

TECHNOLOGY UPGRADATION

**INVITATION FOR BIDS
FOR
EXTERNAL HARD DISK STORAGE, HP LASER JET
PRINTERS, HP COLOR LASERJET PRINTER & HP
COMPAQ DESKTOPS (CPU only)
FOR
HSCC (INDIA) LIMITED
AT
E-6A Sector 1,
NOIDA**

**THROUGH
E-PROCUREMENT ONLY**

TENDER DOCUMENT

Tender No.: HSCC/IT/07/62 dated 24.08.2007

Date: 24.08.2007

INVITATION FOR BID THROUGH E-PROCUREMENT

To,

(Prospective Bidder).....

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Our Ref.: HSCC/IT/07/62 dated 24.08.2007

**SUBJECT : INVITATION FOR BIDS FOR SUPPLY OF 10 Nos. 160GB
USB EXTERNAL HARD DISK DRIVE, 4 NOS. HP LASER
JET 1022 PRINTERS, 1 NO. HP COLOR LASERJET 5550dn
A3 SIZE PRINTER & 9 NOS. HP COMPAQ DESKTOPS
(CPU only) FOR HSCC (INDIA) LIMITED AT E-6A Sector-1,
NOIDA.**

Sir

1. Enclosed please find Bid Document for procurement of the subject item.
2. All the Line Items shall be evaluated separately and order/s placed accordingly.
3. The date for the Bid receipt and opening will be as displayed on the E-Procurement Website which is <http://www.tenderwizard.com/HSCC>.

Chief General Manager (PG-I)

Encl: As above

CONTENTS OF BID DOCUMENT

Item	Topic
Annexure – I	Technical Specifications
Annexure – II	Special Terms & Conditions
Annexure – III	General conditions of Purchase

Line Item 1 : 160GB External Portable Slim USB 2.0, 2.5" Hard Disk Drive
Quantity : 10 Nos.

TECHNICAL SPECIFICATIONS:

- USB external Hard Disk Drive capacity : **160 GB**
- Data storing capacity: 150 GB or more.
- Compatibility: USB 2.0 and USB 1.1, also backward Compatible Plug & Play
- Speed: 5400 RPM or more
- Buffer Size: Minimum 2 MB
- Seek Time: ~ 10 ms avg.
- Support: Windows 98, 98SE, ME, 2000, XP or Later version
- Power: Should draw power directly from USB port (**without External Power**).
- With standard accessories like USB Cable, Leather Case & installation CD etc.

Line Item 2 : Procurement of HP LaserJet Printers

Quantity

HP LaserJet 1022 Printer with all accessories and three years HP Warranty (on site comprehensive) with HP Carepacks/Support packs

4 Nos.

Line Item 3 : Procurement of HP Color LaserJet A3 Size Printer

Quantity

HP Color LaserJet 5550dn Printer (Q3715A) with all accessories and three years HP Warranty (on site comprehensive) with HP Carepacks /Support packs

1 No.

Contd.....[2]

[2]

**Line Item 4 : HP Compaq Desktops without Monitor, Keyboard & Mouse
(CPU only)**

Quantity : 9 nos.

TECHNICAL SPECIFICATIONS:

Intel Pentium Dual Processor
(2.8Ghz, 2MB L2 Cache, 800 MHz FSB) or higher
Minimum 512 MB DDR2 RAM
Minimum 80 GB Serial ATA hard Disk 7200 RPM
Combo CD-RW/DVD-ROM Drive
Gigabit NIC
Integrated High Definition audio
Genuine windows XP professional
3 years on site HP warranty (Comprehensive)

Special Terms & Conditions:

This order shall be governed by the following terms & conditions:

- 1. Price :** Price shall be inclusive of all statutory taxes, duties, levies, charges upto supply and inspection. Prices shall be firm. No escalation on any account whatsoever shall be payable.
- 2. Delivery address :** Manager(Systems),
HSCC(I) Ltd., E(6)-A, Sector-1,
Noida - 201 301.
- 3. BID SECURITY :** Rs.12,000/-(Rupees Twelve Thousand only) payable in favour of “HSCC India Ltd.” by Demand Draft of any Nationalised Bank/Scheduled Bank payable at New Delhi/Noida.
- 4. Excise, Sales Tax & Octroi /Entry Tax :** Inclusive.
- 5. Delivery Time :** For Line Item No. 1, 2 & 4 -
Two(2)weeks from the date of issue of Purchase order.
For Line Item No. 3 –
Three(3) weeks from the date of issue of Purchase order.
- 6. Liquidated damages :** Liquidated damages @Two(2)% per week on order value of delayed items subject to a maximum of 10% of the order value of delayed items shall be levied if the entire supply is not completed within the time given above. Once the maximum of 10% is reached, the Purchase order for that portion will be cancelled and the earnest money (EMD) forfeited.
- 7. Warranty period :** For Line Item No.1 - One year onsite warranty from the date of final inspection/demonstration.
For Line Item No. 2, 3 & 4 – Three years onsite comprehensive maintenance including labour & parts shall be provided through HP Compaq warranty/Care Packs/Support Packs from the date of final inspection/demonstration.

