# **Tender Document**

## Supply, Installation and Commissioning of Tablet PC

To

### Assam State Rural Livelihoods Mission Society.

Tender No: ASRLMS/TBMIS/706/2016-17/29

Issued on: 19.05.2017

**Issued By:** 

ASSAM STATE RURAL LIVELIHOODS MISSION SOCIETY Sivanath Gogoi Path, Panjabari, Guwahati-781037. Tel: 0361-2330542, website: www.asrlms.assam.gov.in.

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### **SECTION-1**

#### **1** NOTICE INVITING TENDER (NIT)

Assam State Rural Livelihoods Mission Society (ASRLMS) invites sealed Tender from Original Equipment Manufacturers (OEM) or Authorized Dealers for supply, installation and commissioning of the Tablet PC with a 1 year comprehensive warranty. The Tender documents shall be available from the office of Assam State Rural Livelihoods Mission Society (ASRLMS), Sivanath Gogoi Path, Panjabari, Guwahati-37 on payment of non-refundable fee of INR 1,000/-(INR One Thousand only) by Demand Draft in favour of "Assam State Rural Livelihoods Mission Society" payable at Guwahati.

The Complete tender documents are also available on e-Procurement portal <u>https://assamtenders.gov.in</u> and Official website of ASRLMS <u>www.asrlms.assam.gov.in</u>

The documents downloaded by the parties from the website shall be also valid for participation in the tender process. Those making use of the tender documents downloaded from the website shall have to pay the fee of the document i.e. Rs. 1,000/- (Rupees One Thousand only) in the form of a demand draft along with the tenders. Tenders received without the requisite fee shall be considered as invalid ab-initio.

Last date for seeking clarification, if any: 7 (Seven) days prior to the scheduled date of opening. Bidders are advised to check the ASRLMS website regularly for amendments, if any.

#### **1.1 ELIGIBILITY CRITERIA**

1. The bidder should be either Original Equipment Manufacturer (OEM) or Authorized Dealer.

(Please submit manufacturer's authorization letter on the OEM's letter head duly signed by authorized signatory as per Prescribed Format in Annexure IX).

- 2. The Bidder's Firm must be incorporated & registered in India, under the Indian Companies Act /Societies Registration Act/Trust Act/any other Act in India and should be in operations in India for minimum of 5 years. (Please submit Proof of Registration).
- The Bidder's should have Average Annual Financial Turnover during the last 3 years, 2013-14, 2014-15 & 2015-16 of Rs 1.00 Crore. (Please submit Annual Report (Balance Sheet and Profit & Loss Account) for the last three financial years).
- Bidder should have experience of having successfully completed supply of IT Equipments in State/Central Govt /PSUs. during the last 3 Years (Please submit attested copies of supply order/completion certificate).
- 5. The Bidder should not have been barred by any PSU/Govt. Dept. in doing business with them. (Please submit self-declaration).

- 6. Bidder should have valid VAT/CST Registration certificate with up-to-date return (as applicable).
- The Bidder should submit Earnest Money Deposit of Rs 3.00 Lakh in the form of Demand Draft or FDR drawn in favour of Assam State Rural Livelihoods Mission Society from Nationalised Bank.
- Cost of Bidding Document through non-refundable fee of INR 1,000/-(INR One Thousand only) by Demand Draft in favour of "Assam State Rural Livelihoods Mission Society" payable at Guwahati.

# Note: Bidder must provide the scan copy of necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

Interested and eligible Bidders are required to submit the scan copy of necessary documents related to Eligibility Criteria, Technical and Financial Bids in 3 (three) separate envelopes on eProcurement Portal as stated above. The Bidders are also required to submit the necessary original documents related to Eligibility Criteria and Technical in 2 (two) separate sealed envelopes. The bidders should submit the documents of Eligibility Criteria accompanied by Tender Fees & EMD as specified in this Bid Document by the prospective Bidder in the first envelope. The detailed Technical bid documents will have to be furnished in a second envelope. The required documents related to Eligibility Criteria and Technical Bid should be put in an envelope and must be delivered to the Assam State Rural Livelihoods Mission Society, Sivanath Gogoi Path, Panjabari, Guwahati-37 on the date specified below. *The Financial Bid should be accepted*.

1. The envelope containing the Eligibility Criteria & Technical Bid will be opened on the specified date and time in presence of Bidders or their authorized representatives who choose to attend. In the event of the date specified for bid receipt and opening being declared as a holiday, the due date for submission and opening of bids will be the following working day at the appointed times.

