

**1(11)/2009-TPS
GOVERNMENT OF INDIA
DEPARTMENT OF INFORMATION TECHNOLOGY
NATIONAL INFORMATICS CENTRE
A-BLOCK, CGO COMPLEX, LODHI ROAD, NEW DELHI -110003**

Dated: 12/08/2009

To,

All Vendors

Tender Notice No.NIC/TPS/2009/17

Sir,

The undersigned is directed to invite sealed bids valid for a minimum period of 90 days from the date of opening (i.e., 10/09/2009) for and on behalf of the President of India for "supply of smart card printers and associated consumables".

Scope of Work	supply of smart card printers and associated consumables
Earnest Money Deposit to be submitted	Rs.20,000 /= (Rupees Twenty Thousand only)

Prospective bidders desirous of participating in this tender may submit their written queries to the undersigned at least two weeks before the due date of opening

Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <http://tenders.gov.in>.

(Anju Syal)
Section Officer (TPS)
Phone # 011-24305454
email: **tenders.section@nic.in**



**1(11)/2009-TPS
GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS AND INFORMATION
TECHNOLOGY
DEPARTMENT OF INFORMATION TECHNOLOGY
NATIONAL INFORMATICS CENTRE
A-BLOCK, CGO COMPLEX, LODHI ROAD, NEW DELHI -110003**

TENDER NO. NIC/TPS/2009/17

**LIMITED TENDER FOR THE SUPPLY OF SMART CARD
PRINTERS
AND ASSOCIATED CONSUMABLES**

1(11)/2009-TPS
GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY
DEPARTMENT OF INFORMATION TECHNOLOGY
NATIONAL INFORMATICS CENTRE
A-BLOCK, CGO COMPLEX, LODHI ROAD, NEW DELHI -110003

TENDER NO. NIC/TPS/2009/17

TENDER FOR THE SUPPLY OF SMART CARD PRINTERS AND ASSOCIATED CONSUMABLES

Smart Card Printers are required for printing various identification details on the smart cards for various projects.

1. ELIGIBILITY CRITERIA

- 1.0 The company should have a minimum annual turnover of Rs.2.5 crores through computer hardware sales during the years 2007-2008 & 2008-2009. (A copy of duly audited Balance sheet of these financial years is to be enclosed).
- 1.1 For items in Annexure 1, the company should have sold over 20 smart card printers. (A copy to be submitted as proof).
- 1.2 The company should have an established support centre in Delhi with at least a team of 2 Technical Experts. (Self attested letter with details of Delhi Office address and technical credentials of the company employees to be enclosed).
- 1.3 References (Name and Contact Address) of two officials from any Government organization / PSU/ Bank/ Certifying Authority located in India, who have used the participating company' Smart Card Printers.
- 1.4 Bidder should be registered with Service / Sales tax department (Enclose attested copy of the Registration Number).
- 1.5 A proof for all the above (1.0-1.4) has to be submitted and compliance sheet at Annexure-A Part II, shall be filled up and submitted with the bid. In case of non-compliance to afore-mentioned; the concerned vendor shall be treated as disqualified, consequently their bids will not be considered for processing.

2 TERMS & CONDITIONS:

2.0 Bid Submission:

No deviations in technical specifications and terms and conditions of the tender are acceptable.

The financial quote should be submitted exactly as per "Performa for submission of financial bids" attached in Annexure – 2 (A1 & A2) respectively.

- 2.1 The sealed **tender bids must reach** the Tender Process Section, National Informatics Centre, A-Block, CGO Complex, New Delhi-110003, complete in all respect, latest by **1230 hours on 10/09/2009**. Bids received after that shall not be accepted.
- 2.2 The Bidder should submit Earnest Money Deposit (EMD) as per details given below, by Demand Draft/Pay Order of any Commercial Bank drawn in favour of "National Informatics Centre" payable at New Delhi.

