Second Call

REQUEST FOR PROPOSAL (RFP)

For

Empanelment of Agency for supply and commissioning of Tablet Computer for students in the State of Chhattisgarh under

Chhattisgarh Yuva Soochana Kranti Yojana

Directorate of Technical Education, Chhattisgarh, Raipur (DTE)

Indrawati Bhavan,

3rd Block, 3rd & 4th Floor Naya Raipur, Chhattisgarh– 492002

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ACRONYMS AND DEFINITIONS

1	OS	Operating System
2	USB	Universal Serial Bus (USB) is a specification to establish communication between devices and a host controller, which has effectively replaced a variety of earlier interfaces such as serial and parallel ports.
3	GPRS	General packet radio service (GPRS) is a packet oriented mobile data service on the 2G, 3G and 4G cellular communication system
4	VGA	Video Graphics Array
5	Li-ion	A lithium-ion battery (sometimes Li-ion battery or LIB) is a family of rechargeable battery types in which lithium ions move from the negative electrode to the positive electrode during discharge, and back when charging.
6	WLAN	A wireless local area network (WLAN) links two or more devices using some wireless distribution method and usually providing a connection through an access point to the wider internet.
7	PBA	Printed Board Assembly
8	PCB	Printed Circuit Board
9	IC	Integrated Circuit
10	EMD	Earnest Money Deposit
11	FIPB	Foreign Investment Promotion Board
12	ICB	International Competitive Bidding
13	IEM	Industrial Entrepreneur Memorandum
14	ISO	International Organization for Standardization
15	INR	Indian Rupee
16	CD	Compact Disc
17	RFP	Request for Proposal
18	RC	Rate Contract
19	IVR	Interactive Voice Response
20	LD	Liquidated Damages
21	PBG	Performance Bank Guarantee
22	ML	Manufacturing License
23	OEM	Original Equipment Manufacturer
24	SLA	Service Level Agreement
25	TEC	Tender Evaluation Committee
26	DTE	Directorate of Technical Education, Naya Raipur, Chhattisgarh
27	GoCG	Government of Chhattisgarh
28	OEM	Original Equipment Manufacturer

SHORT TITLES USED IN THE TENDER DOCUMENT

1.	**Bidder**	Bidder means the party or consortium of parties who makes a formal offer in pursuance of the Tender floated either directly or through OEM
2.	**Successful Bidder**	Successful Bidder means the Bidder or consortium of bidders who becomes successful through the Tender process.
3.	**Day**	A day means a calendar day
4.	**Service Centre**	Service Centre means the centre or place, wherein the Bidder, inter-alia undertakes and performs the service activities relating to the Tablet Computers indicated in the Tender and shall include a **Direct service centre or Authorized service centre.**
5.	**Authorized Service Centre**	Authorized Service Centre means a Service Centre run by the Bidder through another party by entering into a valid commercial agreement.
6.	**Testing Agency**	Testing Agency notified by Department of Technical Education Chhattisgarh or DTE for the purpose of sample Tablet Computer testing.
7.	**Call Centre**	Call Centre means the Centre or the Place wherein the Bidder shall make arrangements to receive complaints/service calls from the customer/ Department of Technical Education, Chhattisgarh or DTE.
8.	**Cost**	Cost means the total cost to be incurred towards the purchase of Tablet Computers sets and also charges to be incurred towards maintenance of Tablet in the warranty period.
9.	**Purchaser**	Purchaser means the Government of Chhattisgarh through DTE
10.	**DTE**	Procurement agency and Tendering authority on behalf of Government of Chhattisgarh
11.	**Commissioning**	Commissioning means the Tablet would have to be switched on and the functioning has to be tested in the presence of the acceptance team.
12.	**End user**	End user means the person to whom the Tablet is actually delivered for use.
13.	**District**	At present there are 27 Districts in Chhattisgarh

1. IMPORTANT NOTE & TENDER NOTICE:

DTE, invites competitive bids for empanelment and Rate Contract for supplying and commissioning of Tablet Computer from OEMs and consortium of bidders in accordance Scope of work & **Annexure-I** as specified in this RFP. OEM and other consortium bidders will be allowed for bidding for a single bid only. All bids should be addressed to

Director, Technical Education
Directorate of Technical Education
Indrawati Bhavan, 3rd Block, 3rd & 4th Floor Naya Raipur,
Chhattisgarh, PIN-492002.

Bids received after the due date will be rejected.

The document can be downloaded from the website www.cgstate.gov.in. The parties are advised to study the document carefully. Submission of response to this Request for Proposal shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

Bidders must ensure that they submit all the required documents indicated in the Tender document without fail. Bids received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself. The data sheet for the critical components should be submitted by the Bidder for the scrutiny.

DTE reserve the right to accept or reject in part or full any or all the offers without assigning any reasons.

1. CHECKLIST FOR ENCLOSURES

S. No.	Bid Enclosures	YES or NO
1.	Whether Qualification Bid and Commercial Bid prepared and signed and Stamped in all pages by the Authorized Signatory?	
2.	Whether DD/ Purchase Receipt of Bid Document Fees, Bank Guarantee of EMD instrument is put along with the Qualification Bid?	
3.	Whether the RFP is submitted in Three covers namely EMD, Qualification Bid and Commercial Bid?	
4	**Whether Qualification Bid contains the following:**	
4.1	Bidder's covering letter in the Letter Head signed and stamped by the Authorized Signatory.	
4.2	Whether Certificate of Incorporation of the Bidder/all the Consortium Members is submitted?	
4.3	Whether Certificate of Commencement of Business issued by the Registrar of Companies of the Bidder/all the Consortium partners is submitted?	
4.4	Whether Memorandum of Understanding and Articles of Association of the Bidder/all the Consortium partners is submitted?	
4.5	Whether Annual Report including Balance Sheet and Profit & Loss accounts for the previous three audited years for the Bidder/all the consortium partners is submitted?	
4.6	Whether Certificate from the OEM certifying the Indian Company as its wholly owned subsidiary is submitted?	
4.7	Whether an Undertaking from the Authorized Signatory/Company Secretary of the OEM certifying that the status of Indian Company as its wholly owned subsidiary will not be changed during the period of Agreement is submitted?	
4.8	Whether an Undertaking from the Authorized Signatory/Company Secretary of the OEM guaranteeing the due performance of the contract executed by its wholly owned subsidiary is submitted?	
4.9	Whether Consortium Agreement in original signed by all the Authorized Signatories of the partners is submitted?	
4.10	Whether a Certificate from the Company Secretary of the Bidder/Prime Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so with resolution number and date, is submitted?	
4.11	a. Whether all required Work Orders along with the completion Certificate/satisfactory client Certificate are submitted? b. Whether all required Documentary proofs attested by the client or certified by the Company Secretary of the Bidder are submitted?	
4.12	Whether Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder clearly specifying the turnover for the specified years is submitted?	
4.13	Whether Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder specifying the Net Worth for the specified years is submitted?	

4.14	a) Whether in case of Indian Manufacturer, Manufacturing License (ML) or Industrial Entrepreneur Memorandum (IEM) or Foreign Investment Promotion Board (FIPB) clearance or any other document from Tax Authority/Statutory Authority establishing the Tablet manufacturing capacity is submitted? b) Whether in case of Foreign Manufacturer, Official documentation establishing Tablet manufacturing capacity from Tax Authority/Statutory Authority of the country of Incorporation is submitted?	
4.15	Whether Certificate from the Company Secretary to the effect that the Bidder (from each member in case of Consortium) is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments.	
4.16	Whether official documentation including Tax returns establishing Tablets manufacturing business from Tax Authorities/Statutory Authorities of the country of Incorporation is submitted?	
4.17	Whether valid ISO 9001:2008 certificate are submitted?	
4.18	Whether an Undertaking from the authorized signatory of the Bidder/ Certificate from the Company Secretary to the effect that the Bidder shall establish an office in Chhattisgarh, is submitted?	
4.19	Whether Certificate from Head of HR Department from OEM for number of technically qualified professionals employed TAC Centre by the Company, is submitted?	
4.20	Whether Bidder‘s undertaking letter for quantity to be offered in the RFP is submitted?	
4.21	Whether one Sample Tablet to DTE for Testing is ready to submit in Packed Condition?	
4.22	Whether Sample Tablet tested through the Test Agency and test report obtained from the Testing Agency is submitted?	
4.23	Whether all Formats and Annexure are furnished and are submitted?	
4.24	Whether all Eligibility Criteria Document and Annexure are furnished and are submitted?	
4.25	Whether all Technical Document like Data Sheet, broacher, User Manual are furnished and are submitted?	
5	**Whether Price Bid contains the following:**	
5.1	Duly filled Price Bid which is signed and stamped by the Authorized Signatory.	
5.2	Price per Tablet	

2. INTRODUCTION

ABOUT DTE

Directorate of Technical Education, Chhattisgarh, Raipur (DTE) caters for engineering, technology, management, architecture, computer application, pharmacy courses etc. in the State of Chhattisgarh. Goal of technical education is to provide value based quality technical education through judicious use of resources available in the state. Directorate of Technical Education is committed to develop technical education in the state by the use of recent trends and experimentation in the Information Technology. Department of Technical Education has been given responsibility to procure and distribute Laptops and Tablets under Chhattisgarh Yuva Suchna Kranti Yojana to the eligible students of higher education, studying in final year of academic session 2015-16.

ABOUT THIS REQUEST FOR PROPOSAL (RFP)

The Government of Chhattisgarh has decided to distribute Tablet Computers to final year eligible students of colleges for the academic session 2015-16 and commence the distribution from 15th April, 2016 under Chhattisgarh Yuva Soochana Kranti Yojana.

The Tablet Computers will be procured in a transparent manner through competitive bidding process. Selected suppliers would be required to set up service centers in the state of Chhattisgarh.

DTE invites competitive bids for supply and commissioning of Tablet Computers as per the Technical specification given in this Tender document for supply as above during the year 2016.

