower side) will be accepted in any case.
- 5. Compliance of quoted devices to Requirements stipulated in the **Technical Annexure** duly supported by documentary evidence will be evaluated in detail.
- 6. The short listed Bidders will be asked to bring one of each quoted model or improved latest model of same make as per specifications set out in the **Technical Annexure** for technical evaluation, along with their own test and measuring equipment, hardware/software and technical manpower at NICSI HQ/bidder premises or any other site as may be finalized by NICSI and as per the schedule intimated by NICSI.
- 7. Bidders should be ready with quoted models **within 5 (five) days** of being notified for the technical evaluation by NICSI. No request for subsequent extension of schedule (once informed) will be entertained.
- 8. Bidders are advised to ensure that the systems brought for evaluation conforms to all technical parameters and is a tested system. Equipment not meeting complete tender specifications will not be considered for evaluation.
- 9. NICSI will bear the expenditure towards traveling, boarding & lodging of its technical officials visiting for technical demonstration /evaluation.
- 10. During Technical Evaluation the quoted product will be physically verified for the required tender specifications, tested for reliability, through-put, functionality and other features as decided by the TEC. In case the bidder fails to bring the quoted products within the time frame given by NICSI for evaluation, the bid shall be rejected and EMD forfeited.
- 11. If during the technical evaluation, any of the System fails then no subsequent opportunity will be given to the Bidder (s). However, alternate item, (1) of already quoted make and model, or (2) improved latest model of same make on account of technological trends which meets all the tendered technical specifications and superior in specifications

- then the quoted model, if available instantly on the spot, could be considered by TEC for evaluation only once. Based on the demonstration/evaluation test results, Bidders will be short listed.
- 12. For Technical Evaluation, Bidders have to ensure the availability of appropriate specialist, along with every type of documentation and consumable required, from their organization for interacting with TEC and evaluation team. In case a bidder does not make the required specialist along with proper documentation available, then such defaulting bidder shall be taken off the tender evaluation process and the bid will stand rejected.

#### 9.3. Financial Bid Evaluation

- The Financial Bid has 5 (five) parts, Table A, Table B, Table C, Table D & Table E, and a Bidder has to fill up all the 5 (five) parts.
- Bidders should quote for only those items for which they are interested. Rest of the items as per Annexure 10:
   Technical 1 Annexure 14: Technical 5; may be left blank.
- 3. The Financial Bids of only the technically qualified bidders short-listed by TEC will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders by Tender Process Section of NICSI, and the same will be evaluated by a duly constituted Finance Evaluation Committee (FEC).
- 4. Bidders who wish to bid for DGPS System (Survey Grade) shall also bid for RTK system, and vice versa, as per **Technical Annexure 2(a) & 2(b)**. Else, bid shall be rejected and EMD forfeited.
- 5. If NICSI considers necessary, Revised Financial Bids could be called for from the technically short-listed Bidders, before opening the original financial bids for recommending the final empanelment.
- 6. In the event of revised financial bids being called the revised bids should NOT be higher than the original bids, otherwise the bid shall be rejected and EMD forfeited.
- 7. There will be **NO NEGOTIATION** regarding the financial bid.
- 8. The basic prices in Indian rupees should be quoted separately for each set of items given in the **Annexure 15: Financial Bid** inclusive of all accessories like Power Cables (as per Indian environment), Driver Software, related accessories, Documentations of sub-assemblies of quoted item and Operating Manuals of the equipment, Packing, Forwarding, Freight, Insurance, and Warranty etc.
- 9. All prices should be quoted with 3 (three) years on-site warranty support.
- 10. Prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail.
- 11. Basic Unit Price (with 3 years on-site warranty) should be **inclusive of Excise / Custom Duties.**
- 12. Total Unit Price should include packing, forwarding, freight, insurance, commissioning, warranty or any other charges.
- 13. The cost for supply of goods is inclusive of all taxes and delivery at NICSI User's location throughout India.
- 14. Certificates for Exemption of Octroi charges / entry tax shall be furnished by NICSI Users. It shall be the exclusive responsibility of the Vendor to collect these Forms/Documents from the NICSI Users. In the absence of exemption certificates from NICSI Users towards octroi / entry tax, the Vendor will be reimbursed actual charges paid by them on submission of receipts.
- 15. Bidders should have a Delhi VAT registration.
- 16. Taxes indicated in the Financial Bid will be paid as per actuals on the basis of the prevailing rate.
- 17. Financial bid has to be submitted as per the **Financial Annexure** for the corresponding items indicated in **Technical Annexure**.
- 18. For each item whose technical specifications have been provided in the Technical Annexure, an L-1 bidder will be identified, based on the Financial Bid.
- 19. A panel of Vendors will be selected for each **Technical Annexure** as per the **Annexure 16: Panel Formation**.

### 10. EMPANELMENT OF VENDORS

- 1. Keeping in view the NICSI project commitments, NICSI reserves the right to evolve a super-set of technically qualified accepted systems and subsystem, items of their brands and models for the entire range of systems covered by various Annexures of this tender so as to take care of the service delivery related aspects concerning the suitability of configuration needs matching the project requirements from time to time.
- 2. Validity of the panel is given in the **Annexure 1: Validity of bids, rates etc.**
- 3. The empanelment can be used by both NICSI and NIC.
- 4. In the event the vendor's Company or the concerned division of the Company is taken over / bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.
- 5. All empanelled vendors have to agree for honoring all tender condition and adherence to all aspects of fair trade practices in executing the purchase orders placed by NICSI or by organizations supported by NICSI.
- 6. If the name of the product is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to NICSI and the obligations with NICSI taken by the Vendor with respect to the product with the old name shall be passed on along with the product so renamed.
- 7. In the case of Bidders whose tender bids are accepted for empanelment, bidders shall be required to give Security Deposit as mentioned in the Section Security Deposit and Performance Bank Guarantee along with acceptance of purchase order, within 15 calendar days. Security Deposit will be in the form of Bank Guarantee (BG) of any Nationalized / Commercial bank drawn in the name of National Informatics Centre Services Inc., New Delhi, valid for a period of warranty, as mentioned in the Section: Security Deposit and Performance Bank Guarantee, Section: Warranty and Annexure 1: Validity of Bids, Rates etc.
- 8. Security Deposit will have to be renewed for such further periods till satisfactory free warranty support has been provided by the Vendor for all the Systems supplied and installed, and thereafter the Security Deposit shall be refunded to the vendor without any interest.
- 9. The vendor should not assign or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination of empanelment and forfeiture of Security Deposit/EMD.
- 10. NICSI may, at any time, terminate the empanelment by giving written notice to the empanelled vendor without any compensation, if the empanelled vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- 11. During the validity of the panel including the extended period, if any, if the Vendor quotes, sells or exhibits written intention to sell any System or sub-system of the same or equivalent configuration to any other Department/ Organization at a price lower than the price fixed for NICSI under similar terms and conditions, the vendor shall voluntarily pass on the price difference to NICSI. The effective date will be the date of quoting lower rates by the bidder in the bid/quote. In the event of lowering of government levies subsequent to the finalization of the panel, the vendor shall automatically pass on the benefits to the NICSI, and in the event of increasing of government levies subsequent to the finalization of the panel; NICSI shall automatically pass on the pro-rata benefits to the Vendor, if the same have been explicitly given in the **Financial Annexure**.
- 12. During the validity of the panel, in case NICSI notices that the market rates have come down from the time the rates were finalized or selection of new system configuration based on market trends or for the reasons of technological changes, NICSI will ask the technically qualified vendors to re-quote the prices and the vendor(s) will be selected on the basis of procedure given earlier. All those vendors, who were declared Technically Qualified and NOT empanelled, will submit the revised quote with the EMD, if they have withdrawn the EMD from NICSI. The time difference between such re-quotes will be **minimum 3 (three) months** except in case of the Union Budget. For any bulk requirements, NICSI reserves the right to call for the revised bids from the empanelled vendors any time during the empanelment.
- 13. During the empanelment period, if the empanelled product becomes end of life, the vendor must ensure that an equivalent or better product is offered to NICSI. Due to any unavoidable circumstances, if the vendor is not in a position to execute future orders, NICSI should be intimated the same with convincing justifications, at least three

months in advance. NICSI will conduct independent enquiry about such claims and the availability of equivalent/better product at OEMs site. The decision arrived at by NICSI in such matters will be final. If the inability shown by the vendor is only due to some financial/technical reasons, such requests will not be considered. However for all cases in which the User Department has transferred fund to NICSI for procurement, the vendor must supply equivalent or better product to fulfill NICSI's obligation to the User Department. Any failure to adhere to this will result in forfeiting the Security Deposit and debarring the vendor from participating in NICSI tenders for **minimum** 3 (three) years.

## **10.1.** Security Deposit

- 1. In the case of Bidders whose tender bids are accepted for empanelment, bidders shall be required to give Security Deposit for the equivalent amount of EMD. Security Deposit will be in the form of Bank Guarantee (BG) of any commercial bank drawn in the name of National Informatics Centre Services Inc., New Delhi, valid till empanelment. In case of default by the vendor on non-acceptance of the purchase orders, this EMD/BG will be forfeited and empanelment will be cancelled.
- 2. Empanelled vendors shall be required to give Performance Bank Guarantee at the time of bill submission for supplied items. Performance Bank Guarantee will be of any scheduled bank drawn in the name of National Informatics Centre Services Inc., New Delhi for a period of warranty. The Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Vendor including warranty obligations of the Vendor for all the Systems supplied and installed, and thereafter the Security Deposit / BG shall be returned to the vendor without any interest. This BG will be invoked in case of non-compliance of maintenance schedule during warranty period.
- 3. Performance Bank Guarantee submission is not required when equipment is taken on rent.
- 4. Performance Bank Guarantee submission is not required in the case of Paid Training.
- 5. Security deposit has to be made in form of Bank Guarantee equal to the EMD amount

Validity	Valid for the period of empanelment / extended empanelment. The BG will be released		
	after the empanelment or execution of all pending POs whichever is later		
Instrument	nt One single deposit in the form of Bank Guarantee		
Amount	mount Equal to EMD amount		

#### 6. Performance Bank Guarantee (PBG)

Validity	A period of <u>60 sixty days</u> beyond the date of completion of all contractual obligations	
	of the Vendor including warranty obligations.	
Instrument	One single deposit in the form of Bank Guarantee to be submitted along with the bills	
	and proof of delivery / installation (where applicable)	
Amount	Equal to 8% of PO Value	

#### 11. PLACING OF PURCHASE ORDERS

- NICSI has the right to choose any subset of the tendered items for ordering.
- 2. NICSI has the right to choose any subset of the tendered items for placement of supply orders.
- In case Purchase Orders are placed on more than one vendor, the distribution of purchase orders will be at the sole discretion of NICSI.
- 4. **For procurement of goods or for rental of equipment or for training**, purchase order will be placed on the empanelled vendor in hardcopy format or in softcopy mode, either through e-mail containing the scanned copy of the Purchase Order or an alert through e-mail for downloading the Purchase Order from Web Site.
- 5. Objection, if any, to the Purchase Order must be reported to NICSI by the Vendor within three (3) working days counted from the Date of Purchase Order issue, otherwise it is assumed that the Vendor has accepted the Purchase Order in totality. This is applicable in case of electronic publishing/delivery of Purchase Order also.
- 6. After receiving the Purchase Order if any amendment is requested by the Vendor or done by NICSI, any corresponding deadlines will be calculated from the amendment date and not from the original Purchase Order date.
- 7. Subsequent to the issue of Purchase Orders, the Vendor shall collect necessary related documents (copy of final Proforma Invoice from NICSI issued in the name of User-department) from NICSI/End User for getting State Entry/Road Permit (wherever required) for complete, safe and timely delivery of the ordered products.