2. The summary of various activities with regard to this invitation of bids are listed in the table below:

	BID REFERENCE	Date & Time
1	Date of commencement of issue of Bid Documents	19.05.2017
2	Pre-bid Meeting and submission of queries/requests for clarification	26.05.2017 At 11:00 AM.
3	Last date and time for purchase of Tender documents	15.06.2017
4	Last date & Time for submission of Bids	16.06.2017 up to 3.00 PM.
5	Date & Time of opening the document related to Eligibility Criteria	16.06.2017 at 4.00 PM.
6	Date & Time of opening the Technical Bid	Will be intimated to the qualified
7	Date & Time of opening of Financial Bid	bidders by the Purchaser on the day of opening of technical bid or subsequently either through Telephone or through letter.
8	Place of issue of Bid Document; Bid submission, and opening of Technical and Financial Bids	Office of the Assam State Rural Livelihoods Mission Society, Sivanath Gogoi Path, Panjabari, Guwahati-37.
9	Earnest Money Deposit.	Rs. 3.00 Lakh in the form of Demand Draft drawn in favour of <i>"Assam State Rural Livelihoods</i> <i>Mission Society"</i> from Nationalised Bank.

State Mission Director, Assam State Rural Livelihoods Mission Society. Panjabari, Guwahati-37

#### **SECTION-2**

#### **2** INSTRUCTIONS TO BIDDERS

#### 2.1 INTRODUCTION (DEFINITIONS)

- 2.1.1 "Purchaser" means Assam State Rural Livelihoods Mission Society.
- 2.1.2 "Bidder" means the Original Equipment Manufacturer/Authorized Dealer that participates in the tender and submits its bid.
- 2.1.3 "Goods/Products" means all the hardware equipments and software including consumables which the supplier is required to supply to the Purchaser under the Purchase Order.
- 2.1.4 "Letter of Intent (LOI)" means the communication of the intention of the Purchaser to the Bidder to place the Purchase Order for the former's offered goods/services.
- 2.1.5 "Purchase/Work Order (PO)" means the order placed by the Purchaser on the Supplier duly signed by the Purchaser's authorized representative to purchase certain goods & services from the vendor/contractor.
- 2.1.6 "Contract" means the Agreement entered in between the Purchaser and the Supplier, together with the contract documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 2.1.7 "Contract Document" means the document listed in the Agreement, including any amendments thereto.
- 2.1.8 "Contract Price" means considerations payable to the supplier/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

#### 2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless or the conduct of the bidding process.

#### **2.3 BID DOCUMENTS**

2.3.1 Bid Documents include:-

- Section 1 Notice Inviting Tender
- Section 2 Instructions to Bidders
- Section 3 General Conditions of the Contract
- Section 4 Special Conditions of the Contract
- Annexure-I Format of Performance Bank Guarantee (PBG)

Annexure-II Format for Service Level Agreement

Annexure -III Technical specifications and Bill of Quantity (BOQ)

Annexure-IV Data sheet

Annexure -V Price Bid schedule

Annexure -VI List of Project Sites

Annexure-VII Form of Contract Agreement

Annexure-VIII Evaluation Matrix

Annexure IX Manufacturer Authorisation Form.

#### 2.4 AMENDMENT TO BID DOCUMENTS

- 2.4.1 At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.
- 2.4.2 The amendments/Corrigendum will be notified on e-Procurement portal <u>https://assamtenders.gov.in</u> and official website <u>www.asrlms.assam.gov.in</u> and these amendments will be binding on them. Bidders are advised to visit e-Procurement portal regularly for updates on this Tender.

#### 2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

#### 2.6 BID PRICE

Price indicated in the schedule shall be **FOR destination** basis. Prices should be inclusive of all taxes and duties including but not limited to Excise Duty, Sales Tax and other taxes, transit insurance, freight and Service Tax etc. No claim whatsoever on the bid price will be entertained subsequently due to wrong quoting of tax or rate of any tax.

However, rate of taxes and duties included in the price offered should also be given separately from the basic price. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Purchaser) will be treated as non-responsive and rejected.

#### 2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to supply the material. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the goods offered. The Bidder is required to quote for all the items in the Lot that he is bidding for. Partial quote will be rejected.