The Successful Bidder(s) should work closely with the Govt. of Chhattisgarh involved in implementing the distribution of Tablet Computers and ensure success of the programme.

3. SCHEDULE OF RFP

1	**Tender No.**	**01-02/CYSKY/ DTE /TABLET/2016**
2	Scope of Work	Empanelment of Agency for supplying and commissioning of Tablet Computers for students in the State of Chhattisgarh
3	Name of the tender issuer	Director, DTE
4	Date of issue of tender document	Thursday, 10/03/2016
5	Last Date for Submission of Bids	Monday, 28/03/2016 up to 3:00 PM
6	Date of opening of Qualification Bid	Monday, 28/03/2016 at 4:00 PM
7	Date of opening of Price Bid	To be informed later through e-mail and telephone (Bidder should furnish the mobile number and e-mail of one authorized representative)
8	Place of Submission & Opening of Bids	Directorate of Technical Education Indrawati Bhavan, 3rd Block, 3rd & 4th Floor, Naya Raipur, Chhattisgarh– 492002.
9	Address of Communication	Directorate of Technical Education Indrawati Bhavan,3rd Block, 3rd & 4th Floor Naya Raipur, Chhattisgarh– 492002.
10	Cost of Tender Document	INR 25,000 /- (INR Twenty Five thousand only) non refundable through Demand draft from any Nationalized/ Scheduled Bank in favor of ‒Director of Technical Education, Chhattisgarh‖ payable at Raipur **prior to last date of submission** or **along with Bid.**

Note:

1. **As this is the Second Call, there will be no Pre-Bid conference. However, if there are any queries, the bidders can mail to the email address mentioned in the tender document.**
2. **All clarifications issued in response to the pre-bid meeting for the first call are part of this tender document (Second call) and available on website.**

4. ELIGIBILITY CRITERIA

The bidder should meet the following Eligibility Criteria and must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their letterheads to the fairness of these documents while submitting the bid. The bids received without the documentary evidence will be rejected outright.

#	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
1.	a) Prime Bidder should be a Registered company under company act 1956 and existing for the past three years in India.	a) Certificate of Incorporation should be submitted.
	b) Consortium of Bidders should not exceed three partners. One of the Consortium partners should be the Prime Bidder. Each partner of the Consortium should be a Registered Company and existing for the past three years	a) In case of Consortium, all the Consortium partners individually should submit the Certificate of Incorporation. Copies of Consortium Deed as per annexure should be submitted b) A letter of intent to execute a consortium agreement in the event of a successful bid shall be signed by all the partners and submitted with the Bid together with the copy of the proposed Agreement. c) All partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance to the Contract terms and a statement to this effect shall be included in the letter of intent. (In case of foreign bidder supporting document will be furnish as per their country‘s statutory rules and regulation)
2.	a) Prime Bidder or one of the Consortium Partner should be in the Laptop / Tablet Computer manufacturing business for the last three years as on 31/03/2015.	Relevant Excise duty returns or Sales Tax Returns or proof of manufacturing should be submitted by the bidder (In case of foreign bidder supporting document will be furnished as per their country‘s statutory rules and regulation).
	b) All the Consortium partners should be in the Laptop/ Tablet Computer business either for selling	Relevant Excise duty returns or Sales Tax returns or Service Tax returns should be submitted (In case of foreign bidder supporting

#	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
	/ Servicing the last three years as on 31/03/2015.	document will be furnish as per their country's statutory rules and regulation).
3.	Prime bidder and Tablet Computer manufacturer (In case of Consortium) should have an average Annual Turnover of not less than INR 200 Crore or USD$ equivalent (1USD $ = 65 INR) for in the last three audited years . And All the Consortium partners should have had an average Annual Turnover of not less than INR 100 Crore or USD$ equivalent (1USD$=65 INR) in the previous three audited years.	Annual Report including Balance Sheet and Profit & Loss accounts for the last three audited years should be submitted. And In case of Consortium, Annual Report including Balance Sheet and Profit & Loss accounts of all the Consortium partners for the last three audited years should be submitted. (In case of foreign bidder supporting document will be furnish as per their country's statutory rules and regulation)
4.	The Bidder (Prime Bidder in case of a Consortium) should have a positive Net Worth of not less than INR 25 Crore or USD$ equivalent (1USD$=65 INR) as on 31/03/2015 of preceding last 3 years. And All the Consortium partners should have a positive Net Worth of not less than INR 15 Crore or USD$ equivalent (1USD$=65 INR) as on 31/03/2015 of preceding last 3 years. [Net Worth=Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves) – Preliminary and pre-operative expenditure and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the Auditors	Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder specifying the Net Worth for the specified years (In case of foreign bidder supporting document will be furnish as per their country's statutory rules and regulation).

#	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
	Report]	
5.	Prime Bidder or Consortium Partners should have Laptop/ Tablet Computer manufacturing capacity of at least 5,00,000 Tablet Computers per year	Manufacturing License or any valid proof for manufacturing capacity should be submitted (In case of foreign bidder supporting document will be furnished as per their country's statutory rules and regulation).
6.	Prime Bidder or other Consortium Partners should have sold at least 1,50,000 Laptop/ Tablet Computers in any one of the previous three audited years.	Copy of the invoices for the sales made or proof of statutory documents like Excise duty returns or Sales Tax Returns or any other valid document should be submitted (In case of foreign bidder supporting document evidence will be furnish as per their country's statutory rules and regulation).
7.	Prime Bidder or Consortium Partner (In case of Tablet Manufacturer is Consortium Partner) should have possessed the ISO 9001:2008 certification for the manufacturing process.	Valid ISO 9001:2008 certificate for manufacturing process should be submitted.
8.	Prime Bidder or any of the Consortium Partner should not have been blacklisted by any of the State/Central Government or organizations of the State/Central Government in India.	Self-Declaration in this regard by the authorized signatory of the bidder and consortium partner.
9.	The Prime bidder or any of the Consortium Partner should have a local office in the state. However, if the local presence is not there in the state, the selected bidder should give an undertaking for arranging for the same within One months of award of the contract.	One Undertaking letter should be submitted by the Bidder and signed by all the Bidders.
10.	The Tablet Manufacturer should submit valid undertaking letter for Hardware and System Software confirming following: • OEM Undertake that the support including spares,	A letter of Undertaking by Tablet manufacturer should be submitted as per Annexure provided in this RFP

#	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
	updates, patches, security patches, fixes, bug fixes, for the quoted products shall be available for minimum 3 years • Confirm that the products meet the technical & functional requirements & Products quoted are latest version / specification and not the end of life.	
11.	Tablet Manufacturer or one of the Consortium Partner whose products have been offered in the bid shall have Technical Assistance Centre (TAC) and shall have Toll Free Number for TAC. Tablet Manufacturer should have their own office in India manned with their own engineers.	Documentary proof for the same should be submitted by the Tablet Manufacturer or one of the Consortium Partner
12.	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of the Rs. 1,50,00,000/- (Rs. One Crore Fifty Lac only) The EMD should be in the form of Bank Guarantee (As per format prescribed in this RFP) issued by a Nationalized/ Scheduled Bank, in favor of Director, Technical Education, Chhattisgarh, payable at Raipur.	Attach original Bank Guarantee
13	The Bidder (Prime Bidder in case of a Consortium) should submit a Sample Tablet, undertaking and test report as specified in Annexure-VII.	Sample Tablet and undertaking to be submitted along with bid. (Pls refer Annexure-VII for submission of test report).

Special Conditions for the Consortium Bidders and Foreign Companies

1) In case of consortium of bidders, it would be sufficient if the prime bidder alone makes the remittance of the cost of bid document.
2) One of the Consortium partners shall be nominated as being Prime Bidder and this

authorization shall be evidenced by submitting of Power of Attorney signed by the legally authorized signatories of all the partners as per format prescribed in this RFP with Original Bid document.

3) In case of a successful Bid, the Agreement shall be signed by the Prime Bidder so as to be legally binding on all the partners.
4) The Prime Bidder shall be authorized by the Consortium partners to act on their behalf to incur liabilities and receive instructions for and on behalf of him and all partners of the consortium and entire execution of the contract including payment shall be done exclusively to the Prime Bidder.
5) All partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance to the contract terms and a statement to this effect shall be included in the authorization mentioned above as well as in the Bid and in the agreement (in case of successful bid). The consortium agreement should indicate precisely the role of the members of the consortium in respect of the contract.
6) Consortium agreement should be registered in Raipur, Chhattisgarh before execution of agreement so as to be legally valid and binding on all partners.
7) Copy of the consortium agreement entered into by the partners shall be submitted with the Bid. Alternatively a letter of intent to execute a consortium agreement in the event of a successful bid shall be signed by all the partners and submitted with the bid together with the copy of the proposed agreement.
8) Only one Bid will be allowed from a Consortium. The partners of a Consortium are not allowed to bid individually or to be the partner of another Consortium.
9) In case, the Bidder or the consortium partner is a foreign company, it should appoint a Company in India as its legal representative and the Indian representative company should possess a legally enforceable and valid authorization from the foreign bidder delegating the powers to participate in the Bid negotiations and to confirm the same on behalf of the Foreign Bidding Company. Further in the said authorization, the Foreign Bidding Company should undertake to ratify and confirm the acts of the Indian Representative Company without any protest or demur later.
10) In case of OEM (being Parent Company) of Tablets/ Tablet computers/ PCs/ Mobile Handheld devices, which is not registered under the Companies Act, 1956 in India, having its wholly owned subsidiary which is registered and is in operation in India for the last 3 years, provided all other qualification criteria laid down herein are fulfilled by the OEM.