## 12. ACCEPTANCE TESTING PROCESS

- The Systems must be supplied in full as per ordered configuration for acceptance.
- 2. No system with short supply or alternate product with different technical specifications shall be taken up for conduct of acceptance testing under any circumstances. The Vendor must ensure the availability of ordered items/spares in their stock before accepting the purchase order. The acceptance tests will include the verification of specification of ordered item, functional testing and reliability test, running of the evaluation test as conducted during technical evaluation of the items quoted by vendor. The systems must give same performance results as shown during initial Technical Evaluation tests. In case of urgent User requirement, the process of acceptance testing may be relaxed to successful installation (where applicable) of equipment at customer site. In such cases User/project manager's request is mandatory.
- 3. The offered systems, in addition to meeting the evaluation tests, should also contain the same subsystems (Brand/Manufacturer) as were given at the time of initial evaluation tests.
- 4. Failure to fulfill any of the aforementioned conditions will entail cancellation of the Purchase Order along with forfeiture of the EMD/Security Deposit. Further, NICSI can procure same items from alternate sources at the risk and cost of the defaulting vendor.
- 5. No acceptance testing will be undertaken by NICSI unless the Technical Verification Data Sheet (TVDS) concerned with offered products, is provided to NICSI, at least 15-Days in advance prior to date from which the actual acceptance testing is to start.
- 6. During empanelment period, on subassembly level if any item's specifications / model changes & becomes non-available due to obsolescence/ up-gradation of technology, vendor within already approved cost may offer the item with equivalent or having better features in terms of performance and specifications. The item should be offered to NICSI for evaluation with full configuration at least 1 (one) month prior to the acceptance testing date. The item(s) so offered will be evaluated at NICSI /any other site as decided by NICSI for its acceptance. The vendor should provide detailed technical documents and technical manpower support so as to enable NICSI to carry out the evaluation process again on the new item. In evaluating such change request, only the tender specification will be referred. In the case of main components (CPU and Chipset), any change in the empanelled configuration due to technological up-gradation/ non-availability will

- be permitted by equivalent/better item of the same OEM. If no equivalent product meeting tender specification is available with that OEM, a communication from the OEM is mandatory in this regard before offering product of a different OEM.
- 7. The schedule for conduct of acceptance testing dates shall be provided along with comprehensive material details by Vendor **within 15 working days** from the date of purchase order to NICSI, mentioned in the purchase order, so that all the related documentation work by NICSI could be completed and tested supplies are handed over to Vendor for ensuring the delivery and installation (where applicable) within the stipulated time frame as per purchase order.
- 8. The testing of items must be generally completed as specified in the purchase order before the delivery date as per purchase order.
- 9. Normally, testing and acceptance of the Systems will be done at the Factory premises/Testing Lab of the Authorized Distributor/OEM, or at NICSI Hqrs in India (as the case may be) or any other premises in India or abroad suggested by Vendor where it will be tested as per ordered specifications where representatives from Vendor and NICSI will be present. The testing location/premises must be suitable/ agreeable to NICSI. The testing premises must fulfill the normal working IT office environment conditions. NICSI will have the option to test and accept an item at User's premises in case of emergency situations.
- 10. NICSI reserves the right to reject any item, if found unsuitable and /or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the vendor. No payment will be made for rejected items.
- 11. The items which are accepted after testing should be sealed inside carton under the joint signatures of the representative(s) of NICSI and Vendor's representative and then sent along with the packing list giving serial numbers and part numbers of all possible Items and copy of the acceptance test report to the specific location or to the actual sites of installation (where applicable). The top cover of the carton must have a label carrying the complete NICSI Purchase Order Number, Vendor's bill number and Delivery location.
- 12. A sticker mentioning the Service Support Call Centre Number of the vendor and warranty details should be pasted by vendor on each system.
- 13. The equipment to be supplied should work under the specified Operating Systems. It shall be the exclusive responsibility of the Vendors supplying the equipment to provide appropriate device drivers and solutions for these system software platforms.
- 14. For a product becoming end of life, it is the responsibility of the empanelled vendor to get the replacement product approved pro-actively. If there is no replacement product available, the same has to be communicated to NICSI with justification from OEM, at least three months in advance so that NICSI do not quote rate for such product to Users. For all such cases where either NICSI has issued Pro-forma Invoice (PI) or the fund has come to NICSI from User departments, the vendor will supply Systems, if necessary with higher configuration at the empanelled rates. If the vendor fails to follow the above requirement, EMD/Security Deposit of that particular category will be forfeited and empanelment for that category will be cancelled. If the vendor follows the procedure of intimating NICSI well in advance about the non-availability with proper documentary evidence, the empanelment can be kept in suspension till a suitable and equivalent product is approved by NICSI. However, for any pending POs such relaxation will not be applicable.

## 13. STOCK ENTRY AND BILLING TO END USER

- 1. **For procurement of goods or for rental of equipment or for training**, the Vendors have to raise their invoices from New Delhi in the name of NICSI New Delhi for all the procurements.
- 2. **In the case of Supply of Goods**, after carrying out the Acceptance Testing, the Vendor has to submit their invoice/bill and the copy of the Acceptance test report/Certificate at NICSI Stores at New Delhi, so that NICSI can book the purchase and issue their Sale-Invoice in the name of User-department or the end customer.

- 3. For all the procurements under projects, after collecting the Sale-Invoice from NICSI, the Vendor has to ensure the safe and onward transportation of the items to the end User location at their own responsibility and expenditure.
- 4. The Vendor is responsible for safe and secure delivery of these items at User location(s).
- 5. By having an insurable interest in the consignment, the Vendor must get it insured on the basis of purchase order issued by NICSI and settle the claim, if any, directly with insurer. NICSI may issue NOC in favor of Vendor if needed for settling the claim.

## 14. PROCESS FOR DELIVERY, RENTAL AND TRAINING

## 14.1. For Supply of Goods

- 1. All aspects of safe delivery shall be the exclusive responsibility of the Vendor. At the destination Site, the cartons will be opened only in the presence of NICSI/User representative and Vendor's representative and the intact position of the Seal for not being tampered with, shall form the basis for certifying the receipt in good condition.
- 2. The schedule for delivery of goods to various locations is given in the table below:

S.	Location	Maximum Delivery
No.		Time
		in number of days from
		the date of issue of
		Purchase Order
1	North East States (Sikkim, Meghalaya, Tripura, Arunachal Pradesh,	45
	Assam, Nagaland, Manipur, Mizoram), Jammu & Kashmir, Lahual-	
	Spiti & Kinnaur in Himachal Pradesh, Andaman Nicobar and	
	Lakshadweep Islands	
2	Rest of India	30

- 3. Proof of Delivery duly signed by the NICSI User/NICSI Project Coordinator, with his name, date of delivery, designation and office seal, legibly recorded, should reach NICSI Head Quarters (as the case may be), New Delhi <u>within 4 (four)</u> <u>weeks of the delivery</u> except for delivery in North East States (Sikkim, Meghalaya, Tripura, Arunachal Pradesh, Assam, Nagaland, Manipur, Mizoram), Jammu & Kashmir, Lahual-Spiti & Kinnaur in Himachal Pradesh, Andaman Nicobar and Lakshadweep Islands. Delivery note of these locations should reach <u>within 6 (six) weeks of delivery date</u>.
- 4. Vendor must apply to the respective authority for issue of road permit /waybill well in time. Necessary documents needed for applying for Road Permit will be collected by the Vendor from NICSI/End User immediately on getting the Purchase Order from NICSI.
- 5. Delays on account of getting relevant permits shall not make Vendor eligible for waiver of penalties.
- 6. Delivery Challan needs to be signed and stamped on completion of delivery of items, as mentioned in **Section: Payment Process**. In case any discrepancy with regard to sign, stamp or date etc. on above delivery challan, a mail from concerned User/NICSI Coordinator may be treated as delivery challan.
- 7. Though NICSI will provide all the necessary documents for ensuring smooth delivery of goods at the respective destinations, it is the responsibility of the Vendor to deliver the goods in time. If any Tax is required to be paid, the same will be reimbursed on actual basis.

- NICSI will impose penalty, as per Section: Penalty Calculation Process, in case of any delays in the delivery of goods.
- 9. On the receipt of the purchase orders the Vendor, within Ten (10) Days, shall initiate the process of obtaining all the necessary documents directly from the User for the State Entry Permit in respective States wherever required for complete and safe delivery of the ordered products. However for cases where copy of invoice is required for applying for road permit, the process should be so initiated by the Vendor that the delivery schedule is met. Proof for the communication sent and duly receipted by the User and/or NICSI project coordinator with signature, name, designation, telephone number and preferably with office seal should be submitted to NICSI. If after such proper communication, there is any delay in the issuance of road permit from the User, the Vendor will be entitled to get extension for delivery period of three weeks from the date of receipt of the road permit provided that the acceptance testing was done and complete material was ready for dispatch 7 (seven) days before due date of delivery specified in purchase order.
- 10. The vendor shall provide equipment manual and User manual along with each equipment, even if more than one equipment is ordered for a single location.
- 11. If the scheduled date of delivery falls on holiday / non-working day (at the delivery location), the next working day shall be treated as due date of delivery. All aspects of safe delivery shall be the exclusive responsibility of the Vendor.
- 12. Vendor, after receiving the Purchase Order will consult/visit the User department for ascertaining the compatibility of the ordered item within the existing setup. If there is any requirement of additional components for the interconnection etc, the same need to be communicated to the User department and NICSI before delivering the ordered items. No such requests, which will result unnecessary delay in the implementation, will be considered after the delivery of items is made.

## 14.2. For Free Training

- 1. The User should inform the Bidder and finalize on the site and schedule of the training **within 10 Days (Ten Days)** from the scheduled or actual date of delivery, whichever is later.
- 2. The Vendor should perform training at the specified site without any additional charge. Training should be completed within 60 Days (Sixty Days) of issuance of purchase order by the user.
- 3. If the Training is not performed within the stipulated time due to the non-responsiveness of the Bidder, and a written complaint is registered by the User in the matter, a penalty at the rate as mentioned in the Section: Penalty Calculation Process will be applicable. It shall be the sole discretion of the User to use this penalty amount for providing training to its trainees through other vendors empanelled with NICSI.
- 4. Penalty will not be applicable in cases of site not ready by user. For penalty calculations, the number of days where site is not ready shall be deducted from the penalty calculations.
- 5. Copies of **Training Completion Certificate**, a template of which is given in the Annexure of this tender, duly signed by the authorized User should be submitted to NICSI.

## 14.3. For Rental of Equipment

 The required gap between the date of issue of Rental Purchase Order and the date of commencement of rental period at various locations is given in the table below:

S.	Location	Maximum Delivery Time
No.		in number of days from
		the date of issue of
		Rental Purchase Order

1	North East States (Sikkim, Meghalaya, Tripura, Arunachal Pradesh,	21 days
	Assam, Nagaland, Manipur, Mizoram), Jammu & Kashmir, Lahual-	
	Spiti & Kinnaur in Himachal Pradesh, Andaman Nicobar and	
	Lakshadweep Islands	
2	Rest of India	14 days

- 2. The schedule for the rental of equipment will be provided in the Rental Purchase Order.
- 3. On the completion of rental period, **Rental Completion Certificate** copies duly signed by the User should be submitted to NICSI along with the bill for rental in the name of NICSI New Delhi.
- 4. The format for rental certificate is placed at **Annexure 18: Rental Completion Certificate**.
- 5. Rental Completion certificate duly signed by the User, with his/her name, date, designation and office seal, legibly recorded, should reach NICSI Head Quarters (as the case may be), New Delhi within 4 (four) weeks of the completion of the rental period except for rental in North East States (Sikkim, Meghalaya, Tripura, Arunanchal Pradesh, Assam, Nagaland, Manipur, Mizoram), Jammu & Kashmir, Lahual-Spiti & Kinnaur in Himachal Pradesh, Andaman Nicobar and Lakshadweep Islands. Rental Completion Certificate of these locations should reach within 6 (six) weeks of rental completion date.
- 6. Where required, Vendor must apply to the respective authority for issue of road permit /waybill well in time. Necessary documents needed for applying for Road Permit will be collected by the Vendor from NICSI/End User immediately on getting the Purchase Order from NICSI.
- 7. Delays on account of getting relevant permits shall not make Vendor eligible for waiver of penalties.
- 8. NICSI will impose penalty, as per **Section: Penalty Calculation Process**, in case of failure by the Vendor in meeting the terms and conditions related to Rental services.