Value of EMD

**Annexure – 1 Technical Specifications of Smart Card Printer Rs. 20,000
and associated consumables**

However, the firms/suppliers who are registered for items mentioned in Annexure-1 with NSIC under single point registration scheme shall be considered for exemption from furnishing the EMD by the competent authority. In such cases, a copy of the valid registration certificate from NSIC should invariably accompany the technical bid. Mere registration as a SSI Unit does not qualify the Firm for exemption from furnishing the EMD in the absence of a valid certificate from the NSIC for the products quoted and such tenders shall be rejected. NO BANK GUARANTEE TOWARDS EMD WILL BE ACCEPTABLE.

- 2.3 The tender bids should be submitted in four parts as under:
- Part I** - Bank Draft / Pay Order of EMD, as per clause 2.2 of terms & conditions of this tender, in one cover.
- Part II** - Documents Named as 'Eligibility Criteria'
- (i) containing documents relating to clauses 1.0 to 1.4 of eligibility criteria of this tender and
- (ii) a copy of tender document terms and conditions duly signed on each page as a token of acceptance of all the terms and conditions of the tender, in one cover.
- Part III** - Technical bid, as per technical specifications in Annexure 1 of this tender in separate cover.
- Part IV** – Financial bid as per Annexure 2 of this tender, in separate covers.
- 2.3a Each of the Annexure is a separate tender for the purpose of evaluation, processing and ordering.
- 2.4 The tender bids should be submitted in four separate inner covers for each of the annexure, which should be addressed to the President of India and these covers should be super scribed "Tender for Smart card printers and consumables – Annexure - ____ (**Tender No. NIC/TPS/2009/17**)" and should be sealed separately, as per following description:

- i) **EMD**
- ii) **Eligibility Criteria**
- iii) **Technical Bid**
- iv) **Financial Bid**

- 2.5 The outer cover in which these sealed covers are placed should be addressed to the Tender Process Section, National Informatics Centre, A-Block, CGO Complex, Lodhi Road, New Delhi -110003 indicating that it contains the "Tender for Smart card printer and consumables for NICCA Project".
- 2.6 Following documents should be enclosed by every vendor along with the Technical bids:
- a) Technical Details of the proposed product should be given in the format as specified in Annexure 1.
 - b) A brief proposal on how they intend to provide Technical support.
 - c) Details sought as per Annexure-A
- 2.7 Tender bid must contain the name, office and residential addresses including telephone number(s) of the authorized person(s), with their signatures. Un-signed & un-stamped tender shall not be accepted.
- 2.8 All pages of the bid being submitted must be signed and sequentially numbered by the bidder, irrespective of the nature of the document / page.
- 2.9 The bid documents are not transferable.
- 2.10 NIC 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.
- 2.11 The offers submitted by telex/telegram/fax/E-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 2.12 The basic prices in Indian rupees should be quoted separately for each item as mentioned in the Performa for financial bid given in **Annexure-2**. The prices quoted should be inclusive of Software Development Kit (SDK), Five-years **on-site** comprehensive warranty of printer , packing, forwarding, freight, insurance (wherever applicable) and installation charges (wherever applicable) on site. The vendor will bear all expenses towards getting import licenses, if required to import the quoted items. Excise duty and Sales tax as applicable should be quoted separately, failing which these are not payable extra. Letters for exemption of Octroi charges shall be furnished by NIC, if required by the vendor. Financial bids are to be submitted as per **Annexure-2**.
- 2.13 Percentage (%) of Government taxes etc. if any to be claimed shall be indicated in the Price bid separately, otherwise it will be presumed that rates

are inclusive of all taxes and no plea would be accepted in this regard after opening of the tenders.