Contd.....[2]

[2]

8. Payment Terms : **For Line Item no. 2, 3 & 4.**

80% payment will be released on delivery & demonstration of the items (HP Compaq Desktops (CPU only), HP LaserJet 1022 Printers and HP Color LaserJet 5550dn A3 size Printer) within two weeks of receipt of the Bill. Balance 20% payment will be released after submission of the HP Care Packs/Support Packs within two weeks of receipt of the Bill.

For Line Item no. 1

100% payment will be released on delivery and successfully demonstration of External Portable Slim USB 2.0, 2.5" Hard Disk Drive within two weeks of receipt of the bill.

9. Performance Bank Guarantee : **For Line Item No. 2, 3 & 4**

5% (Five Percent) of the order value in form of Bank guarantee/Demand Draft in favour of HSCC (India) Limited issued by any Nationalised/scheduled bank (bank Guarantee as per HSCC's format) on placement of order and valid for 3 years from the date of last supply. This performance security shall be submitted within 7 days of issue of purchase order.

10. TDS : **Tax shall be deducted at source as applicable.**

Please note that the above Special Terms and conditions overrule the relevant provisions in the General Conditions of Purchase mentioned in Annexure-III

GENERAL CONDITIONS OF PURCHASE

DEFINITIONS

1.1 In this Purchase Order, the following terms shall be interpreted as indicated.

- (a) "Purchase Order" means the letter of award issued by Hospital Services Consultancy Corporation (India) Ltd. [hereinafter referred to as HSCC] to the Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Prices" mean the price payable to the supplier under the Purchase Order for the full and proper performance of the contractual obligations;
- (c) "The Goods" means all of the equipment, machinery, and /or other materials which the Supplier is required to supply to HSCC under the order;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services;
- (e) "The Supplier" means the individual or firm supplying the Goods and services under the Purchase Order;
- (g) "Delivery Address" means where the Goods are required to be delivered at the destination.

2. APPLICATION

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of Annexure-II.

3. SPECIFICATIONS

3.1 The Goods supplied under this Purchase Order shall conform to the specifications mentioned in the Technical Specifications, and, when no applicable specification is mentioned, to the authoritative specifications appropriate to the Goods and such specifications shall be the latest as applicable in the IT industry.

4. USE OF PURCHASE DOCUMENTS AND INFORMATION

- 4.1 The Supplier shall not, without the HSCC's prior written consent, disclose the purchase order or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by HSCC in connection therewith, to any person other than a person employed by the Supplier in the performance of the purchase order. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the HSCC's prior written consent, make use of any documents or information enumerated in para 4.1 except for purposes of performing the Order.
- 4.3 Any document, other than the Purchase Order itself, enumerated in para 4.1 shall remain the property of HSCC and shall be returned (in all copies) to HSCC on completion of the Supplier's performance under the order if so required by HSCC.

5. PATENT RIGHTS

5.1 The Supplier shall indemnify HSCC against all third party claims of infringement of patent, trademark, or industrial design right arising from use of the Goods or any part thereof.

6. PERFORMANCE SECURITY (SECURITY DEPOSIT)

- 6.1 Within 7 days after the Supplier's receipt of notification and order copies of the Purchase Order, the Supplier shall furnish performance Security to HSCC in the amount specified elsewhere in this document.
- 6.2 The proceeds of the Performance Security shall be payable to HSCC as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Purchase Order.
- 6.3 The Performance Security will be discharged by HSCC and returned to the supplier not later than 30 days following the date of expiry of the satisfactory warranty period of the goods offered.

- 6.4 The Performance Security shall be submitted in Indian Rupees & shall be in the form of Bank Guarantee/Demand Draft issued by Nationalised Bank or Scheduled Bank in favour of HSCC (India) Ltd. payable at Delhi/NOIDA.