# 14.4. For Paid Training

 The required gap between the date of issue of **Training Purchase Order** and the date of commencement of Training at various locations is given in the table below:

S.	Location	Maximum Delivery Time
No.		in number of days from
		the date of issue of
		Training Purchase Order
1	North East States (Sikkim, Meghalaya, Tripura, Arunachal Pradesh,	21 days
	Assam, Nagaland, Manipur, Mizoram), Jammu & Kashmir, Lahual-	
	Spiti & Kinnaur in Himachal Pradesh, Andaman Nicobar and	
	Lakshadweep Islands	
2	Rest of India	14 days

- 2. The training schedule will be provided in the **Training Purchase Order**.
- 3. On the completion of training period, **Training Completion Certificate** copies duly signed by the User should be submitted to NICSI along with the bill for training in the name of NICSI New Delhi.
- 4. The format for training certificate is placed at **Annexure 17: Training Completion Certificate**.

- 5. Training Completion certificate duly signed by the User, with his/her name, date, designation and office seal, legibly recorded, should reach NICSI Head Quarters (as the case may be), New Delhi within 4 (four) weeks of the completion of the training period except for training in North East States (Sikkim, Meghalaya, Tripura, Arunachal Pradesh, Assam, Nagaland, Manipur, Mizoram), Jammu & Kashmir, Lahual-Spiti & Kinnaur in Himachal Pradesh, Andaman Nicobar and Lakshadweep Islands. Training Completion Certificate of these locations should reach within 6 (six) weeks of training completion date.
- 6. NICSI will impose penalty, as per **Section: Penalty Calculation Process**, in case of failure by the Vendor in meeting the terms and conditions related to Paid Training.
- 7. The vendor should provide the necessary post processing software in order to process the data captured during measurements using the ETS/DGPS (Survey Grade) at no additional cost to the user in order to produce data and shape file (.shp) / other formats and map on the equipment screen / display and computer.
- 8. The Vendor shall quote per batch cost for paid training conducted (all inclusive of training material, training kit, TA/DA, etc.) under **Annexure-Financial Bid (Part-D)**

## 15. WARRANTY

1. Conditions related to warranty support are given in the following table:

S. No.	Description	
1	All quoted Systems and relevant additional items should be under 3 (Three) Years on-site comprehensive warranty support from the date of acceptance at the site, including free spare parts, kits, calibration (at least once a year & as and when required) etc. and excluding the consumable items. During warranty period, all the parts of the product shall be considered non-consumable and vendor shall have to maintain all such parts at no extra cost whenever required.	
2	During warranty period, besides service/maintenance of Hardware and System Software and all driver software up-gradation, installing patches and services shall also be provided at no extra cost.	
3	The vendor should fulfill the following conditions during warranty period:	
3(a)	Vendor will maintain enough spares in India (not less than 10%) so as to provide satisfactory onsite comprehensive maintenance services during the warranty period. Vendor will indicate the level of spares, which will be stored by them in India for providing comprehensive on-site warranty services to NICSI/User sites. Vendor will also provide a status report <a href="every 6">every 6</a> (six) months through e-mail to NICSI/User about the support related complaints lodged by different Users and availability of spares at the vendor warehouse.	
3(b)	Vendor as well as OEM would provide the helpdesk support services through telephone/e-mail where Users can lodge their complaint. Each User will be assigned a unique trouble ticket number through which User should be able to track the action taken on his complaint through a support portal.	

S. No.	Description	
3(c)	Under the warranty support, any failure in the system or a subsystem thereof should be rectified within <b>maximum period of 72 hours of lodging complaint</b> at State Capitals and Sites withpublic air-transport facilities. Normal transit time <b>not exceeding 48 hours</b> additionally will be allowed if the Site happens to be other than State Capital and Sites without public air-transport facilities. Failing which, penalty will be charged or recovered from out of withheld amount towards penalty per day per system at the rate of given in the <b>Section: Penalty Calculation Process</b> . If holiday / non-working day falls within rectification time, the holiday/non-working day will not be counted for penalty calculation.	
3(d)	Any system, failing at subsystem level <u>at least three times in three months</u> , displaying chronic system design or manufacturing defects or Quality Control problem will be totally replaced by the Vendor at his cost and risk <u>within 30 days</u> , from the date of last failure. If Vendor fails to replace the system <u>within 30 days</u> , penalty will be charged at the rate of <u>0.2% of system purchase</u> <u>value per day per system</u> .	
3(e)	Vendor shall visit each site at least once in a year to carryout preventive maintenance and fine-tune the performance of the system besides regular service calls during warranty period. The preventive maintenance may also be clubbed with regular service visit if any.	
3(f)	Vendors shall attend the complaints lodged by NICSI/Users during warranty period. In case of default by the vendor, penalty will be imposed as specified in the <b>Section: Penalty Calculation Process</b> .	
3(g)	On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during <b>warranty period of 3 (Three) years</b> for all the equipment as the case may be. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit or by raising claims while releasing the Security Deposit.	
3(h)	If NICSI desires, the empanelled vendors will be asked to provide same support as post warranty support at rates finalized in this tender. The service tax, as applicable will be extra. Vendor has to sign an agreement with NICSI/Customer for same type of support. The payment will be made quarterly at the end of the quarter. If vendor refuses to honor this post warranty/AMC support, vendor may be debarred from participating in similar future tenders. clarity  After expiry of warranty, NICSI has option to enter into Annual Maintenance Contract with the	
	Vendor for post warranty maintenance of the systems, based on rates available in tender.	

- 2. All empanelled vendors shall have to enter into a written agreement with NICSI for honoring all tender conditions and warranty maintenance support, through a Web-based monitoring system, in executing the purchase orders placed by NICSI/NIC.
- 3. User shall also have option to log complaint of procured systems directly to the OEM. A toll free number and Web Complaint systems of OEM should be provided with each supplied systems in the form of a sticker. It will be responsibility of OEM to provide support for all such cases. User should also be able to see the warranty support period of procured systems of OEM website by entering a service tag/serial number of system.
- 4. During warranty period, besides service/maintenance of Hardware and System Software and all driver software upgradation, installing patches and services shall also be provided at no extra cost. It is the responsibility of the vendor to provide all necessary support and loading of systems software patches etc.

5. On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper support has been provided during warranty period of three years for all the items. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of their due payments or from their Security Deposit or by raising claims, while releasing the Security Deposit. After expiry of warranty, NICSI has option to enter into Annual Maintenance Contract with the Vendor for post warranty maintenance of the systems as per the quoted price/negotiated price.

## 16. PENALTY CALCULATION PROCESS

Any unjustified and unacceptable delay beyond the delivery / installation (where applicable) schedule as per purchase order will render the vendor liable for penalty at the rate as mentioned in the following sections.

S. No.	Activity	Rate
1.	Failure in maintaining the <b>delivery schedule</b> with any delay beyond last date of delivery.	Any unjustified and unacceptable delay in delivery of goods as per the schedule given in this tender document will render the vendor liable for liquidated damage at the rate of 0.1% (point one percent) of the purchase order value per day for first 10 days, 0.2%(point two percent) per day for next 10 days, 0.3% (point three percent) per day for next 10 days, subject to maximum 30 days in total.  After that the purchase order may be cancelled. In addition, the vendor shall also be liable to pay to NICSI a cancellation charge of
		10% (Ten percent) of the PO value if the ordered items are not delivered within 4 weeks of delivery due date.
2.	Maintenance during warranty period	Under warranty support, penalty per day per equipment at the rate of <b>0.2%</b> ( <b>point two percent</b> ) of the purchase value of the equipment.  Maximum penalty will be limited to <b>10% of the purchase order value.</b> If system remains down beyond 30 days, NICSI will have option to get it rectified through alternate source. The cost of repair on such default shall be recovered from the Vendor from outstanding payment or BG/PBG.
3.	Replacement of the faulty system	Any system, failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem will be totally replaced by the Vendor at his cost and risk within 30 days, from the date of last failure. If Vendor fails to replace the system within 30 days, penalty will be charged at the rate of <b>0.2% of system purchase value per day per system</b> .
4.	Failure in maintaining <b>Free Training</b> Schedule	All trainings should be conducted within 2 months (Sixty days) of delivery of equipment, a penalty of 1% (one percent) of the purchase order value per day subject to a maximum of 10 days.  Maximum penalty will be limited to 10% of the purchase order value.  Thereafter NICSI holds the option to complete the training through alternate sources at the risk and cost of the defaulting vendor.
5.	Failure in maintaining Paid Training Schedule	0.2% (Zero point two percent) of the purchase order value per day subject to a maximum of 10 days, thereafter NICSI holds the option to complete the training through alternate sources at the risk and cost of the defaulting vendor.

S. No.	Activity	Rate
6.	Failure in maintaining <b>Rental</b> Schedule	0.2% (Zero point two percent) of the purchase order value per day subject to a maximum of 10 days, thereafter NICSI holds the option to complete the rental through alternate sources at the risk and cost of the defaulting vendor.
7.	Failure in replacement of defective <b>Rental</b> equipment within deadline	0.2% (Zero point two percent) of the purchase order value per day subject to a maximum of 10 days, thereafter NICSI holds the option to complete the rental through alternate sources at the risk and cost of the defaulting vendor.
8.	Limitation of Liability	Taking into consideration all the above cases, the total liability that can be levied on the vendor shall not exceed the total of the purchase order value, performance guarantee and security deposit.

### 17. PAYMENT PROCESS

- For 90% payment after Delivery of Goods Proof of Delivery along with original excise duty gate pass (if applicable), and
  other relevant documents & BG in the name of NICSI, New Delhi, shall be submitted in 5 (five) copies soon after the
  completion of delivery of all ordered items.
- 2. For 10% payment after Completion of Free Training Training Completion Certificate and other relevant documents shall be submitted in 5 (five) copies soon after the completion of free training. In case training is not conducted within 60 days (sixty days) from the date of issuance of Purchase Order by the user, the vendor is penalized as per section 16 of this RFP Penalty Calculation Process.
- 3. For Rental of Equipment A pre-receipted bill (three copies), along with original excise duty gate pass (if applicable), Rental Completion Certificate and other relevant documents (five copies) shall be submitted in the name of NICSI, New Delhi, soon after the completion of the rental services.
- 4. For Paid Training A pre-receipted bill (three copies), along with **Training Completion Certificate** and other relevant documents (five copies) shall be submitted in the name of NICSI, New Delhi, soon after the completion of training.
- 5. An invoice will contain the items ordered under one Purchase Order only. Bill / Invoice shall not be combined for more than one purchase order.
- 6. Payment shall be done as per the following schedule:
  - a. In cases where delivery of goods is required:
    - i. 90 % on delivery of all items included in the purchase order
    - ii. 10% on completion of training of all items in the purchase order
  - b. In cases of rental of equipment:
    - i. 100% on completion of the rental period and successful completion of contractual obligations
- 7. FOR PAYMENT ON DELIVERY OF GOODS: 90% payment will be made on delivery of items at any specified site in India as per the following process:
  - a. The vendor will deliver the items at designated locations as per the purchase order and obtain signature with date and stamp on Delivery Proof (s) of the concerned User.
  - b. The vendor will submit a copy of Proof of Delivery duly signed by the User/NICSI Project Coordinator, with his name, date of delivery, designation and office seal, legibly recorded, should reach NICSI Head Quarters, New Delhi.