- 2.14 The price shall be for door delivery at desired destination in India, including installation (wherever applicable) and statutory levies, applicable if any.
- 2.15 Orders will be placed for the items as mentioned in the Annexure1, on the finally selected vendor(s). The panel will be valid for a period of two years from the date of empanelment. It may be extended for a further period of maximum one year depending upon the need for continuity of the hardware technology.
- 2.16 All the items procured should be under **Five years** free on-site comprehensive warranty support service from the date of delivery and installation, including free provision of spare parts, kits, as and when necessary. In case of failure, complete set replacement within warranty period should be available.
- 2.17 During warranty period besides service/maintenance of Hardware, System Software, all software upgradation, patches and services shall be provided free of cost by the vendor.
- 2.18 Bidders shall indicate their rates in clear/visible figures as well as in words and shall not alter/overwrite/make cutting in the quotation, if any the same should be duly signed.
- 2.19 Printed conditions mentioned in the tender bids submitted by vendors will not be binding on NIC. All the terms and conditions for the supply, testing and installation, payment terms, penalty etc. will be as those mentioned herein and no change in the terms and conditions by the vendors will be acceptable. Alterations, if any, in the tender bids should be attested properly by the vendor, failing which, the tender will be rejected.
- 2.20 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.
- 2.21 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.

3. OPENING OF TENDER BIDS:

The sealed covers containing **EMD only will be opened** in the first instance in the presence of representatives of the vendors **at 1500 hours on 10/09/2009 at NIC-HQ**. The Eligibility Criteria and Technical bids of only those vendors whose EMD is found to be in order will be opened subsequently in the same session for further evaluation. One authorized representative of each of the vendor would be permitted

to be present at the time of afore-mentioned opening of the tender. These **bids** should be **valid for** a minimum period of **90 days** from the date of tender opening for placing the initial order. However, the prices should be valid during the empanelment or extended empanelment period.

4. EVALUATION OF TECHNICAL BIDS:

- 4.1 A duly constituted Technical Evaluation Committee (TEC) will shortlist Technical Bids on the basis of technical parameters and features offered. The short listed Bidders will bring all their quoted products, as per specifications set out in the Annexure-1 in the tender, for technical performance evaluation at NIC-HQ, which shall be intimated to the bidders. The bidders shall be given 48 hours notice time, before the demonstration. In case, vendor fails to bring their quoted products within the stipulated time, for whatever reasons, their bid will not be considered for further evaluation. Vendors will be technically short listed based on the performance evaluation test results / Technical discussions. The names of technically short listed vendors will be announced to only those vendors whose bids will qualify for opening the Financial/Commercial Bids.
- 4.2 Based on the technical evaluation results, bidders will be short listed further. Only technically qualified short listed bidders will be informed for opening the Financial Bids.
- 4.3 For Technical evaluation, bidders have to ensure availability of appropriate specialist, along with required documentation for interacting with TEC. If the required specialist along with proper documentation is not made available by bidders, then such defaulting bidders shall be debarred from the tender evaluation process.
- 4.4.1 Compliance statement to the technical specifications in the form of 'Complied' or 'Not Complied' should be enclosed in the technical bid for Annexure-1. The compliance statement should contain the signature of the authorized person and the seal of the company. Any deviation should be mentioned / explained clearly in a separate sheet by the bidder.
- 4.5 As a part of Technical presentation, vendor is responsible for demonstrating their product. The vendor is required to submit sample printed card, printed by the smart card printer proposed by the bidder. In case vendor fails, they can be given one more opportunity of demonstrating the above, within seven days.
- 4.6 Vendors should provide necessary technical support to the Technical Evaluation team for Technical evaluation.
- 4.7 NIC further reserves the right to accept or reject any or all Bids, at any time prior to award of order, without assigning any reasons whatsoever and without thereby incurring any liability to affected bidder or bidders due to such an action being taken by NIC.
- 4.8 The decision of NIC arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any agency to

bring pressure of any kind shall disqualify the agency for the present tender and the agency may be liable to be debarred from bidding in NIC tenders in future for a period of Three years.

- 4.9 Any effort by the Agency to influence NIC's bid evaluation, bid comparison or contract award decisions may result in the rejection of the agency's bid and forfeiture of the agency's EMD.