5. SCOPE OF WORK

The scope of work necessarily, but not exclusively includes the following activities:-

a. Proposed Tablet Computer should comply with Acceptance Test Procedure mentioned in Annexure -VII and standard mentioned in this RFP. The bidder should submit a sample tablet test report with Qualification Bid and submit sample Tablet with bid.
b. After successful scrutiny of test report of proposed Tablet, price bid will be opened and Rate contract will be awarded to successful bidder as per the criteria mentioned in this RFP.
c. After releasing the Rate Contract to successful bidders, Purchaser (DTE) will issue the firm purchase order to successful bidder.
d. The bidder will be required to deliver the items at respective location of Colleges all across the Chhattisgarh. The List of the location will be provided by Purchaser (DTE) after signing the Rate Contract and Every firm Purchase order released by Purchaser (DTE) to successful Bidder.
e. The bidder will install and run the equipment at respective location of Colleges. Not applicable in case of pre-installed software.
f. Purchaser (DTE) will place the Lot wise purchase order to successful bidder after releasing the Rate Contract. The Bidder should deliver the equipment within 45 days of placing the order by Purchaser (DTE) to respective location.
g. The supply and payment will be based on the Purchase Order(s) issued from time to time.
h. The successful bidder shall have to supply all necessary accessories along with the supplied goods, appropriate licenses, device drivers, user manual and documentation, which may be required, whether mentioned or not mentioned in the tender, for successful acceptance and delivery of the quoted equipment to Colleges/ End user.
i. The bidders are expected to accept all technical/commercial terms & conditions mentioned in the bid document. Any deviations in the terms and conditions should be clearly mentioned DTE however, reserves the right to reject any or all of the offers with deviation.
j. Bidder will provide 1 year onsite warranty support and arrange to repair /replace the defective device within 72 hours of placing a call. Bidder shall maintain 3% critical hot spares inventory at Chhattisgarh and operate their service centre at district of supply for a period of minimum 3 years.
k. Sample Testing will be done by DTE or DTE nominated agency as per testing procedure mentioned in this RFP.
l. Bidder shall provide one proposed sample Tablet for testing free of cost as per the configuration quoted for technical evaluation to DTE or DTE nominated Testing Agency with Bid. All cost related to sample testing will be borne by the bidder.

6. BID SUBMISSION

The following section outlines the steps to be used for submission and processing of bids:

1. The bid shall be submitted in three parts, the EMD, Qualification Bid & the Price Bid. Qualification Bid & the Price Bid shall be submitted in **3 Copy (Original, Copy 1, and Copy 2 with soft copy in CD).**

- Earnest money Deposit (EMD): Bidder has to submit EMD of Rs.1,50,00,000/- (Rs. One Crore and Fifty Lakh only) in the form of Bank Guarantee from any Nationalized/ Scheduled Bank in favor of Director of Technical Education, Chhattisgarh payable at Raipur. The EMD should be sealed in one envelope marked –EMD‖.
- The Qualification Bid sealed in one envelope marked **"Qualification Bid"** and shall contain technical details of the item(s) quoted and also provide full details of deviations, if any from the technical specification mentioned. The bidder should fill-up the format given in **ANNEXURE-I**. No alternation / modification in the format shall be permitted. Make/ Model of the equipment quoted should be clearly specified. The bidder should enclose relevant technical brochures/ literatures for the item(s) quoted in support of the technical specification quoted.
- The Qualification Bid must contain -
  1. Authorized signatory certificate and Power of Attorney from the appropriate authority.
  2. Bid form as per **ANNEXURE-II** should be duly filled in, signed and complete in all respects.
  3. Commitment letter for service support from the Tablet Manufacturer as per **ANNEXURE-V.**
  4. The Technical information of the products being offered along with brochure etc.
  5. Any other terms and conditions from bidder (Please, note that the terms may or may not be acceptable to DTE).
  6. Last three years audited balance sheet / CA certified turnover copy.
  7. All other supporting document as per eligibility criteria mentioned in this RFP.
  8. Certificates of company Registration as per Govt. Rules.
  9. Original tender documents with all pages duly signed and stamped.
  10. Valid VAT/CST Certificate copy of bidder.
  11. The bidder should submit a proof for testing the proposed model Tablet by Government agency namely STQC, EdCIL, ERTL, EDTC for testing of Tablet with bid and submit the test report within 10 days from financial bid opening.

- The Price bid shall be kept in one sealed envelope and Mark **"Price Bid"** as per format prescribed provided in **ANNEXURE-III** duly completed in all respects.

- The three separate envelopes containing EMD, Qualification bid and price bid should be sealed in **one envelope** and should be addressed as per tender schedule.

  The envelope should bear the name of bidder, along with the tender number and the date of opening of the tender.

2. The Price bid of only the Qualification Bid short listed bidders would be opened.
3. The language for bid submission should be in English only.
4. **In case supporting documents are not in English or Hindi, then a translated copy with Affidavit/Notorised copy must be submitted.**
5. 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.
6. No bid can be modified subsequent to the deadline for submission.
7. The Bidders should note that Prices should not be indicated in the Qualification Bid and should be quoted only in the Price Bid. In case the prices are indicated in the Qualification bid, the bid shall stand rejected.
8. EMD of amount Rs. 1,50,00,000/- (Rs. One Crore Fifty Lac only) shall be returned to unsuccessful bidder within 60 days after opening of Price Bid and EMD of successful bidder will be returned after the submission of PBG and signing of Rate Contract with DTE.
9. The Performance Bank Guarantee (PBG) as per **ANNEXURE-VI** amounting to Rs. 2.50 Crore (Rupees Two Crore and Fifty Lakh only) has to be submitted prior to signing of Rate Contract. All charges whatsoever such as premium; commission etc with respect to the Performance bank guarantee shall be borne by the selected Bidder.
10. The Performance Bank Guarantee shall be valid for 27 Months (2 years & 3 months) period including grace period from signing of Rate Contract.

7. INSTRUCTIONS TO BIDDERS

1. BID PRICE

a. The price schedule should include, the price of goods at the site including all duties, sales taxes and other levies if any.

b. Deviations from the specifications should be clearly brought out in the bid under technical compliance.

c. All prices should be in Indian National Rupee (INR) and Bidders (Including Foreign Company) should comply with all the rules and regulation of RBI, Excise and Custom and other Indian Government rules at their own cost.

2. EVALUATION OF BIDS

a. DTE will examine the bids to determine whether :

   a. They are complete.
   b. They are free from computational errors.
   c. Required sureties have been furnished.
   d. The documents have been properly signed.

b. Arithmetic errors will be rectified on the following basis: If there is a discrepancy between words and figures, the amount in words will prevail.

c. DTE 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.

d. DTE reserves the right to ask any clarification/s related to submission of Bid during the evaluation of the document.

8. AWARDING CRITERIA FOR RATE CONTRACT

a. Suppression of Facts And Misleading Information

i. During the Bid evaluation, if any suppression or misrepresentation of information is brought to the notice of DTE, DTE shall have the right to reject the Bid and if after selection, DTE would terminate the contract as the case may be, will be without any compensation to the Bidder and the EMD/ Security Deposit as the case may be, shall be forfeited.

ii. Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, DTE shall have the right to seek the correct facts and figures or reject such Bids.

iii. It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, DTE may not consider such documents.

iv. The Tender calls for full copies of documents to prove the Bidder‘s experience and capacity to undertake the project.

b. Qualification Bid Evaluation

i. The Bidders who have duly complied with the Eligibility Criteria and passed in sample Tablet Computer testing as per Acceptance Test Procedure Annexure VII will be eligible for further processing.

ii. The Tenders, which do not confirm to the Technical Specifications or Tender conditions or Bids without Test certificate of the Tablet Computer offered or Tenders from Bidders without adequate capabilities for supply and maintenance will be rejected. The successful bidders of Qualification Bids will qualify for opening of Price bids.

c. Price Bid Evaluation

i. Bidders who are qualified in Qualification Bid (Envelope-B) only will be called for Price Bid opening. The Price Bids will be opened in the presence of the Bidders at DTE. The Bidders or their authorized representatives will be allowed to take part in the Price Bid opening.

ii. The Price evaluation will include all Duties and Taxes as given below.

  i) In cases of discrepancy between the cost quoted in Words and in Figures, cost quoted in words will be considered.

  ii) In evaluation of the price of an imported item, the price will be determined inclusive of the customs duty;

  iii) In evaluation of the price of articles which are subject to excise duty, the price will be determined inclusive of such excise duty;

  iv) In a tender where all the tenderers are from within the State of Chhattisgarh, or where all the tenderers are from outside the State of

Chhattisgarh, the sales tax shall be included for the evaluation of the price; and

v) Price evaluation will be Inclusive of all Taxes and Delivery charge up to respective location of Chhattisgarh,

iii. The lowest cost per Tablet Computer as per the above evaluation will be declared as L1. DTE will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

d. AWARD OF CONTRACT

i. Bidder should submit Performance Bank Guarantee (PBG) as per prescribed format in this RFP before signing the Rate Contract for the period of Two years and Three Months.

ii. DTE will issue the Rate Contract to the lowest bidder of price bid and rates are valid for a period of One Year from the date of release of Rate Contract.

iii. Purchaser (DTE) will issue the firm Purchase Order to Successful Bidder as per distribution ratio mentioned in this RFP along with list of Colleges.

iv. If bidders fail to deliver the order beyond the delivery schedule, a grace period of 15 days will be allowed. However, a penalty as mentioned in the service clause in this RFP will be imposed on the bidders availing grace period time (of 15 days).

v. No dispute can be raised by any Bidder who‘s Bid has been rejected and no claims will be entertained or paid on this account.

e. DTE reserves the right to

i. Insist on quality/specification of materials to be supplied.

ii. Change the list of areas of supply locations from time to time based upon the requirement of the purchase.

9. GENERAL TERMS AND CONDITIONS OF THE BID

Note: Bidders must read these conditions carefully and comply strictly while submitting their bids.

1. **THE BIDDER IS EXPECTED TO EXAMINE ALL INSTRUCTIONS**, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.

2. **THE BIDDER SHALL BEAR ALL THE COSTS** associated with the preparation and submission of its bid, and DTE in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

3. **PROFESSIONAL EXCELLENCE AND ETHICS**. Tendering Authority requires that all Bidders participating in this Bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.

