

National Seeds Corporation Limited

(A Government of Indian Undertaking "Mini Ratna" Company)
Beej Bhawan, Pusa Complex, New Delhi-110 012 (India)

CIN: U74899DL1963GOI003913	http://indiaseeds.com/ https://indiaseeds.eproc.in
Phone No. - +91-11-25846292, 25842209,	Fax: +91-11-25846462 email : it@indiaseeds.com

File No.: IT/AMC/09/NSC/2020-21

Dated: 08 Mar, 2021

NOTICE INVITING E-TENDER

E-tenders under Two Bid Systems are invited from reputed/registered/Experienced companies for providing Comprehensive Annual Maintenance Contract of Computers, Laptops, Laser Printers, Multifunction Laser Printers with following available items at Corporate Office, New Delhi for a **period of 3 years** :-

Sr. No.	Details of Hardware items	Qty.(nos)	Make
1	Laptops	12	Sony/HP/Dell
2	Computers	120	HP/Dell / IBM/Lenova
3	Laser Printers	116	HP
4	Multifunction Laser Printers	20	HP
	Total	268	

Tender Schedule & Contact Details:

Particulars	Details
Download End Date/time :	23.03.2021 upto 17:00 Hrs on
Schedule for online bid submission:	08.03.2021
Schedule for opening Technical Bid:	After 17:30 PM on 23.03.2021
Validity of Bids	120 Days.
Tender Fee (To be deposited online – Non Refundable)	Rs. 1000/- (Rupees One Thousand Only.)
EMD Fee (To be deposited online – Refundable)	Rs.10000/- (Rupee Ten thousand only)
Address for Communication	Manager (Engg./IT),National Seeds Corporation Ltd. -HQ, Beej Bhawan, Pusa Complex ND-12
Contact Person (Phone No & E-Mail)	Shri Umesh Sharma, AM-IT, 011-25842209, 9312573055, 9312404426 Email : it@indiaseeds.com

Details of eligibility criteria, tender schedule and other Terms and Conditions can be viewed and downloaded from <https://indiaseeds.eproc.in> & www.indiaseeds.com. Interested parties may submit their bid on or before **17:00 Hrs on 23.03.2021** and has to deposit Tender participation fee of Rs. 1000/- through NSC's e-Tender portal. Technical bid will be opened on same day at 17:30 Hrs. and schedule of financial bid opening will be intimated after Technical bid evaluation. NSC reserves the right to make any alteration/modification in Tender Document or scrap the Tender at any stage without assigning any reason.

(Chandra Shekhar)
Manager (Engg. /IT)

Signature :-
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U=IT CELL, O=NATIONAL SEEDS CORPORATION LIMITED, C=IN
User ID : rajesh.chauhan
Serial No. : 118EF03



INSTRUCTIONS TO BIDDER – ONLINE MODE

DEFINITIONS:

- **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
- **NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited (“NSCL”) introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

I. ACCESSING / PURCHASING OF BID DOCUMENTS:

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (**With Both DSC Components, i.e. Signing & Encryption**) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA’s from the link www.cca.gov.in) to participate in e-tendering of NSCL.
- C1 India Pvt. Ltd. Facilitates procurement of Class-III DSC’s. DSC Procurement request may be sent to jatin.kalra@c1india.com for more details during NSCL working days.
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a **non-refundable** annual registration charges of **Rs.3416/- inclusive of all taxes** in favour of M/s C1 India Private Limited through Online mode ONLY. Validity of Registration is 1 year.
- After making the payment through online, Vendors have to send an email intimation to Helpdesk for their profile activation. Online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazetted holidays.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay **EMD (refundable)** as per the amount mentioned in the tender document online through NEFT / RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- To participate in bidding, bidders have to pay Tender Processing Fee of **Rs.570/- inclusive of all gst taxes (Non-refundable)** through online mode (internet banking/debit card/credit card) Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). *The bidders who are MSE and registered with NSIC are exempted from paying tender document cost and EMD, for which they have to submit the documentary proof.*
- For helpdesk, please contact e-Tendering Cell / Help Desk Support at email Id **nscsupport[at]c1india[dot]com** and NSCL Global Support Telephone: **+91-124-4302033 / 36 / 37.**

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II. PREPARATION & SUBMISSION OF APPLICATIONS:

- Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen / NIT.
- Vender can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.
- A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

III. MODIFICATION / SUBSTITUTION / WITHDRAWAL OF BIDS:

- The Bidder may modify, substitute or withdraw it's e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.
- For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw it's e-bid.

IV. OPENING AND EVALUATION OF APPLICATIONS:

- Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online.
- NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e. in the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document.
- The price bid will be opened of the responsive applicants. The date of opening of price bid will be notified later on.

V. DISCLAIMER :

- The vender must read all the instruction in the NIT and submit the same accordingly.

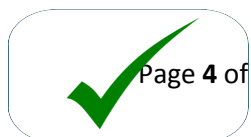


TERMS AND CONDITION OF THE TENDER

1 ESSENTIAL PREQUALIFICATION REQUIREMENTS FOR THE TENDERER:-

Qualification Criteria given below specify minimum Qualification Criteria in various areas to ensure that tenderer has necessary experience, expertise, financial and human resources to successfully provide the maintenance services of desired quality service. Offers from the tenderers not meeting these criteria shall not be considered, therefore tenderers who do not meet these criteria may not submit their bid.