#### 2.8 EMD

- 2.8.1 The Bidder shall submit EMD amounting to Rs. 3.00 Lakh. EMD shall be in one of the following forms:
  - a. A Demand Draft or FDR issued by any Nationalised Bank in favour of the Purchaser valid for a period of 150 days from the date of tender opening.
  - b. Demand Draft from a Nationalised Bank in favour of "Assam State Rural Livelihoods Mission Society", payable at Guwahati.
- 2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as being non-responsive.
- 2.8.3 EMD of the unsuccessful bidder will be discharged/ returned as promptly as possible, but not later than 30 days after expiry of the bid validity period prescribed by the Purchaser.
- 2.8.4 The successful bidder's EMD will be discharged upon the bidder's submission of the Performance Guarantee.
- 2.8.5 EMD may be forfeited under the following circumstances:
  - a. If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
  - b. In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
  - c. If he fails to supply the material in terms of the conditions of contract.
- 2.8.6 No interest is payable on EMD.
- 2.8.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

#### 2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 180 days after the date of Technical & Financial bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The EMD provided under clause 2.8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

#### 2.10 FORMAT OF SIGNING OF THE BID

2.10.1 Bid must be submitted on e-Tendering Process through https://assamtenders.gov.in

) Bidder must submit their technical and financial bids through e-Tendering Process.

- ) Bidder must register themselves on the above portal with their digital certificate (class-2 signing) issued by certifying authority.
- 2.10.2 In the event of any discrepancy, the Original Copy of Eligibility Criteria, Technical Bid and Financial Bid, submitted online in e-procurement portal shall prevail.
- 2.10.3 The original copy of the bid shall be typed and shall be signed by the bidder or a person duly authorized by the bidder. The Letter of Authorization shall be accompanied by a written Power of Attorney accompanying the bid.
- 2.10.4 All pages of the original bid except printed literature shall be initialed by the person signing the bid.
- 2.10.5 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the bidder signing the bid.

#### 2.11 DEADLINE FOR SUBMISSION OF BID

Bid must be received by the Purchaser at the address specified and not later than the date and time specified in the NIT.

#### 2.12 LATE BID

Any bid received late by the Purchaser after the deadline for submission of the bid shall be rejected and returned un-opened to the bidder.

#### 2.13 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.13.1 The bidder may modify or withdraw his bid provided that written notice of modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 2.13.2 No bidder may modify or be allowed to withdraw bid subsequent to the deadline for submission of bids.

#### 2.14 SUBMISSION OF BID

Bids are to be submitted in three bid form comprising of 1) Documents containing eligibility criteria 2) Technical Bid and 3) Financial Bid. Each of the bid documents is to be sealed. The documents to be placed under each of the sections are as follows:

#### 1) Documents containing eligibility criteria:-

- Documentary evidence in respect of the eligibility criteria mentioned in Section-1.
- Earnest Money Deposit.
- Demand Draft for INR 1,000/- in favour of "Assam State Rural Livelihoods Mission Society." payable at Guwahati if the tender document is downloaded from the website.

- 2) Technical Bid: The Technical Bid will comprise of the following bidding documents
  - Data Sheet (**Annexure-IV**) mentioning complete technical specifications, make, model, name of suppliers/manufacturers and commercial terms etc. of the equipments offered. It may specifically be mentioned whether the NIT is strictly as per bid technical specifications. If not, deviations must be spelt out specifically, in the absence of which, the quotation may be rejected.
- ) Specific Experience of the Firm for delivery of IT Equipments and installation, integration & maintenance of the same in Govt/PSUs/Autonomous Bodies during last 5 years. (Provide details)
- Details of Service Engineers/Service Centres of Bidders or OEMs. (Provide Details)

3) <u>Financial Bid</u>: Financial Bid shall contain the **Price Bid Schedule** as per the format in e-procurement portal. No Hard Copy of Financial Bid will be accepted.

**2.14.1** A single sealed envelope containing both the envelopes (i.e. Eligibility Criteria Envelope 1 and Technical Bid Envelope sealed separately) shall be addressed to the purchaser at the following address:

#### To,

The State Mission Director Assam State Rural Livelihoods Mission Society Sivanath Gogoi Path, Panjabari. Guwahati-781037.

The envelopes should be super scribed "TENDER FOR Supply, Installation and Commissioning of Tablet PC. DO NOT OPEN BEFORE 4:00 PM ON 16-06-2017"

The tender box shall be sealed at the stipulated deadline for submission.

The tender box shall be opened at the stipulated time of opening in the presence of intending bidders.

For any queries/ information the bidder can contact at the address mentioned below:

Assam State Rural Livelihoods Mission Society Sivanath Gogoi Path, Panjabari Guwahati-781037. Email ID: <u>asrlms.india@gmail.com</u> Tel: 0361-2330542.

) The inner and outer envelopes shall indicate the name and address of the bidders to identify the bid and to enable the bid to be returned unopened in case it is declared 'late' or 'rejected'.