- c. The vendor will submit the original delivery certificate along with original excise duty gate pass to the NICSI Head Quarters, New Delhi. Bank Guarantee will also be required to be submitted at the time of bill submission for payment to be made.
- d. Penalty, if any, will be imposed as per Section: Penalty Calculation Process.
- e. Pre-dispatch Inspection Report issued by NICSI Testing division must be produced along with the bills.

Balance 10 % payment will be made after complete training of all items as per the following process:

- a. The vendor will submit all original Training Completion Reports, to NICSI Headquarters, New Delhi.
- b. Penalty, if any, will be imposed as per Section: Penalty Calculation Process.
- c. In the case of vendor being unable to bring **Training Completion Report** even after <u>45 (Forty Five) days</u> <u>of delivery of the system</u> and there is no written complaint from the User about the training, it will be treated that the training is complete and the bills will be processed.
- 8. FOR PAYMENT OF RENTAL ITEMS: 100 % payment will be made after completion of the rental period and successful completion of contractual obligations as per the following process:
  - a. The vendor will submit all original Rental Completion Reports, to NICSI Headquarters, New Delhi.
  - b. In the case of vendor being unable to bring Rental Completion Report even after 30 (Thirty) days of completion of the rental period and there is no written complaint from the User about the rental, it will be treated that the rental is complete and the bills will be processed.
- 9. FOR PAYMENT OF TRAINING: 100 % payment will be made after completion of the training period and successful completion of contractual obligations as per the following process:
  - a. The vendor will submit all original **Training Completion Reports**, to NICSI Headquarters, New Delhi.
  - b. In the case of vendor being unable to bring **Training Completion Report** even after 30 (**Thirty**) days of completion of the **Training period** and there is no written complaint from the User about the training, it will be treated that the training is complete and the bills will be processed.
- 10. Entry Tax etc. if payable will be reimbursed for which Vendor has to submit all original documents along with the bills. Such claims shall neither be processed separately nor on any post-facto basis.
- 11. Payments shall be subject to deductions of any amount for which the Vendor is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act and any other taxes.
- 12. All payments will be made through RTGS only.
- 13. In case the submission of bills to NICSI, along with the necessary documents i.e. POD's/BG's etc., is delayed by the Vendor beyond 30 days from the date of issue of bill or delivery of materials etc., whichever is earlier, the entire liability towards payment of interest/penalty to the tax authorities would be on the cost of respective Vendor so that NICSI is not burdened unnecessarily with this amount. The entire amount will be deducted from the payment due to respective Vendor.
- 14. All the Vendors/Channel Partners should raise their bills in the name of NICSI, New Delhi. However, the ordered items should be delivered to the User locations as per the Purchase Order by the Vendor, after Stock Entry and billing at NICSI HQ.

#### 18. GENERAL TERMS AND CONDITIONS

- The empanelment under this tender is not assignable by the selected vendor. The selected vendor shall not assign its
  contractual authority to any other third party.
- 2. As a matter of policy and practice and on the basis of Notification published in Gazette of India dated 14th March, 1998, it is clarified that services and supplies of the vendor selected through this tender can be availed by both National Informatics Center [NIC] and National Informatics Center Services Incorporated [NICSI], as the case may be depending on the project, and the selected vendor shall be obliged to render services / supplies to both or any of these organizations

- as per the indent placed by the respective organization. In other words, the selection procedure adopted in this tender remains applicable for NIC as well, and in the event of rendering services / supplies to NIC, the selected vendor shall discharge all its obligations under this tender vis-à-vis NIC.
- 3. Any default or breach in discharging obligations under this tender by the selected vendor while rendering services / supplies to NICSI, shall invite all or any actions / sanctions, as the case may be, including forfeiture of EMD, security deposit stipulated in this tender document. The decision of NICSI/NIC arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any vendor/empanelled bidder to bring pressure of any kind, may disqualify the vendor/empanelled bidder for the present tender and the vendor/empanelled bidder may also be liable to be debarred from bidding for NICSI/NIC tenders in future for a period of at least three years.
- 4. All terms and conditions governing prices and supply given in this tender, as applicable to NICSI, will be made equally applicable to NIC.
- 5. NICSI reserves the right to modify and amend any of the stipulated condition/criterion given in this tender, depending upon project priorities vis-à-vis urgent commitments. NICSI also reserves the right to accept/reject a bid, to cancel/abort tender process and/or reject all bids at any time prior to award of empanelment, without thereby incurring any liability to the affected agencies on the grounds of such action taken by the NICSI.
- 6. Any default by the bidders in respect of tender terms & conditions will lead to rejection of the bid & forfeiture of EMD/Security Deposit.
- 7. The decision of NICSI arrived during the various stages of the evaluation of the bids is final & binding on all vendors. Any representation towards these shall not be entertained by NICSI. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- 8. In case the empanelled vendor vendor/empanelled bidder is found in-breach of any condition(s) of tender or supply order, at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 9. Any attempt by vendor vendor/empanelled bidder to bring pressure towards NICSI's decision making process, such vendors shall be disqualified for participation in the present tender and those vendor may be liable to be debarred from bidding for NICSI tenders in future for a period of three years.
- 10. Printed/written conditions mentioned in the tender bids submitted by vendors will not be binding on NICSI.
- 11. Upon verification, evaluation/assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- 12. NICSI will not be responsible for any misinterpretation or wrong assumption by the vendor, while responding to this tender.
- 13. Consortium of Vendors cannot participate in this tender.
- 14. All bid documents must be clearly signed and stamped by the Authorized Signatory of the bidder.
- 15. Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document shall be short-listed for further evaluation.
- 16. The bidders shall also submit a hard copy of this RFP **clearly signed and stamped** by their respective Authorized Signatory along with the manual submissions as per **Annexure 2: Bid Submission**.

## **18.1.** Price Variation Clause

1. During the validity of the empanelment including the extended period, if any, if the Bidder sells any empanelled item to any other Department/Organization at a price lower than the price fixed for NICSI under same terms & conditions as defined in this tender, the Bidder must voluntarily pass on the price difference to NICSI with effect from the date of selling / intent to sell at lower rate. Similarly, in the event of lowering of Government taxes / levies subsequent to the finalization of the panel, the Bidder shall automatically pass on the benefits to NICSI, and in the event of increasing of Government taxes / levies subsequent to the finalization of the panel, NICSI shall consider the case on merit and the pro-rata benefits to the vendor may be considered if full reference with documentary evidence is submitted.

- 2. During the validity of the panel, in case NICSI notices that the market rates have come down from the time when rates were finalized or for the reasons of technological advances/changes, NICSI will ask the technically short listed Bidders to re-quote the prices based on new / advanced configurations/technologies and the Bidder(s) will be selected on the basis of procedure as per clause 10 of this RFP and as per committee decision. The time difference between such re-quotes will be minimum three months except in case of the union budget.
- 3. Price variation due to Foreign exchange rate (in USD) fluctuation will be dealt as per clause below:
  - a. Minimum period for consideration of request for review of prices for all products of this tender shall be three months.

## **18.2.** Exchange Rate Variation (ERV)

Bidder will submit the foreign exchange rate (USD) applicable on tender submission date, as given in financial bid. The foreign exchange rate on last date of bid submission published at RBI site will be taken as reference. The rate revision due to the above will be considered when the average monthly fluctuation is  $\pm 10\%$  or above of the defined reference value. Method of rate revision due to above fluctuation is defined in the financial bid Performa. If the fluctuation is downwards, NICSI Tender division will automatically initiate the process for reducing the rate by following the same procedure. For subsequent revisions, the rate revision committee will record the foreign exchange rate applicable on the finalization date. In such cases, NICSI will take decision of giving complete / partial benefit of the variation by examining other existing similar government empanelment and prevalent market rates. NICSI may also invite revised financial bid from technically qualified bidders (if number of such bidders is more than two) and empanelment size will be reduced to at most two vendors. Decision of NICSI in this regard will be final and no representation of any kind will be entertained.

## 18.3. Preferential Market Access (PMA)

Preference will be given to domestically manufactured electronics goods in Government procurement as per the Gazette of India notifications dated 23/12/2013 and Govt. notification No: 8(78)/2010-IPHW dated 10-2-2012 & 12/06/2013 and subsequent amendments/clarifications will be followed for implementation. Bidders must submit an undertaking on Rs.100/- stamp paper in the form of affidavit enclosed as **Annexure 6: PMA Affidavit** mentioning the percentage of domestic value addition (in terms of BOM) as per DeitY notification 33(3)/2013-IPHW dated 22/05/2014, for each quoted item, without which their bid will not be considered for availing this preference. **Quoting false information will lead to the cancellation of their empanelment letter and EMD will be forfeited**.

#### 18.4. Micro, Small & Medium Enterprises Development Act

- a) If a bidder falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the registration certificate must be provided to NICSI. Further, the bidder must keep NICSI informed of any change in the status of the company.
- b) Following facilities have been extended to the SSI units registered with NSIC:
  - a. Issue of tender sets free of cost
  - b. Exemption from payment of earnest money

## 18.5. End of Life (EOL)

During the empanelment period, if the empanelled product becomes end of life, the vendor must ensure that an equivalent or better product is offered to NICSI. Due to any unavoidable circumstances, if the vendor is not in a position to execute future orders, NICSI should be intimated the same with convincing justifications, at least three months in advance. NICSI will conduct independent enquiry about such claims and the availability of equivalent/better product at OEMs site. The decision arrived at by NICSI in such matters will be final. If the inability shown by the vendor is only due to some financial/technical reasons, such requests will not be considered. However for all cases in which the User Department has transferred fund to NICSI for procurement, the vendor must supply equivalent or better product to fulfill NICSI's obligation to the User Department. Any failure to adhere to this will result in forfeiting the Security Deposit and debarring the vendor from participating in NICSI tenders for minimum three years.

# **18.6.** Limitation of Liability

Except in the case of gross negligence or willful misconduct on the part of the Vendor or on part of any person or company acting on behalf of the Vendor in carrying out the services, the Vendor, with respect to damage caused by the Vendor to end User / NICSI / NIC, shall be liable to end User / NICSI / NIC:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage,

only to the extent of

- A. the total payments payable under this contract to the Vendor, or
- B. the proceeds the Vendor may be entitled to receive from any insurance maintained by the Vendor to cover such a liability,

whichever of (A) or (B) is higher, plus the security deposit submitted by the Vendor.

This limitation of liability shall not affect the Vendor liability, if any, for damage to Third Parties caused by the Vendor or any person or firm / company acting on behalf of the Vendor in carrying out the work.

## 18.7. Indemnity

- The selected bidders & their vendor(s) shall indemnify the NICSI/User departments against all third party claims of
  infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied
  software/hardware/manpower etc. and related services or any part thereof.
- 2. NICSI/User department stand indemnified from any claims that the hired manpower / vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders.
- 3. NICSI/User department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / vendor vendor's manpower while discharging their duty towards fulfillment of the purchase orders.

#### 18.8. Labour Laws

1. The vendor shall, and hereby agrees to, comply with all the provisions of Indian Labour Laws and industrial laws in respect of the manpower employed thereof.

- 2. Wherever necessary, the vendor shall apply for and obtain license as provided under Section 12 of Contract Labour (Regulation and Abolition) Act, 1970, and strictly comply with all the terms and conditions that the licensing authority may impose at the time of grant of license. NICSI shall not be held responsible for any breach of the license terms and conditions by the vendor.
- The vendor shall be solely responsible for the payment of wages to the deployed manpower and ensure its timely payment thereof.
- The vendor shall duly maintain a register giving particulars of the deployed manpower, nature of work, rate of wages, etc.
- 5. The vendor shall also ensure compliance to the following labour legislations:
  - (i) Minimum Wages Act \*
  - (ii) Employees Provident Fund Act \*
  - (iii) Employees State Insurance Act \*
  - (iv) Workmen's Compensation Act, if the ESI Act does not apply \*
  - \*Applicable as per respective state
- 6. The vendor shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service conditions of its workmen and at no time shall it be the responsibility of NICSI.
- 7. The vendor shall indemnify NICSI against any liability incurred by NICSI on account of any default by the vendor or manpower deployed by it.
- 8. Neither the vendor nor his workmen can be treated as employees of NICSI for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of NICSI. The vendor or its workmen shall not at any point of time have any claim whatsoever against NICSI.
- 9. If the User Department / NICSI so recommends, a deployed resource must be replaced by the vendor within a period of 5 working days.

