

Tender Enquiry No. NID/Purc/IT/05/2023 - 24 dated 02 Jan 23

**RFP DOCUMENT FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING
OF VARIOUS PRINTERS AT NATIONAL INSTITUTE OF DESIGN, AHMEDABAD**



**राष्ट्रीय डिज़ाइन संस्थान
NATIONAL INSTITUTE OF DESIGN**

Last date for submission of queries	: 12 th Jan 2023 up to 1500h
Last date for submission of bid (Submission only on N-Procure Portal)	: 23 th Jan 2023 up to 1500h
Technical bid opening date	: 30 th Jan 2023 at 1500h
Financial bid opening date & time	: Only after TEC is completed

In case of queries contact:-

Lt Cdr S Ganesh Karpoo(Retd)
Purchase & Stores Officer
Purchase Department National Institute of Design
Opp. Museum,
Paldi, Ahmedabad 380007

Note: Please address all queries and correspondence to purchase department only on purchase@nid.edu with Tender ID as subject, Failing which queries may not be addressed. No other means shall be entertained.

Pre bid meeting for addressing the queries of bidders is scheduled on 3:00 pm. 15th Jan 2023 at NID(Ahmedabad), Paldi.

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SECTION – I
INTRODUCTION

National Institute of Design, Ahmedabad with three campuses at Ahmedabad, Gandhinagar & Bengaluru is internationally acclaimed as one of the finest educational and research institutions for Industrial, Communication, Textile and IT Integrated (Experiential) Design. It is an autonomous institution under the aegis of the Ministry of Commerce and Industry, Government of India. **The Act of Parliament, by virtue of the National Institute of Design Act 2014, has declared NID 'Institution of National Importance'.**

It is also recognized by the Department of Scientific and Industrial Research, Government of India as a Scientific and Industrial Research Organization.

NID is planning to procure various printers at Ahmedabad campus, this RFP is being floated to select the Bidder who will perform following activities.

- Supply of hardware and software related to Printers along with required accessories to NID(Ahmedabad).
- Installation and Commissioning of the above-mentioned equipments
- Additionally, maintenance support for the installed hardware & Software during the Warranty and post warranty period.

Bidder must supply, install, commission and maintain the components as per the specifications mentioned in the technical section and any additional items required for the project completion should be considered during the offering of the commercials.

It is proposed to complete these works as per the given schedule. The nature of works broadly comprises as mentioned in Section -3 "Scope of Work"

The Bidder has to bid for all the components on SITC basis and if the bid is not offered as above then the same shall be liable to be rejected.

Schedule of proposed project

Ser	Project
1	Supply & Installation of Various Printers including 3 year Comprehensive warranty.

SECTION - II
TENDER NOTICE AND INFORMATION FOR ONLINE BIDDING

On behalf of NID, Ahmedabad, the Purchase department invites tenders for "supplying & installing printers (during the warranty of 03 years) at National Institute of Design."

The Tendering Schedule is as under:

I.	Tender Document to be downloaded (N-procure, CPPP and NID portal only)	23 th Jan 2023 up to 1500h
II.	Clarification/ Query seeking period	12 th jan 2023 up to 1500h
III.	Any queries regarding the tender documents are to be sent only through with the Tender ID as Subject. Else, queries may not be responded to.	purchase@nid.edu
IV.	Last date and time for the online Tender submission (Only on N-procure portal)	23 th Jan 2023 up to 1500h
V.	Opening of Technical Bids	24 th Jan 2023 up to 1500h
VI.	Opening of commercial bids (Bids which are technically compliant only shall be opened)	Upon completion of Technical evaluation of bids

Bids are to be uploaded only on N-procure portal. Submission of bids only through the above mode shall be accepted. Submission through any other modes shall be liable for rejection.

SECTION – III
SCOPE OF WORK

3.1 The Scope of the work includes undertaking various supplies and services related to the deployment of the subject solution. The details are:

Bidder shall be responsible to carry out maiden installation and commissioning of the supplied printers at National Institute of Design, Ahmedabad.

Bidder will be responsible to undertake and complete the works related to supply installation and commissioning of services as indicated in the bid.

The supplied equipments are required to be maintained for three years on comprehensive warranty basis from the date of Final acceptance. The Bidder shall be

responsible for implementation of the work as defined.