- VENUE OF TENDER OPENING: Tender shall be opened in the office of Assam State Rural Livelihoods Mission Society, Sivanath Gogoi Path, Panjabari, Guwahati-781037 at the time on the due date mentioned in the N.I.T. If due to any administrative reason the venue of Bid opening is changed it will be duly intimated.
- Offer received through Fax/E-mail or through open letter shall not be accepted.
- Bids submitted not in the manner prescribed are liable to be summarily rejected which will be the sole discretion of the Authority.

#### 2.15 OPENING OF TECHNICAL BID

- 2.15.1 The Purchaser shall open the Eligibility criteria, Technical Bid in the presence of the bidder or their authorized representatives, who choose to attend at date and time specified in the NIT. The authorized representatives, who remain present, shall sign the Attendance Register.
- 2.15.2 A maximum of two representatives authorized by any bidder shall be permitted to attend the bid opening.
- 2.15.3 The date fixed for opening of bids, if subsequently declared as a Govt. holiday, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

#### 2.16 OPENING OF FINANCIAL BID

Financial Bid of only those bidders will be opened whose Eligibility Criteria, Technical Bids are found to be qualified and acceptable to ASRLMS. Authorized representative of the bidders may attend the Financial Bid opening. The qualified parties shall be notified with the date, time & venue of the opening of the Financial Bid.

#### 2.17 EVALUATION OF BIDS

- 2.17.1 The evaluation would consist of following phases:
  - Phase I: Evaluation of Eligibility Criteria.
  - Phase II: Evaluation of Technical Bids.
  - Phase III: Evaluation of Financial Bids.
  - Phase IV: Combined Evaluation of Technical and Financial Bids.
- 2.17.2 Phase I: Evaluation of Eligibility Criteria:

In this part the Agency will be evaluated for the fulfillment of the conditions specified in the Eligibility Criteria under Clause 1.1.

#### 2.17.3 **Phase II**: Evaluation of Technical Bids:

In this part the technical bid of only those agencies who have qualified the Phase I i.e. Eligibility Criteria will be evaluated.

The technical bid will be analyzed and evaluated on:

- Service Team/Centre of the Bidder/OEM (Provide the list of Service Centre in Assam)
- Availability of Service Engineer across State. (Provide details).
- ) Technical Specification. (Compliance to the specification or higher specification).
- Specific Experience of the Firm for delivery of IT Equipments and installation, integration & maintenance of the same in Govt/PSUs/Autonomous Bodies during last 5 years. (Provide Details)
- 2.17.4 The technical bid will be analyzed and evaluated and the technical bid marks shall be assigned to each bid on the basis of evaluation matrix at **Annexure-VIII**.
- 2.17.5 Analysis of technical bid:
  - i. In this part, the technical bid will be analyzed and evaluated and the technical bid marks (Stm) shall be assigned to each bid on the basis of evaluation matrix.
  - ii. Each competency group will have Minimum Qualification Score and only those Technical Bids receiving marks greater than or equal to cut-off marks in each competency group will be eligible for consideration in financial bids. If required, the Authority may seek specific clarifications from any or all Tenderer(s) at this stage. The Authority shall determine the Tenderer that qualify for the next phase after reviewing the clarifications provided by the Tenderer(s).
  - iii. Technical Bid Score: The Technical Bid Score 'St' of the Tenderer shall be derived as under
    - $S_t = (S_{tm}/S_H)$ , where

 $\mathbf{S}_t$  is the Technical Bid Score

- $S_{tm}$  = Total technical bid marks of the bid under consideration
- $S_{\rm H}$  = Highest total technical bid marks amongst all evaluated bids
- 2.17.6 The Authority reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Tenderer of any such change. At any time during the process of evaluation the Authority may seek specific clarifications from any or all Tenderer.

#### 2.17.7 Phase III: Evaluation of Financial Bids:

In this phase, the Financial Bids of the Tenderer, who are technically qualified in Phase II, shall be opened. Formula to determine the scores for the Financial Bids shall be as follows

 $\mathbf{S}_{\mathrm{f}} = (\mathbf{F}_{\mathrm{L}} / \mathbf{F}),$ 

Where

S<sub>f</sub> is the Financial Score

 $F_L$  is the value of lowest Commercial Bid

F is the price quoted in the bid under consideration

#### 2.17.8 Phase IV: Combined Evaluation of Technical & Financial Bid

i. The Total score of the Tenderer will be determined as under

**Total Score**  $(T_s) = (70 \text{ x } S_t) + (30 \text{ x } S_f)$ 

- ii. The Bid of the Tenderer, who obtains the highest  $T_s$  value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score ( $S_t$ ) will be rated as the best bid. Beyond that, Authority will decide the matter in its full discretion.
- iii. The Authority will award the Contract to the successful Tenderer whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily. The Authority shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.