7. INSPECTION

- 7.1 HSCC or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Purchase Order. The Special Conditions of Purchase Order and/or the Technical Specifications shall specify what inspection and tests HSCC requires and where they are to be conducted. HSCC shall notify the Supplier in writing of the identity of any representative retained for these purposes.
- 7.2 The inspection and tests may be conducted on the premises of the Supplier or its Sub-Supplier(s) at point of delivery and/or at the Goods' final destination. Where conducted on the premises of the Supplier or its Sub-Supplier(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to HSCC.
- 7.3 The Stores will be inspected at HSCC's sole discretion before packing at the manufacturer's premises and on receipt at site by HSCC nominated representatives. The decision of HSCC(I) Ltd. in the matter of acceptability of the stores will be final and binding. In case HSCC desires, the demonstration/inspection and trials/testing will have to be got conducted at HSCC Office at Noida, at no extra cost.
- 7.4 Should any inspected or tested Goods fail to conform to the specifications, HSCC may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to HSCC.
- 7.5 HSCC's right to inspect, test and where necessary reject the Goods after the Goods' arrival at the Delivery address shall in no way be limited or waived by reasons of the Goods having previously been inspected, tested and passed by HSCC or his representative prior to the Goods, shipment.
- 7.6 Nothing in Clause 7 shall in anyway release the Supplier from any warranty or other obligations under this Purchase Order.

8. PACKING

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Purchase Order. The packing shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and absence of heavy handling facilities at all points in transit.
- 8.2 The packing marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the Purchase Order and, subject to clause 16, in any subsequent instructions ordered by HSCC.

9. DELIVERY AND DOCUMENTS

- 9.1 Delivery of the Goods shall be made by the Supplier within 7 days from the date of issue of Purchase Order and installation & commissioning to be done within 20 days from the date of issue of Purchase Order. In case spare parts and tools are also ordered with the Goods, the Supplier will undertake to offer spare parts and tools for delivery alongwith the main Goods only and not before.

10. INSURANCE

- 10.1 The Goods supplied under the Purchase Order shall be fully insured against various risks arising out of loss, damage, transportation, storage, delivery including erection and installations.
- 10.2 For delivery of goods at the delivery address, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war, risks, strikes, erection, storage etc.

11. TRANSPORTATION

- 11.1 To be arranged by the supplier. The supplier should be fully responsible for safe delivery of goods in good condition as per the terms of delivery.
- 11.2 Where the supplier is required under the Purchase Order to transport the Goods to a specified delivery address, transport of such related cost shall be included in the price.

12. PAYMENT TERMS

a) For Indian origin goods/Imported goods in stock:

12.1 The Supplier's request(s) for payment shall be made to HSCC in writing, accompanied by an invoice describing as appropriate, the Goods delivered and Services performed and by shipping documents, submitted pursuant to Clause 9 and upon fulfilment of other obligations stipulated in the Purchase Order. The payment shall be made in Indian Rupees.

12.2 a. 75% payment will be released pro-rata on delivery of material supplied at site within 7 days of receipt of the bill.
b. 25% payment shall be made after successful inspection/demonstration within 7 days of receipt of the bill.

13. PRICES

13.1 Prices charged by the Supplier for Goods delivered and Services performed under the Purchase Order, shall not vary from the prices quoted by the Supplier in their bid and shall remain firm during tenure of the contract.

14. DELAYS IN THE SUPPLIER'S PERFORMANCE

The time and the date specified in the Purchase Order for the delivery of the Goods shall be deemed to be the essence of the Order.

14.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by HSCC.

14.2 An unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its Performance Security, imposition of liquidated damages and/or termination of the Contract for default.

14.3 If at any time during performance of the Order, the Supplier or its sub-supplier(s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify HSCC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice HSCC shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Purchase Order.

15. LIQUIDATED DAMAGES

15.1 Subject to force - majeure, if the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Order, HSCC shall, without prejudice to its other remedies under the Purchase Order, deduct from the price, as Liquidated Damages, a sum equivalent to 0.5% of the delivered price for each week of delay until actual delivery of performance, upto a maximum deduction of 10% of contract Price once the maximum is reached, HSCC may consider termination of the Purchase Order.