# 18.9. Termination for Insolvency

NICSI may at any time terminate the purchase order/empanelment by giving four weeks written notice to the vendor vendor/empanelled bidder, without any compensation to the vendor vendor/empanelled bidder, if the vendor vendor/empanelled bidder becomes bankrupt or otherwise insolvent.

## 18.10. Force Majeure

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the

empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

#### 18.11. Termination for Default

Default is said to have occurred

- a) If the vendor fails to accept the Purchase Orders
- b) If the vendor fails to deliver any or all of the services within the time period(s) specified in the purchase order or during any extension thereof granted by NICSI.
- c) If the vendor fails to perform any other obligation(s) under the contract
- 1. If the vendor defaults on a & c of above circumstances, his Bid security (EMD)/BG received against this empanelment will be forfeited and empanelment will be cancelled.
- 2. If the vendor defaults on b of above circumstances, 10 % of the work order value will be levied as cancellation charges.

#### 18.12. Arbitration

- If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules. 1996.
- 2. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- 3. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

#### 18.13. Conciliation

- 1. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to seek an amicable settlement of that dispute by Conciliation under the ICADR Conciliation Rules, 1996.
- 2. The Authority to appoint the Conciliator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- 3. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Conciliation Rules, 1996.

## 18.14. Applicable Law

- 1. The vendor vendor/empanelled bidder shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- 2. All disputes in this connection shall be settled in Delhi jurisdiction only.
- 3. NICSI reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. NICSI will not be under obligation to give clarifications for doing the aforementioned.
- 4. NICSI reserves the right that the work can be allocated to any of the empanelled vendors.

- 5. NICSI also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.
- 6. NICSI, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.
- 7. NICSI also reserves the right to award work orders on quality / technical basis, which depends on quality, capability and infrastructure of the firm.
- 8. All procedure for the purchase of stores laid down in GFR and DFPR shall be adhered-to strictly by the NICSI and subordinates and Bidders are bound to respect the same.

## 19. ANNEXURE

The necessary Annexure are given in the following pages.

# ANNEXURE 1. VALIDITY OF BIDS, RATES, ETC.

S.	Item	Value
No.		
1	Validity of bids	180 (one hundred and eighty) days
2	Validity of empanelment	2 (two) years
3	Extension	1 (one) more year (at NICSI's option and in mutual agreement with
		the vendor)
4	Minimum period of revision of	3 (three) months
	rates	

#### ANNEXURE 2. BID SUBMISSION

- 1. The bidder may choose to bid for single or multiple Items per the scope of work mentioned in the tender document.
- 2. Bidder shall adhere to the **Time Schedule** mentioned in this RFP. **No bids shall be accepted post the deadline as mentioned in this schedule**.
- 3. <u>Bid submission shall be sub-divided into two (2) parts</u>: **Online Submission Part & Hardcopy (or Manual)**Part
  - a. **Bid Submission Online Submission Part:** Online bids (complete in all respect) must be uploaded on <a href="http://eproc-nicsi.nic.in">http://eproc-nicsi.nic.in</a> latest by the time and date as mentioned in this RFP and shall comprise of the following:
    - i. Folder-1: The file should be saved in a PDF version as 'EMD&TenderFee\_ETS-GPS\_<Bidder's Name>.pdf' and should comprise of the following items:
      - Scanned copy of bank draft for EMD Fees (as per items quoted from this RFP); &
      - Scanned Copy of bank draft for Tender Document Fee.

The PDF file not containing the above documents or containing the financial bid in explicit / implicit form will lead to rejection of the bid.

- ii. **Folder-2:** The file should be saved in a PDF version as **'Eligibility\_ETS-GPS\_<Bidder's Name>.pdf'** and should comprise of the following information:
  - Compliance sheet(s) as per **Annexure 4: Eligibility Criteria.**
  - All necessary Annexure(s) related to the eligibility criteria.
  - All supporting documents asked under the eligibility criteria.

The PDF file not containing the above documents or containing the financial bid in explicit / implicit form will lead to rejection of the bid.

- iii. **Folder-3:** The file should be saved in a PDF version as 'Tech\_bid\_ETS-GPS\_<BidderName>.pdf' and should contain the following information
  - Unpriced BOM as per Annexure 10: Technical 1 to Annexure 14: Technical 5.
  - Data sheets, manuals and any other relevant documentation for all equipment quoted.
  - Manufacturer's authorization form from every OEM whose product has been quoted by the bidder, as per the MAF template as provided in this RFP.

This PDF file not containing the above documents or containing the financial bid in explicit/implicit form will lead to rejection of the bid.

- iv. **Folder-4:** The should be saved in a XLS version as **'Financial\_Bid\_ETS-GPS\_<BidderName>.xls'** and should contain the following information
  - The XLS file is expected to contain Unpriced Financial bid as per format provided in Annexure 15:
     Financial Bid
  - Hard Copy of the financial bid to be submitted in a separate envelope as per format provided in **Annexure 15: Financial Bid**
  - All the bids documents should be signed by the authorized signatory of the company.

All pages of the bid being submitted must be sequentially numbered by the bidder.

b. **<u>Bid Submission – Hardcopy (Manual) Submission Part:</u>** Manual bid submission shall be done before the due date and time as specified in this RFP and shall comprise of submission of the following envelopes:

#### i. Envelope-1: EMD & Tender Document Fee

- Bank Drafts are to be submitted towards EMD & Tender Document Fee in one sealed envelope. A letter
  specifying the draft details should also be submitted along with Annexure 19: EMD & Tender
  Document Fee.
- A composite draft towards EMD and tender fee, drawn on a scheduled commercial bank and payable to NICSI, New Delhi may be placed in an envelope. The amount of EMD to be submitted shall be on the basis of the number of Items for which the bid is being submitted as per section on Earnest Money Deposit (EMD) of this RFP.
- A hard copy of this RFP **clearly signed and stamped** by the Authorized Signatory of the Bidder shall be enclosed in this envelope.
- The envelope may be addressed to:

The Managing Director,

**National Informatics Centre Services Incorporated** 

6th Floor, Hall No. 2&3, NBCC Tower,

15 Bhikaji Cama Place,

New Delhi - 110066

Tel.: +91-11-26105054

Fax: +91-11-26105212

• Scanned copy of the draft(s) may be uploaded as Folder-1 of the following online bid submission procedure.

#### ii. Envelope-2: Financial Bid

- The envelope should be sealed and superscripted "<u>Financial Bid for NICSI tender for Item No& Item</u> Name.
- This envelop should contain within it separate envelopes (sealed) for each quoted item as per format provided in **Annexure 15: Financial Bid**.
- The envelope may be addressed to:

The Managing Director,

**National Informatics Centre Services Incorporated** 

6th Floor, Hall No. 2&3, NBCC Tower,

15 Bhikaji Cama Place,

New Delhi – 110066

Tel.: +91-11-26105054

Fax: +91-11-26105212

- Bid for each category should be submitted in individually sealed envelopes superscripting the relevant part number "PART-A: Basic Unit Price,...".
- Bidders who are bidding for Annexure Technical-2(a) shall also bid for Technical Annexure-2(b), and vice-versa, else the bid for that annexure shall be rejected.

- For each quoted item in the **Annexure 10: Technical1 Annexure 14: Technical 5**, financial bids of only technically qualified bidders for that category (item) will be opened.
- 4. NICSI will not be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the online bids.
- 5. The bids submitted by fax/E-mail/manually etc. shall not be considered. No correspondence will be entertained on this matter.
- 6. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
- 7. No bids will be accepted after the expiry of the deadline as stated above.
- 8. In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- 9. All pages of the bid being submitted must be signed by the authorized signatory, stamped and sequentially numbered by the vendor irrespective of the nature of content of the documents. Un-signed & un-stamped bid may be summarily rejected.
- 10. At any time prior to the last date for receipt of bids, NICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective vendor, modify the Tender Document by an amendment. The amendment will be notified on NICSI's website <a href="http://eproc-nicsi.nic.in">http://eproc-nicsi.nic.in</a> and should be taken into consideration by the prospective agencies while preparing their bids.
- 11. In order to give prospective agencies reasonable time to take the amendment into account in preparing their bids, NICSI may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the tender. Withdrawal of a bid during this interval may result in forfeiture of Vendor's EMD.
- 12. The agencies will bear all costs associated with the preparation and submission of their bids. NICSI will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
- 13. Printed terms and conditions of the vendors will not be considered as forming part of their bid. In case terms and conditions of the tender document are not acceptable to any vendor, they should clearly specify the deviations in their bids.
- 14. Bids not submitted as per the specified format and nomenclature may be out rightly rejected.
- 15. Ambiguous/Incomplete/Illegible bids may be out rightly rejected.
- 16. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and required specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the vendor's risk and may result in the rejection of the bid.
- 17. Bidder has to submit physically, financial bid in separate sealed envelopes for each & every item by subscripting Item No & Name of the item on it (Refer **Annexure 15: Financial Bid**). Similarly for technical Bid.

# ANNEXURE 3. BID SUMMARY

Name of Bidder							
Date of							
Incorporation							
Registered							
Office Address							
Authorised	Name						
Signatory Details	Designation	l					
Dottuiis .	Email						
	Phone						
Details of	Name						
Contact other	Designation						
than Authorised	Email						
Signatory	Phone						
Delhi VAT							
Registration							
No.							
Service Tax							
Registration No.							
PAN							
Bidder's Total	Year		Tu	rnover in Cr	ores of Rs.		
Annual Turnover for	2014-15						
last three years	2013-14						
Technical Annex	2012-13	Ridder has	ano	tad itams			
TECHNICAL 1 -	(Yes /	If yes, iten		OEM	EMD	EMD	Bank
ELECTRONIC	No)	Make and		Name	Amount	Instrument	Name and
TOTAL		Model or Part Code					Branch
STATION							
TECHNICAL	(Yes /	If yes, iten		ОЕМ	EMD	EMD	Bank
2(a) - DGPS	No)	Make and Model or		Name	Amount	Instrument	Name and Branch
SYSTEM		Part Code					
(SURVEY GRADE)							
GRADE)							07   D

No. 10(41)/2014-NICSI

TECHNICAL 2(b) - RTK SURVEY KIT	(Yes / No)	If yes, item Make and Model or Part Code	OEM Name	EMD Amount	EMD Instrument	Bank Name and Branch
TECHNICAL 3  - HIGH ACCURACY HANDHELD GPS	(Yes / No)	If yes, item Make and Model or Part Code	OEM Name	EMD Amount	EMD Instrument	Bank Name and Branch
TECHNICAL 4  - REAL TIME HANDHELD GPS	(Yes / No)	If yes, item Make and Model or Part Code	OEM Name	EMD Amount	EMD Instrument	Bank Name and Branch