All goods or materials shall be supplied strictly in accordance with the specifications, datasheets, other attachments, and conditions stated in the RFP / Agreement / Work-Order. All materials supplied by the Bidder shall be guaranteed to be of the best quality of their respective kinds and shall be free from faulty design, workmanship, and materials.

SECTION – IV

BID PRE-QUALIFICATION CRITERIA

Bidders desirous of bidding for the project shall fulfill the following prequalification criteria:-

Ser	Eligibility Criteria	Attachments
(a)	The Bidder should be a Firm or Company in the business of providing similar solutions in India.	Relevant registration documents like GST certificate etc. should be given as a supporting document. In case the firm is a Company than ROC certificate can be given.
(b)	The Bidder should have at least one administrative office in Gujarat. The Bidder should have its own service & support infrastructure in Gujarat to provide warranty and post warranty services seamlessly.	The details for administrative & service infrastructure must be enclosed, as a part of a declaration Bidder should submit a self-attested copy on their letter head The details for OEM service & support infrastructure in Gujarat should submit on OEM letter head
(c)	The Bidder should not be declared ineligible for corrupt and fraudulent practices issued by any tendering Authority.	Certificate / affidavit mentioning that the Bidder is not blacklisted by the GoI or Government of Gujarat or any of the PSUs in India due to engagement in any corrupt and fraudulent practices or conviction under IPC or any other law for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. Self-Declaration Form must be

Ser	Eligibility Criteria	Attachments
		submitted to this effect.
(d)	<p>The Bidder must have a valid GST Registration in India.</p> <p>The Bidder must have positive net worth and should be profit making for each of the financial year's 2018-19, 2019-20 & 2020-21.</p> <p>The Bidder should get the Original Equipment Manufacturer Authorizations for the Products being offered.</p> <p>Bids without MAF and Supporting documents for RFP will be outrightly rejected and will not be considered for evaluation</p>	<p>Proof of a valid GST in India should be enclosed.</p> <p>Audited and Certified Balance Sheet and Profit/Loss Account of said periods should be enclosed. CA certificate mentioning net profit of the Bidder should be enclosed.</p> <p>MAF as per the Format defined from all OEM's and in case the OEM is bidding then he needs to give a declaration for the range of products he is offering from its portfolio.</p>

SECTION – V

INSTRUCTIONS, TERMS AND CONDITIONS

5.1 Cost of Bidding.

The Bidder shall bear all costs associated with the preparation and submission of the Bids and NID will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

5.2 Amendment of Bidding Documents.

(a) At any time prior to the deadline for submission of bids, NID, for any reason, whether at its own initiative or in response to the clarifications requested by prospective Bidders may modify the bidding documents by amendment.

(b) All Bidders will be notified of the amendment via corrigendum and such modification will be binding on them.

(c) In order to allow prospective Bidders a reasonable time to consider the amendment in preparing their bids, NID, at its discretion, may extend the deadline for the submission of bids.

5.3 Language of Bid.

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder with NID shall be in English. Communication

will be in English language only.

5.4 Technical Section

- (a) Clause by clause Compliance statement for Bid document including all annexure is to be submitted.
- (b) All annexure / Table, duly filled-in with necessary proofs, as required and stated in the bid document.
- (c) Make & Model of quoted items in the bid with brochures/internet printout are to be provided.
- (d) For compliance of terms and conditions of the tender, bidders are required to sign on all pages of tender document by an authorized official of the bidder's organization and the same is to be submitted by the firm along with technical bid.
- (e) Bidder can offer specifications superior to those mentioned in schedule of items.
- (f) The supply of any substandard/assembled item will entail cancellation of whole supply order and forfeiture of Security deposit beside any other actions deemed fit by NID.

5.5 Price bid Section. (in the prescribed format mentioned in Section VII only)

The Technical & Financial Bid shall be submitted on N-procure portal only. Bifurcated item wise price details shall be submitted on the portal and hardcopy of the same, duly authenticated shall be submitted by the successful bidder along with the Performance Guarantee in the prescribed format of BOQ offline. If NID, Ahmedabad finds any mismatch in words and figures, lowest amount / figure shall be considered for the said purpose.