4. **CURRENCY OF PRICE PROPOSAL** shall be made in Indian Rupees (INR) only.

5. **FAILURE OF THE SUCCESSFUL BIDDER** to comply with all the requirements shall constitute sufficient grounds for the annulment of the award, in which event DTE may make the award to the next lowest evaluated bidder or call for new bids.

6. **AMENDMENT/CANCELLATION**: The Tendering Authority reserves the right to cancel this Tender at any time without any obligation to the Bidders. The Tendering Authority at any time, prior to the deadline for submission of Proposals, may amend the Tender by issuing an addendum in writing or by standard electronic means. The addendum will be binding on all the Bidders. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time to take an amendment into account in their Proposals, the Tendering Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

7. **RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The Tendering Authority reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without assigning any reason & 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 action.

8. **THE TENDERING AUTHORITY RESERVES THE RIGHT TO ACCEPT ANY BID** not necessarily the lowest, reject any bid without assigning any reasons for entering into the Rate Contract.

9. **CONDITIONAL BIDS**: If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Tendering Authority.

10. **PERIOD OF VALIDITY.** Bids shall remain valid for **180** days after last date for bid submission prescribed by DTE which may be extended with mutual consent. A bid valid for a shorter period may be rejected by DTE as non-responsive.

11. **LATE BIDS**: Any bid received by the Tendering Authority after the deadline for submission of bids will be rejected and will not to be considered.

12. **NOTIFICATION OF AWARD:** Prior to the expiration of the period of the bid validity, DTE will notify the successful bidder in writing that its bid has been accepted. After notification of award bidder will submit Security deposit in the form of Performance Bank Guarantee and sign the Rate Contract.

13. **ANY MATTER WHICH HAS NOT BEEN COVERED UNDER THESE PROVISIONS** shall be governed as per the provisions of Chhattisgarh State Government Rules.

14. **ACCEPTANCE TESTING:** The equipment will be tested by DTE or DTE nominated agency. The supplier should make available a similar Tablet Computer, free of cost, as per the configuration quoted in Bid after opening of Qualification Bid.

    The equipment will be qualified technically once it passes all the tests as per the procedure, as specified in **ANNEXURE-VII** with satisfactory performance. In case of disqualification the same will be technically rejected and will not be considered for further evaluation.

15. **PROPRIETARY RIGHTS:** The supplier shall indemnify the Purchase against all third party claims of infringement of patent, copy right, trademark, license or industrial design rights, software piracy arising from use of goods or any part thereof within India.

16. **DELAYS IN THE PERFORMANCE OF SUPPLIER'S OBLIGATION:** Any 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.

17. **PENALTY:** All the items should be delivered as per the schedule of delivery from the date of placement of order by DTE, any delay will attract penalty of 0.5% of the undelivered item value per week up to a maximum of 5% and the penalty shall be deducted from final amount payable by DTE against the Order.

18. **PROFORMA OF BANK GUARANTEE (PBG):** The Selected Bidder at his own expense shall deposit to Director, Technical Education, Chhattisgarh within Fifteen (15) working days of the date of notice of award of the contract and prior to signing of the Rate Contract, an unconditional and irrevocable performance Bank Guarantee (PBG) from a Nationalized Scheduled Bank payable on demand, for the minimum period of Two years and three months (2 Years and 3 Months) from date of notice of award. The Performance Bank Guarantee (PBG) will be equal to INR 2,50,00,000/- (INR Two Crore and Fifty Lakh only) and should be submitted prior to signing of Rate Contract as per **ANNEXURE-VI**.

19. **LIQUIDATED DAMAGES:** If the supplier fails to deliver any or all the goods or perform the services within the time period specified in the contract, DTE shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, (Not by way of penalty) 2% per week of the value of undelivered items maximum of 5% and the penalty shall be deducted from final amount paid by DTE, Purchaser (DTE) reserves the right to cancel the order in case the bidder will not deliver the equipment beyond 2 weeks after the delivery period.

20. **TERMINATION FOR DEFAULT:** DTE may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate this contract 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 contract.

b. If the supplier fails to perform any other obligation (s) under the contract; or

c. If the supplier, in either of the above circumstances does not rectify / remedy its failure within a period of 30 days (or such longer period as the Purchaser (DTE) may authorize in writing) after receipt of the default notice from Purchaser (DTE). In the event Purchaser (DTE) terminate the contract.

21. **FORCE MAJEURE**

a. Notwithstanding the provisions of clauses 18, 19 and 20 the bidder 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 obligation under the contract is the result of an event of force majeure.

b. For purposes of this clause, –Force Majeure‖ means an event beyond the control of the supplier and not foreseeable events may include, but are not restricted to, acts of DTE in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes and other acts of God.

c. If a force majeure situation arises, the supplier shall promptly notify to Purchaser (DTE) in writing of such condition and the cause thereof. Unless otherwise directed by Purchaser (DTE) in writing, the supplier shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

d. If the force majeure condition(s) mentioned above be in force for a period of 30 days or more at any times, DTE shall have the option to terminate the contract on expiry of 30 days of commencement of such force majeure by giving 14 days notice to the supplier in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

22. **TERMINATION FOR INSOLVENCY:** DTE may at any time cancel the Rate Contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DTE.

23. **TERMINATION FOR CONVENIENCE:** DTE, may by 14 days written notice sent to the supplier, terminate the Rate Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for DTE convenience and the extent to which performance of work under the Rate Contract is terminated and the date upon which such termination becomes effective.

24. **RESOLUTION OF DISPUTES:** Purchaser (DTE) 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. If, after thirty days from the commencement of such informal negotiations Purchaser (DTE) and the supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution as per Arbitration and Conciliation Act, 1996.

25. **APPLICABLE LAW:** The contract shall be interpreted in accordance with the laws of India, irrespective of the place of delivery, the place of performance or place of payment under the contract. The contract shall deemed to have made at the place in India from where the contract has been issued.

26. **NOTICES:** Any notice given by one party to the other pursuant to this contract shall be sent in writing or by telegram or Telefax and confirmed in writing to Director,

Directorate of Technical Education, Indrawati Bhavan, 3rd Block, 3rd & 4th Floor, Naya Raipur, Chhattisgarh 492002.

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

27. **TAXES & DUTIES:** The supplier shall be entirely responsible for all taxes, duties, license fee etc. All custom duties and levies, duties, Indian Foreign Exchange Law, RBI Guidelines, sales tax payable on components, raw materials and any other items used for their consumption or dispatched directly to respective location of colleges in the state of Chhattisgarh.

28. **DEFENCE OF SUITS:** If any action in court is brought against the Purchaser (DTE) Consignee for failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract or for the damage or injury caused by the alleged omission of neglect on the part of the contractor, his agents, representatives or sub-contractors, workmen supplier or employees, the contractor in all such cases shall indemnify and keep Purchaser (DTE) harmless from all costs, damages, expenses or decrees arising out of such action.

29. **WARRANTY**: The Product quoted should be covered under one year's comprehensive Onsite warranty from date of final delivery to respective colleges or End user.

30. PRE-BID MEETING & QUERY:

a) The Pre-Bid Meeting shall be host by DTE.
b) The Bidder or its official representative will be invited to attend the pre-bid meeting.
c) The date, time and venue of the meeting are already mentioned in this Tender Document.
d) Bidders may confirm their participation in advance.
e) The purpose of the meeting is to provide Bidders information regarding the RFP, project requirements, and opportunity to seek clarifications regarding any aspect of the RFP and the project. However, the _DTE' reserves the right to hold or re-schedule the Pre-Bid meeting.
f) The Bidders will have to send their queries for Pre-Bid meeting by email only in prescribed format Annexure XII **(Only in Excel File)** mentioned in This Tender Document with Name, Contact Details, Address, Designation, Company Name.
g) DTE may make modifications to the RFP if felt necessary as a result of pre- bid meeting. All such modifications made to the RFP by DTE will be issued as a corrigendum to the RFP.
h) Any such modifications resulting out of the pre-bid meeting will be circulated to the bidders through websites www.cgstate.gov.in or by email or fax.

i) DTE will not be responsible for non-receipt of corrigendum/modifications published/sent by DTE to the bidder.

31. SPECIAL CONDITIONS OF BID

1. SUPPLY AND COMMISSIONING:-

For the Tablet Computers Manufactured in India

a) Bidder should conduct 100% pre-dispatch inspection on Tablet Computers as per tender specification.

b) DTE may nominate third party agencies who will conduct independent inspection and specification conformity as per Indian & International Standards on random sample basis at the manufacturer‘s plant. Maximum of 10 samples per lot will be tested.

c) Purchaser (DTE) would bear the cost of third party inspection for only one manufacturing plant of the supplier. If a Successful Bidder wants to produce in more than one location, then the cost of positioning the third party inspection by Purchaser (DTE) in the second and subsequent plants would be borne by the Successful Bidder at their cost.

d) For every shipment, samples will be drawn and tested by third party inspection agencies appointed by DTE. Only after the third party testing agency clears the lot, it will be allowed to be moved to the distribution point. In case the samples tested do not qualify, the entire lot will be rejected.

e) Tablet Computers to be supplied must give same performance results or better results with respect to technical evaluation results.

f) Purchaser (DTE) may nominate its own officers to be in the manufacturing plant to supervise the quality of manufacturing process. This would be in addition to the third party inspection.

For the Tablet Computers Manufactured outside India:-

a) Bidder should conduct 100% pre-dispatch inspection as per International and Indian Standards on Tablet Computers as per tender specification at the Manufacturers' plant.

b) DTE may nominate third party agencies to conduct independent inspection and specification conformity on random sample basis at the specified locations within the State of Chhattisgarh.

c) Such manufacturers will be required to set up storage warehouse in Raipur or in the District Headquarters of the allotted Districts. The third party inspection agencies appointed by DTE will test the sample lot at the warehouse. Only after the third party testing agency clears the lot, it will be allowed to move to the distribution point. In case the samples tested do not qualify, the entire lot will be rejected. Purchaser (DTE) will not be responsible for any costs associated with such rejection. The manufacturer will be responsible for the Tablet Computers till it is delivered at the specified delivery points and accepted by the Institution. Only after such acceptance, the responsibility of the manufacturer will cease.