#### 2.18 PURCHASER'S RIGHT TO VARY QUANTITIES

- 2.18.1 The Purchaser reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.
- 2.18.2 In case of division of order among a number of parties, the distribution of quantity will be accordingly done by the Purchaser on an individual tender.

#### 2.19 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser does not bind himself to accept the lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

#### 2.20 NOTIFICATION OF SUCCESSFUL BIDDER

- 2.20.1 Prior to the expiration of the bid period, the Purchaser will notify the successful bidder in writing by registered letter or fax or e-mail, to be confirmed in writing by registered letter that its bid has been accepted.
- 2.20.2 The notification of the award will constitute the formation of the contract
- 2.20.3 The successful bidder will furnish the Performance Bank Guarantee (PBG) within 10 days of the notification.
- 2.20.4 Upon successful bidder furnishing the PBG, the Purchaser will notify each unsuccessful bidder and will discharge its bid bond.

#### 2.21 SIGNING OF CONTRACT

- 2.21.1 At the time when the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the Bidder the contract form provided in the bidding documents, incorporating all agreement between the parties.
- 2.21.2 Within 7 days of receipt of the contract form, the successful bidder shall sign and date the contract and return it to the Bidder.

#### 2.22 CANCELLATION OF LETTER OF INTENT

2.22.1 Failure of the successful bidder to comply with the requirement of submission of Performance Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Purchaser will have the discretion to make the offer to any other bidder or call for new bids.

#### 2.23 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

#### **2.24 DELIVERY**

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods shall remain at the risk of the supplier until the completion of delivery in full. The Schedule of delivery shall be the essence of the contract.

### **SECTION - 3**

### **3** GENERAL CONDITIONS OF THE CONTRACT

#### 3.1 PRICE APPLICABILITY

Prices quoted by the bidder in the Price Bid Schedule (Annexure V) shall remain valid for a period 1 year from the date of signing the contract between the Purchaser and the Supplier.

#### 3.2 STANDARDS

The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications (Annexure III).

#### **3.3 PATENT RIGHTS**

The Supplier shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

#### **3.4 PERFORMANCE BANK GUARANTEE**

- 3.4.1 Within 10 days of the Supplier's receipt of Letter of Intent (LOI)/P.O., the Supplier shall furnish a Performance Bank Guarantee amounting to 5% of the contract/P.O. value issued by a Nationalised Bank in the prescribed format given in this tender(**Annexure-I**).
- 3.4.2 The proceeds of the Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.
- 3.4.3 The Performance Bond will be discharged by the Purchaser after completion of the Supplier's obligations including any warranty obligations under the contract.
- 3.4.4 As regards validity of Performance Bank Guarantee, please refer to Special Conditions of the contract (Section-4).

#### 3.5 INSPECTION AND TESTS

- 3.5.1 The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The Purchaser may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Purchaser requires and where they are to be conducted. Where the Purchaser decides to conduct such tests on the premises of the Supplier, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods fail to conform to the specifications, the Inspector may reject them and the Supplier shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.
- 3.5.2 Notwithstanding the pre-supply tests and inspections, the material on receipt in the Purchaser's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Purchaser.
- 3.5.3 If any material before it is taken over is found defective or fails to fulfill the requirements of the contract, the Purchaser shall give the Supplier notice setting forth details of such defects or failures and the Supplier shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 2 months of the initial report. These replacements shall be made by the Supplier, free of all charges, at the site(s).
- 3.5.4 As regards Inspecting Authority and other details please refer to Special Conditions of the Contract (Section-4).

#### 3.6 TRAINING

3.6.1 The Bidder shall provide all training materials and documents and aids.

#### 3.7 WARRANTY

3.7.1 The Supplier shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Supplier shall be responsible for any

defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser, who shall state in writing in what respect goods are faulty. This warrantee shall survive inspection or payment for, and acceptance of goods after the goods have been taken over.

- 3.7.2 However, the warranty period specified, if any, in the Special Conditions of Contract (Section 4) the same shall rule.
- 3.7.3 If it becomes necessary for the supplier to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the warranty period. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.
- 3.7.4 Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

#### 3.8 CHANGE IN ORDERS

3.8.1 The Purchaser may at any time by written order given to the Supplier make changes within the general scope of the contract in any one or more of the following:-

a) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the Purchaser.