No Price bid shall be provided/ attached with the tech bid, as doing so may lead to disqualification.

No additional charges viz packing, forwarding, cartage, insurance, loading and unloading, entry tax, demo, etc. shall be allowed. Therefore, the same shall be incorporated in Price bid.

The consolidated price quoted shall be firm and final and payable for the goods/ services supplied/rendered at NID Ahmedabad. Rates shall be valid for the entire duration of the contract.

5.6 **Fraudulent & Corrupt Practice.**

Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Work/ Purchase order and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the NID of the benefits of free and open competition.

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Work-order execution NID will reject a proposal for award and may forfeit the EMD and/or Performance Guarantee if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the work/ purchase order(s).

5.7 **Fulfillment of Work Order.**

The Bidder shall be deemed to have carefully examined all Purchase/ Work-order documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the Work-order.

5.8 **Terms and Conditions.**

Terms and conditions for Bidders who participate in this Tender are specified in the section named “**Terms and Conditions**”. These terms and conditions are binding on all the Bidders. These terms and conditions will be a part of the purchase order that shall be placed on successful bidder.

The Bidder shall be deemed to have agreed to all the terms and conditions specified in the tender document. Conditional bids are liable for rejection.

5.9 **Bid Scrutiny.**

NID(Ahmedabad) will scrutinize the e-bids received to determine whether they are complete as per Tender requirement and whether technical documentation as asked for and necessary to evaluate the bid have been submitted, whether the documents have been properly signed and whether all the items are supplied as per the requirements.

5.10 **Clarification on Bids Received.**

To assist in the scrutiny, evaluation and comparison of bids, NID(Ahmedabad) may, at its discretion, ask some or all the Bidders for clarifications/ additional information on the bid made by them. The request for such clarifications and the Bidder response will necessarily be in writing and the response for the same shall be rendered as required. Else, bidders are liable to be rejected.

5.11 No Commitment to Accept Lowest or Any Bid.

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

5.12 Erasures or Alterations.

The offers containing erasures or alterations without authentication will not be considered. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable.

5.13 Bid Processing Fee, EMD & PG Details

Earnest Money Deposit (EMD). Rs. 27,000/- is to be submitted to NID(Ahmedabad) in form of Demand Draft/ Banker's Cheque / Pay Order's in favour of "**National Institute of Design, Ahmedabad**", payable at Ahmedabad from any Nationalized/Commercial Bank. All bidders are to submit the same along with Technical Bid. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department are exempted as per the extant rules of GoI. A valid MSME Registration certificate is to be submitted alongwith technical bid. Further, EMD of the successful bidder will be held as a non-interest bearing with NID(Ahmedabad) till receipt of PG. Bid securities of the unsuccessful bidders shall be returned after expiry of the final bid validity and latest on or before the 30th day after the award of the contract, without interest.

Tender Fees. Rs 3,000/-

Performance Guarantee/ Security. 3% of the Purchase Order value(inclusive of taxes) is to be submitted to NID(Ahmedabad) in form of Demand Draft/ Banker's Cheque / Pay Order's in favour of "**National Institute of Design**" payable at **Ahmedabad** from any Nationalized/Commercial Bank. To be submitted within 10 days of placement of PO. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. Bid security shall be non-interest bearing and the same shall be refunded to the successful bidder after receipt of Performance Security.

5.14 Bid price (in INR Value):-

The price bid should indicate the prices in the format/price schedule only.

The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner.

The price in the Tender should also mention the applicable rate GST. The offer should include Freight, Transit Insurance, Packing, Loading & unloading (at our site in NID(Ahmedabad) – Ahmedabad campus, Transportation Charges and Transit Insurance (from your warehouse to our premises). In case GST is not mentioned separately, it will be deemed that the rates quoted is inclusive of applicable taxes.

For supply and services for the goods whose value is quoted in INR NID will issue one single PO for the same and the payment terms will be as per the payment table mentioned in succeeding para.

5.15 Payments Terms.

1	No advance payment shall be made.
2	After submission of PG/SD within 10 days from the date of Purchase / Work order, 100% payment, post completion of entire work and final acceptance by NID(Ahmedabad)

5.16 Taxes & Other Charges.

Vendor shall be entirely responsible for all taxes viz duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

5.17 Price Comparison.

In order to arrive at the lowest acceptable offer, NID(Ahmedabad) will consider the total proposed solution price inclusive of 3-year on-site warranty.