2. PACKAGING AND STORAGE:-

Packaging:-

Each package would contain the month and year of manufacture, manufacturer's serial number and barcode printing of manufacturing details. Stickers containing the manufacturer's serial number and barcode printing of the serial number with one number should be stuck outside the Carton box, in the Warranty manual and in the acknowledgement form. Detailed instructions regarding this aspect would be issued to the Successful Bidder(s) by DTE. The Successful Bidder should furnish the service centre details in each carton box to enable the beneficiaries to contact the appropriate service centre in case of necessities. Similarly, the toll free telephone number also should be prominently displayed in the user manual to facilitate the beneficiaries.

a) Accepted items after third party inspection should be stuck with QC Passed slip.

b) Individual items should be packed in polythene pouches of appropriate sizes.

c) Tablet Computers should be packed as per the standard packing followed by Industry. All other items should be individually packed and put inside the Tablet box. Finally, the packing slip should be dropped inside the carton boxes.

d) The carton boxes should be sealed and preserved in the stores.

e) The manufacturer's serial number should be prominently stuck / written on the carton box along with Barcode (code 3 of 9 standards). Removable stickers should be in addition to the normal printing on the carton boxes.

f) Each box should contain a delivery note containing the manufacturer serial number, month and year of manufacturing along with provision for writing down the beneficiary number, name and date of delivery.

Packing List:-

A packing list should be prepared for the following items.

i) Tablet model number, batch number and serial number

ii) User Manual in Hindi and English.

iii) Do‘s and Don‘ts instruction leaflet in Hindi and English.

iv) A brochure containing Bidders help desk logo having website address, call centre telephone numbers shall be placed in the warranty card, user manual, Do's and Don'ts instruction guide in Hindi and English.

v) Names and addresses of Service centres, contact persons in each service centre, Telephone numbers and also the supervisor's name, address and telephone numbers to enable the end user to contact the supervisors in the event of poor service by the authorized service personnel.

vi) Two number of removable barcode stickers containing the manufacturer's serial number. This should be as per the format prescribed by DTE.

Instructions for delivery details:-

a) The Successful Bidders have to send the Tablet Computer supply details by mail/Fax to Purchaser (DTE) with every consignment. The date of dispatch, quantity and manufacturer serial numbers of every Tablet Computer shall be send. Detailed instructions in this regard will be issued to the Successful Bidders by DTE.

b) Similarly, the beneficiaries can have after sale service using the system supported by the IVR based toll free call centre number. Suitable instructions will be given in due course.

3. LOCATIONS FOR SUPPLY OF GOODS AND SERVICE:

a) The equipment and Services under this contract shall be supplied and commissioned in the respective locations of Colleges.

b) The Supplier shall adhere to all the technical as well as commercial terms irrespective of the location of the site.

c) Actual distribution of the Tablet Computers to the beneficiaries is not the responsibility of the bidders.

d) The Tablet Computers shall be supplied in full as per ordered configuration and quantity for acceptance testing. The Tablet Computers which do not comply with the technical specification will not be accepted under any circumstance.

e) Insuring the goods in transit is the responsibility of the suppliers.

f) The items should be delivered at the distribution centers on F.O.R destination basis and items should be handed over to the officials/acceptance teams concerned at the locations. The list of locations and respective quantity will be provided to the successful Bidder.

g) The successful Bidder shall send status report on delivery in the format to be prescribed in such intervals as may be required by Purchaser (DTE) from time to time till the execution of the entire order.

h) The Successful Bidder shall undertake to supply spares free of cost for the maintenance of the offered items for a period of one year. At least 3% of critical hot spares should be maintained at Service Centers till the completion of the warranty period. The Successful Bidder should keep the spares available for sale at least for a period of one year after the completion of the warranty period.

i) A leaflet containing the details of the service centres responsible to attend the installation, warranty services at each geographical area, name and designation of the contact persons and Centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made in case the service provided by any centre is not satisfactory, phone, fax, mobile numbers & email address must be provided along with each Tablet delivered. This would enable the beneficiaries to directly approach the service centres in the event of repairs. These details also should be provided to DTE. This would be published on DTE website.

j) If within a month of delivery and commissioning but within the warranty period, the operation or use of the equipment proves to be unsatisfactory, the Successful Bidder shall replace the faulty ones or carry out necessary repairs as per the warranty terms and conditions agreed upon with DTE.

k) In case the Successful Bidder fails to carry out the warranty regulations, DTE would engage any other operator and carry out the service/replacement and deduct the amounts from the warranty amount retained by DTE as per the Payment terms or from their pending bills or PBG or any money due or payable to them.

l) Depending upon the ground situations and information from the District officials regarding failure in maintaining acceptance ratio/ warranty/ service delivery etc, on the bidder's part, Purchaser (DTE) reserves the right to divert the supply of Tablet Computers from the allotted Successful Bidder to other Successful Bidders.

4. INSURANCE: The delivery of goods to the destination is the responsibility of the Successful Bidder only. The goods supplied under the contract should be covered for comprehensive Insurance by the Successful Bidder till delivery and acceptance by the authorized person.

5. ACCEPTANCE :-

a. The Head of the College will make suitable arrangement for verifying the Tablet computer supplied and accepting the same. Head of college will ensure that tablet computer (one tablet computer per student) is distributed only to the final year eligible students enrolled in the college for the current academic year i.e. 2015-16.

b. Random samples of 5% on the lot from the tablet computers supplied in each college will be tested at the site. The authorized representative of the successful bidder should carry out the testing along with acceptance team from the College. Subjected to failure in the 5% random sample testing, 30% of the amount of the purchase order of that lot will be with-held till the acceptance certificate is issued for that lot.

c. The Acceptance team would be constituted by the Head of College; team will include an authorized representative of the successful bidder. The Head of College will issue the acceptance / rejection certificate within 10 days of receiving the tablet computer mentioning the number of tablet computers distributed in the college and based on the acceptance/ rejection certificate payments will be released.

6. BILLING:-

The Successful Bidder shall raise the invoice for the Tablet computers supplied in the name of DTE and shipping address will be Colleges address, where the Tablet computers are delivered. A signed copy of delivery and acceptance certificate of Tablet computers by College Head should be submitted with Invoice. A signed copy of delivery acceptance of Tablet computers by College Head should be submitted with Invoice.

7. SERVICE CENTRES:-

a) Operate their service centre/ Authorized Collection Centre at district of supply for a period of minimum 3 years. Maximum service time frame to resolve the

problem and handover the tablet computer to end user shall not exceed beyond 72 Hrs.

b) The Successful Bidder shall set up service centre / Authorized Collection centre facility in all the District Headquarters in the allotted Districts within 45 days from the date of issue of Purchase Order by Purchaser (DTE). These service centres should operate in the allotted district throughout the warranty period of 1 year and further for a period of 2 years (total 3 years).

8. SUPPORT SERVICES:-

c) The Successful Bidder should provide onsite warranty of the Tablet Computers, which shall include corrective maintenance at the district locations.

d) The service personnel of the Successful Bidder should schedule visits to the colleges for attending the complaints or service calls. Purchaser (DTE) will monitor the service activity.

e) The Onsite Warranty shall include replacement of all parts. If the Tablet is down, the same should be repaired/ restored/ replaced within 72 Hours.

f) If the successful bidder, having been notified by the end user fails to rectify the defect(s) and restore the items in good working condition within the period specified above, a penalty of 1% of the cost of the Tablet Computer per week of the breakdown period will be levied. This will be deducted from the bills due/ warranty sum / PBG.

g) The Purchaser (DTE) reserves right to terminate the contract in the event of unsatisfactory maintenance/ warranty and claim damages and Costs for non-fulfillment of contract.

9. Traceability of Tablet Computers Supplied:-

a) The Tablet Computers supplied under this scheme are meant to be distributed to the eligible students within Chhattisgarh on free of cost basis. In order to prevent the misuse of the Tablet Computers such as unauthorized sale by the beneficiaries or diversion to the open market, the following incorporations shall be made in the Tablet Computers.

b) All Tablet Computers must be manageable over the cloud:

i. All the devices should be provisioned for managing and controlling by the cloud based servers and software setup within CG State Data

Centre for this purpose, for pushing the educational / informational content and tracking of devices.

ii. All the devices must the configurable and controllable over network using built-in manageability and remote system control mechanism.

iii. All the devices should be provisioned for providing remote and automatic updates and upgrades from a centralized web based interface.

c) On-screen display of Government of Chhattisgarh Logo on switching the Tablet Computer which shall be burnt in the chip.

d) Engraving of Government of Chhattisgarh Logo at suitable place of the Tablet Computer (layout will be given by Bidder and approved by DTE to the successful Bidders)

e) Screen printing on the top of the Tablet Computer (layout will be given by Bidder and approved by DTE to the successful Bidders)

f) Printing of the Government of Chhattisgarh logo on the Flash Memory/NVRAM/Firmware of Tablet (Design will be provided by Bidder and approval, instruction will be issued by DTE to the successful Bidders)

g) Screen printing on the front side of the Tablet Cover of the Tablet Computer (layout will be given by Bidder and approved by DTE to the successful Bidders)

Note: **Design approval for the logo and layout approval shall be obtained from DTE before using in the production.**

These features are meant for the specific supply to the Government of Chhattisgarh and the successful Bidders are not permitted to use them for their normal sale.

10. No advance payment will be made by Purchaser (DTE) against placing the order to the bidder.

11. PAYMENT TERMS

a) All payments will be made in INR only.

b) No advance will be paid or no letter of credit will be issued.

c) 95% payment will be released after successful completion of supply and acceptance.

d) 5% payment will be released after one year from the date of supply, acceptance

and proof of service centre working in their districts location.

e) The payment will be subject to fulfillment of warranty obligations.

f) The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the Tender will be paid. In case, the Duties and/or Taxes have been reduced retrospectively, the successful bidder is liable to return the same.

g) The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed.

h) Payment shall be made within 30 days of the submission of invoices.

