



NATIONAL INSTITUTE OF DESIGN, ASSAM
Tocklai, Rajabari, Jorhat-785014 Assam

(NIDJ/2023-24/S&P/BIDS&RFQ/AMC-0270)

Request for Bid

For

“Non-Comprehensive AMC for online/ onsite service for RFID technology implemented at Knowledge Management Centre (KMC), National Institute of Design, Assam”

Subject: Notice Inviting Bids for Non-Comprehensive Annual Maintenance Contract (AMC) for RFID technology implemented at Knowledge Management Centre National Institute of Design, Assam

1. INTRODUCTION:

National Institute of Design, Assam is an institution of National Importance established under the *Department for Promotion of Industry and Internal Trade (DPIIT)*, Ministry of Commerce & Industry, Govt. of India, with its mandate to provide world-class design education.

Sealed tenders are invited to Annual Maintenance Contract (AMC) of RFID technology at the Knowledge Management Centre (KMC) from a professional Firm/ Company having competence in this field.

Date & Time For:	Date and Time
Date, Time & Venue of Pre-bid Meeting	11-07-2024 at 2:30 PM
Tender Document Publishing Date	05-07-2024 at 09:30 AM
Tender Submission Start Date	12-07-2024 from 09:00 AM
Tender Submission End Date	29-07-2024 till 05:00 PM
Last date of sending query through email related to the Tender document	10-07-2024 till 12:30 PM
Last date of physical submission of documents as specified in the Tender document (Super scribing Name of work, Tender No., and Date/Time of Opening) in a separate sealed envelope with a complete postal address.	29-07-2024 up-to 5:00 PM
Date of Opening of documents	30-07-2024 at 3:00 PM
Address for submission of Hard Copies	NATIONAL INSTITUTE OF DESIGN, ASSAM Tocklai, Rajabari, Jorhat-785014 Assam

Detailed Terms and conditions, Scope of work, various formats, and proforma for submitting the proposal are described in this tender document and its Annexures. For any query, please send an email to tenders@nidj.ac.in or contact on Phone No. 0376-231-0108

Sd/-

National Institute of Design, Assam

2. INVITATION OF TENDER:

NID, Assam invites online tenders in **Two Bid format** for the AMC of RFID Technology on Contract basis as per the details mentioned in this tender document.

i.Part I (Techno-commercial bid): This part shall contain all the required details and information except for the price quote and should be furnished in accordance with the format provided in this tender document.

ii.Part II (Price bid): This part shall contain only the prices and should be furnished by the format provided in this tender document.

iii. If the tenderer includes pricing information of any form in Part-I (Techno-commercial) of the tender, such offers are liable for rejection without any notice to the tenderer. The **techno-commercial and price bids** should be sealed in two separate and marked envelopes, before putting them in a bigger envelope.

3. ELIGIBILITY CRITERIA:

i. This invitation of Bids is open to all bidders who meet the **Eligibility criteria** of the tender documents.

ii. The Bidders shall bear all costs associated with the preparation and submission of their bids and the institute will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

It may please be noted that any clarifications required in this tender either technical or otherwise shall be clarified before submission of bid. Bidder shall not have any right to revise their price bid after passing of the due date & time of submission of bids.

iii. Bids shall be complete in all respects and shall include properly filled-in prices and other details as necessary.

- iv. The Bidder must have Trade License/ Company Registration Certificate etc
- v. The Bidder must have GST Registration.
- vi. The Bidder must have PAN Card of the Firm/Company
- vii. The Bidders should not be blacklisted/debarred by any Board/University/Govt. Department/PSU for this deficiency in service in complying with the orders entrusted to the firm/company.
- viii. The Bidders must have Valid ISO 9001-2015 Registration certificate.
- ix. The Bidder has to be profitable and should not have incurred loss in the last three financial year.
- x. The Bidder should have and average turnover of Rs.100000.00 CA certified copy be enclosed.
- xi. The Bidder must have ITR filing record of last three financial year.
- xii. The Bidder should have a registered office in Assam
- xiii. The Bidder shall have past experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years (ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

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3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

4. OPENING OF TENDERS

- i. Unless otherwise rescheduled with advance intimation to the tenderers, tender will be opened in two stages on the date and time indicated in the tender papers.
- ii. The tenderers whose Techno-commercial part (Part-I) are found suitable/acceptable to NID, Assam, will be given advance intimation to enable such tenderers to depute their representative to participate in the opening of the Part-II (Price Bid) of the tender. The technically unqualified tenderers will neither be given any intimation about the date and time of opening of Part-II (Price Bid) of the tender nor will they be permitted to participate in the opening of the same. However, their EMD shall be refunded without any interest, thereon.