- i. **The tenderer should 5 year Experienced firm for providing the AMC** of computer hardware & peripherals.
- ii. **Experience for Annual Maintenance services:** The tenderer should have executed / in hand **at least 3 contracts of similar nature** involving maintenance of computer hardware including PCs, Laptops, Printers, MFDs for PSUs or Govt./Semi Government Department.
- iii. **The tenderer should be in Computer Maintenance business since three years** and in support of this, a copy of the work order along with **performance certificate** from the client is required to be submitted.
- iv. **Tenderer's Turnover** should **not be less than Rs.10 Lakhs from the business of AMC of Computer in India for last three year**. The tenderer should be a profitable company. Copy of the document proof viz audited annual report/ITR Return for three years to be submitted.
- v. **The tenderer should have testing & repairing facility** for computer equipment's.
- vi. **NSCL may conduct a survey** to assess the suitability of this facility.
- vii. The tenderer should be financially sound to undertake AMC of such nature.
- viii. The tenderer should have expert and qualified manpower to undertake AMC of computer hardware. To undertake AMC, the tenderer should have CISCO / Jet King certified Engineers / minimum 3 - 5 year experience Engineers.
- ix. The tenderer shall furnish the Clause-by-Clause Compliance Statement with respect to technical and Commercial Specifications & Bid evaluation criteria with respect to desired Tender Specs.
- x. The tenderer is required to furnish the requisite necessary Qualification Criteria supporting documents and Credentials as specified above, failing which the bids are likely to get rejected.
- xi. The tenderer shall employ only such individuals as are skilled and experienced in the works to be executed under the contract. On direction from the Manager (Engg/IT) contractor shall immediately remove from the works any of his employees who in the opinion of the Engineer in charge is not a fit person to be retained on the works or by his conduct has made his presence undesirable and such person shall not be positioned on the works again.



xi. Eligibility Criteria for selecting :


S. No.	Basic Requirements	Specific Requirements	Documents Required
1	Bidder Company	The bidder should be a registered company in India under companies Act 1956 or a firm registered under the Partnership Act 1932 or Limited Liability Act 2008 or A sole proprietorship firm.	1 Certificate of Registration as company or firm registered in India.
2	Offices and Experience and Technical Capability	Bidder should have an office/customer service centre in Delhi/NCR and Operating in New Delhi for the last 5 years as of 31st Dec.,2020.	<ul style="list-style-type: none"> Self-attested address proof in respect of Office/CSC /Service Centre location.
3		Registered with the Service Tax Authorities etc. ITR return for the year 2019-20, 2018-19, 2017-18	<ul style="list-style-type: none"> Registration Certificate GST / Copy of PAN /TAN etc. Copy of ITR return for the year 2019-20, 2018-19, 2017-18
4		Bidder should have successfully completed/ current atleast 3 work orders for AMC before 31.12.2020 alongwith the performance certificate from the Govt./PSU.	Provide 3 work orders to any Govt. Deptt./PSU. alongwith the performance certificate from the Govt./PSU department on Letter head.
5		Annual turnover of the company through Annual Report balance sheet profit and loss.	Upload the audited annual report and profit and loss. 10 Lakh turn over from last 3 year.

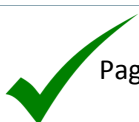
2. SCOPE OF WORK

The Desktops, Laptops and Laser Printers/ Multifunction Laser Printers are to be maintained in good working condition. The Services under AMC shall consist of the following (but shall not be limited to):

- i. The scope of the AMC shall include carrying out breakdown / preventive maintenance of Desktops, Laptops, Printers, MFDs & other Peripherals. The detailed specifications of all the IT equipments installed at Corporate Office, New Delhi are given below :-

S No	MAKE/model	Qty.	System CONFIGURATION
A.	DESKTOPS		
1	HP AIO	4	Intel core i3/2GB RAM/500GB/,DVD-RW/ HDD,18.5" ALL IN ONE
2	Hp-P6720in	13	Intel core i3/4GB RAM/320GB /DVD-RW, HDD,18.5" TFT Monitor
3	HP 6300 MT	6	Intel core i3/2GB RAM/500GB/DVD-RW/ HDD,18.5" TFT Monitor
4	HP-110-016N	3	Intel core i3/4GB RAM/500GB/DVD-RW/ HDD,18.5" TFT Monitor
5	HP-3090 MT	18	Intel C2D /2GB RAM/320GB/DVD-RW/ HDD,18.5" TFT Monitor
6	HP-p2-1257IN	17	Intel core i3/2GB RAM/320GB/DVD-RW/ HDD,18.5" TFT Monitor
7	HP-p6-2050ix	2	Intel core i3/2GB RAM/320GB/DVD-RW/ HDD,18.5" TFT Monitor
8	HP-P6720in	13	Intel core i3/2GB RAM/320gb/DVD-RW/ HDD,18.5" TFT Monitor

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S No	MAKE/model	Qty.	System CONFIGURATION
9	Dell optiplex 780/755/380	48	Intel C2D/2GB RAM/160GB/DVD-RW/ HDD,18.5" TFT Monitor
10	Dell Vostro	3	Intel core i5,4GB RAM/320GB/DVD-RW,HDD,18.5" TFT Monitor
	Total	120	
B. LAPTOPS			
1	HP/200-2202tu	4	I3/4GB/500 HD
3	Sony vio	3	I3/2GB/320 HDD
4	Hp-Compaq	1	C2D/2GB/320 hdd
5.	sonyPCG-5JBP	1	Intel i3/2GB/320HDD
6.	Sony mini	1	Intel i5/4GB/500 GB hdd
7	HP pavilion	1	Intel i3/2gb/320 GB hdd
8	Dell Vostro	1	C2D/2GB/320 HDD
	Total	12	
B. LASER PRINTERS & MULTIFUNCTION LASER PRINTES			
1	HP	116	HP1007, HP1008, 1020(+), 1022, P1108, HP1320
2	HP	20	M1005, M1136, DNF1536
	Total	136	