ANNEXURE-I

TECHNICAL SPECIFICATION AND COMPLIANCE SHEET

ITEM NAME – Tablet Computer –

Make ……..

Model ……..

Manufacturing Capacity per Month ……..

TABLET SPECIFICATION AND COMPLIANCE SHEET

S. No.	Description	Minimum Specifications	Specification Provided By Bidder	Compliance Higher/ Lower/	Remarks If any
1	**Operating system (OS)**	Android 4.4.2 or higher/ Windows 8.1 or higher			
2	**Display size and Technology**	9.7 inches Diagonal Size or Higher, Capacitive LCD, Multi touch (at least 5 touch points) Display intensity to support at least three level of intensity. Display should be readable in daylight in-room			
3	**Display resolution**	1024 x 768 pixels or Higher, 24 bit true colour or better display			
4	**Front camera**	VGA (0.3 MP) or Higher			
5	**Rear camera**	2.0 MP or Higher			
6	**Memory**	8 GB Internal Flash (NAND) Memory card slot for SD/ Micro SD support (32GB or higher)			
7	**Audio Support**	Mono audio (stereo preferable), with external 3.5 mm stereo jack for headphone and with built-in speaker. (Line- in optional)			
8	**Processor**	Quad Core 1.2 GHz Processor			
9	**RAM**	1 GB DDR2/DDR3			
10	3G /4G Support	Via dongle/ datacard/ simcard			

11	**Wi-Fi**	Wi-Fi: IEEE 802.11 b/g /n support with WPA2.15 meters range minimum with a throughput of at least 1MB per second of file transfer between unloaded server and the tablet			
12	**Ports**	1 USB (Port type A) or Micro USB to USB Cable +1 Micro SD Card slot (separate USB ports for dongle/ datacard and charger)			
13	**Battery**	4000 mAh Li-Ion or Higher (Minimum 4 Hours Battery Backup)			
14	**Bluetooth**	Standard Bluetooth 2.0 or Higher			
15	**AC Power adapter**	Input Voltage Range: 110V-250V, 50 Hz AC power adapter with necessary cables			
16	**Sensor Gravity**	Accelerometer/ Gyroscope			
17	**Protection**	Cover case Press shut Packaging without Screws for the Plastic enclosure.			
18	**Warranty**	100% comprehensive onsite warranty for one year			
19	**Cloud enabled**	Device should be loaded cloud enabled software with the support of 1 year. Certificate from the cloud enabled software provider should be provided in the technical bid			
20	**Testing / Benchmark or Performance**	The Bidder should provide Quality Test and Drop Test (from Minimum One Meter Height) Certificates from STQC or Indian Government Authorized Labs on specifications & quality of the product.			
		Over USB Support for Ethernet, GPRS/2G/3G, USB Stick with FAT file system, printer, keyboard, mouse			
		A 20KB word document to open in less than 5 seconds.			
		A locally stored HTML page with only HTML text with forms and tables (20KB in size) should open within 5 seconds.			
		A 20 FPS 480p movie to play with not more than 0.05% frame skip rate with all applications such as			

		those using Wi-Fi or in the background disabled. With a nominal computing load, the skip rate should not be more than 0.25%.			
		Mechanical Specifications			
		Impact resistance of 0.5G for casing and 0.25G for the display.			
		Corner impact resistance of 1G			
		Bending of device: 1mm/100mm minimum.			
		Spill resistant for liquid such as water, milk, tea etc.			
		Humidity resistance for 95% humidity exposure for 10 hours.			
		Functional Testing			
		Standard set of documents to be created separately and made available publicly. These documents in DOC, DOCX, PPT, PPTX, XLS, XLSX, ODT, ODP, ODS will be viewed on the device, printed and manually examined for the compliance. Standard expected output to be pre-published using standard software such as Microsoft Office 2010 for office formats, Open Office for ODT, ODP, ODS and Adobe reader for PPT. The comparison may even be automated using OCR if possible.			
		Standard set of benchmark images to be viewed and compared in various formats. (At least 5 images in each format with varying sizes).			
		Full screen and actual resolutions outputs to be tested for.			
		Movies to be played with the movie players and the logs for the missing frames to be seen to verify the percentages of frames missed. Standard movies of 10 minutes duration may be pre-published.			
		Audio player to be verified using audio recognition software (a pre-defined standard one) for audio files in each format.			

		Standard test cases to be created for testing of the output in various Indian languages. The specified behavior for legal as well as illegal combinations of characters to be checked for.			
		The keyboard data rates of be verified by touching the keyboard at a rate of 10 strokes a second and looking for the missing characters.			
		Mouse tracking software to be used for verifying 20 touches per second. Touch sensitivity to be verified using robotic arms giving varied touch pressures.			
		J2ME benchmark programs to be identified and tested.			
		Web Browser compliance to be tested with a few standard HTML pages without and with various CSS/ Javascript scripts.			
		IEEE802.11 b/g support to be verified for data rates exceeding 1MB per second of file transfer between an unloaded server and the LCAD.			
		Battery life to be verified by discharging the battery with tablet running standard software with and without Wi-Fi.			
		Battery: - A minimum of 4 hours video with Wi-Fi at 66% brightness, 6 hours of document reading without Wi-Fi. Charging time not more than 3 hours. Battery charge indicators. Provision for additional charging accessories for the battery such as a crank or a solar panel or an alternate battery. Aging test to ensure that battery life does not fall below 75% after one year under ideal use conditions.	-	-	-
21	**External Keyboard support**	Through USB / Micro USB			
22	**Intended Applications**	Learning, e-book reading, notes			
		Internet browsing: Wiki, Google, Distance Education material			

		Viewing Video Lectures: NPTEL, OCW etc.			
		Viewing Documents: Presentations, assignments, notes etc.			
		Simple computing: Email, word processing, spread sheet etc.			
		Networking: Social networking, chat rooms, blogs etc.			
		Preparation for exams/tests: Course exams, mock tests, CAT, GATE, JEE, AIEEE etc.			
		Entertainment: Browsing, games, movies, music, puzzle etc.			
		Interactive learning: Languages, scientific visualizations,			
		Hobby and projects			
23	**Software**	**(All movies/image viewers to be**			
		Mode)			
		Viewers for common document formats including Microsoft Office and Open Office formants (DOC, DOCX, PPT, PPTX, XLS, XLSX, ODT, ODP, ODS, PDF)			
		Viewers for common image formats including JPEG, JPEG2000, GIF, PNG, BMP, TIFF with non-compressed, run- length coded as well as LZW compression formats, NetPBM (PPM, PGM, PNM etc.),			
		Adobe Flash compatibility			
		Viewers for common movie formats including MPEG-1, MPEG-2, MPEG-4, Flash Video (version 10.2 or later), Quick Time, Windows Media Video, 360p, 480p resolution HDTV formats, AVI with appropriate codecs.			
		Audio player to handle formats such as Real Audio, MP3, MP2, and WAV.			
		Integrated support for Hindi language-script for display.			
		Open-type font support for Hindi			
		Virtual keyboard (touch screen) with Roman and Indian Language support.			

		Rendering Engine for Hindi. Support for Unicode 6.0 standard for Indian Language.			
		Text editing software for textual files.			
		Handwriting software to record the graphic annotations (for electronic exercise book)			
		J2ME Support. Web Browser: W3C compliant for HTML5, CSS and JavaScript, RSS			
24	**Others**	Audio and Video Play Back in all format, support 720P & 1080p videos & Recording			
		The manufacturer to provide Software for Firmware upgrade.			
		Tablet must have operation and display capabilities in English and Hindi Languages			
		Selected suppliers should permanently burn the logo of CG Government and other information like –Presented by – Hon'ble Chief Minister or Department Name‖ (as desired by the State Government) in the Flash Memory / NVRAM. That should not be removed by in usual / normal techniques.			
		Screen Printing of logo of CG Government and other information like –Presented by – Hon'ble Chief Minister or Department Name‖ (as desired by the State Government) in the body of the Tablet.			
		Manufacturers to carry out such tests on a random basis.			
		Certificate may be issued by a certifying authority for the product rather than for the samples on batch basis.			

Note:

1. *Bidders need to submit the existing model of tablet computer available commercially in the market (which has an eco-system like "appstore" where free or priced apps can be downloaded for individual users) fulfilling the mentioned specifications in the RFP with appropriate test report from Statutory Indian/ International Body and conforming to Govt. of India rules and regulations as per instructions given in Annexure –VII and supply the same on acceptance. Valid documentary proof for commercially available in the market should be submitted along with bid*

2. Any proprietary item/ specification needs to be ignored, equivalent or higher specifications are acceptable.

3. Device should comply with the guidelines for Indian Standard and other International standard mentioned or not in this RFP.

Dated_____day of_____2016 Signature and Seal of the Bidder

ANNEXURE-II

BID FORM

To,
Director,
Directorate of Technical Education
Indrawati Bhavan, 3rd Block, 3rd & 4th Floor
Naya Raipur, Chhattisgarh, PIN- 492002.
Fax:- 0771-2253620, Ph No. 0771-2331331

Sir,

Having examined the bidding documents, we undersigned, offer to supply and deliver (description of goods and services) in conformity with the said bidding documents as per the prices given in the price schedule. We undertake, if our bid is accepted, to commence delivery within 45 days and to complete delivery of all the items specified in the contract within 60 days calculated from the date of receipt of your Purchase Order.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening in instructions to bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated_____day of_____2016

Signature and Seal of the Bidder

ANNEXURE-III

PRICE BID

To,
Director,
Directorate of Technical Education
Indrawati Bhavan, 3rd Block, 3rd & 4th Floor
Naya Raipur, Chhattisgarh, PIN- 492002.