5. AUTHORITY LETTER

- i. The tenderers who wish to participate in the opening of the tenders may depute their representatives to NID, Assam on the respective date and time as indicated in the tender notice with an authority letter addressed to the **Chief Administrative Officer, NID, Assam**, which should be produced to the officers who are opening the tenders, on demand to prove the identity of the representative who participates in the opening of the tender.
- ii. The tenderer's representative, who reaches late to the venue of the tender opening, i.e., after the scheduled time of commencement for opening of the tenders, may not be allowed to take part in the tender opening. It should be noted that only **one** representative of each tenderer will be permitted to participate in the tender opening.

6. TECHNICAL CLARIFICATIONS

After opening of Part-I (Techno-commercial) of the tender, if it becomes necessary for NID, Assam to seek clarifications from the tenderers, the same will be sought for from the tenderers.

7. DATE FOR OPENING OF PART II (PRICE BID):

After completion of technical evaluation, Part-II (Price Bid) of only technically qualified tenderers shall be opened. The date and time of opening of Part-II (Price Bid) shall be intimated only to the technically qualified tenderers.

8. HOLIDAYS:

If the date specified for the opening of the tenders is declared as a holiday by the competent authority due to any reasons, then the date for opening of tenders will get postponed automatically to the next working day.

9. VALIDITY OF OFFERS:

Offers shall be kept valid for acceptance for a period of six months from the date of opening of Part-I of the tender and may be increased with mutual consent.

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10. PERIOD OF CONTRACT:

The contract period is for one year (Extendable for next one year upon satisfactory performance on mutual agreement and on same terms and conditions)

11. PAST PERFORMANCE:

In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfilment of terms and conditions of the contract, their offer is liable to be rejected by NID, Assam.

12. ACCEPTANCE OF TENDER:

The acceptance of offer shall be communicated to the successful bidder through a letter of intent.

13. EXECUTION OF AGREEMENT:

The tenderer(s) whose tender(s) is/are accepted shall be required to be present at the office of the Chief Administrative Officer of the Institute in person or if a firm or company by their authorized representative to execute an agreement on non-judicial stamp paper of Rs. 100/- for satisfactory completion of the job incorporating the conditions mentioned in the tender document and conditions if any subsequently agreed/modified, within 15 days from date of issuance of the letter of intent. Failure to do the same shall constitute a breach of contract affected by the acceptance of the letter of intent, in which case the EMD shall be forfeited.

14. TERMINATION OF CONTRACT:

The contract shall stand terminated on account of

- i. Unsatisfactory performance during the three-month's trial period or extended trial period
- ii. On expiry of the contract period if not extended further.
- iii. In case of unsatisfactory performance or for any other reason, the contract can be terminated at any time during the tenure of the contract at the sole direction of NID, Assam by giving one month notice to the contractor.
- iv. The contract shall stand terminated in the event of filing any legal petition against NID, Assam by the CONTRACTOR or any of his employees with regards to labour/ laws/ rules or in case of any agitation/ strike initiated by the CONTRACTOR's employees.
- v. In case, the CONTRACTOR wants to discontinue the contract, he has to serve 3 (three) months advance notice to NID, Assam in writing narrating the reason for discontinuation.
- vi. If the CONTRACTOR suspends the services without any notice to NID, Assam, the whole amount of security deposit shall be forfeited in addition to the loss incurred in making alternate arrangements during the shortfall in the notice period.

15. SUB-CONTRACT:

The firm shall not unilaterally transfer or assign or sublet any part of this agreement wholly or partially or otherwise the conduct of said proposal to any other person, firm or company or any other institution/ organization.

16. RIGHT FOR CANCELLATION:

The Competent Authority NID, Assam reserves the right to accept or reject any offer in part or full thereof without assigning any reason at any stage of the process.

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17. SECURITY DEPOSIT:

The successful firm/company shall deposit with NID, Assam 10% of quoted value of the contract security deposit within 10 days from the date of issue of letter of intent in the form of **demand draft/bank guarantee from SBI/nationalized banks or any one of the scheduled banks** issued in favour of “National Institute of Design, Assam” payable at Jorhat. or through online transfer to the following account.