5.18 Short-listing of Bidders.

The commercial offers of only the Bidders whose technical offers found to be technically compliant shall be opened. Others shall not be opened. Also, Conditional bids shall be liable to be rejected.

5.20 Evaluation Process.

The evaluation process of the tender proposed to be adopted by the NID is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the NID may adopt. However, the NID reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

5.21 Evaluation of Bid.

Bidders need to fulfill all the Technical criteria and conditions mentioned in RFP document. NID will examine the bids to determine whether they are completely responsive, whether the bid format confirms to the Tender's requirements, whether any computational errors have been made, whether required EMD, MAF as per proforma has been furnished, whether the documents have been properly signed, and whether the bids are in order including Techno commercial compliance.

The criteria prescribed in respect of specifications of items, years of operation in the business, experience of similar class of work completed etc will first be scrutinized and the Bidder's eligibility for the work will be determined.

As a part of the process to evaluate the technical bids, the Tender Evaluation committee may at its discretion also ask the Bidders to make a presentation/ demonstration before it or seek clarifications which shall be responded within 2 days.

After evaluating the technical bids and on acceptance, financial bids of technically compliant bidders shall be opened.

L1 Bidder shall be decided based on the total price (Excluding Taxes) for items as a solution. NID(Ahmedabad) will award work to the Bidder whose bid has been found to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be competent to perform the work satisfactorily.

It must be kept in view that no decision will be given by the Tender Evaluation Committee. Any inferences drawn during the meeting of this Committee by the Bidders or their representatives will be their own view and the Institute will not abide by the same.

5.22 Non-Consideration of the Bids.

Technical Bids that are rejected during the bid opening process due to incomplete documentation or late receipt, partial submission shall not be considered for further evaluation.

5.23 Contacting NID(Ahmedabad).

Bidder, in relation to this RFP shall not approach NID officials outside of office hours and/ or outside NID office premises, from the time of the Bid opening to the time the Work-Order is awarded.

Any effort by a Bidder to influence NID officials in the decisions on Bid evaluation, bid comparison or work-order award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the NID, it should do so in writing.

5.24 No withdrawal / Modification after Bid submission date.

Bidder shall not be permitted to withdraw his/ her/ its offer or modify the terms and conditions thereof after acceptance of tender. In case the Bidder fails to observe and comply with the stipulations made in the tender or backs out after quoting the rate, the EMD/PG/Security Deposit, will be forfeited by the Institute. Besides this, the Bidder may also be liable to be debarred/ blacklisted from participating in the tendering process of NID(Ahmedabad) in future and/or suitable penalty may be levied.

5.25 NID(Ahmedabad)'s Rights.

- (a) NID(Ahmedabad) reserves the right to accept/reject any or all the bids in whole or in part and cancel the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.
- (b) NID(Ahmedabad) also reserves the right to modify and/ or relax any terms & conditions of this tender document before last date of submission of tenders to safeguard its interest.
- (c) Any failure on the part of the Bidder to observe the prescribed procedure and any attempt to canvass/influence NID(Ahmedabad) for furtherance of his/her interest, the Bidder's quotation will be cancelled forthwith. The decision of NID(Ahmedabad) in this regard will be final.
- (d) NID(Ahmedabad) reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage, in case of any change in requirement.
- (e) NID(Ahmedabad) reserves the right to blacklist a Bidder for a suitable period in case the Bidder fails to honor its bid after award of work without sufficient grounds.
- (f) NID(Ahmedabad) reserves the right to alter the quantities specified in the bid in the event of changes in requirement. No Bidder will be allowed to change the financial bid if NID(Ahmedabad) decides to drop any items from the schedule.
- (g) All the items, for which financial bids are submitted, should be genuine and of the specified branded company. If the material supplied is found to be of non-genuine/ substandard quality, the same will be returned/ replaced at the cost of the Bidder and the NID(Ahmedabad) will not be responsible for any loss to the concerned Bidder for such supply. Further, the bidder may be barred from the present tender or Future tender. In this regard, decision taken by NID(Ahmedabad) shall be final and binding on all bidders.
- (h) Reserves the right to accept or reject any bid, and to cancel the bidding

process and reject all bids at any time prior to award of Work-order.