Bid form for bid no. ---------- date of opening ----------

1. We ---------- hereby offer to supply the following items at the prices and within the period indicated below:

Sr. No.	Item	Description	Price per Unit	Taxes	Total price inclusive Taxes
1	Tablet Computer with carry bag/ cover with 1 Year onsite warranty	As per **ANNEXURE-I** of tender document.			
Total Amount in Figure					
Total Amount in Words					

Total Tentative Quantity for Supply under This Project:-

SN	Item Description	Units	Approximate Quantity
1.	Tablet computers as per Technical Specification	Numbers	60,000
2.	Tablet Cover/ carry bag	Numbers	60,000
3.	User manual in Bilingual Hindi and English – (Single Booklet)	Numbers	60,000
4.	Do‘s and Don‘ts instruction guide in Hindi and English	Numbers	60,000

2. It is herewith certified that we have understood the instruction to bidders and also the general and special conditions of the bid and have thoroughly examined specifications and thoroughly aware of the nature of goods required and our offer is to supply goods strictly in accordance with the requirements and according to the terms mentioned in the bid.

3. We hereby offer to supply the goods detailed above or such portion, thereof as you specify in the _Purchase Order' at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of bid. We shall be bound by the communication of acceptance dispatched within the prescribed time.
4. **Above rates are inclusive of all taxes and Rates are valid for a period of 1 years from signing date of Rate Contract upto supply of 70,000 Tablet Computers.**
5. Since the price proposal is in INR, DTE shall not consider any upward variation/ fluctuation on account of any foreign exchange at any time during the currency of the contract.
6. The Purchaser (DTE) may increase and decrease the total quantity of Purchase Order at the time of releasing the Rate Contract at their own discretion and bidder will accept the same.
7. We will deliver the equipment within 45 days based on the purchase order (requirement) received from Purchaser (DTE).

Delivery Schedule

S. No	Quantity	Date
1	20,000	15th April 2016
2	20,000	25th April 2016
3	20,000	10th May 2016

Note:-

a) The Bidders may prepare their bid form as per this Performa.
b) No change in the Performa is permissible.
c) No erasures or alterations in the text of the Bid are permitted. Any correction made in the Bid shall bear initial of the bidder.

Dated_____2016 (Signature and seal of manufacturer/ bidder)

ANNEXURE-IV

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

(To be provided in original as part of Q**ualification Bid (Envelope – B)** on stamp paper of value required under law duly signed by authorized representative of Bank)

This Deed of Guarantee executed at _____ by _____ / _____ (Name of the Nationalised/ Scheduled Bank) having its Head / Registered office at_____, and having one of its branches at _____ Raipur (hereinafter referred to as –the Guarantor‖) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favor of Director Technical Education Under Department Government of Chhattisgarh, having its office at Indrawati Bhavan, 3rd Block, 3rd & 4th Floor, Naya Raipur, Chhattisgarh, PIN-492002 (hereinafter referred to as –DTE‖) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

Whereas Name of the bidder_____Ltd., a Company / partnership firm / proprietorship concern registered under the_____(name of the relevant act/law under which incorporated) having its registered office at_____(hereinafter called –Bidder‖ which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) has submitted its Proposal for award of Project Supply and commissioning of Tablet Computer throughout in the State of Chhattisgarh vide Invitation for Tender Document No_____dated _____ issued by DTE Government of Chhattisgarh (hereinafter referred to as –the Project‖).

Whereas in terms of the Invitation for Tender Document No_____dated _____ (hereinafter referred to as Tender Document) issued by DTE, the Bidder is required to furnish to DTE an unconditional and irrevocable Bank Guarantee for an amount of INR 1, 50, 00, 000.00 (INR One Crore Fifty Lac only) as Earnest Money Deposit and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we,_____Bank hereby agree, declare, undertake and guarantee as follows:

1. We as primary obligor hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the tender by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to DTE an amount not exceeding INR 1,50,00,000.00 (INR One Crore Fifty Lac only) without

any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder has failed to comply with and fulfil all or any of the terms and conditions contained in the tender. A letter from DTE stating that the Bidder is in default in the due and faithful fulfilment and compliance with the terms and conditions contained in the tender shall be final, conclusive and binding on the Bank, in respect of the forfeiture of the Earnest Money Deposit and the amount due and payable under this Guarantee.

2. This Guarantee shall remain in full force and effect for a period of 180 (One hundred and Eighty) days from the_____(Proposal Due Date).

3. Subject to clause 1 above, any claim for payment under this Guarantee shall be in the form of a written declaration by DTE.

4. We……..Bank further agree that DTE shall be the sole judge as regards the determination as to whether the Bidder is in default of due and faithful fulfilment and compliance of the terms and conditions contained in the Tender and the decision of DTE in this regard shall be final and binding on us, notwithstanding any differences between DTE and the said Bidder and/or any dispute between DTE and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.

5. DTE shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any other terms and conditions of the said Tender document or to extend the time frame for completion of bidding process or the period of fulfilment and compliance with the terms and conditions contained in the said Tender document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender document or the securities available to DTE and the bank shall not be released from its liability under these presents by any exercise by DTE of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of DTE or any indulgence by DTE to the said Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

6. Any notice by way of request, demand or otherwise hereunder shall be sent by courier or by registered mail to the Bank, addressed as aforesaid.

7. We undertake to make the payment on receipt of your notice of claim on us addressed to _____(name of Bank along with branch address) and delivered at our above branch that shall be deemed to have been duly authorised to receive the said notice of claim.

8. It shall not be necessary for DTE to proceed against the said Bidder before proceeding against the bank and the Guarantee herein contained shall be enforceable against the bank,

notwithstanding any other security which DTE may have obtained or obtained from the said Bidder, shall at the time when proceedings are taken against the bank hereunder, be outstanding or unrealised.

9. We_____Bank lastly undertake not to revoke this guarantee during its currency except with the previous express consent of DTE in writing and agree that any change in the constitution of the Bank or the said Bidder shall not discharge our liability hereunder.

10. The Bank declares that it has the power to issue this guarantee and the undersigned have full powers to do so on behalf of the Bank.

Date_____day of_____2016

Signature of the Issuing / Authority with seal

CORPORATE SEAL

For_____Bank

Note: A covering letter of confirmation is also to be given by the bank along with this bank guarantee.

ANNEXURE-V

COMMITMENT LETTER FOR SUPPORT FROM ORIGINAL EQIPMENT MANUFACTURER (OEM)

Date .....

To,
Director,

Directorate of Technical Education

Indrawati Bhavan, 3rd Block, 3rd & 4th Floor
Naya Raipur, Chhattisgarh, PIN-492002.
Fax:- 0771-2253620, Ph No. 0771-2331331

Dear Sir,
Ref. : Tender No.

I / We ..... hereby commit & confirm the following:

a) The duration of the service support will be for a period of three years (One year warranty + two year paid service support) from the date of supply of equipment to End user.
b) The warranty support will be provided onsite and will not be charged extra.
c) The warranty support will be comprehensive hence no extra charge is to be paid for any Hardware failure.
d) After expiry of warranty, the bidder will provide service support through their service centres in every district at least.

Signature .....

Name .....

Designation .....

ANNEXURE-VI

PROFORMA OF BANK GUARANTEE FOR SUPPORT PERFORMANCE

(To be stamped in accordance with stamp Act)

Bank Guarantee No.
Date
Ref. :
To,
Director,

Directorate of Technical Education

Indrawati Bhavan, 3rd Block, 3rd & 4th Floor
Naya Raipur, Chhattisgarh, PIN-492002.
Fax:- 0771-2253620, Ph No. 0771-2331331

This Deed of Guarantee executed at ——————— by ——————— (Name of the Bank) having its Head/Registered office at ——————————— (hereinafter referred to as ―the Guarantor‖) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favor of The Chief Executive Officer, Chhattisgarh infotech and biotech Promotion Society (DTE), Government of Chhattisgarh, having its office at Directorate of Technical Education, Indrawati Bhavan, 3rd Block, 3rd & 4th Floor, Naya Raipur, Chhattisgarh, PIN-492002 (hereinafter called ―DTE‖ which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns); Whereas M/s_____. a company formed under_____(specify the applicable law) and having its registered office at_____has been, consequent to conduct and completion of a competitive bidding process in accordance with the Request For Proposal (RFP) No._____dated / /2015 issued by DTE, and selected M/s _____(hereinafter referred to as Empanelled Firm) for the Rate Contract by DTE as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the DTE Empanelled Firm. The Rate Contract requires the Empanelled Firm to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. 2,50,00,000/- (Rupees Two Crores & Fifty Lakh only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Rate Contract.

Whereas, the Empanelled Firm approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents: Now this Deed witnessed that in consideration of the premises, We, ————— Bank hereby guarantee as follows:

1. The Empanelled Firm shall deliver the requirement as per the Rate Contract, in accordance with the terms and subject to the conditions of the Rate Contract, and fulfill its obligations there under
2. We, the Guarantor, shall, without demur, pay to DTE an amount not exceeding Rs. 2,50,00,000/- (Rupees Two Crores & Fifty Lakh only) within 7 (seven) days of

receipt of a written demand therefore from DTE stating that the Empanelled Firm has failed to fulfill its obligations as stated in Clause 1 above.

3. The above payment shall be made by us without any reference to the Empanelled Firm or any other person and irrespective of whether the claim of the DTE is disputed by the Empanelled Firm or not.
4. The Guarantee shall come into effect from_____(Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on_____(Expiry Date) (both dates inclusive) or till the receipt of a claim, from DTE under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from DTE prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to DTE.
5. In order to give effect to this Guarantee DTE shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by DTE or by the extension of time of performance granted to the Empanelled Firm or any postponement for any time of the power exercisable by DTE against the Empanelled Firm or forebear or enforce any of the terms and conditions of the Rate Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of DTE or any indulgence by DTE to the Empanelled Firm to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In Witness whereof the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Authorized Signatory_____Bank

Dated this …….. Day of …….. At …….