5. Evaluation of Financial Bids:

- 5.1 The Financial Bids of only technically qualified/short-listed bidders will be opened in the presence of their **representatives on a specified date and time**. Any change in date and time shall be intimated to the respective Bidders, and the same will be evaluated by a duly constituted Finance Evaluation Committee (FEC). THERE WILL BE NO NEGOTIATIONS REGARDING THE FINANCIAL BIDS. However if NIC considers necessary, revised Financial Bids could be called for, from the Technically short listed Bidders before opening of financial bids. In the event of calling of revised financial bids, the revised bids should not be higher than the original bids except for the Government levies, failing which the vendor's bid will be rejected for further evaluation.
- 5.2 **L1 selection criteria is as given in Annexure 2.** For matching the individual item rates, the rates which are unreasonable/ incredibly low/ quoted by mistake will not be considered.
- 5.3 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. Reasonability of the price will be established by taking into account the competition observed from the response of the trade to the enquiry, last purchase price, and prevailing market price wherever available. In case the offered price is less by or more than 10% of reasonable price arrived at by above method, the same will be treated as incredibly low price.
- 5.3 No enquiry shall be entertained from 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, NIC can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation.
- 5.4 There shall only one vendor be empanelled against A1 and A2 of Annexure-2 together.

6. Refund of EMD:

- 6.1 In case of those Bidders who fail to qualify through eligibility criteria, the Earnest Money Deposit (EMD) will be refunded without any interest immediately after completing the necessary formalities.
- 6.2 In case of those Bidders whose technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded without any interest within one month of the acceptance of TEC (Technical Evaluation Committee)'s recommendations.
- 6.3 In case of those Bidders who are not empanelled, the Earnest Money Deposit (EMD) will be refunded without any interest within one month of the

acceptance of FEC (Financial Evaluation Committee)'s recommendations.

- 6.4 In case of Bidders whose tender bids are accepted for empanelment, EMD will be refunded on receipt of Security Deposit as per empanelment clause.

7. Empanelment:

- 7.1 Decision of NIC arrived at as per above will be final and representation of any kind shall not be entertained on the above. Any attempt by vendor to bring pressure towards NIC' 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 NIC tenders in future for a period of three years.
- 7.2 Orders will be placed on the finally selected vendor(s). The panel will be valid as mentioned in Clause No. 2.15.
- 7.3 In the event of 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 NIC, should be passed on for compliance by the new company in the negotiation for their transfer. The vendor should keep NIC informed about such changes well in advance.
- 7.4 All panel vendors will automatically agree to honor all aspects of fair trade practices in executing the purchase orders placed by NIC by responding to this tender.
- 7.5 If the name of the product is changed for describing substantially the same features in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to NIC and the obligations with NIC taken by the Vendor with respect to the product with the old name shall be passed on along with the product so renamed.
- 7.6 In case of Bidders whose tender bids are accepted for empanelment, bidders shall be required to give Security Deposit along with the acceptance of purchase order, which will be equal to 15% (Fifteen percent) for the 1st year and 7.5% (Seven and half percent) for the 2nd year w.r.t. each purchase order released by NIC to the respective bidder. EMD will be refunded on receipt of Security Deposit from bidder. **Security Deposit will be in the form of Bank Guarantee (BG) drawn in the name of "National Informatics Centre, Govt. of India, A-Block, CGO Complex, New Delhi –3".** Security Deposit will be refunded only after satisfactory completion the following:-
- Supply and installation has been done satisfactorily
 - Free warranty support shall be provided by the Vendor for the product supplied and installed (wherever applicable).
- If the vendor is not able to supply the ordered items completely within the specified period, the Security Deposit will be forfeited in full, besides legal action shall be taken separately. No interest shall be payable for the Earnest Money Deposit and the Security Deposit both for the period of time they were retained by NIC.
- 7.7 NIC / NICS I may use this tender for executing any paid projects and reserves the right to give repeat orders with the same terms and conditions as of the first initial purchase order during the validity of this tender.
- 7.8 In case the successful vendor is found in-breach of any condition(s) of tender

or supply order, at any stage during the course of supply / commissioning / installation or warranty period, the legal action as per rules/laws, shall be initiated against the vendor and EMD/Security Deposits shall be forfeited, besides debarring & Black listing the vendor concerned for at least 5 (five) years, for further dealing in Govt. departments.