- b) Method of transportation or packing.
- c) Place of delivery.
- d) Services to be provided by the supplier.
- 3.8.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

#### 3.9 SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

#### **3.10 LIQUIDATED DAMAGES**

- 3.10.1 The date of the delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.
- 3.10.2 In case the Supplier fails to supply the goods/services against the order, the same shall be procured from other suppliers at the cost and risk of the Supplier and the excess money will be recovered from any dues of the party.
- 3.10.3 In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5 per cent of the value of the delayed goods per week of delay or part thereof subject to a maximum of 5 per cent of the total order value. On further delays, Purchase Order will be cancelled. The Purchaser also reserves the right to cancel the order in such cases and forfeit the Performance Bank Guarantee and may also debar the Supplier for future purchases.
- 3.10.4 Liquidated Damages can be recovered from any dues of the Supplier.

#### **3.11 ARBITRATION**

3.11.1 In the event of any dispute arising between ASRLMS and the Supplier in any matter covered by this contract, the Tribunals and Courts at Guwahati will have the exclusive jurisdiction in respect of all matters and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration.

#### **3.12 RISK PURCHASE**

- 3.12.1 In the event of Supplier's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserves the right:
  - ) To reject any part of the Contract executed and withhold payment for such portion

of the Contract till such time the defects are rectified to the satisfaction of the Purchaser.

) To terminate the Contract by giving 2 weeks notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

#### **3.13 GENERAL LIEN**

Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole the Performance Bank Guarantee of the Supplier. In the event of the Performance Bank Guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the Supplier under this or any other contract with the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Purchaser on demand the remaining balance due.

#### **3.14 PACKING**

The supplier shall ensure that the Goods/Equipment are securely and adequately packed to ensure safe arrival at the destinations fully withstanding all hazards such as rough handling etc. during transit.

#### **3.15 REPLACEMENT OF DEFECTIVE EQUIPMENT**

- 3.15.1 If any equipment or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted, ASRLMS shall give the Supplier a notice setting forth details of such defects or failures and the Supplier shall forthwith arrange to set right the defective equipment or replace the same by a good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Supplier free of cost. Should the Supplier fail to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Supplier. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier against this purchase order.
- 3.15.2 If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the Supplier for such loss or defective equipment and the Supplier shall arrange to supply the same

within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

#### **3.16 FORCE MAJEURE**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be the reason of such an "eventuality" and be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of SMD, ASRLMS, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

#### **3.17 TERMINATION FOR DEFAULT**

- 3.17.1 The Purchaser, 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.
  - ) if the supplier fails to deliver any or all the goods within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser .
  - ) if the Supplier fails to perform any other obligation(s) under the contract; and
  - ) if the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
  - ) On a notice period of 30 days.

In the event the Purchaser terminates the contract in whole or in part pursuant to the above para, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue the performance of the contract to the extent not terminated.

#### 3.18 TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

#### **3.19 ADD ON/REPEAT ORDER**

ASRLMS reserves the right to place Add on/Repeat order for additional quantity upto 25% of the original quantity at the same rate and terms & conditions of the purchase order within 1 year from the date of issue of purchase order.

### **SECTION - 4**

### **4** SPECIAL CONDITIONS OF CONTRACT

The following special conditions of the contract shall supplement the general conditions of the contract. Whenever there is a conflict, the provision herein shall prevail over those in the general conditions of the contract.

#### 4.1 PRICE BASIS

F.O.R. Destination basis, the list of project sites is given at Annexure-VI

#### 4.2 PAYMENT TERMS

Payment will be released by the Assam State Rural Livelihoods Mission Society in Indian Rupees as follows:

- ) 90% payment within 30 days from the date of supply and installation at the F.O.R destination.
- ) 10% within 90 days of successful installation and commissioning at each F.O.R destination, subject to certificate from the concerned authority that material has been successfully installed and commissioned, and working satisfactorily.

No payment will be made for goods rejected on testing.

- **4.3 PAYING AUTHORITY: -** Assam State Rural Livelihoods Mission Society (ASRLMS).
- **4.4 CONSIGNEE:** As per the List enclosed at **Annexure-VI**

#### 4.5 INSPECTING AUTHORITY

The Inspecting Authority will be nominated at the time of issue of Purchase Order.

#### 4.6 DELIVERY SCHEDULE

Within 4 weeks from the date of issue of purchase order.

#### 4.7 LIQUIDATED DAMAGES (LD)

4.7.1 In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5 per cent of the value of the delayed goods per week of delay or part thereof subject to a maximum of 5 per cent of the total order value. On further delays, Purchase Order will be cancelled. The Purchaser also reserves the right to cancel the order in such cases and forfeit the Performance Bank Guarantee and may also debar the Supplier for future purchases.