- ii. The scope covers Repair / Replacement of all Parts / Items including plastic components of Printers, Laptop & Power adapter **except consumables** like Printer Ribbons, Media like Magnetic Tapes, Diskettes, Computer Stationary, Printer Heads, Laptop Batteries and physical damages/theft/burns.
- iii. **Preventive Maintenance:** The tenderer shall provide regular preventive maintenance of all the Equipments under maintenance contract at least once in a month in addition to breakdown support.
- iv. **General System Support:** Installation of OS (Window XP/7/8, Windows Vista, Windows 10), Office Automation Software, Antivirus Software, Updation of Antivirus Definitions, Configuration of e-mail / Internet Explorer, Remote software, Acrobat etc., Application of OS patches / OS Service packs / MS Office /Hindi software Indic / patches / Latest version of Internet Explorer, LAN Connectivity. Partitioning of Hard Disc & Formatting. Beside this, the following services shall also be covered under this contract:-
- Shifting of PC / Printer from one location to another in the same office and functionality testing of machines
 - Backup of data of individual PCs on periodic basis not greater than quarterly and also when Hard disk requires re-formatting.
 - Removal of Virus with the help of Anti-Virus software provided by NSCL.
 - Quarterly cleaning of all the equipment with suitable fluid so as to keep all the equipments in a good looking condition by removing spots from the equipment, if any.
 - Vendor must ensure that Laptop may be got repaired from Authorized Service Centre/experienced Firm of the respective model.
- v. NSCL reserves the right to cover additional equipments or remove some of the equipments from the scope of work. For such additions or deletion AMC charges shall be adjusted based on the item rate for such equipment.
- vi. The Tenderer shall observe the following response time:-NSCL New Delhi:**Same day by Service Engineers**
- vii. **Standby System:** In case a system / equipment could not be repaired at site, then the contractor will carry the system after providing a stand by system of the same or higher configuration. Such system shall be brought back after repair within 6 working days. Any equipment that remains unattended for more than 3 working days without a standby shall attract a penalty as detailed at Para 2(xii).



viii. **Penalty:**

- a. In case any equipment or part thereof remains under breakdown for more than **Five working days without providing a Standby System**, a penalty of Rs. 250/- per day per equipment shall be levied. Such penalty shall be accumulated during the year and shall be restricted to maximum of 10% of the total contract value for the year. In addition, if the system / equipment remain un-operational for **20 days** or if the contractor fails to perform the contract in accordance with the terms and conditions of the contract, NSCL shall have a right to get the job completed by any other agency at the risk and cost of the contractor.
- b. In case preventive maintenance of any machine is not carried out during the month, a penalty of **Rs. 25/- per machine** shall be levied for that month.

- ix. **Posting of Service Engineers at NSC, Corporate Office:** For maintenance of IT equipments, the tenderer is required to posting of Service Engineers at NSCL IT Cell during all working days (Full working day) for entire contract period. Site Service Engineer shall leave the site only with the permission of Manager (Engg/IT) or by any person authorized by Manager (Engg/IT). The Tenderer shall ensure that service engineers are available on all working days. Holidays/leave period of service Engineer will be covered by the contractor by providing a suitable substitute acceptable to Manager (Engg/IT) or his authorized representative. **Non-availability of engineer will however attract a penalty of Rs. 300/- per day.**

- x. **Qualification of Engineers to be Posted:** The Engineers to be posted at NSCL, New Delhi will be preferred of CISCO / Jet King certified Engineers/3-5 years Experienced.

- xi. **Up Time: Up-time of IT Equipments & Peripherals should be more than 95%. To monitor this, an AMC Service Register /Card/ Software** shall be maintained at NSCL by the tenderer which shall be duly got checked by the NSC IT-in-charge on daily basis. An analysis report of the availability and downtime shall be provided to NSCL on quarterly basis. Complete diagnostics and history of Computers including peripherals etc. shall be kept & furnished as soft copy along with quarterly report.

- xvi. **Spares Stock:** In order to provide faster maintenance, **the tenderer shall keep stock of following new spares at the start of contract at NSC, IT Cell, New Delhi & shall also maintain the same during the entire tenure of AMC contract.**

SNo.	Item Description	Acceptable Make	QTY (nos.)
1	Processor Inter core /Dual core/ Core to Due /i3220 3.30GHz	Intel	4
2	Mother Board Compatible to CPU Processor Inter Dual core/ Core to Dual / core i3/i5/piv	HP/Intel/Acer/Wipro/Dell/IBM	4
3	HDD 320 GB	Seagate/Quantum/Samsung/WDC	
4	HDD 500 GB	Seagate/Quantum/Samsung/WDC	
5	RAM (Compatible with above mother boards)	OEM/Kingston/Hynex /Transcend/HP/Dell	2
6	LCD Monitor (15" / 17")	OEM/LG/ Acer/Samsung/ Dell/ Sony/	4
7	Keyboard USB	OEM/Samsung/Logitech/iBall	5
8	Mouse USB/ SMPS	OEM/Samsung/Logitech/iBall	5
10	Spares for HP LJ 1007, HP LJ 1020 & MFP- M1005/M1136)		
	i) Paper Pick up Assembly	HP (for each type of printers/MFP)	2
	ii) Fuser Assembly	HP	2
	iii) Scanner Unit	HP	2
	iv) Logic Card	HP	2
	v) Power Supply	HP	2

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 ID: rajesh.chauhan
 No: 118E03



- xvii. Any part like Mother board, Monitor, RAM,HDD etc. which cannot be rectified, shall be replaced by new one of standard make as per details given below:

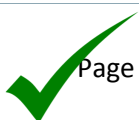
Sr.	Item	Acceptable Make
a.	Mother Board & CPU	Intel/Acer/Wipro/Dell
b.	HDD	Seagate/Quantum/Samsung/WDC
c.	RAM	OEM / Kingston / Hynex /Transend
d.	Monitor	OEM/LG/Acer/Samsung/Dell/Sony
e.	Printer / MFD	HP
f.	Keyboard	OEM/TVS/Logitech/DELL/HP
g.	Mouse	OEM/TVS/Logitech/Dell/HP

Use of other brands of equivalent or better hardware can only be allowed on specific approval of Manager(Engg/IT) or his authorized representative.