- 7.9 The vendor should not assign or sublet this empanelment or any part of it to any other agency in any form. In the event of doing so, shall result in termination of empanelment and forfeiture of Security Deposit.
- 7.10 NIC 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 NIC.
- 7.11 NIC reserves the right to accept/reject any bid, to cancel/abort the tender process and/or reject all the bids at any time prior to award of Contract, without thereby incurring any liability to the affected agencies, of any obligation to inform the affected agencies on the grounds of such action taken by NIC.
- 7.12 During the validity of the panel including the extended period, if any, if the Vendor sells the items of the same or equivalent configuration to any other Department/Organization at a price lower than the price fixed for NIC, the vendor shall voluntarily pass on the price difference to NIC from the date of empanelment / first purchase order whichever is earlier. Similarly, 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 NIC, and in the event of increasing of government levies subsequent to the finalization of the panel; NIC shall automatically pass on the pro-rata benefits to the Vendor.
- 7.13 Vendors shall ensure that the Services support for the offered product are available and will be provided at site for a minimum period of 5 years from the date of supply of System. The Vendor should have a back-to-back support agreement with OEM for support of offered product. **A Letter from OEM/Principle Manufacturer needs to be furnished along with the Tender document ensuring the support for 5 years from date of supply of the systems.** OEM should be accessible through mail/phone/VC, for support directly or through the vendor for any support related issues.
- 7.14 No deviations from these terms and conditions will be accepted; violation there off will lead to rejection of the bid and forfeiture of EMD.
- 7.15 During the validity of the panel, in case NIC notices that the market rates have come down from the time when rates were finalized or selection of new system configuration based on market trends or for the reasons of technological changes, NIC will ask the technically short-listed vendors to re-quote the prices with latest system configuration and the vendor(s) will be selected on the basis of procedure given earlier. The time difference between such re-quotes will be minimum 3 months except in case of the Union Budget.

8. Training

- 8.1 The vendor also has to provide training on installation, maintenance and service support to nominated NIC officials **for the item mentioned in Annexure 1**. Vendor shall provide free of cost training to nominated NIC officials at site.

9 Testing & Delivery of Items and Penalty for delay in delivery:

- 9.1 On the receipt of the Purchase Orders, the Vendor(s) shall obtain in time all the necessary documents for the State Entry Permit, if applicable, for complete and safe delivery of the ordered products, at their own cost and efforts.
- 9.2 **Vendor will deliver the items within 30 days of placement of purchase order, failing which penalty as per rates specified in this tender document will be applicable, as mentioned in clause 9.9**
- 9.3 The products must be supplied in full as per ordered configuration for acceptance. No product with short supply or with different technical specifications shall be taken up for carrying out of acceptance testing under any circumstances. The acceptance tests will include running of the evaluation test as conducted during technical evaluation of the items quoted by vendor. The products must give same performance results as shown during initial Technical Evaluation tests. Failure to fulfill any of the aforementioned conditions will entail cancellation of the Purchase Order along with forfeiture of the EMD/Security Deposit. Further, NIC can procure same items from alternate sources at the risk and cost of the defaulting vendor.
- 9.4 The vendor should provide Soft Copy (on any media) of System manual, User manual, Installation Drivers along with each Purchase Order.
- 9.5 During empanelment period, if any item's specifications / model changes becomes non- available due to obsolescence 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 so offered will be evaluated at NIC-HQ for its acceptance & empanelment.
- 9.6 For items in Annexure 1, equipment will be directly supplied at site anywhere in India, as specified in the Purchase Order for installation. All aspects of safe delivery shall be the exclusive responsibility of the vendor. NIC 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 quality equipment forthwith at the cost of the vendor. No payment will be made for the rejected items.
- 9.7 Vendor shall inform NIC at least 6 months in advance about completion of Warranty Period w.r.t. the supply and installation dates. The vendor shall provide a draft copy of the AMC Agreement as per the tender terms and conditions. Vendor shall furnish satisfactory service report for each quarter duly certified from the user / project coordinator and should submit it along with the bills for AMC payments.
- 9.8 The schedule to be given for delivery and installation at site is to be strictly adhered to. Any unjustified and unacceptable delay in delivery, beyond the