#### 4.8 PERFORMANCE BANK GUARANTEE (PBG)

The bidder is required to submit PBG for an amount equivalent to 5% of the total Contract Value in the form of Bank Guarantee issued by Nationalized Bank at the time of execution of agreement valid up to end of Warranty Period.

#### 4.9 WARRANTY

Comprehensive onsite warranty for 1 (One) years for all good. Services and Spares under warranty will be provided free of cost at sites. After expiry of the warranty period, the supplier shall enter into an Annual Maintenance Contract (AMC) with the purchaser for a period of 2 years for goods.

#### 4.10 SERVICE LEVEL AGREEMENT (SLA)

No Equipment should be down for more than 3 Calendar days in a month. Otherwise, penalty of Rs. 500/- per day per equipment is liable to be imposed from the Supplier.

The successful bidder shall be required to sign the Service Level Agreement (Annexure-II) with the end user based on the operation requirements.

Annexure -I

#### FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

#### То

The State Mission Director. Assam State Rural Livelihoods Mission Society (ASRLMS) Panjabari, Guwahati-37

#### OUR LETTER OF GUARANTEE No. : \_\_\_\_\_

In consideration of "Assam State Rural Livelihoods Mission Society", having its office at the Sivanath Gogoi Path, Panjabari, Guwahati-37 (hereinafter referred to as "ASRLMS") and having entered into an agreement dated\_\_\_\_\_\_ / issued Purchase Order No. \_\_\_\_\_\_ dated \_\_\_\_\_\_ with /on M/s \_\_\_\_\_\_ (hereinafter referred to as "The Supplier").

WHEREAS, the Supplier having unequivocably accepted to supply the materials as per terms and conditions given in the Agreement dated \_\_\_\_\_\_ / Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and ASRLMS having agreed that the Supplier shall furnish to ASRLMS a Performance Guarantee for the faithful performance of the entire contract, to the extent of 5% (Five percent) of the value of the Purchase Order i.e. for\_\_\_\_\_\_

We, \_\_\_\_\_\_ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. \_\_\_\_\_\_ in your favour for account of \_\_\_\_\_\_ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

This Letter of Guarantee will expire on \_\_\_\_\_(after the completion of the warranty period) including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signatory Manager Seal of Bank

#### Annexure- II FORMAT FOR SERVICE LEVEL AGREEMENT

Terms of the Service Level Agreement would be as under:

For Tablet PC (Annexure-III):

- 1. All the supplied goods should be under ONE YEAR on site comprehensive warranty including replacement of defective spare parts.
- Bidder guarantees an uptime of 95% for the entire system failing which a penalty of Rs. 500/- (Rs. Five hundred) per day per equipment will be recovered from the Bank Guarantee or the Payment due to the Vendor.
- 3. For all locations, the response time for maintenance call of equipments should not exceed 24 hours. The Service down time should not exceed 48 hours from the time at which the complaint was made for these locations. If the down time is more than the stipulated period, the Supplier will provide a stand by Service. In case the Service is not provided or an alternative Service not arranged within the stipulated period from the time of failure report then the Purchaser may choose to get the same Serviced from any other agency and the cost and expenditure incurred therein shall be recoverable from the Supplier.
- 4. In case the equipments are not made operational within 21 days (three weeks) from the lodging of the complaint, Bank Guarantee provided by the bidder to ASRLMS shall be invoked in respect of equipment during warranty period.
- 5. All other suitable terms & conditions from the above tender would be made part of this.

The Downtime of the equipment starts from the time ASRLMS's complaint is lodged/logged in at the bidder address as provided by the bidder for escalating complaints. Any delay in this shall be excluded from the availability calculations. The complaint can be logged during working hours (9.00 AM - 6.00 PM on all working days, excluding Sundays & National Holidays). Any delay in escalating a complaint shall be excluded from the availability calculations.

### **Technical specifications and Bill of Quantity (BoQ)**

#### Annexure- III

Processor Quad Core 1.3 Ghz ARM Cortex – A53 64 bit processor Design and Full Capacitive Multi Touch 20.32 Display cm (8.0") Display 188.68 PPI IPS HD Screen Memory & 3 GB RAM, 16 GB Built-in Storage Storage Micro SD Slot, expandable up to 64 GB Operating Android TM 6.0 system Network Phone calling function with built-in receiver, 4G (Dual SIM) 4G Downlink up to 150 Mbps, uplink up to 50 Mbps	S1.	Destination	Item Name	Total Quan (nos.)	ntity
I.Of opposite of the presence of	1.	Ref Annexure	Tablet PC	4466	