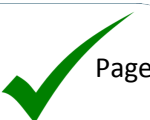
- xviii. For Laptops the Tenderer shall provide support and turn around time shall be Five working days. If turn around time exceeds three working days, a stand by Notebook will have to be provided.
- xix. In case of any unforeseen eventuality like excessive voltage Fluctuation at NSCL premise causing damages / physical damage (Screen of Monitor/laptops like Liquid of LCD is spread or line comes on screen or physical damaged due to mishandling) to the computer equipments, NSCL reserves the right to decide the actual cause of problem and in case the problem is found to be occurred beyond the control of the contractor, the damages so caused may be got repaired by NSCL.

3. GENERAL AND COMMERCIAL TERMS & CONDITIONS

- i. **Award of Contract** will be made at the sole & absolute discretion of NSCL, which shall not be disputed. Work Order issued on the basis of this tender will be called Contract. The terms and conditions as embodied in the contract shall be final and shall supersede any other terms and conditions that might have been indicated in the tender submitted by the tenderers. The terms & conditions given in the tender documents shall also form part of Work Order.
- ii. **Contract Period** of Annual Maintenance Contract will be for **three years** from the date of award of the contract or from the date of posting of Service Engineer or from the date of supply of spares which ever is later. Contract period may be reduced or extended at the discretion of NSCL depending upon performance. The rates shall remain firm for the entire contract period. *The Contract may be extended for a further period of one year with mutual agreement.*
- iii. **Cancellation of the contract:** NSCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account.
- iv. **Clear understanding:** When a tenderer submits his tender in response to these tender documents, he will be deemed to have understood fully about requirements terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and or a clause of the tender.
- v. **Assignment or Subletting of Contract:** The successful tenderer shall not sublet or assign the contract or any part thereof or assign any rights or delegate any obligation there under without the prior written consent of NSCL. Any breach of this condition shall entitle NSCL to terminate the contract and the tenderer shall be solely responsible and liable for any loss or damage arising out of or ensuing from such termination. NSCL reserves its right to recover the said losses or damages or charges and expenses incurred on this account in any manner whatsoever and from any dues payable to the tenderer or available with NSCL. The permitted subletting of work by the tenderer shall not establish any contractual relationship between the sub-contractor and NSCL and shall also not relieve the tenderer of any of his obligations under the contract.



- vi. Force Majeure:** The terms and conditions agreed upon under the contract shall be subject to force majeure. Neither the tenderer nor NSCL shall be considered in default in the performance of their obligations contained therein, if such performance is prevented or delayed or restricted or interrupted with by reasons of war, hostilities, revolution, civil commotion, strike, epidemics, accident, fire, floods, earthquake, regulation or ordinance or requirement of any government or any sub-division thereof or authority of representative of any such government and / or due to technical snag / reasons or any other act whatsoever whether similar or dissimilar to those enumerated, beyond the reasonable control of the parties hereto or because of any Act of God. The party so effected, upon giving **notice within 10 days** to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so effected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost dispatch when ever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of one week, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.
- vii. Agreement:** The successful tenderer shall be required to execute an Agreement on a non-judicial stamp paper of **Rs. 100/- with NSCL within 15 days of receipt of the Letter of Intent.** The agreement to be executed will be in the Agreement Performa to be specified by NSCL. The cost of stamp paper will be borne by the tenderer.
- viii. Jurisdiction:** Notwithstanding the place where the work under the contract is to be executed, it is mutually understood and agreed by and between the parties hereto that the contract shall be deemed to have been entered into at Delhi and all suits in respect of the contract shall be subject to the jurisdiction of the Courts at Delhi only.
- ix. Conciliation:** At the first instance both the parties shall make efforts to resolve the disputes through conciliation as per the procedures laid down in the Arbitration and conciliation Act 1996 as amended from time to time failing which disputes shall be referred to the arbitration as per the provision provided hereunder.
- x. Settlement of Disputes:**
All disputes and or differences in relation the tender, the contract of the interpretation of any of their terms of implementation hereof or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration of a single Arbitrator to be appointed by the Chairman cum Managing Director of the Corporation and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment only after the consensus of the other party. The venue of Arbitration shall be at New Delhi. The Court of Law at New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever. The arbitrator shall have power to enlarge time for making and publishing the award with the consent of the parties.
- xi. Secrecy:** Any information delivered or otherwise communicated by NSCL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of NSCL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.
- xii. Safety:** The tenderer shall comply with all statutory requirements and laws in performing the contract. The responsibility for action / safety of their employees while performing the contract by the tenderer shall be solely his.
- xiii. Indemnity**
- (a) The contractor shall at all times indemnify NSCL against all claims which may be made in respect of any equipment, used in the services under the contract for infringement of **any right protected by patent, registration of designs or trade mark provided always**



that in the event of any claim in respect of alleged breach of patent, register designs or trade mark made against the company (owner), the same will be notified to the contractor and the contractor shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

- (b) The Contractor shall indemnify and legally protect NSCL and/or its employees against all claims, actions, proceedings, demands, costs, expenses causes of action or suit arising out of, incidental to any/or consequent upon the services provided by the contractor under the contract or due to the failure of the contractor in the performance of his obligations under the terms of the contract. The tenderer shall indemnify NSCL against any infringement of trademark /copyright or title to goods / services by him and shall be solely responsible for goods / services offered.