5.26 Security Deposit / PG.

Successful bidder is required to submit a Performance Guarantee (PG) of 3% of the total order value valid up to the warranty period plus 60 days within 10 days of Purchase/ work order is issued. Therefore, validity of the PG shall be upto 38 months.

Prior to expiration of the period of Bid validity, NID(Ahmedabad) will notify the successful Bidder and issue a work order/ purchase order after which the Bidder needs to submit the security deposit in the form of Bank Guarantee (BG)/ Demand Draft within ten (10) working days of receipt of award.

Security Deposit / PG will be held as a non-interest-bearing SD with NID for duration of Warranty period plus 60 days and will be returned to the selected Bidder after certification NID(Ahmedabad).

NID(Ahmedabad) shall be at liberty to set off /adjust the proceeds of the security deposit towards the loss, if any, sustained due to the Bidder's failure to complete its obligations under the work-order. This is without prejudice to the NID Ahmedabad right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.

5.27 SUPPLY, INSTALLATION, COMMISSIONING & TESTING.

The Bidder shall be responsible for shipment, delivery, and installation of various printers at the site and for making it operational at no additional charges as follows:

Delivery of printers at National Institute of Design, Ahmedabad, within 45 days from the date of Purchase Order.

WORK COMPLETION PERIOD: Total 60 days (Including ITC).

If the Bidder fails to ship and install the printers at National Institute of Design, Ahmedabad within the stipulated time as mentioned in the schedule, NID reserves the right to claim the Liquidated damages or cancel the Purchase Order.

At the discretion of NID(Ahmedabad) there will be an acceptance test conducted by NID(Ahmedabad) technical team members and/or its nominated consultants after installation.

5.28 Order Cancellation.

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

Delay in delivery beyond the specified period for delivery/non submission of security deposit/PG. Delay in installation beyond specified period in the Tender. Serious discrepancy noticed during the inspection.

NID reserves the right to cancel the Work/Purchase Order and apply all remedies available under the terms and conditions of the work-order. Further, the order is liable to be terminated if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the NID(Ahmedabad).

5.29 Software.

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

5.30 Warranty.

The bid must include a **three-year comprehensive on-site warranty** including licensing if any as per tender specifications.

During the warranty period, If there is a hardware failure the bidder will replace the hardware, re-install the software that were installed on the hardware, at no additional charge.

The Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, Bidder shall maintain and repair/replace at the site all defective components, at no charge to NID(Ahmedabad).

5.31 End-of-Sale / Obsolete Components.

Bidders must bid the latest model that are not announced by the principals as end of sale product or obsolete at the time of receipt of the consignment at NID(Ahmedabad). The offer product should not be more than one year old manufactured from the date of issue of purchase order.

5.32 Spare Parts.

If any of the components are not available during the warranty period, in such case Bidder must replace it with equivalent or higher capacity without any extra cost.

5.33 Support.

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

5.34 Liquidated Damages.

Delay in shipment, delivery and installation: NID(Ahmedabad) will charge LD @ 0.5 % of the value of undelivered items per week for the delay in delivery of various printers at National Institute of Design, Ahmedabad beyond 45 days from the date of Purchase Order, subject to a maximum 10% of the total materials order value. After the maximum penalty value is reached, the order may, at its discretion be cancelled and NID(Ahmedabad) will initiate necessary action as per terms of the tender.

5.35 Delay in Repair.

Any system that is reported to be down on a given date should be either fully repaired or replaced within 5 working days. The problem reported by NID(Ahmedabad) will be through a telephonic message/ e-mail.

In case Bidder fails to repair or replace Equipment within 5 working days, thereafter, there will be a penalty @ 1,000/- per week, calculated on daily basis till it becomes fully serviceable, at NID's discretion.

5.36 Quality Standards.

NID(Ahmedabad) is looking for well proven/designed and quality product. All items quoted should be associated with specific model numbers and names and with literature. Any deviations from the specifications as given should be clearly listed in Annexure called "deviations" giving reasons thereof.