# ANNEXURE 4. ELIGIBILITY CRITERIA

S. No.	Eligib	ility Criteria			Insert Value or Other Response	Reference of where the proof is enclosed in the bid
1.	Bidder OEM v	should be an <b>Authoriz</b> e must submit <b>Manufae</b> whose product has been te given in the Annexure	cturer's Authorizated a quoted by the Bidd	t <b>ion Form</b> for each		
2.	Bidder Compa	must submit a copy of the must be an individual snies Act, 1956, and shows a years prior to the date of the date o				
3.	laws a	should have Articles of And certificate of registres), Partnership deed (in	ration (in case of re case of partnership fi			
4.	than th Techni minim	dder should have an avent ne sum of the average ar cal Annexure that the um average annual turn lar Technical Annexure	unual turnover specifi bidder has quoted over required for bid	ed for the individual a product in. The ding for an item in a		
	S.	Technical	Minimum	Minimum		
	No.	Annexure	Average Annual Turnover in Figures	Average Annual Turnover in Words		
	1 TECHNICAL 1 - ELECTRONIC Rs. 1,50,00,000 Rupees One Crore TOTAL STATION Fifty Lakh Only					
	2	TECHNICAL 2(a) - DGPS SYSTEM (SURVEY GRADE) TECHNICAL 2(b) - RTK SURVEY KIT	Rs. 2,10,00,000	Rupees Two Crore Ten Lakh Only		

S. Eligibility Criteria No.					Insert Value or Other Response	Reference of where the proof is enclosed in the bid	
	3	TECHNICAL 3 – HIGH ACCURACY HANDHELD GPS	Rs. 60,00,000	Rupees Sixty Lakh Only			
	4	TECHNICAL 4 – MEDIUM ACCURACY HANDHELD GPS	Rs. 60,00,000	Rupees Sixty Lakh Only			
	5	TECHNICAL 5 – REAL TIME HANDHELD GPS	Rs. 60,00,000	Rupees Sixty Lakh Only			
5.	CA ce during	ective bidders should be <b>D13-14 and 2014-15.</b> ertificate confirming the game the stated financial year must submit a Power cory for this tender	e average annual turs must be submitted	ernover of the bidder			
6.		r must provide a copy o	f the following in the	e name of the bidding			
	compa a) b) c)	PAN card					
7.	2014- Annex	ch of the past 3 (the 15 the Bidder must hat the cure of this tender, worth the details as per Annex	ve supplied items, g	given in the Technical to clients in India.			
	purch	ase orders issued in the g cates which are easily leg	given period and corr	-			
8.	traine	The bidder should have authorized workshops and adequate numbers of trained manpower for after sales support in at least <b>10 (ten) Indian States</b> including <b>1 (one) in the north-east</b> . Please supply information					

No. 10(41)/2014-NICSI

S. No.	Eligibility Criteria	Insert Value or Other Response	Reference of where the proof is enclosed in the bid
	in Annexure 8: Support Infrastructure.		
	Bidders should also provide escalation matrix for their sales & support function.		
9.	To confirm in Yes or No, whether the bidder falls under the Micro, Small and Medium Enterprises Development Act, 2006.		
	If yes, a copy of the valid registration Certificate must be provided to NICSI. Further, NICSI must be kept informed of any change to the status of the company as per the mentioned act.		
10.	Preference may be given by the Government User Departments to domestically manufactured electronic goods in procurement as per guidelines issued by the Govt. through notification No. 8(78)/2010-IPHW dated 10-02-2012, and subsequent amendments / clarifications/notifications.		
	To fall under this category and avail preference, Bidders must indicate percentage domestic value addition (in terms of Bill of Material (BOM) as per <b>Annexure 5: Domestic Value Addition</b> )		
	Following documents need to be submitted, only if the bidder wants to be considered for receiving any preference that may be applicable:  a) Affidavit of Self Certification regarding Domestic Value Addition in an electronic product to be provided on Rs. 100/- stamp paper, in the format provided at <b>Annexure 6: PMA Affidavit</b> b) Bidder must also submit a copy of the relevant DeitY notification for the particular category of device indicating the required Domestic Value Addition Percentage and the applicable benefit		

#### All bid documents must be clearly signed and stamped by the Authorized Signatory of the bidder.

Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document shall be short-listed for further evaluation.

## ANNEXURE 5. DOMESTIC VALUE ADDITION

S. No.	Name of Item from Technical	Make-Model or Part Code	Domestic Value Addition Percentage
140.	Annexure		rercentage
	Aimexure		

#### ANNEXURE 6. PMA AFFIDAVIT

Format for affidavit of self-certification regarding domestic value addition in an electronic product, to be provided on Rs. $100$ /- stamp paper
Date:
I
resident ofdo
hereby solemnly affirm and declare as under:
That I will agree to abide by the terms and conditions of the policy of Government of India issued via notification no. $8(78)/2010$ -IPHW dated $10-02-2012$ , and the subsequent revision to the policy issued via notification no. $33(3)/2013$ -IPHW dated $23-12-2013$ .
That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Electronics and Information Technology, Government of India, for the purpose of assessing the Domestic Value Addition.
That the domestic value addition for all inputs which constitute the said electronic product has been verified by me and I am responsible for the correctness of the claims made therein.
That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms, based on the assessment of an authority so nominated by the Department of Electronics Information Technology, Government of India for the purpose of assessing the domestic value addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.
That I have complied with all conditions referred to in the notification no, wherein preference to domestically manufactured electronic products in government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.
I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to any statutory authorities:
i. Name and details of the domestic manufacturer (Registered office, manufacturing unit location, nature of legal entity)
ii. Date on which this certificate is issued
iii. Electronic product for which the certificate has been produced
iv. Procuring agency to whom the certificate is furnished
v. Percentage of domestic value addition claimed
vi. Name and contact details of the unit of the manufacturer
vii. Sale price of the product
viii. Ex-factory price of the product
ix. Freight, insurance and handling
x. Total bill of material

- xi. List and total cost value of inputs used for manufacture of the electronic product.
- xii. List and total cost of inputs which are domestically sourced. Please attach certificate from suppliers if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly.

For and on behalf of ...... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

## ANNEXURE 7. CLIENT DETAILS

S. No.	Work Order No.	Work Order Date	Work Order Value	Products Provided	Client Name	Month and Year of Work Completion
2014	-2015					
1.						
2.						
3.						
4.						
5.						
2013	-2014					
1.						
2.						
3.						
4.						
5.					y	
2012	-2013					
1.						
2.						
3.						
4.						
5.						

## ANNEXURE 8. SUPPORT INFRASTRUCTURE

S. No.	State Name	Own / Franchisee Support Centre*	Address of support centre	Phone number of Person-in- charge**	Email of Person-in- charge**	Size of Manpower
1	Andhra Pradesh					
2	Bihar					
3	Chandigarh (UT)					
4	Chhattisgarh					
5	Delhi					
6	Goa					
7	Gujarat					
8	Haryana					
9	Himachal Pradesh					
10	Jammu & Kashmir	_				
11	Jharkhand					
12	Karnataka					

S. No.	State Name	Own / Franchisee Support Centre*	Address of support centre	Phone number of Person-in- charge**	Email of Person-in- charge**	Size of Manpower
13	Kerala					
14	Madhya Pradesh					
15	Maharashtra					
16	Orissa					
17	Puducherry				) (	
18	Punjab			17		
19	Rajasthan					
20	Sikkim					
21	Tamil Nadu					
22	Telangana					
23	Uttar Pradesh					
24	Uttarakhand					
25	West Bengal					

S. No.	State Name	Own / Franchisee Support Centre*	Address of support centre	Phone number of Person-in- charge**	Email of Person-in- charge**	Size of Manpower
26	Andaman &					
	Nicobar					
27	Lakshadweep					
28	Dadra Nagar &					
	Haveli					
29	Daman & Diu					
	NORTH					
	EAST					
1	Assam					
2	Arunachal Pradesh					
3	Manipur		<b>\</b>			
4	Meghalaya					
5	Mizoram					
6	Nagaland					
7	Tripura					
Tota	ıl					

# ANNEXURE 9. MAF TEMPLATE

#### **Manufacturer's Authorization Form**

Ref:
Date:
To,
MANAGER (TENDER),
NATIONAL INFORMATICS CENTRE SERVICES INCORPORATED,
HALL NO. 2&3, 6TH FLOOR, NBCC TOWER,
15 BHIKAJI CAMA PLACE,
NEW DELHI – 110066.
Subject: Manufacturer's Authorization for Tender No
Sir,
We, <oem manufacturer="" name="">, having our registered office at <oem address="" manufacturer="">, are</oem></oem>
an established and reputed manufacturer of
We confirm that <b><bidder name=""></bidder></b> having its registered office at <b><bidder address=""></bidder></b> is our Authorised
Distributor and the sole Business Partner for the supply and warranty support of our products quoted in this
tender. Our full support is extended to them in all respects for supply and warranty support of our products
during the <u>warranty period of 3 (three) years</u> . We confirm that there won't be any delay in delivery, testing
and warranty support, due to any delay from our side.
In case of a product quoted in this tender becoming end of life (EOL), we shall proactively inform NICSI through
our Authorised Distributor about the replacement product (with matching specifications) along with proper
comparison and sample for evaluation. We also undertake that incase of non-availability of equivalent product,
we shall supply product with higher specification during the empanelment/extended empanelment.
In case of any default by <b><bidder name=""></bidder></b> during the warranty period, <b><oem name=""></oem></b> will ensure same
support directly or through another Authorised Distributor, without any additional cost.
We also ensure to continue providing the service support for the devices / hardware manufactured by us for a
period of <b>2 (two) years</b> after the completion of the <b>3 (three) years warranty</b> period.
period of <u>a ten of jears</u> area and completion of the <u>a ten of jears warrancy</u> period.
Thanking You
For <b><oem< b="">/ Manufacturer name&gt;</oem<></b>
<(Authorized Signatory)>
Name:
Designation :
<sub>0</sub>

## ANNEXURE 10. TECHNICAL 1 - ELECTRONIC TOTAL STATION

OEM of Quoted Item:
Make-Model / Part Code of Quoted Item:

Description	Required Minimum Specification	Specification of Quoted Item	In compliance (Yes / No)
ANGLE MEASUREMENT			
Angular Accuracy ( Standard Deviation )	3 Sec or Better		
<b>Least Count</b>	0.1 Sec or better		
Automatic Level Compensator	Dual-axis Compensator		
Compensator working range	+ / - 3.0 Mins or better		
Telescopic Magnification	30X or better		
LASER SOURCE FOR DISTANCE MEASUREMENT	LASER Class I / LASER Class II ( Human Eye Safe )		
MEASURING TIME	3 - 4 Sec		
DISTANCE MEASUREMENT ACCURACY			
with Prism	+/-(2mm+2ppm) or better.		
without prism/reflective sheet	+/-(3mm+2ppm) or better.		
Target Recognition			
Without Prism	400 Meters or better		
With Single Prism	$2.5 \sim 3.0$ K. Meters or better		
Instrument Tribrach	Detachable tribrach for traversing application		
Power Supply			
Internal Battery	2 Rechargeable Batteries working time minimum upto 12 hrs/per battery		
Charger for above Battery with cables	1 Set quick charger for 2 batteries with led display		
Operating Temperature	-20 deg.Cto+50 deg.C or better		
Clamps & Slow Motion Drives	- Friction Clamp and slow motion/ endless drive without clamp		

No. 10(41)/2014-NICSI

Plummet	Inbuilt laser plummet/optical	
Prism Positioning Light	Track light / Guide light preferred	
Prism Height	Automatic /Manual change of signal (prism)height with change from IR to DR mode in instrument.	
Data Downloading/ Port	Any three of Serial Port or Memory Card , Bluetooth, USB	
Instrument Control Unit / Keyboard / Display	-Display unit should be color day light readable in bright outdoor atmospheric conditions - Alphanumeric keyboard. - Both side display preferably identical	
Instrument Memory	Internal 500MB or better External – Card Memory /USB drive with total memory storage capacity of 2 GB or better	
Onboard/ Controller Software	Cable free graphic color map display unit with complete topographic and cadastral survey tools including COGO functions, stack out capabilities etc. The field survey data with feature code, layer management, background DXF and image and attributes information, traverse adjustment capabilities and GIS compatibility, Import and export facility for .shp, dxf, land xml, csv, capability to apply coordinate system.	
Survey Post Processing Software	Field data processing software compatible to the controller s/w supporting GIS Function like least square adjustment, Area, Volume, contour, import/export support for .shp, Dxf, land XML export to google earth and license s/w. Post Processing s/w should be able to create map on the screen of Desktop/laptop . Software should be available without any location constraint with each ETS / GPS device to ensure that data can be collected in (.shp) format and viewed in map form on display screen.	