xiv. Laws governing contract: The contract shall be governed by the laws of Union of India for the time being in force.

xv. Taxes/GST : The prices quoted by tenderer are inclusive of all Taxes, duties and other statutory levies or which may become applicable / leviable in future or from time to time. Unless specified to the contrary in the bid, all present and future taxes & other statutory levies shall be borne and paid for by the tenderer. Payment of Taxes shall be the responsibility of tenderer and shall not be payable by NSCL and the tenderer shall not raise any dispute in this regard at a later stage. Rates quoted by the tenderer and agreed finally by NSCL shall be firm and shall not be subject to any escalation whatsoever throughout the contract period or extended period thereof.

xvi TDS : Income Tax as per provisions of Income Tax Act and its amendments from time-to-time, shall be recovered from your bills. TDS certificate shall be issued to you.

xvii. Security Deposit

a. The successful tenderer shall require to furnish a security deposit of the amount equivalent to **10% of the total contract value by way of Bank Guarantee** from any Nationalized / Scheduled bank in favour of National Seeds Corporation Ltd., for due and faithful performance of the contract within a period of 15 days from the date of award of the contract. The Bank Guarantee shall be valid till the period of the contract.

b. This security deposit shall be refunded (or BG released) after one month of successful completion of AMC period and certification to that effect has been issued by NSCL. It shall be lawful for NSCL, if any differences or dispute are likely to occur, to defer payment of the security deposit or any portion thereof, which may be due for release until such difference and dispute, has been finally settled or adjusted.

d. The security deposit shall not bear any interest.

e. The tenderer shall submit the Security Deposit / Bank Guarantee at Corporate Office.

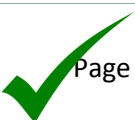
xviii. Claims: NSCL shall be entitled to retain the amount, if any, of its claim against the successful tenderer, whether liquidated or un-liquidated arising out of the contract under reference or otherwise, however and set off the same pro-rata against any amount payable to the successful tenderer under the contract under reference, without prejudice and in addition to the other rights of NSCL, to cover the amount of claim by other remedies, legally available.

xix. Risk & Cost: If tenderer fails to perform the Contract in accordance with the terms and conditions of the Contract, NSCL shall have the right to get the job done by any other agency at risk and cost of the tenderer plus 25% (Twenty Five Percent)

xx. Payment Terms: AMC payment shall be released at the end of **each quarter** at Corporate Office on submission of Bills at Corporate Office along with performance report mentioning the details of equipment-wise down time for penalty calculation.

Quarterly performance reports as indicated in the tender shall also be submitted along

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with the Quarterly Bills.

4. TERMINATION OF THE CONTRACT:

The Contract is liable to be terminated if the Contractor:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or property on the works or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or Abandons the work; or
- iii. Persistently disregards the instructions of Engineer in contravention of any provision of the Contract; or
- iv. Fails to adhere to the agreed program of work; or
- v. Assigns or sublets the work in whole or in part thereof without prior written consent of NSCL; or
- vi. Performance is not satisfactory; or
- vii. Defaults in the performance of any material undertaking under the contract and fails to correct such default to the reasonable satisfaction of NSCL within fifteen days after written notice of such default is provided to the Contractor. Such termination will be by 15 (fifteen) days notice in writing and no claim/compensation shall be payable by NSCL as a result of such termination.
- viii. At any time, the contractor makes default in proceeding with the works/job with due diligence and continues to do so after a notice in writing of seven (7) days from EIC/OIC.
- ix. If the contractor obtains the contract with NSCL as a result of ring tendering, or with illegal measures;
- x. Information submitted/furnished by the contract are found to be incorrect.
- xi. The above shall be without prejudice to NSCL other rights under the law.

5. CONSEQUENCES OF TERMINATION

If the contract is terminated by Owner for reasons detailed above or for any other reasons whatsoever:

- i. The owner shall reserve the right to get work completed at the risk and cost of the contractor and to recover from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to the owner.
- ii. Performance Guarantee Bond/Security in any form submitted by the contractor shall stand forfeited.
- iii. The contractor shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iv. All the dues payable to the contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by the owner as a consequence of termination of the contract.

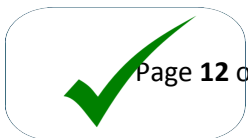
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U=IT CELL, O=NATIONAL SEEDS CORPORATION LIMITED, C=IN
E-MAIL : rajesh.chauhan
Phone : 118E03



6. RIGHTS OF NSCL

A unilateral stoppage of work by the Contractor shall be considered a breach of the contract and NSCL reserves its right to take necessary and suitable action as it may deem fit, to adequately protect its interests; at the risk and cost of the Contractor. Any aforesaid action shall be without prejudice to any other action, right and remedies etc. that may also be available to NSCL.

7. **Incorrect Information:** In case any information submitted by the tenderer in the tender is found incorrect, untrue or false or it is noticed during execution of the contract or prior to award of the contract that any information having material bearing on the contract has been concealed by the contractor, the owner shall have right to terminate/rescind the contract.



INSTRUCTIONS TO BIDDER

ADVICE FOR BIDDERS: The Bidders are advised in their own interest to carefully read the tender documents and understand their purpose unless the Bidder specifically states to the contrary in respect of any particular clause, it shall be presumed that they accept all the terms and conditions as have been laid down in the tender document

TENDER FEE (Non Refundable): Tender Fee **Rs.1000/-** (Rupees One Thousand Only) must be deposited in online mode only.