Account Holder Name: National Institute of Design, Assam

A/C No.: 40153013234

IFSC: SBIN0004460

Bank Name SBI, Branch: Gar Ali, Jorhat

- i. Upon the successful completion of the AMC Tenure, the Security Deposit shall be refunded, and no interest shall be paid thereon. The security deposit shall be refunded to the firm after 3 months from the date of expiry of the contract after adjusting of any dues to be recovered from the firm.
- ii. The whole amount of the Security Deposit will be liable to forfeiture in case of breach of any of the terms agreed upon by the firm. The security deposit shall also be liable to appropriation against dues payable to NID, Assam under the agreement or damage or expenses that may be sustained by NID, Assam as a result of negligence or such acts and omissions on the part of the firm or the persons deployed by him at NID, Assam.

In the event of such adjustment of security deposit fully or partly, the firm shall immediately make good the amount so appropriated from the security deposit in the form of demand draft failing which it shall be adjusted from the amount payable to the firm.

- iii. The Security Deposit shall be held by NID, Assam as security for the due performance of the firm’s obligations under the Contract, PROVIDED that nothing herein stated shall make it incumbent upon NID, Assam to utilize the Security Deposit in preference to any other remedy which NID, Assam may have, nor shall be construed as confining the claims of NID, Assam against the firm to the quantum of the Security Deposit.

18. PERMIT AND LICENSES:

The firm shall secure and pay for all licenses and permits at his end which he may be required to comply with all laws, ordinances and regulations of the public authorities in connection with the performance of his obligations under the contract. The firm shall be responsible for all damages and shall indemnify and keep NID, Assam harmless against all claims for damages and liability which may arise out of the failure of the firm to secure and pay for any such licenses and permits or to comply fully with any applicable laws, ordinances, and regulations.

19. PAYMENT:

- i. No advance payment will be made to the successful Bidder. Maintenance support charges shall be made pro-rata quarterly (at the end of each quarter) to the contractor upon satisfactory services provided to NID Assam on support activities for system maintenance during the period.

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- ii. No claim for interest will be entertained by NID, Assam in respect of any payment withheld with NID, Assam due to a discrepancy between NID, Assam & Firm or due to administrative delay for reasons beyond the control of NID, Assam.

20. PENALTY FOR DOWNTIME OF SYSTEM:

- i. The agency will provide system-generated reports in support of 100% uptime every month on the last working day of every month. There will be a penalty of Rs.500.00 per day for downtime up to a maximum of 10% of annual maintenance if it is other than NID Assam Issue.
- ii. Penalty shall be deducted from the running payments.

21. WAIVER:

No failure or delay by NID, Assam in enforcing any right to remedy of NID, Assam in terms of the Contract or any obligation or liability of the FIRM in terms thereof, shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by NID, Assam and notwithstanding such failure or delay, NID, Assam shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

22. SETTLEMENT OF DISPUTES:

- i. NID, Assam and the Firm 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.
- ii. If the parties have failed to resolve their dispute or differences by such mutual consultation, then either the Institute or the Vendor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or differences in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

23. ARBITRATION:

- i. If dispute or difference of any kind arises between NID Assam and the vendor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- ii. If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Director, NID Assam as per provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed thereunder. His/ her/its decision will be final & binding on both the parties.

The venue of arbitration shall be Jorhat Assam, India. Subject as aforesaid, the provision of the Arbitration and Constitution Act 1996 and any statutory modifications or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

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24. LEGAL JURISDICTION:

The agreement shall be deemed to have been concluded in Jorhat and all obligations hereunder shall be deemed to be located at Jorhat and the Court within Jorhat will have jurisdiction to the exclusion of all other Courts.

SECTION 'B'

1. General terms and conditions of the AMC:

- i. The Firm should be able to maintain and run smoothly the existing Koha software, Lib-Secure RFID Server and RFID Hardware installed in the library.
- ii. The institute will not replace/buy any RFID Hardware/Software/Firmware etc from the Firm for smooth running of the system. If a contract is awarded, then the Firm should be able to operate the existing system smoothly.
- iii. Authorization letter from OEM to be provided mentioning that the Firm has experience of providing AMC of installed RFID Hardware.
- iv. Interested Firms/Organizations are requested to visit the library to clarify any query about Installed Hardware and software before bidding the Tender.
- v. The Firm should be able to provide a Local Technical person within 24 hrs in case of any hardware or software failure for rectifying and solving the issues immediately.
- vi. Preference will be given to firm who has registered office in North-East India. The firm Should not have been blacklisted /debarred by any educational Board or University for this deficiency in service in complying with the orders entrusted to the (Declaration to this effect is to be furnished). Any false declaration would lead to rejection of Bids. (Self Attested declaration must be attached along with the Technical Bid).
- vii. 24X7 online support service should be provided.
- viii. The estimated amount for the Annual maintenance Contract (AMC) for one year will be 1,00000.00(Excluding GST)
- ix. The AMC cost includes all the charges for rendering service throughout the period.
- x. The maintenance work shall normally be done during the working hours of the customer. However, in case of emergency maintenance must be beyond office hours prior arrangement through proper communication should be worked out.
- xi. Maintain confidentiality regarding all information obtained within the written, verbal and other sensitive materials held within the system and in premises.