16. TERMINATION FOR DEFAULT

16.1 HSCC without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Purchase Order in whole or in part.

(a) if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Order, or any extension thereof granted by HSCC pursuant to Clause 14, or

(b) if the Supplier fails to perform any other obligation(s) under the Purchase Order.

16.2 In the event HSCC terminates the Purchase Order in whole or in part, pursuant to para 16.1, HSCC may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered and the Supplier shall be liable to HSCC for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Order to the extent not terminated.

17. FORCE MAJEURE

17.1 Notwithstanding the provisions of Clauses 14, 15, 16, the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Order is the result of an event of Force Majeure.

17.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of HSCC either in its sovereign or contractual capacity wars or sovereign or contractual capacity wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

17.3 If a Force Majeure situation arises, the Supplier shall promptly notify HSCC in writing of such condition and the cause thereof. Unless otherwise directed by HSCC in writing, the Supplier shall continue to perform its obligations under the Order as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. TERMINATION FOR INSOLVENCY

18.1 HSCC may at any time terminate the Purchase Order by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to HSCC.

19. TERMINATION FOR CONVENIENCE

19.1 HSCC, may by written notice sent to the Supplier terminate the Purchase Order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for HSCC's convenience, the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective.

19.2 The goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by HSCC at the Purchase Order terms and prices. For remaining Goods HSCC may elect:

- (a) To have any portion completed and delivered at the Purchase Order terms and prices; and/or
- (b) To cancel the reminder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

20. RESOLUTION OF DISPUTES

20.1 HSCC 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 Purchase Order.

20.2 If, after thirty (30) days from the commencement of such informal negotiations, HSCC and the Supplier have been unable to resolve amicably a dispute either party may require that the dispute be referred for resolution to the Indian Arbitration by Indian Council of Arbitration in accordance with the Arbitration & Reconciliation Act 1996 with latest amendments, if any.

20.3 Venue of Arbitration in both cases shall be at New Delhi.

21. GOVERNING LANGUAGE

21.1 The Purchase Order shall be written in the language of the Bid (English Language) or as specified by HSCC. All correspondence and other documents pertaining to the Purchase Order which are exchanged by the parties shall be written in that same language.

22. APPLICABLE LAW

22.1 The Purchase Order shall be interpreted in accordance with the laws of the India.

23. NOTICES

23.1 Any notice given by one party to the other pursuant to the order shall be sent in writing or by Fax or cable and confirmed in writing to the address specified for that purpose in relevant annexure.

23.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. **TAXES AND DUTIES**
- 24.1 Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until delivery of the contracted Goods to HSCC.
25. **WARRANTY**
- 25.1 The supplier warrants that the Goods supplied under this Purchase Order are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless otherwise provided in the Order. The supplier further warrants that the Goods supplied under this order shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevalent in India.
- 25.2 This warranty shall remain valid as mentioned in Annexure II after the Goods have been satisfactorily installed & commissioned as duly certified by the appropriate authority.
- 25.3 The HSCC shall promptly notify the supplier in writing of any claim arising under this warranty.
- 25.4 Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the site. The Supplier shall take the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the consultant for the replaced parts thereafter. The warranty period will stand extended accordingly.
- 25.5 If the Supplier having been notified, fail to remedy the defect(s) within a reasonable period, HSCC may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which HSCC may have against the Supplier under the Purchase Order.
- 25.6 HSCC (I) Ltd. reserves the right to reject any set of equipment found defective within 30 days after the date of acceptance of equipment. The cost towards replacement will have to be borne by the supplier.
26. **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING**
- 26.1 The Supply, Installation, Testing and Commissioning of the equipment & trial run has to be done at site. No additional charges for installation and commissioning will be paid, other than quoted.
27. **TRAINING**
- 27.1 Free demonstration, operational and maintenance training will have to be provided at the site of installation to the assigned personnel, during trial period.
28. **MANUALS**
- 28.1 The supplier has to provide operation manual and maintenance manual alongwith each equipment. The maintenance manual should give details upto component level and the fault finding procedures with detailed illustrations.
29. **JURISDICTION**
- 29.1 All disputes arising out of the contract shall be subject to the jurisdiction of the appropriate court at Delhi only.
30. **SPECIAL NOTE**
- 30.1 HSCC is not bound to accept the lowest tender or any tender or to assign any reasons for non acceptance.
- 30.2 HSCC reserves right of selection of equipments without restrictions to price factor alone.
- 30.3 HSCC(I) Ltd. also reserves it's right to split an order on more than one party as it deems fit in respect of order.