EMD FEE (Refundable): Tender Fee **Rs.10000/-** (Rupees TEN Thousand Only) must be deposited in online mode only. After awarding the work the EMD refunded within 30 days.

ELIGIBILITY CRITERIA: As indicated in on Page No.-5 sr.xi of Tender Document.

SUBMISSION OF OFFER: Rate must be submitted in prescribed format i.e. Price Bid form. Only those party should participate in tender who accepts all the terms & conditions because conditional tender may be treated as void.

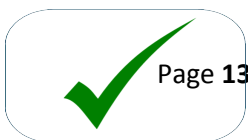
Period of AMC services : Three year from receipt of Purchase order.

BID OPENING AND EVALUATION: Technical bids will be opened as per the schedule given in NIT.

AWARD OF CONTRACT:

- **Award Criteria:** NSC will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive.
- **Notification of award:** Prior to the expiration of bid validity period.
- **Cancellation of Work order :** NSC reserve the right to cancel the Tender/ Purchase order at any stage (by giving the notice in writing) due to non-satisfactory services of the selected firm and security deposit will forfeited. .

CLARIFICATION OF BIDS: To assist in the examination, evaluation and comparisons of tenders, the purchaser may at it's discretion, ask the Bidder for clarification of it's bid .The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.



REFUND OF EARNEST MONEY:

(A) Unsuccessful tenderers:

In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS and the Corporation will not be responsible for reimbursing to the tenderers the Bank's Commission for encasing the same.

(B) SUCCESSFUL TENDERERS:

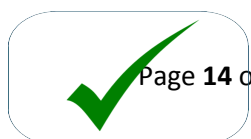
(i) The successful tenderers shall deposit the security money within 15 days from the date of issue of purchase order, furnish Bank guarantee in the manner indicated in Section-viii, the tender document towards security for the due fulfillment of the conditions of the contract and sign and date agreement as per the format given in Section -IX of the tender document.

(ii) After the successful tenderer has completed formalities as stated above, the earnest money deposit will be refundable to him/ them. No interest shall be allowed on earnest money.

FORFEITURE OF BANK GAURANTEE: Bank Guarantee may be forfeited if the Supplier does not provide the AMC Services as per tender.

VALIDITY OF OFFER: The Bidder shall keep their offers open for acceptance for a minimum period of **120 days** from the date of opening of the tender. In case the last date happens to a holiday, offers shall remain open for acceptance till the next working day. Bidders with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.

RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: The Purchaser / Corporation reserves the right to accept or reject any or all Bids.



Check list of enclosures for Technical & Commercial Bids to be uploaded:

1	Certificate of registration of the firm/ Partnership Deed if Partnership firm/ Proprietor ship (affidavit)	{ }
2	Certificate of Authorised Dealership / Distributorship/ Retailer of HP or Dell.	{ }
3	Copy of PAN No or GST or VAT/TIN or CST Registration No. & Income-tax Return for last 3 year.	{ }
4	Copy of 3 nos. of Purchase orders for AMC to Govt./PSU /Pvt. Ltd. <i>alongwith the performance certificate from the Govt./PSU on Department Letter head.</i>	{ }
5	Firm Authorization for signing of bid if it is limited Company or partnership firm on company letter head.	{ }
6	Bank guarantee format (section –vii)	
7	Affidavit certificate that not blacklisted and no arbitration case pending in NSC/ other organisation on Company Letter Head (section -viii)	{ }
8	Affidavit no circumstances reduced lowest price of identical Product to Govt. / Semi Govt. Organizations on Company Letter Head. (Annexure-ix)	
9	MSME unit Registered with NSIC Certificate for providing AMC services in the offer.	{ }



NATIONAL SEEDS CORPORATION LTD.

SECTION – V

“Technical BID”

(To be submitted in on line mode ‘Technical & Commercial Bid’)

To

The Manager (Engg/IT),
National Seeds Corporation Ltd.,
BeejBhawan, Pusa Complex,
New Delhi-110012

FROM

Sir,

Profile of our Company is as under:

1. Particulars of the company/firm:

S.No	Name of party	Address full	Email	Mobile	Type of firm

Upload copies of supporting documents.

2. Work performed: (Bidder should have successfully completed/ongoing 3 orders of AMC work in Govt/PSU/PVt Ltd.).

Year	Name & Address, with Mb. No. of Purchaser	Description of work	Purchase Order No. & Date	Value (In Rs.)	Stipulated Completion period	Actual date of Completion	Remarks / explanation for delay.
1	2	3	4	5	6	7	8

It is mandatory to Upload copies of such Purchase Orders, *alongwith the performance certificate from the Govt./PSU on Department Letter head.*

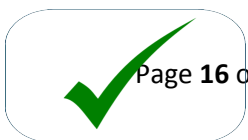
3. Registration: Service tax /GST/CST/PAN registration no. required.

GST or TIN or VAT No.	Registration No or CST No.

Upload copies of supporting documents.

4. Income tax Details:-

PAN No	Returns for Last three Years (attached)	
	Year	Copy
	2019-20	
	2018-19	
	2017-18	



5. Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by Statutory Auditor of last 3 years along with copies (Annual Turnover in last three year should not be less then 10 Lakhs for AMC work):

Financial Year	Annual Turnover (Rs. In Lakhs)	Annual Profit and Loss (Rs. In Lakh)	Remarks
2019-20			
2018-19			
2017-18			

5. Particular of Bank details:

Name and address of Banker	Type of Account	Account No.	IFS Code	MICR Code

6. MSME registration details (NSIC registered unit) along with a valid copy of NSIC Registration Certificate (up-Load) :

Registration No.	Category of Firm General/SC/ST	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

(Upload copies of supporting documents.)

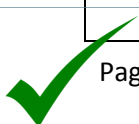
- Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in Annexes/Formats **Section-viii** (Upload) on company letter head.
- Affidavit no circumstances reduced the lowest price of identical product to Govt. / Semi Govt. Organizations. (section ix) on company letter head.
- Authorization letter for Signing the Bid is to be uploaded on company letter head.
- Performance certificate on the letter head of Govt. Deptt/PSU where the AMC services provided.

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by NSC management.

Thanking you,

Place: - Date:-.	Stamp of the Company:
	Signature: _____
	Name of Authorized Signatory: _____
	Complete Postal Address: _____
	Mb. No. : _____
	e-mail Address: _____

Signature :-
Subject : CN=RAJESH CHAUHAN, SERIALNUMBER=69db339e27e97786854420965a1913
34cbb448f863777d16a09842067e70, ST=DELHI, OID.1.5.4.1.7=110017, O
U=IT CELL, O=NATIONAL SEEDS CORPORATION LIMITED, C=IN
E-MAIL : rajesh.chauhan
Phone No : 118EF03



NATIONAL SEEDS CORPORATION LTD.

SECTION - VI

“PRICE BID”

(To be submitted in on line mode Financial Bid)

To

FROM

The Manager (Engg/IT),
National Seeds Corporation Ltd.,
Beej Bhawan, Pusa Complex,
New Delhi-110012

Sir,

We have examined the prescribed specifications and read the Terms & Conditions of Tender issued under File No IT/AMC/9/NSC/2020-21 Dated __.2021 for providing the Comprehensive AMC services for Computers and peripherals at New Delhi Office for a period of three years. We are quoting the following rates :-

S.No	Item Description	Qty	AMC Charges Per Unit For 3 Years AMC (Rs)	Total AMC Charges for 3 Year AMC (Rs)	GST in %	Total AMC Charges for Three Year AMC including GST
1	Desktop - All in one HP AIO	4				
2	Desktop - Dell /HP/IBM	116				
	Desktops - Total	120				
3	Laptops - HP/200-2202tu	4				
4	Laptops -Sony vio mini	1				
5	Laptops -Sony vio	3				
6	Laptops -Hp-Compaq	1				
7	Laptops -sonyPCG-5JBP	1				
8	Laptops - HP Laptop-G4	1				
9	Laptops - HP pavilion	1				
10	Laptops - Dell Vostro	1				
	Laptops - Total	13				
11	HP Laserjet Printers model 1020/1022/1505/P1007/ HP LJ CP 1525 / HP LP 2055dn / HP LJ1606 dn	116				
12	MFP- HP m1005/m1136	20				
	Total items (Desktops + Laptops + Printers/MFP)	269				
	TOTAL Amount - For Three Years AMC					

➤ **Total amount shall be considered for financial evaluation for tech. qualified bidders.**

Signature: -----

Place: -

Name of Authorized Signatory: -----

Date:-

Complete postal Address:-----

Signature :-
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U=IT CELL, O=NATIONAL SEEDS CORPORATION LIMITED, C=IN
ID : rajesh.chauhan
Email No : 118EF03



NATIONAL SEEDS CORPORATION LTD.

COMPOSITE BANK GUARANTEE FORM IN LIEU OF SECURITY DEPOSIT

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper in the name of issuing Bank

Ref. _____ Bank Guarantee No. _____ Dated: _____

To,

National Seeds Corporation Limited (NSCL), A company under Companies Act, 1956 having its Registered Office at Beej Bhawan, Pusa Complex, New Delhi-110012 (hereinafter referred to as NSC)

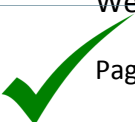
Dear Sirs,

WHEREAS, Party Name _____
_____ under Companies Act having its Registered office at _____ received Purchase order No. _____ dated _____ from NSC for providing the AMC services for Computers and peripherals at New Delhi.

AND WHEREAS, NSC has not made any advance payment to Party Name _____ as per the Terms and Conditions specified in Tender document. As per the said Purchase order a Bank Guarantee to be furnished by Party Name _____, we _____ Bank, hereby expressly, irrevocably and unreservedly undertake and guarantee that if Party Name _____ fails to perform the work as per said Purchase order, then on demand in writing by you, shall, without demur, pay to _____ Bank, _____ Branch, New Delhi on your behalf the said sum due by Party Name _____ under the Purchase order Terms & Conditions upto a maximum of Rs. _____ (10% - of quoted value).

NOTWITHSTANDING any right Party Name _____ may have directly against NSC or disputes raised by Party Name _____, on written demand to us by you stating the necessary details as to the payment demanded under the terms of the said Purchase Order, we will be bound to pay the amount as above the such demand by you shall be final and binding on us without any reference to Party Name _____.

We shall not be discharged or released from this undertaking and the BG Performance



herein contained on account of any variation of the terms of the Purchase Order effected between you and Party Name _____ or any indulgence shown by you to party Name ___ in the disclosure of their obligations under the Terms of Purchase Order. This Guarantee shall come into force simultaneously with the acceptance of Purchase order by Party Name _____ .

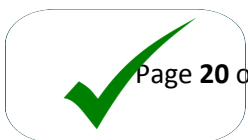
This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of the Bank or Party Name _____. It is further guaranteed that payment under this Guarantee shall be made **within thirty days from date of receipt** of NSC's written demand making reference to this Guarantee.

This BG Performance shall remain valid until **36 months period** + 6 months (as per tender terms), and shall be considered null and void after that date notwithstanding that the document is returned or not to us for cancellation unless extended by mutual agreement.

This BG Performance is governed in all respect by the provisions of above-mentioned Purchase Order issues by NSC on the name of Party Name _____ .

Upon this, release, our Guarantee shall be considered as null and void whether returned or not for cancellation.