5.37 Assignment & Sub Contracts.

The Bidder shall not assign, in whole or in part, its rights and obligations to perform under the Agreement to a third party, except with the prior written consent from NID. The Bidder shall notify the NID in writing of such subcontracts awarded under the Work-order Agreement. Such notification shall not relieve the Bidder from any liability or obligation under this Agreement. The Bidder shall fully indemnify NID for any claims/damages whatsoever arising out of the Sub contracts.

5.38 Service Terms.

It is mandatory for Bidder to deploy qualified professional to install, commission & maintain the equipment, as defined under scope of work.

5.39 Indemnity.

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

5.40 Original Hardware and Software.

Bidder should guarantee that all the components delivered to NID(Ahmedabad) are genuine and brand new. In the case of software, the Bidder should guarantee

that the software supplied to NID is licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation. If any hardware and software is found to be fake, the security deposit will be forfeited, Bidder will be blacklisted and legal proceedings will be initiated by the Institute.

5.41 Force Majeure:-

Bidder shall not be liable for default or non-performance of the obligations under the work-order, if such default or non-performance of the obligations under this work-order is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake, natural calamity and fire, events not foreseeable but does not include the Bidder's fault or negligence or carelessness on the part of the Bidder, resulting in such a situation.

In the event of any such intervening Force Majeure, the Bidder shall notify NID in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by NID, the Bidder shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, NID(Ahmedabad) and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of NID(Ahmedabad) shall be final and binding on the Bidder.

5.42 Resolution of Disputes.

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

Conciliation Act, 1996, shall govern the arbitration. The venue of the arbitration shall be **Ahmedabad.**

5.43 Jurisdiction:-

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

SECTION VI: TECHNICAL SPECIFICATIONS**Multifunction Mono A4 Size: Qty. 10 Nos.**

Item	Specifications	Offered (Y/N)	Deviation (details of alternate option offered, if any). Note: Specifications of an alternate option cannot be lower than the one that is proposed.
Speed	30 ppm or high		
Technology	Mono LaserJet Print, Copy, Scan		
Cartridge Technology	Separate Drum and Toner (Mono Component)		
Processor	At least 500 MHz		
Duplex	Automatic		
Memory	Minimum 256MB		
Duty cycle	Minimum 40,000 pages		
Resolution	1200 x 1200		
Connectivity	1 Hi-Speed USB 2.0; 1 Host USB; 1 Gigabit Ethernet 10/100/1000T network; 1 Wireless 802.11b/g/n;		
Certification	BIS Registration under CRS of Meity Other Certifications like UL,CE		
Media size	A4; Letter; Legal; 127 x 127 to 216 x 355.6 mm		
Tray Capacity	100-sheet tray 1, 250-sheet input tray 2		
Warranty	3 Year Onsite warranty		

Mono A3 Size: Qty. 1 No.

Item	Specifications	Offered (Y/N)	Deviation (details of alternate option offered, if any). Note: Specifications of an alternate option cannot be lower than the one that is proposed.
Speed	30 ppm minimum as per ISO/IEC		
Technology	Mono LaserJet Print, Copy, Scan		
Processor	At least 800 MHz		
Duplex	Automatic		

Memory	Minimum 1.2 GB		
Duty cycle	Minimum 80,000 pages		
Resolution	1200 x 1200		
Connectivity	1 Hi-Speed USB 2.0; 1 Host USB; 1 Gigabit Ethernet 10/100/1000T network;		
Language	PCL 5 & PCL 6, postscript level 3 emulation, URF, PCLM, PWG, Native Office		
Media size	A3; A4; A5; B4 (JIS); B5 (JIS)		
Tray Capacity	100-sheet tray 1, 500-sheet input tray 2		
Warranty	3 Year Onsite warranty		

A3 LaserJet colour

Qty. 2 No.