2. The Firm must work with the existing systems implemented at KMC NID Assam. The details of the systems are as mentioned below.

Sl. No.	System Components/items/services	Quantity installed, available at KMC
1	Self-Issue Return KIOSK Station	1
2	Multi-Purpose Staff Station	1
3	RFID Security Gate (Single Lane)	1
4	Smart display with attendance: RFID Web-Based	1

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	Application	
5	Automatic book drop station	1

3. RATE:

The rates may be furnished in the **Financial Bid (Annexure IV)** and shall remain fixed. The rates quoted by the FIRM in all the relevant annexure shall deem to include all expenses whatsoever that the FIRM may be required to incur for providing online/ Onsite services of RFID Technology implemented at the Knowledge Management Centre of NID Assam

ANNEXURE I
TECHNICAL BID PROFORMA
COMPANY PROFILE

Sl.No	Firm Details	Particulars
1	Firm Name	
2	Address	
3	Registered Address	
4	Contact Person with phone numbers	
5	Email ID	
6	Name & designation of the person authorized to make commitments	
7	Type of Company	
8	Year of Establishment	
9	Certificate of Registration	
10	PAN No	
11	GST Registration details	
12	TD signed on all pages and stamped	
13	Details of gross income of the firm as evident from the Audited Statement of last three financial year	
14	Security Money	
15	Experience in dealing with Central /State Educational Institutions/ Central/State Government Departments (Indicate the names of the Department and years of dealing with those Departments and attach copies of contracts orders placed on the firms)	

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16	User List	
17	Affidavit on non-judicial Stamp paper of Rs.10/- that there is no Vigilance /other case pending against the firm	
18	Additional information, if any (Attach separate sheet, if required)	

Note: This Performa shall be filled in by the bidder without which the bid may not be considered for evaluation. Documentary proof has to be enclosed for all the particulars mentioned in the Technical Bid Performa.

Authorized Signature and seal of the bidder

ANNEXURE II

TECHNICAL BID CHECKLIST

CHECKLIST TO BE SUBMITTED BY THE TENDERER ALONG WITH THE TENDER AND ARRANGED ACCORDINGLY

Mention YES/NO with the details required

Sl.No	Documents	Yes/No
1	A forwarding letter duly signed by the authorized signatory	
2	Tender document signed in all the pages	
3	Trade License/ Company Registration Certificate etc	
4	GST Registration with last three month GST return	
5	PAN Card of the Firm/Company	
6	Self-Declaration in original in Indian Non-Judicial Paper of Rs.100.00 that the firm/company is not blacklisted/debarred by any Board or University for this deficiency in service in complying with the orders entrusted to the firm/company.	
7	Valid ISO 9001-2015 Registration certificate. (copy)	
8	The firm/Company has to be profitable and should not have incurred loss in the last three financial year. Copy of profit and loss Account and Balance Sheet to be enclosed	
9	The firm should have and average turnover of Rs.100000.00 CA certified copy be enclosed	
10	ITR of last three financial year to be enclosed.	
11	The firm should have registered office in Assam	
12	<p>Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years (ending month of March prior to the bid opening): -</p> <ol style="list-style-type: none"> 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost. 	

ANNEXURE III
DECLARATION

We solemnly declare that we have attached all the documents mentioned above and in the tender. We also understand that non-compliance of any document will be treated as non-respective tender, and we will lose our claim to participate in the tender enquiry automatically and our tender will be liable to be rejected.

Signature of Authorised Person:

Name of the Authorised Person:

Seal of the Company/firm

ANNEXURE IV

FINANCIAL BID

(To be enclosed in a separate sealed envelope)

1. Name of the Bidder Firm/Company
2. Name of the Proprietor
3. Address

Sl. No.	System Components/items/services	Quantity	Unit Price (Rs)	Amount (Rs)

Note: Rates must be inclusive of all taxes and including transportation of the material to the Institute directly from the printer's place along with insurance charges.

(Please Sign in All the Pages of Price Bid)

Authorized Signature and seal of Tenderer

Date:

Place: