

GOVERNMENT OF INDIA  
**OFFICE OF THE DEVELOPMENT COMMISSIONER**  
**(Micro, Small and Medium Enterprises)**  
NIRMAN BHAWAN, 7<sup>TH</sup> FLOORS, "A" WING,  
MAULANA AZAD ROAD,  
NEW DELHI 110 011

**"NOTICE INVITING TENDER"**

For

**Annual Maintenance contract of Finger Attendance Machine**

On behalf of President of India, Office of the Development Commissioner (MSME), Ministry of Micro, Small & Medium Enterprises, Government of India, invites sealed bids, from service providers for Annual Maintenance contract of Finger Attendance Machine. **The AMC shall be for a period of one year.**

**1. General**

- 1.1 Tender Document can be downloaded from the websites  
([www.smallindustryindia.com](http://www.smallindustryindia.com) or [www.laghu-udyog.com](http://www.laghu-udyog.com))
- 1.2 **Details of Bid:** -
- a) Bid Reference Tender No: 71(3)/Finger Attn/HQ/SENET/2007
- b) Last date and time of receipt of bid **Sept,28th 2007**, 16:30 hrs
- c) Place of receiving the bid Room No. 737, SENET Division,  
O/o Development Commissioner (MSME)  
Ministry of MSME, Government of India,  
7<sup>th</sup> Floor, A-wing, Nirman Bhawan  
Maulana Azad Road, New Delhi-110011.
- d) Address for communication: O/o Development Commissioner (MSME)  
Ministry of MSME, Government of India,  
7<sup>th</sup> Floor, A-wing, Nirman Bhawan,  
Maulana Azad Road, New Delhi-110011.

**2. Bidding Procedure**

- a) Bids are invited in two Bid systems, (1) Technical and (2) Commercial, Which shall be sealed separately and enclosed in a single sealed envelope.
- b) Sealed Bids shall be received, not later than **16:30** hrs on **Sept, 28th, 2007**. No Bids will be accepted after this date & time under any circumstances. This office will not be responsible for any postal/courier delay and also for reasons beyond the control of this office.

- c) Technical Bids must contain the EMD for specified amount, along with complete technical details as desired by this tender. First Technical Bids of all the tenders will be opened on pre scheduled date, time & venue. Technical Bids without EMD will be summarily rejected. Requirement of EMD is exempted from those bidders like State/Central PSUs; Government of India Societies (established under relevant Act).
- d) The Commercial Bids of only successful Technical Bids will be opened on pre scheduled date, time & venue.
- e) All the bids must be accompanied by a bid security (EMD) of the amount of **Rs.5, 000/- (Rupees Five Thousand only)** in a form of a Bank Guarantee/ Bank Draft issued by any commercial Bank in favour of PAO (SSI), payable at New Delhi.
- f) All bids must be delivered to the office of SENET Division, Room No. 737, office of the DC (MSME), Nirman Bhawan, New Delhi-110011.
- g) All relevant rules and regulations of Government of India will be final and applicable & binding on all bidders.
- h) All commercial bids must contain "terms of payment, delivery period", etc.  
Tenderers may also please note that, as per relevant rules, any advance to the supplier may require submission of a valid bank guarantee in lieu of the advance amount to be paid. Further, the successful bidder may have to submit a "Performance Guarantee" for proper functioning of the web content management (Hindi &English) throughout the contract period.

### **3. Qualification Criteria:**

- a) The bidder shall preferably be a Government Department / organization / Society (registered under established relevant central Acts) or those who have been approved by / served to, any Government Department / organization.
- b) The bidder shall have experience preferably in Maintenance of Biometric Finger Attendance Machine. & Other related matters as given below:
- c) The bidder shall have to provide services required at New Delhi.

### **4. Period of validity of bid:**

The bid shall remain valid for 60 days after the date of bid opening. If any bidder withdraws his tender before the said period shall -without prejudice to any other right or remedy, be at liberty to forfeit the Bid Security absolutely.

### **5. Submission of Bids:**

- a) The first envelope shall be super scribed with the name of work and the words "**Technical Bid**" in capital letters. The first envelope shall be opened on the date of opening of tender. The bidder should specifically provide full

technical details of the service offered and also shall provide full details of deviation they intend to make from the technical specifications and contract terms detailed in the Bid. No price details shall be given in this envelope. Violation to this would result in invalidation of tender. The Bid Security shall be enclosed with the envelope marked "**Technical Bid**".

- b) The second envelope shall be super scribed with the name of work and the words "Price Bid \"**Commercial Bid**\"" in capital letters. It shall contain full details of the price & commercial conditions. Any deviation from our standard conditions shall be specifically spelt out.
- c) Any deviation of any sort e.g. Technical or Commercial terms and conditions shall be specifically indicated in the Technical Bid itself.
- d) Silence or use of the word "**Noted**" against any of the Bid conditions shall mean bidder agrees to comply with that/those conditions of Bid,
- e) The firms who have submitted the bids and whose offers are found technically suitable shall be informed of the opening date of the second envelop i.e. **Price Bid (Commercial Bid)**"
- f) All offers shall be made available in hard and soft copies as specified in the technical specifications and should be signed by the authorized signatory of the firm on all the pages of the hard copy.
- g) All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form,
- h) The bid should be submitted in the prescribed bid format given as prescribed in point 2, of this document. All columns of the bid form should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. All relevant product literature must be enclosed with the bid.
- i) No bid maybe modified subsequent to the deadline for submission.
- j) Bidders shall furnish clause-by-clause commentary on all clauses of Bid Document including Technical Specifications,
- k) The date of opening the bid will be communicate separately.

## **6. Opening of Bids:**

- a) The purchaser will open the Technical bids after scheduling time, date and venue in the presence of the bidders' representatives who choose to attend,
- b) The bidders' representatives who will be present shall sign in the designated register evidencing their attendance, In the event of the specific bid opening being declared a holiday for the purchaser, the bid shall be opened at the same time and location on the next working day.
- c) The bidders' names, bid withdrawals, presence of bid security and such other details as the Purchaser at his discretion may consider appropriate will be announced at the bid opening.

- d) The firms who have submitted the bids and whose offers are found technically suitable shall be informed of the opening date of the second envelop i.e. "Price Bid (Commercial Bid)".

## **7. Clarification of Bids:**

To assist the examination, evaluation and comparison of bids the Purchaser with the help of consultant may at its discretion, ask the bidder for clarification of its 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,

## **8. Evaluation of Bids:**

- a) The Purchaser will examine the bids to determine whether:
  - i. They are complete
  - ii. Required EMDs etc have been furnished,
  - iii. The documents have been properly signed; and
- b) Evaluation of bids shall be done based on the information furnished by the bidder. The conformity of the bids to the technical specifications and commercial terms and conditions shall be examined. Responsiveness of the bid shall be determined based on the technical and financial capability of the bidder to execute the contract.
- c) The Purchaser will examine the bids to determine:
  - i. The correctness of the information furnished by the bidder in its bid. In case any information is found to be incorrect/false, the bid shall be considered as non-responsive.
  - ii. The substantial responsiveness of each bid to the bidding. For purposes of these clauses, a substantially responsive bid is one, which conforms to all technical specifications and terms and conditions of the bidding documents without material or commercial deviations. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
  - iii. Arithmetic errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.

If there is a discrepancy between words and figures, the amount whichever is lower will prevail,
  - iv. Purchaser may contact and verify bidder's information, references and data submitted in the bid without further reference to bidders.

- v. Purchaser reserves the right to use and interpret the bids as it may, in its discretion, consider appropriate, when selecting bidders for granting of the letter of intent/ Notification of Award of contract,
- vi. Purchaser may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.
- vii. The purchaser may seek clarification in writing from bidder by fax. Bidder shall be promptly reply by fax within the time limit specified in the clarification letter from the purchaser,
- viii. The comparison shall be of total price of the goods offered inclusive of all taxes.

**9. Purchaser's right to accept or reject any or all bids:**

- a) The Purchaser reserves the right to accept or reject any bids and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.
- b) The acceptance offender, will rest with DC (MSME) who does not bind himself to accept the lowest bid and reserves himself the right to reject any or all the tenders received without the assignment of any reason? All the bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- c) The DC (MSME) does not bind himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of tender and bidder shall be bound to perform the same at the rate quoted.
- d) Canvassing in connection with tenders is illegal & strictly prohibited and the tenders submitted by the bidders, who resort to canvassing, will be rejected.

**10. Prices:**

Price charged by the bidder for any goods and services under the Contract shall not vary from the prices quoted by the Supplier in its bid,

**11. Termination by default:**

- a) The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to Supplier, terminate the Contract in whole or part:

- i) If the Supplier fails to provide services/rectify the fault within the time period specified in the Contract or any extension thereof granted by the Purchaser,
  - ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Para 11 above, the Purchaser may procure, upon such terms and in such manner, as it deem appropriate, goods similar to those undelivered for any excess costs for such similar goods/services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **12. Resolution of Disputes:**

- a) The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- b) If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national forum. The mechanism shall be specified in the Special Condition of Contract.

## **13. Applicable Law:**

The Contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of court in Delhi.

## **14. Notices**

- a) Any notices given by one party to the other pursuant to the Contract shall be sent in writing or by fax / telex / cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- b) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **15. Taxes and Duties**

Supplier shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the Contracted Goods & services to the Purchaser. No tax or duty will be payable by the purchaser. If there is any enhancement in the taxes, duties, license fees etc, during the service period, the enhanced expenditure will be paid by the purchaser.

## 16. General

The following Special Conditions of Contract shall supplement the General Conditions of Contract, whenever there is conflict provisions herein shall prevail over those in the General Conditions of Contract.

- Supplier must depute a minimum one-service engineer once in a week for handling the users problems etc. The service engineer will be responsible for the scope of work as mentioned in Technical work below and will work at SENET/HE Division O/o DC (MSME) Nirman Bhawan.

## 17. Payment

The payment to the Contractor under the Contract will be on quarterly / half yearly basis as per Government of India rules.

## 18. Notices

For the purposes of all notices, the following shall be the address of the Purchaser and Supplier:

### **Purchaser:**

Development Commissioner (MSME)  
Ministry of Micro, Small & Medium Enterprises, Govt of India 7<sup>th</sup> floor,  
A-wing, Nirman Bhawan, New Delhi-110 011

**Supplier:** (To be filled at the time of Contract Signature)

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## **TERMS AND CONDITIONS:**

### **TECHNICAL:**

#### **1. Scope of Work**

Maintenance, repair and regular up-dation of the all associated activities linked with the work related to Finger Attendance Machine, excluding replacement of any part.

The following shall also be covered under the scope of this work:

<b>S.N</b>	<b>Description</b>	<b>Qty</b>
1.	Finger Print Attendance Machine, Model: TAU-01 (Finger Print+ USB Port)	04
2.	HRD time office software (TAMS-7.1.3) TAMS Professional-Multi user Software	1.
3.	Convertor-EPC-402	1.
4.	Repair of damage cables etc	As and When required

#### **4. Service warranty:**

- a)The bidder should cover services provided including the quality of workmanship under warranty.
- b) The firm shall provide the above mentioned **maintenance service** under the agreement to keep the systems in good working conditions which shall also include the periodical corrective and remedial maintenance service.
- c) The complaints should be attended to on the same day they are reported.
- d) The firm shall provide all normal tools and testing equipments needed for maintenance of the system at its own cost.
- e)During the contract period, it will be responsibility to keep of the service provider to the equipment in perfect working order. The repair works will have to be carried out at the location of the equipment except in exceptional circumstances where the equipment or any component may

be require to be taken out for repair in workshop, for which specific written permission should be obtained in such cases the standby arrangements are required to be made by the company. Once accepted the rate will not be altered during the contract period.

- f) The payment towards the AMC charges would be made on half-yearly basis at the end of every six months.
- g) If the firm fails to attend the complaint within 48 hrs, a reasonable penalty of 5% may be deducted from the gross amount of half yearly bill.
- h) If the work of the firm is found unsatisfactory or if the firms dishonor the contract, the job will be entrusted to others and the decision of the DC (MSME) will be final and binding of the contract. In that case the payment of last quarter/half yearly amount will not be made.
- i) The representative of the service provider will process the data recorded and submit the report on monthly basis.

**Note:** - Fax/Telex and incomplete offers will be rejected. The Office of D. C (MSME) Ministry of Micro, Small and Medium Enterprises, Government of India will have the right to accept or reject any or all bids received at their absolute discretion without assigning any reasons what so ever.