delivery schedule as per purchase order, will render the vendor liable for damage at the rate of **0.25 % (Point Two Five percent) per day subject to a maximum of FIVE weeks** and thereafter NIC holds the option for cancellation of the order for pending supply, and procure the same from any other vendor at the cost and risk of the supplier and forfeit the EMD/ Security deposit of the vendor. In addition, vendor shall also be liable to pay to NIC a cancellation charge of 10% (Ten percent) of the value of unsupplied items.

- 9.9 Vendor shall visit installation site at least **once in six months to carryout preventive** maintenance and fine-tune the performance of the system besides regular service calls during warranty and AMC period.

10. Installation:

- 10.1 Installation of the Printer should be completed within one week period from the date of delivery, failing which a penalty at the rate of 1% (one percent) of purchase order value per week subject to a maximum of five weeks will be imposed. Thereafter NIC holds the option to complete the execution of incomplete orders at the risk & cost of the defaulting vendor. **A sticker mentioning the Service Support Call Centre Number of the vendor should be pasted on the system.**

- 10.2 During installation at site, if any item is found to be defective or broken or in damaged form, it will be replaced with new one by the Vendor at its own cost and risk within 15 (fifteen) days from the date on which the vendor has been informed of such damage. Failing the aforementioned NIC shall have option to dispose off such in-suitable supplies as per laid down procedure of Government of India.

11. Payment:

- 11.1 A pre-receipted bill shall be submitted in quadruplicate in the name of "National Informatics Centre" at NIC Headquarters, New Delhi. It shall be done soon after the delivery and installation of item at respective NIC site along with a copy of the duly receipted delivery challan, testing and acceptance certificate, installation certificate, original excise duty gate pass and bank guarantee. All payment shall be made in Indian Rupees as per following schedule.
- 11.2 For all items, 70% payment will be made after delivery and on submission of the requisite Security Deposit. Remaining 30% payment will be made after installation. The vendor must provide Installation certificate along with the Bill.

12. Warranty Maintenance for Printer

- 12.1 The complete systems should be under **Five years** free on-site comprehensive warranty support service from the date of installation or 65 months free warranty support service from the date of delivery of the systems at site, which ever is early, including free provision of spare parts, kits as and when necessary. NIC will provide only ribbons and paper. All other accessories/parts needed during warranty period for smooth running of printers will be provided by the vendor at no cost.

- 12.2 The Printer head should also be under warranty and should support printing of at least 40,000 cards.
- 12.3 The vendor should fulfill the following conditions during warranty period:
- 12.3.1 Any failure in the equipments supplied/any accessories thereof should be rectified within maximum period of 48 hours of lodging complaint.
- 12.3.2 If the system is down beyond 48 hours, penalty at the rate Rs. 250/- (Two hundred and fifty rupees) per day per system will be charged or recovered from vendor out of withheld amount towards warranty subjected to maximum of 7.5% (Seven and half percent) of the Order value per year will be recovered either from BG or from any other pending payments.
- 12.3.3 Supplier shall maintain enough spares in India (not less than 10%) so as to provide satisfactory on-site comprehensive maintenance services during the warranty period, in timely manner at all locations within India, covered by respective Purchase orders from time to time.
- 12.4 On completion of the Warranty period, the Security Deposit without any interest accrued shall be relieved after certification to the effect that proper free warranty support had been provided during warranty period of five years. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit, while releasing the Security Deposit. After expiry of warranty, NIC has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems as per the empanelled price.