#### SCHEDULE OF SUPPLY FOR ELECTRONIC TOTAL STATION (1 Se t)

#### Total Station with above specs - 1 No

- 1. Internal Rechargeable Batteries 2 nos.
- 2. Charger and Charging cable for above led display 1 set
- 3. Data communication cable -1
- 4. Survey Post Processing Software—1 no.
- 5. Single Prism 2 nos.
- 6. Telescopic Range Pole 2.5 mtrs 2 nos.
- 7. Wooden Tripod- 3 no (Telescopic)
- 8. Instrument tribatch with prism adapter and laser/optical plumet-02 Nos.

# PS: All the accessories to be offered along with Total Station should be Main Instrument OEM make only

# ANNEXURE 11. TECHNICAL 2(a) - DGPS SYSTEM (SURVEY GRADE)

A Post Processing GNSS system capable of tracking (DGPS L1/L2 and GLONASS)

OEM of Quoted Item:
Make-Model / Part Code of Quoted Item:

Description	Required Minimum Specification	Specification of Quoted Item	In compliance (Yes / No)
<b>General Specification</b>			
GNSS post processing receiver (capable of operating without controller) with geodetic antenna and all accessories should be offered with following capabilities.			
Measurements Specification			
Satellite Tracking	Should be Capable of tracking GPS L1 C/A Code, L1/L2 Full cycle Carrier,L2C and L5 and GLONASS, GALLIEO, COMPASS Minimum 72 channels capable of tracking L1, L2, L2C, C/A code &P Code measurement and Glonass tracking 2channel for SBAS, should be capable of tracking Gagan		
No of Channel	Minimum 72 Channels, 4 Channels for WAAS/EGNOS		
Accuracy			
Static and Fast Static			
Horizontal	5mm +/-0.5 ppm		
Vertical	5 mm +/- 1 ppm		
GNSS Antenna	External Geodetic Antenna and receiver (with sub mm phase center shift)		
Memory	Internal/ Flash Card memory of 1 GB or more in Receiver		
Communication	External Power ports, 2 Serial Ports, 1 integrated USB port and blue tooth		
Physical and Environmental Specification			
Specification Operating Temperature for all major components including GPS Receiver, Antenna and controller	-20°Cto +60°C		
Storage Temperature for	-40°C to +70°C		

all major components		
including GPS Receiver, Antenna		
and Controller		
	07 1000/ Cardanatar	
Humidity	95 -100% Condensing	
Shock	Withstands 1m pole drop onto concrete	
Position Update Rate	1 Hz.or better	
chargers	External	
Controller (One Controller Should be offered with each Receiver)		
RTK compatibility	Provision for installation of RTK survey kit	
Operating System	Windows Mobile Operating system 6.5 or latest with 500 MHz processor or better	
Display	VGA Color graphical, Daylight- readable touch screen with backlight illumination.	
Keypad	Full Alphanumeric Keypad with minimum 40 Hard Keys	
Memory	RAM 256 MB or above	
Data Storage	More than 4 GB	
Input/Output	USB host and client	
Controller On Board Software		
StackOut	Should support Graphical stakeout, not only for points but for Lines and DTM as well. Should be able perform Real Time Quality Control for stake out positions.	
Background Map	Should be able to accept background maps.	
Total Station and scanner data	Should be able to operate and handle total station data as well as scanning data for integrated surveying.	
Operating System	Windows XP/Windows 7/8 or higher	
Importing Raw Data	Should be able to import Raw data from the GPS receiver as well as RINEX format. Also should be able to import precise ephemeris.	
<b>Baseline Processing</b>	Should be capable of processing code & phase measurements	
Network Adjustment	Should be able to perform Network Adjustment using Least Square adjustment principle.	
Export	Capable of Exporting the data in RINEX format as well in CAD format.	
Reporting	Software should be capable of generating reports directly for the surveyed data	
Datum Transformation	Software should be capable of generating reports directly for the surveyed data	

No. 10(41)/2014-NICSI

	Capable of transferring the data from one datum to another should also accept User defined Parameters.	
Feature Coding	Software should support feature coding. Should accept Users cell library.	
COGO	Software should have COGO functionality	
<b>Conventional Data</b>	Should be able to handle data from Total Station, digital level for network adjustment	
Survey Post Processing Software	Field data processing software compatible to the controller s/w supporting GIS Function like least square adjustment, Area, Volume, contour, import/export support for .shp, Dxf, land XML export to google earth and license s/w. Post Processing s/w should be able to create map on the screen of Desktop/laptop . Software should be available without any location constraint with each device.	

#### SCHEDULE OF REQUIREMENTS

1	Geodetic Receiver with external Antenna	2
2	1.5 mtr Antenna cable 20 mtr Antenna cable	2 2
3.	Color VGA Windows Controller	2
4.	Pair of internal Rechargeable batteries for at least 6 hours operation	2
5	Tripod, Tribrach with optical plummet and tribrach Adaptor	2
6	Download Cable for GPS Receiver	2
7	All other required cables	2 nos
8	Post Processing Software	1 license
9.	External battery connector	2

PS: All the accessories to be offered along with DGPS should be Main Instrument OEM make only

#### TECHNICAL 2(b) – RTK SURVEY KIT

#### RTK Survey kit to upgrade GPS System to RTK

OEM of Quoted Item:
Make-Model / Part Code of Quoted Item:

Description	Required Minimum Specification	Specification of Quoted Item	In compliance (Yes / No)
General	RTK Survey kit with Mast of 5 meter for base and pole and back pack kit for rover		
Accuracy	10 mm + 1 ppm Horizontal 20 mm + 1 ppm Vertical		
GPS Update Rate	20Hz or Greater		
Base and Rover	RTK Base with high power transmission of 25W. RTK Rover Radio. GSM Radios for RTK Base and Rover.		

PS: Items should be of OEM make and compatible with the specification of the GPS as indicated in Technical Annexure for DGPS SYSTEM (SURVEY GRADE), and should have license free radio communication, if any.

#### ANNEXURE 12. TECHNICAL 3 – HIGH ACCURACY HANDHELD GPS

#### High Accuracy Handheld GPS with accessories & User manual

OEM of Quoted Item:
Make-Model / Part Code of Quoted Item:

Description	Required Minimum Specification	Specification of Quoted Item	In compliance (Yes / No)
Physical & Performance			
Horizontal Accuracy	<= 50 cm (Post process, not real time)		
Display Resolution	240X 400 pixel or better		
Display Type	Color and TFT touchscreen		
Weight	Minimum		
Battery Life	14 hours or more		
Waterproof	Yes IPX7		
High sensitivity Receiver	Yes		
USB Interface	Yes		
Map & Memory			
BaseMap	Yes		
Ability to add map	Yes		
Built In Memory	More than 2GB		
Tracklog	8000 points and above		
Features			
Automatic routing	Yes		
Electronic Compass	Yes		
Barometric altimeter	Yes		
Camera	3 mega pixel Min or more		
Area Calculation	Yes		
Unit to Unit Transfer(shares data wirelessly)	Yes		
Picture View	Yes		

PS: All the accessories to be offered along with Hand Held GPS should be Main Instrument OEM make only

#### ANNEXURE 13. TECHNICAL 4 – MEDIUM ACCURACY HANDHELD GPS

#### Medium Accuracy Handheld GPS with accessories & User manual

OEM of Quoted Item:
Make-Model / Part Code of Quoted Item:

Description	Required Minimum Specification	Specification of Quoted Item	In compliance (Yes / No)
Physical & Performance			
Horizontal Accuracy	Greater than 0.50 m and up to 1 m (Post process, not real time)		
Display Resolution	240X 400 pixel or better		
Display Type	Color and TFT touchscreen		
Weight	Minimum		
Battery Life	14 hours or more		
Waterproof	Yes IPX7		
High sensitivity Receiver	Yes		
USB Interface	Yes		
Map & Memory			
BaseMap	Yes		
Ability to add map	Yes		
Built In Memory	More than 2GB		
Tracklog	8000 points and above		
Features			
Automatic routing	Yes		
Electronic Compass	Yes		
Barometric altimeter	Yes		
Camera	3 mega pixel Min or more		
Area Calculation	Yes		
Unit to Unit Transfer(shares data wirelessly)	Yes		
Picture View	Yes		

PS: All the accessories to be offered along with Hand Held GPS should be Main Instrument OEM make only

#### ANNEXURE 14. TECHNICAL 5 – REAL TIME HANDHELD GPS

#### Real Time Handheld GPS with accessories & User manual

OEM of Quoted Item:	
Make-Model / Part Code of Quoted Item:	

Description	Required Minimum Specification	Specification of Quoted Item	In compliance (Yes / No)
Physical & Performance			
Horizontal Accuracy	<= 5 m (Real time)		
Display Resolution	240X 400 pixel or better		
Display Type	Color and TFT touchscreen		
Weight	Minimum		
Battery Life	14 hours or more		
Waterproof	Yes IPX7		
High sensitivity Receiver	Yes		
USB Interface	Yes		
Map & Memory			
BaseMap	Yes		
Ability to add map	Yes		
Built In Memory	More than 2GB		
Tracklog	8000 points and above		
Features			
Automatic routing	Yes		
Electronic Compass	Yes		
Barometric altimeter	Yes		
Camera	3 mega pixel Min or more		
Area Calculation	Yes		
Unit to Unit Transfer(shares data wirelessly)	Yes		
Picture View	Yes		

PS: All the accessories to be offered along with Hand Held GPS should be Main Instrument OEM make only

#### ANNEXURE 15. FINANCIAL BID

Bidder's Billing Address:	

#### Note:

- The Financial Bid has 5 (five) parts, Table A, Table B, Table C, Table D and Table E. Bidders must fill all the 4 (four) parts.
- Prices in Financial Bid should be quoted in the given format, as per the respective specifications in the Technical Annexure.
- All prices should be quoted with <u>3 (three) years on-site warranty support</u>.
- Prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail.
- In case of any discrepancy between prices quoted in the Financial Bid, the values in words will prevail.
- Basic Unit Price (with 3 years on-site warranty) should be inclusive of Excise / Custom Duties.
- Total Unit Price should include packing, forwarding, freight, insurance, commissioning, warranty or any other charges.
- The cost is inclusive of all taxes and delivery at User/End customer location throughout India.
- No TA/DA will be paid or any reimbursements made for expenses in relation to the training.
- If Octroi is required to be paid, it will be reimbursed as per actuals.
- All equipment will be supplied with User and system manuals and interface cables.
- Taxes indicated in the financial bid will be charged as per the prevailing rate.
- The charges for paid training will be per batch.
- For ETS/DGPS (Survey Grade) equipment including RTK Rover Kit, the paid training duration for a single batch of trainees will be 2 (two) days.
- For Handheld GPS equipment, the paid training duration for a single batch of trainees will be 1 (one) day.
- For bidders who are interested to bid for item under Technical-2(a), it is mandatory to bid for Technical-2(b) as well.
- For bidders who are interested to bid for item under Technical-2(b), it is mandatory to bid for Technical-2(a) as well.
- L-1 for each item will be selected on the basis of total prices.