Dated this, the _____th day of _____ 2021.



Signature :-
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U=IT CELL, O=NATIONAL SEEDS CORPORATION LIMITED, C=IN
ID : rajesh.chauhan
Serial No : 118EF03

NATIONAL SEEDS CORPORATION LTD.

(section -viii)

Affidavit Certificate

I /We _____ (Name, Designation and Address) hereby declaring that my/our firm/Company has not been neither black-listed nor de-barred from participation in tender by any of the Govt. Department/ Organization /PSUs /Institution etc , where I /We had provided the AMC services for Computers & Peripherals during the last _____ years as well as no arbitration case pending in NSC .

Signature of Authorized signatory -----

Name _____

Designation _____

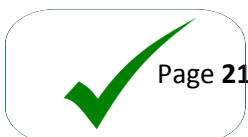
Name of the Firm/Company _____

Full address _____

stamp _____

Place: _____

Dated: _____



NATIONAL SEEDS CORPORATION LTD.

(section -ix)

Affidavit Certificate

I /We _____ (Name, Designation and Address) hereby declaring that price charged for quoted item/items under this contract, our firm has not given the lower price of identical AMC/Services to any Govt. Deptt./PSUs/Institutions/Organizations etc under any circumstances during last one year .

Signature of Authorized Signatory -----

Name _____

Designation _____

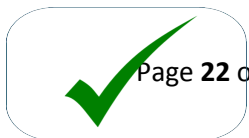
Name of the Firm/Company _____

Full address _____

Stamp _____

Place: _____

Dated: _____



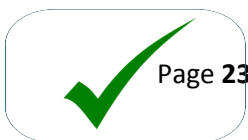
NATIONAL SEEDS CORPORATION LTD.

AGREEMENT on Rs.100/-

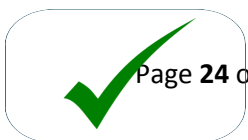
This agreement is made at Delhi on day of between _____ hereinafter referred to as first party and National Seeds Corporation LTD., Beej Bhavan, Pusa Complex, New Delhi-12 hereinafter referred to as second party.

Now the present hereto have agreed on the following terms:

1. That the first party will provide Comprehensive Annual Maintenance service of Computers, Laptops, Printers and other peripherals (Listed) for an amount of Rs. _____ -(Rupees _____ Only) including all taxes and other charges for a period of three year (**From _____ to _____**).
2. That the first party and second party have agreed to all the terms and conditions as mentioned in the work Order No. _____ dated _____.
3. That the first party have to deposit security amount @ 10% of value of work order within 15 days of issuance of work order, which will be refunded after successful completion of the job.
4. That the first party shall deploy one full time service Engineer at IT Cell, NSC, Head Office, New Delhi on all working days of the corporation during tenure of contract and without prior intimation to this office, the deployed service engineer should not be changed. Non-availability of engineer will however attract a penalty of Rs. 300/- per day.
5. In case any equipment or part thereof remains under breakdown for more than three working days without providing a Standby System, a penalty of Rs. 250/- per day per equipment shall be levied. Such penalty shall be accumulated during the year and shall be restricted to maximum of 10% of the total contract value for the year. In addition, if the system / equipment remain un-operational for 15 days or if the contractor fails to perform the contract in accordance with the terms and conditions of the contract, NSCL shall have a right to get the job completed by any other agency at the risk and cost of the contractor.



6. That the service engineer should do the periodical service of each computers, printers and laptop.
7. That the complaints regarding non working/non functioning etc. of computers , printers, laptops and other peripherals shall be attended on same day, failing which it will be got rectified at the risk and cost of the maintenance contractor and the same will be recovered from the first party, as per the terms mentioned in the Tender Document.
8. That the defective parts of the computers, printers, laptops and other peripherals shall be replaced with genuine OEM parts and no extra cost will be paid for the same. The defective parts included in AMC shall be replaced with genuine OEM parts. The spare part inventory should also be maintained at IT Cell.
9. That the first party will have to provide a complete set of computer and printer as a backup, which may be used in case, if there will be any delay in services due to any uncontrolled situation.
10. That if any item is taken out for repair purpose, contractor/ service provider will make alternate arrangement for the same for smooth working at NSC office.
11. That the number of computers, laptops and printers indicated in the list may increase or decrease in between the contract period and the payment will be made accordingly.
12. That the Payment shall be released on quarterly basis after completion of quarter against receipt of security amount and submission of the agreement.
13. That at any stage, if it is found that the services provided is not as per the satisfaction of the corporation, the contract will be terminated immediately without assigning any reason and the corporation will forfeit security deposited.
14. Other terms and conditions are mentioned as per the work Order No _____
Dated _____ and tender document and the copy of work order alongwith the tender document is annexed to the present agreement and forms a part and parcel of the present agreement.



ARBITRATION

In the event of any dispute arising amongst the parties, the Parties agree to use their best effort to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, then such dispute shall be finally resolved by arbitration. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in New Delhi.

Settlement of Disputes

All disputes and / or differences, whatsoever shall arise between the parties hereto relating to interpretation of any clause of this agreement on the rights, duties or liabilities of either party under this contract or otherwise in connection with these presents, the matter in difference shall be determined by a single arbitrator appointed by CMD, NSCL in accordance with the arbitration and conciliation Act. 1996 or any statutory enactment in that behalf for time being in force.

- a) That all disputes arising are subject to jurisdiction of Delhi Court only.
No amendment or modification in the terms of this agreement shall be considered valid unless if so in writing and signed by both the parties.

In witness whereof the parties have entered into agreement on the day, month and year first above written.

FIRST PARTY

SECOND PARTY

WITNESS

1.....

2.....

3.....