Witness Witness

(Signature) (Signature)

Name …… (Banker‘s rubber stamp)
Official address) …….
(Name)

Designation with bank stamp ……

Note : The stamp is to be in the name of executing bank.

ANNEXURE-VII

ACCEPTANCE TEST PROCEDURE

Sample Tablet Computer Testing

Important Note:- Bidders need to submit the existing model of tablet computer available commercially in the market fulfilling the mentioned specifications in the RFP with appropriate test report from Statutory Indian/ International Body and conforming to Govt. of India rules and regulations and supply the same on acceptance.

1. The Bidders are responsible to **submit the existing model of the proposed tablet computer available commercially in the market** fulfilling the mentioned specifications in the RFP with appropriate test report from Statutory Indian/ International Body having specification equal to or better than the Technical Specification given in Annexure I. The Bidder should submit one proposed Tablet Computer sample to the DTE at the time of submission of bid.
2. Bidder whose products are commercially available in the Indian market will provide an Undertaking that all the compliance of specification and statutory norms of Govt. of India to sell their product along with the bid.
3. The bidder should submit a proof for submission of proposed model tablet for testing by any Government agency namely STQC, EdCIL, ERTL, ETDC for testing of tablet with bid.
4. Bidder whose products are commercially available in the global market except India will provide an Undertaking with the qualification bid that all the compliance of specification and statutory norms of Govt. of India are followed by them, **in case bidder has been declared as successful, a testing report for compliance of specification and statutory norms of Govt. of India to sell their product in India, by any of the Government agency will be submitted with-in 10 days (as per point no. 3 above) of the opening of the financial bid.**

4. It is the sole responsibility of the Bidders to submit the sample and get the testing of the commercially available Tablets completed and furnish the test report. The cost towards all the testing of sample Tablets shall be borne by OEM/ Bidder only.

5. The Commercial available Tablet model passed in the statutory and Technical compliance of Govt. of India will only be allowed for supply if the Bidder becomes successful in the RFP.

6. The sample Tablet testing will enable DTE to determine whether the Bidders propose to offer the Tablet Computers as per the Tender specifications or not. The cost towards the testing of sample Tablets shall be borne by OEM/ Bidder only.

7. The sample Tablet Computer should be submitted in fully packed condition so that the packing standard is determined.

8. The Bidders should take utmost care to submit the samples which should be equal to or better than the specifications given in the Tender documents. The supplies will be allowed as per approved sample Tablet Computer alone in the event of the Bidder is selected for the supply of Tablet Computers.

9. All those Bidders whose sample Tablet Computer failed in any of the test would be treated as –non- responsive‖ with the Tender specifications.

ANNEXURE-VIII

DECLARATION FOR NOT BLACK LISTED

Date .....

To,
Director

Directorate of Technical Education

Indrawati Bhavan, 3rd Block, 3rd & 4th Floor
Naya Raipur, Chhattisgarh, PIN-492002.

Dear Sir,

Ref.: Tender No.

I / We ..... hereby confirm that our firm has not been banned or blacklisted by any government organization/Price institution/Court /Public sector Unit /Central Government.

Signature of Bidder..... Place :

Name ..... Date :

Designation .....

Seal

ANNEXURE-IX

DEED OF CONSORTIUM

(To be provided in original as part of **Qualification Bid (Envelope – B)** on stamp paper of value required under law duly signed by each member of a consortium of bidders in favor of _lead bidder' for the tender)

TO WHOEVER IT MAY CONCERN

Whereas we, M/s. _____, M/s. _____ and M/s. _____ (names of members of the consortium of bidders as registered by the relevant registering authority under the deed relating to their respective incorporation) have formed a consortium named_____to compete as a single consortium for the award of the work for which Notice Inviting Tenders (NIT) has been issued by the , DTE vide its NIT No. dated / / , M/s._____as a member of the said consortium and having its registered address as_____is hereby duly authorized to fully represent and act on behalf of, and as _lead bidder' of the said consortium to sign the tender proposal, conduct negotiation(s), sign agreement(s) / contract(s), incur liabilities and receive communication(s) for, and on behalf of, the consortium, and, further, to transact all other necessary affairs in connection with all matters related to, or arising from, with the said NIT. We hereby confirm that we are jointly and severally liable, together with the other member(s) of the said consortium, to DTE for all obligations of the consortium in respect of all matters related to, or arising from, the said NIT.

In witness whereof, we have hereunto set under our respective hands and seals this _____day of_____, 2016.

Signing for and on behalf of, and under authority from, M/s. _____ (name of member of consortium)	Signing for and on behalf of, and under authority from, M/s. _____ (name of member of consortium)	Signing for and on behalf of, and under authority from, M/s. _____ (name of member of consortium)
_____(Signature)	_____(Signature)	_____(Signature)
Name of signatory _____	Name of signatory _____	Name of signatory _____
Designation of signatory _____	Designation of signatory _____	Designation of signatory _____
(Seal of member of consortium for and under whose authorization signing)	(Seal of member of consortium for and under whose authorization signing)	(Seal of member of consortium for and under whose authorization signing)
Name of witness	Name of witness	Name of witness
Signature of witness	Signature of witness	Signature of witness

Note: Original copy of the deed constituting the consortium referred herein to be attached hereto.

ANNEXURE –X

FORMAT FOR POWER OF ATTORNEY

(To be provided in original as part of **Qualification Bid (Envelope – B)** on stamp paper of value required under law duly signed by ‗lead bidder' for the tender)

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____(name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr._____(Name of the Person(s)), domiciled at_____(Address), acting as_____(Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of tendered work for the project ―Supply and Commissioning of Tablet Computer throughout the State of Chhattisgarh‖ involving the deliverables including supply, commissioning and warranty support least 1 year and support services of 2 years in the state of Chhattisgarh, vide Invitation for Tender (Tender Document) Document dated , issued by DTE, Government of Chhattisgarh, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by DTE or any governmental authority, representing us in all matters before DTE, and generally dealing with DTE in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For ----------

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr._____)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Bidder
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s)

ANNEXURE-XI

FORMAT FOR POWER OF ATTORNEY – FOR CONSORTIUM

(To be provided in original as part of **Qualification Bid (Envelope – B)** on stamp paper of value required under law duly signed by each member of a consortium of bidders for the tender)

Whereas Directorate of Technical Education, Chhattisgarh, Raipur (hereinafter referred to as ―DTE‖) has invited Proposals from interested parties for award of contract for the project ―Supply and Commissioning of Tablet Computer throughout the State of Chhattisgarh‖ involving the deliverables including Supply, Installation, commissioning and warranty support for at least 1 year and support paid services for additional 1 year in the state of Chhattisgarh (hereinafter referred to as ―the Project‖), vide Invitation for Tender (hereinafter referred to as Tender Document) document dated , issued by Government of Chhattisgarh, and,

Whereas, we, (Name of Address of the Lead Member) and (Name of Address of the other Member of Consortium), (hereinafter collectively referred to as ―the Consortium‖), propose to submit our Proposal in accordance with Tender Document and on being awarded the contract, to implement the Project in accordance with the terms and condition of the Tender Document and other connected documents in respect of the Project,

And whereas it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium all acts, deeds and things, as may be necessary, in connection with the aforesaid Project.

NOW THIS POWER OF ATTORYNEY WITNESSETH THAT:

We and (respective names of the members of the Consortium) hereby nominate _____ (Name of the lead member of the Consortium), being one of the members of the Consortium, as the Lead Member of the Consortium, and authorize ---- (Name of the Lead Member) as our constituted attorney in our name and on our behalf, to do or execute all or any of the acts, deeds or things necessary or incidental to the Consortium‘s Proposal for the Project, including, inter-alia, submission of Proposal, participating in conferences, responding to clarifications/ queries, submission of information/documents and generally to represent the Consortium in all its dealings with DTE or any other Governmental Authority , in connection with the Project until culmination of the process of bidding and thereafter until the Agreement is entered into with DTE.

And we hereby agree that all acts, deeds and things lawfully done by our said attorney, pursuant to this Power of Attorney, shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that the said attorney shall lawfully do or cause to be done for us by virtue of the power hereby given.

In Witness hereof we have signed this deed on this the _____ _____day of_____.

1. For and on behalf of _____

2. For and on behalf of _____

Notes:

- To be executed by all the members in the Consortium.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ power of attorney in favor of the person executing this power of attorney for the designation of power hereunder on behalf of the Consortium member.

ANNEXURE-XII

Format of sending Pre-bid queries

Ref: RFP Notification no <xxx> dated <dd/mm/yy>

Name of the Bidder -
<<……..…
…….>>

Contact Number and Address of the Bidder -
<<……
……>>

Sr. No.	Section No.	Page No.	RFP Clause	Query	Remarks
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Note: Bidder will send their query only in prescribed format above by email and Excel file only.

ANNEXURE-XIII

Equipment's Manufacturer Authorization & Support Form

(To be provided in original as part of Q**ualification Bid (Envelope – B)** on letter head signed by the authorized representative of OEM for the tender)

To,
Director,

Directorate of Technical Education

Indrawati Bhavan, 3rd Block, 3rd & 4th Floor
Naya Raipur, Chhattisgarh 492002.

We have gone through the tender document for the said NIT with equipment _____produced by us on the understanding and with the undertaking from our side that the product offered in not at the end of its life cycle and we shall provide expeditiously all spares and full maintenance support to the equipment's supplied for this tender throughout a period of One year of warranty and additional One year during Paid services as required by the tender document. Confirm that the products meet the technical & functional requirements & Products quoted are latest version / specification and not the end of life

This is also to certify that all products are ISO 9001, International Certified, and Restriction of hazardous substances (RoHS) compliant.

Date: SIGNATURE OF AUTHORISED PERSON

Place: FULL NAME OF SIGNATORY

DESIGNATION AND SEAL OF SIGNATORY

Date: COUNTERSIGNATURE OF BIDDER

Place: NAME

DESIGNATION AND SEAL