## **Table – A: Basic Unit Price (with 3 years on-site warranty)**

S. No.	Product Description	Technical Annexure Name	Basic Unit Price (with 3 years on-site warranty)	Total percentage of imported component	Delhi VAT	Total Price (All inclusive) with 3 years on- site warranty	Total Price (All inclusive) with 3 years on- site warranty
			In Rs.	In %	In %	In Rs.	In words
(0)	(1)	(2)	(3)	(4)	(5)	(6 = 3 + 3*5)	<b>(7 = 6)</b>
1.	ELECTRONIC TOTAL STATION	TECHNICAL 1 - ELECTRONIC TOTAL STATION				A1	A1
2. (a)	GPS - A Post Processing GNSS system capable of tracking (DGPS L1/L2 and GLONASS)	TECHNICAL 2(a) – DGPS SYSTEM (SURVEY GRADE)				A2	A2
2. (b)	RTK Survey kit to upgrade GPS System to RTK	TECHNICAL 2(b) – RTK SURVEY KIT				A3	A3
3.	HIGH ACCURACY HANDHELD GPS	TECHNICAL 3 – HIGH ACCURACY HANDHELD GPS				A4	A4
4.	MEDIUM ACCURACY HANDHELD GPS	TECHNICAL 4 – MEDIUM ACCURACY HANDHELD GPS				A5	A5
5.	REAL TIME HANDHELD GPS	TECHNICAL 5 – REAL TIME HANDHELD GPS				A6	A6

**Table – B: Extended Warranty** 

S. No.	Product Description	Technical Annexure Name	1 (one) year extended warranty value	2 (two) years extended warranty value	Applicable Tax (WCP / Service Tax)	Total Value for 1 (one) year extended warranty	Total Value for 2 (two) years extended warranty	Total Value of Charges for Extended Warranty	Total Value of Charges for Extended Warranty
			In Rs.	In Rs.	In %	In Rs.	In Rs.	In Rs.	In words
(0)	(1)	(2)	(3)	(4)	(5)	(6 = 3 + 3*5)	(7 = 4 + 4*5)	(8=6+7)	(9=8)
1.	ELECTRONIC TOTAL STATION	TECHNICAL 1 - ELECTRONIC TOTAL STATION						B1	B1
2. (a)	GPS - A Post Processing GNSS system capable of tracking (DGPS L1/L2 and GLONASS)	TECHNICAL 2(a) – DGPS SYSTEM (SURVEY GRADE)						B2	B2
2. (b)	RTK Survey kit to upgrade GPS System to RTK	TECHNICAL 2(b) – RTK SURVEY KIT						В3	В3
3.	HIGH ACCURACY HANDHELD GPS	TECHNICAL 3 – HIGH ACCURACY HANDHELD GPS						B4	B4
4.	MEDIUM ACCURACY HANDHELD GPS	TECHNICAL 4 – MEDIUM ACCURACY HANDHELD GPS						В5	B5
	REAL TIME HANDHELD GPS	TECHNICAL 5 – REAL TIME HANDHELD GPS						B6	B6

**Table – C: Rental for equipments** 

S. No.	Product Description	Technical Annexure Name	1 (one) week rental	1 (one) calendar month rental	Service Tax	Total Value for 1 (one) week rental	Total Value for 1 (one) calendar month rental	Total Value of Charges for Rental	Total Value of Charges for Rental
			In Rs.	In Rs.	In %	In Rs.	In Rs.	In Rs.	In words
(0)	(1)	(2)	(3)	(4)	(5)	(6 = 3 + 3*5)	(7 = 4 + 4*5)	(8 = 6+7)	(9=8)
1.	ELECTRONIC TOTAL STATION	TECHNICAL 1 - ELECTRONIC TOTAL STATION						C1	C1
2. (a)	GPS - A Post Processing GNSS system capable of tracking (DGPS L1/L2 and GLONASS)	TECHNICAL 2(a) – DGPS SYSTEM (SURVEY GRADE)						C2	C2
2. (b)	RTK Survey kit to upgrade GPS System to RTK	TECHNICAL 2(b) – RTK SURVEY KIT						C3	С3
3.	HIGH ACCURACY HANDHELD GPS	TECHNICAL 3  - HIGH ACCURACY HANDHELD GPS						C4	C4
4.	MEDIUM ACCURACY HANDHELD GPS	TECHNICAL 4  - MEDIUM ACCURACY HANDHELD GPS						C5	C5
5.	REAL TIME HANDHELD GPS	TECHNICAL 5 - REAL TIME HANDHELD GPS						C6	C6

#### **Table – D: Paid Training**

S. No.	Product Description	Technical Annexure Name	Cost per Trainee	Service Tax on Training	Cost of Courseware per Trainee	VAT on Courseware	Total for paid training	Total for paid training
			In Rs.	In percentage	In Rs.	In percentage	In Rs.	In words
(0)	(1)	(2)	(3)	(4)	(5)	(6)	(7 = (3+3*4)+(5+5*6))	(8 = 7)
1.	ELECTRONIC TOTAL STATION	TECHNICAL 1 - ELECTRONIC TOTAL STATION					D1	D1
2. (a)	GPS - A Post Processing GNSS system capable of tracking (DGPS L1/L2 and GLONASS)	TECHNICAL 2(a) – DGPS SYSTEM (SURVEY GRADE)					D2	D2
2. (b)	RTK Survey kit to upgrade GPS System to RTK	TECHNICAL 2(b) – RTK SURVEY KIT					D3	D3
3.	HIGH ACCURACY HANDHELD GPS	TECHNICAL 3 – HIGH ACCURACY HANDHELD GPS					D4	D4
4.	MEDIUM ACCURACY HANDHELD GPS	TECHNICAL 4 – MEDIUM ACCURACY HANDHELD GPS					D5	D5
5.	REAL TIME HANDHELD GPS	TECHNICAL 5 – REAL TIME HANDHELD GPS					D6	D6

**Table – E: Grand Total** 

S. No.	Product Description	Technical Annexure Name	Total Price (All inclusive) with 3 years on- site warranty	Total Value of Charges for Extended Warranty	Total Value of Charges for Rental	Total for paid training	Grand Total per product	Grand Total per product
			In Rs.	In Rs.	In Rs.	In Rs.	In Rs.	In words
(0)	(1)	(2)	(3)	(4)	(5)	(6)	(7 = 3+4+5+6)	(8 = 7)
1.	ELECTRONIC TOTAL STATION	TECHNICAL 1 - ELECTRONIC TOTAL STATION	A1	B1	C1	D1	T1 = A1+B1+C1+D1	T1
2. (a)	GPS - A Post Processing GNSS system capable of tracking (DGPS L1/L2 and GLONASS)	TECHNICAL 2(a) – DGPS SYSTEM (SURVEY GRADE)	A2	B2	C2	D2	T2 = (A2+A3) + (B2+B3) + (C2+C3) + (D2+D3)	T2
2. (b)	RTK Survey kit to upgrade GPS System to RTK	TECHNICAL 2(b) – RTK SURVEY KIT	A3	В3	C3	D3		
3.	HIGH ACCURACY HANDHELD GPS	TECHNICAL 3 – HIGH ACCURACY HANDHELD GPS	A4	B4	C4	D4	T3= A4+B4+C4+D4	Т3
4.	MEDIUM ACCURACY HANDHELD GPS	TECHNICAL 4 – MEDIUM ACCURACY HANDHELD GPS	A5	B5	C5	D5	T4= A5+B5+C5+D5	T4
5.	REAL TIME HANDHELD GPS	TECHNICAL 5 – REAL TIME HANDHELD GPS	A6	В6	C6	D6	T5= A6+B6+C6+D6	T5

#### ANNEXURE 16. PANEL FORMATION

- 1. The Financial Bids of only those Bidders short listed from the Technical Bids will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders, and the same will be evaluated by a duly constituted Finance Evaluation Committee (FEC). If NICSI considers necessary, revised Financial Bids could be called for from the technically short listed Bidders, before opening the original financial bids for recommending final empanelment.
- 2. In the event of revised financial bids being called the revised bids should not be higher than the original bids, otherwise the bid shall be rejected. There will be no negotiation regarding the financial / commercial bid.
- 3. The **lowest quoting vendor (L-1) for each item** in the Financial Bid will be determined on the basis of lowest total value quoted by the bidders for a particular item in **Financial Bid**.
- 4. Only bidders who have quoted a rate which is **within 120%** of the rate quoted by the L-1 for a particular item will be considered for inclusion on the panel of vendors for that item.
- 5. Subject to the above condition, the bidder offering the Second Lowest Quote (L-2) will then be asked to match the price of L-1 and placed on the panel. If L-2 does not agree, L-3 will be asked to match L-1. Thus by way of successive opportunity **a panel of up to 3 vendors for each item** will be formed.
- 6. The maximum period allowed for matching the L1 rates by any Bidder will **not be more than 7 working days** from the date of issuance of offer letter from NICSI. If the Bidder fails to match the L1 rates within stipulated time as stated above, the offer will be treated as withdrawn and will then be extended to next Bidder in the order of their bids.
- 7. If none of L2, L3, L4.... agree to match the L-1 rates then L-1 shall be the sole vendor on the panel. The decision of NICSI arrived at, as per above will be final for empanelment and no representation of any kind shall be entertained. L-2, L-3, etc. vendors, while matching the rates of L-1, will have the option to match the lowest tender rates quoted for their brand of product, in case L-1 rates are for a different brand.
- 8. The same Panel Formation Process will be followed for each item.
- 9. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of NICSI/HQ can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation. The bidders can also be asked to arrange demo of the offered items, in a short period notice, as such the bidders have to be ready for the same.
- 10. Quoting incredibly low value of items with a view to subverting the tender process shall be rejected straight away and EMD of such vendor will be forfeited.

# ANNEXURE 17. TRAINING COMPLETION CERTIFICATE

1	Vendor Name	
2	Project No.	
3	Purchase order No. & date	
4	Invoice No. with date	
5	Equipment Name & Description	
6	Equipment serial nos.	
7	Date of delivery	
8	Date of intimation of call for training	
9	Training Date	
10	Certificate	Training for the equipment (as per ordered configuration) has been performed satisfactorily
N:	ame of User / NIC Project Coordinator	/ NICSI Project in charge:
D	esignation :	
Si	gnature:	(with official seal)
D	ate:	

## ANNEXURE 18. RENTAL COMPLETION CERTIFICATE

1	Vendor Name	
2	Project No.	
3	Purchase order No. & date	
4	Invoice No. with date	
5	<b>Equipment Name &amp; Description</b>	
6	Equipment serial nos.	
7	Period of Rental	
8	Details of any defective equipment and time taken for replacement	
9	Certificate	All contractual obligations for rental of the equipment (as per ordered configuration) have been performed satisfactorily
	•	equipment (as per ordered configuration) have been performed satisfactorily
1	Certificate	equipment (as per ordered configuration) have been performed satisfactorily
11	Certificate  Name of User / NIC Project Coordinator	equipment (as per ordered configuration) have been performed satisfactorily

#### ANNEXURE 19. EMD & TENDER FEE

		Amount				
S. No.	Particulars	(in Rs.)	Draft No.	Date	Bank	Branch
1.	Tender Fee	500/-				
2.	TECHNICAL 1: ELECTRONIC TOTAL STATION	3,00,000/-				
3.	TECHNICAL 2(a): DGPS SYSTEM (SURVEY GRADE) TECHNICAL 2(b): RTK SURVEY KIT	4,00,000/-				
4.	TECHNICAL 3: HIGH ACCURACY HANDHELD GPS	1,00,000/-				
5.	TECHNICAL 4: MEDIUM ACCURACY HANDHELD GPS	1,00,000/-				
6.	TECHNICAL 5: REAL TIME HANDHELD GPS	1,00,000/-				

<sup>\*</sup>Include only those Items for which the bid is being submitted.

<sup>\*</sup>Prospective bidders interested in bidding for item 3 (above) shall quote for both Technical 2(a) & Technical 2(b), else the bid shall be deemed rejected and EMD forfeited.

<sup>\*</sup>For items for which the bidder is not quoting rates, the bidder may leave the respective row(s) blank.