13. Indemnity:

The selected vendor shall indemnify NIC against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware etc. and related services or any part thereof.

14. Termination for Insolvency:

NIC may at any time terminate the purchase order / contract by giving written notice of four weeks to the Supplier, without any compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent.

15. Force Majeure:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, 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 this contract, nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance, and deliveries under the 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 this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

16. Termination for default:

Default is said to have occurred:

“If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by NIC.

If the supplier fails to perform any other obligation(s) under the contract

If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from NIC (or takes longer period inspite of what NIC may authorize in writing), NIC may terminate the contract / purchase order in whole or in part. In addition to above, NIC may at its discretion also take the following actions:

“NIC may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items / products and the defaulting supplier shall be liable to compensate NIC for any extra expenditure involved towards goods and services to complete the scope of work in totality or 10% of the work order as cancellation charges which ever is higher”.

17. Arbitration:

- i) 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.
- ii) The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- iii) The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

18. Conciliation:

- i) 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.
- ii) The Authority to appoint the Conciliator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- iii) The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Conciliation Rules, 1996.

18 Applicable Procedural clauses for Compliance:

- 18.1 The agency 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.
- 18.2 All disputes in this connection shall be settled in Delhi jurisdiction only.
- 18.3 NIC reserves the right to cancel this tender or modify the requirement without assigning any reasons. NIC will not be under obligation to give clarifications for doing the aforementioned.
- 18.6 NIC also reserves the right to relax any of the terms & conditions of the tender, keeping in view the project interests as supreme.
- 18.7 NIC, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect.
- 18.9 NIC also reserves the right to award works/supply order on quality/technical basis, which depends on quality/capability of the system and infrastructure of the firm. Bidder(s) are, therefore, advised to submit the tender carefully along with complete technical features of the products/systems and other documents required to access the capability of the firm.
- 18.9 All procedure for the purchase of stores laid down in GFR and DFPR are being adhered-to strictly by the NIC and Bidders shall be bound to comply with the same.
- 18.10 For any procedural clarifications concerning this tender the designated officer shall be Ms. Anju Syal, Section Officer, Tender Processing Section, NICHQ, New Delhi and for technical clarifications Mr. H.M.Reddy (HOD, NICCA), NIC HQ., New Delhi (Tel. No. 011 2430 5285).

(Anju Syal)
Section Officer (TPS)
Email address: tenders.section@nic.in
Phone # 24305454, 5455

Annexure – A

Part I

PROFORMA FOR SUBMISSION OF COMPANY PARTICULARS

(To be submitted along with the technical bid)

1. Name of Bidder:
2. Address:
3. Phone and fax:
4. E-mail address:
5. CST No./Work Contract No./ Vat No.
6. Service Tax Registration No:
7. PAN No:
8. Year of Set-up along with
Registration Number & Copy of ADA of Firm:
9. Annual Turnover

2007 - 2008
2008 - 2009
10. Detail of Technical manpower with the company May use additional sheet
11. Name of the organization, address, contact person, contact phone number(s) May use additional sheet

Authorized Signatory

Dated:

SEAL

Part - II

Compliance Sheet regarding Eligibility Criteria

S. No.	Description	Compliance
(a)	The company should have a minimum annual turnover of Rs 2.5 crores through computer hardware sales during 2007-2008 & 2008-2009. (A copy of duly audited Balance sheet of these years is required).	
(b)	For Annexure 1, the company should have sold over 20 Smart card Printers. (A copy of Invoice to be submitted as proof).	
(c)	The company should have an established support centre in Delhi with atleast a team of 2 Technical Experts. (Self attested letter with details of Delhi Office address and technical credentials of the company employees).	
(d)	References (Name and Contact Address) of two officials from any Government/ PSU/ Bank/ Certifying Authority located in India, who have used the participating company' Smart Card Printers.	