<u>Item</u>	<u>Specifications</u>	<u>Offered (Y/N)</u>	Deviation (details of alternate option offered, if any). Note: Specifications of an alternate option cannot be lower than the one that is proposed.
<u>Speed</u>	<u>30 ppm</u>		
<u>Technology</u>	<u>LaserJet colour</u>		
<u>processor</u>	<u>Minimum 1000 MHz</u>		
<u>Duplex</u>	<u>Automatic</u>		
<u>memory</u>	<u>Minimum 1 gbps</u>		
<u>Duty cycle</u>	<u>Minimum 1,20,000 pages</u>		
<u>Resolution</u>	<u>Up to 1200 x 1200 dpi</u>		
<u>Connectivity</u>	<u>Hi-Speed USB 2.0, built-in Fast Ethernet 10/100/1000 Base-TX</u>		
<u>Language</u>	<u>PCL 5 & PCL 6,</u>		
<u>Media size</u>	<u>A3, A4, A5, A6, B4, B5, 10 x 15 cm, envelopes (DL, C5, B5)</u>		
<u>Media types</u>	<u>Paper (extra heavy, glossy, heavy, heavy glossy, high gloss images, intermediate, light, plain, recycle, tough), envelopes, labels, transparencies</u>		
<u>Tray Capacity</u>	<u>Should support multipurpose tray</u>		
<u>Warranty</u>	<u>3 Year Onsite warranty</u>		

The Vendor should be an authorized, service provider, authorization from OEM requires if submitted through distributor/channel partners/agents of the manufacturer. If the offer is directly submitted by the OEM, authorization is not required

Section 7: Unpriced Bill of Quantities – Make Model Definition

SECTION 7					
PRICED BOQ FORMAT FOR SUPPLY/ SERVICE, INSTALLATION, TESTING & COMMISSIONING OF PRINTERS FOR NID, AHMEDABAD					
Sr. No	Description	UOM	Total Qty	Male/Part number	Model (All the partcodes required to complete the set with quantities of each required should be mentioned))
1.	SITC of Multifunction Mono A4 Size printer and accessories with 3 Years warranty	Nos.	10		
2.	SITC of Mono A3 Size printer and accessories with 3 Years warranty	Nos.	01		
3.	SITC of A3 LaserJet colour printer and accessories with 3 Years warranty	Nos.	02		
4.	Any other item required to complete the installation	-	-		

Note:

- (a) Prices are to be inclusive of 3 Yrs comprehensive warranty.
- (b) Model (All the partcodes required to complete the set with quantities of each required should be mentioned)

SECTION – 9 - ANNEXURES

Annexure I

EMD Details

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	EMD			

Annexure II : Tender Letter form

TENDER LETTER FORM

Date: __

From (Registered name and address of the Bidder.)

To, The Director
National Institute of Design
Opp Musuem, Paldi Ahmedabad 380007
Gujarat – India

Date:

Sir,

Having examined the tendering documents, we the undersigned, offer to supply, install, test, integrate and commission of Multiple Systems as detailed in the bidding document(as enclosed) in response to T/E numberdated

We undertake to maintain validity of the Tender for a period of 4(120 days) months from the last date of Tender submission as specified in the bidding document or extended. The same shall remain binding upon us and may be accepted at any time before the expiration of that period.

supply, install, test, integrate, commission and maintain the " various printers" for a period of 36 months (warranty period) in conformity with the bidding documents (and as amended from time to time).

Assistance in Operation and Comprehensive Maintenance of system for a period of 3 years (after commissioning of the printers). Commission the "Printers" within the timeframe as defined in the Tender documents (and as amended from time to time) execute work-order in totality and provide all securities & guarantees as required in the Tender document (and as amended from time to time). Until a formal work-order is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding work-order on us.

Certify that products and Systems to be supplied shall be from eligible countries as specified in the above-mentioned T/E document.

We hereby confirm full compliance with all of terms and conditions of this tender Dated this __ day of _____.

Signature

(in the capacity of)

Duly authorized to sign Tender for and on behalf of

Witness: (Signatures with name and designation), Address, etc:

Annexure III : Manufacture's Authorization From

Date:

To, The Director
National Institute of Design
Opp Musuem, Paldi Ahmedabad 380007
Gujarat – India

RFP Ref: **Tender Enquiry No. NID/IT/05/2023-24** dated _____ and due on _____

Sub: Authorization Letter for Bidding for the above tender

Dear Sir,

We _____ who are established and reputable manufacturers and head office /manufacturing hereby authorize _____ to submit a bid, and sign the work-order with NID for the goods manufactured by us against the above Invitation for Bid.

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

Yours faithfully,
Authorized
Signatory