Dated:
SEAL

(_____)

Authorized Signatory

with COMPANY

Annexure 1

A1

Technical Specifications

Company Name: _____
 Corporate Address: _____
 Delhi Branch Office Address: _____

Technical Specifications for SMART CARD PRINTERS- A1

Sl.No	Parameter Name	Specification	Remark
	Print Mode	Dye Sublimation	
	Resolution	300 dpi	
	Minimum Print Speed	125 cards per hour using YMCKO ribbon (Single side) 600 cards per hour using monochrome (Single side)	
	Colors	Upto 16.7 million colors by using YMCK+O/YMCKO/KO ribbon.	
		Capable of edge to edge printing.	
	Card Inut Hopper	Having card input hopper and in-built card cleaning system	
		Capable of printing and smart card electronic personalization in single pass in contact cards.	
	Input Stacker Capacity	100 cards of 30 mil	
	Manual Card Feeder	Should be capable of feeding card by card if required	
	Card Size	ISO 7816-1 Compliant	
	Print Head Replacement	By operator on plug and play basis and with auto alignment.	
	Cleaning Rollers	Permanent (Should not be a consumable)	
	Interface	USB for reader & USB/Parallel for Printer	
	Smart Card Encoder	Smart card encoder within the printer shall be Factory Standard for PC to Smart Card Reader Interface, ISO 7816 compliant, support 3V chip card with T=0 and T=1 protocol.	
	Printer Driver	All versions of WINDOWS O.S	
		Should support all types of ribbons mentioned in consumables	
	Management S/W	Management S/W to manage printing	

Annexure 1

A2

Technical Specifications for smart card printer Ribbons and Cleaning Kit – A2

Sl.No	Parameter Name	Specification	Remark
1.	Printer ribbon	YMCKO Full panel ribbon. YMCKO panels to be of full length.	
		YMCKO Short Panel ribbon having short panel length for each Y,M,C panel and full panel length for K & O panels	
		Monochrome (continuous panel of K resin) In black color	

**Annexure-2
A1**

Proforma for submission of FINANCAL BID
for smart card printers.

Company Name: _____

	A	B	C	D
Sno		Basic Cost per unit INR (Figure)	Taxes (if any) per Unit INR (Figure)	Total Cost per Unit INR (Words)
1	Printer & Printer Management Software with 5 yrs on site warranty			
Note: 1. Unit Price should include packing, forwarding, freight, insurance, installation, commissioning, warranty or any other charges. 2. The basic cost, taxes as applicable and other levies must be quoted separately, failing which the bid will be rejected and EMD will be forfeited.				

L1 shall be decided upon by the lowest Total cost, (D1). L1 has to match lowest price for the items at Sno.1 in the **A1 of Annexure 2**, quoted by any other qualified vendor else their bid will be rejected and EMD forfeited.

Dated:
SEAL

(_____)
Authorized Signatory
with COMPANY

Annexure-2
A2
Proforma for submission of FINANCAL BID
for smart card printer
Ribbons and Cleaning Kit.

Company Name: _____

	A	B	C	D
Sno	Printer Ribbons	Basic Cost per unit INR (Figure)	Taxes (if any) per Unit INR (Figure)	Total Cost per Unit INR (Words)
1	YMCKO Full Panel			
2	YMCKO short panel			
3	Monochrome (black)			
Note: 1. Unit Price should include packing, forwarding, freight, and insurance. 2. The basic cost, taxes as applicable and other levies must be quoted separately, failing which the bid will be rejected and EMD will be forfeited.				

L1 of **A1 (Annexure 2)** has to match lowest price for all the items in the **A2 of Annexure 2 above**, quoted by any other qualified vendor else their bid will be rejected and EMD forfeited.

Dated:
SEAL

(_____)
Authorized Signatory
with COMPANY