	Tablet quoted	
Connectivity	Bluetooth (V4)	
	WiFi IEE 802.11 b/g/n	
	WiFi Hotspot	
	USB Tethering & Bluetooth	
	Tethering	
	USB OTG Function	
Audio Jack	3.5 mm Headphone Jack	
Sensors	Light Sensor	
	G-Sensor	
	Proximity Sensor	
	Accelerometer	
Accessories	OTG Cable	
	Case Cover/ Carry Case	
	User Manual and documentations	

Annexure -IV

### **Datasheet**

SI No	Item	Make	Model No.	Specifications	Total quantity	Compliance Yes/No	Remark

		<u>Pric</u>	e Bid S	Schedu	<u>11e</u>		Annexure	·V
Sl No	Brief	Configuration	Qnty	Rate	per	Taxes per	Total	Total
	Description of			Unit	(In	Unit	Cost per	Cost (In
	Items			Rs)		(In Rs)	Unit	Rs)
							(In Rs)	
1.			4466					
А	Total Amount (I	n Rs)						
В	F.O.R Destination	on Amount						
	(In Rs) [Lumpsu	m]						
С	Gross Total An	nount (A + B)						
	(In Rs)							

We agree to supply the above goods in accordance with Technical specifications for a total Contract Price of Rs.....(Amount in Figures) (Rs..... in Words) within the period specified in the NIT.

We also confirm that the normal commercial warrantee/guarantee of..... months shall apply to the offered Items. (If applicable)

:

:

SIGNATURE OF BIDDER

NAME & DESIGNATION

NAME & ADDRESS OF THE FIRM :

#### Annexure -VI

List of Project Sites No's to be delivered					
Sl. No	Block	District	per Block.		
1	ALGAPUR	HAILAKANDI	56		
2	BAJIAGAON	NAGAON	91		
3	BARHAMPUR	NAGAON	70		
4	BARKHETRI	NALBARI	110		
5	BINNAKANDI	HOJAI	97		
6	BORCHALA	SONITPUR	99		
7	BORKHOLA	CACHAR	49		
8	BOROBAZAR	CHIRANG	65		
9	CHAIDUAR	BISWANATH	84		
10	CHANDRAPUR	KAMRUP-METRO	29		
11	CHAPORSALKOCHA	DHUBRI	85		
12	CHENGA	BARPETA	35		
13	DALGAON-SIALMARI	DARRANG	81		
14	DANGTOL	BONGAIGAON	93		
15	DEMOW	SIVASAGAR	29		
16	DHAKUAKHANA	LAKHIMPUR	16		
17	DHEKIAJULI	SONITPUR	98		
18	DHEMAJI	DHEMAJI	103		
19	DIMORIA	KAMRUP-METRO	110		
20	DIYUNGVALLEY	DIMAHASAO	45		
21	DOLONGGHAT	NAGAON	86		
22	GOBARDHANA-BTC	BAKSA	65		
23	GOLAGHATCENTRAL	GOLAGHAT	69		
24	GOLAGHATEAST	GOLAGHAT	66		
25	GUIJAN	TINSUKIA	51		
26	НАЈО	KAMRUP	63		
27	JALESWAR	GOALPARA	29		
28	JOYPUR	DIBRUGARH	48		
29	KACHUGAON	KOKRAJHAR	79		
30	KAKOPATHAR	TINSUKIA	86		
31	KARUNABARI	LAKHIMPUR	87		
32	KHAGORIJAN	NAGAON	13		
33	KOKRAJHAR	KOKRAJHAR	33		
34	KUSHDHOWA	GOALPARA	68		
35	LAHARIGHAT	MORIGAON	124		
36	LALA	HAILAKANDI	71		
37	LANGSOMEPI	KARBIANGLONG	102		
38	LAWKHOWA	NAGAON	71		
39	LUMBAJONG	KARBIANGLONG	87		
			18		
40	MAYONG	MORIGAON			

#### **List of Project Sites**

41	MAZBAT	UDALGURI	24
42	NAZIRA	SIVASAGAR	20
43	NORTHWESTJORHAT	JORHAT	138
44	PAKABETBARI	BARPETA	108
45	PASCHIMNALBARI	NALBARI	25
46	PATHARKANDI	KARIMGANJ	19
47	PUB-MANGALDAI	DARRANG	19
48	PUBCHAIDUAR	BISWANATH	120
49	RAHA	NAGAON	84
50	RAJABAZAR	CACHAR	6
51	RONGKHANG	WESTKARBIANGLONG	125
52	SADIYA	TINSUKIA	86
53	SAPEKHATI	CHARAIDEO	109
54	SIDLI-CHIRANG	CHIRANG	82
55	SISSIBORGAON	DHEMAJI	143
56	SOUTHKARIMGANJ	KARIMGANJ	58
57	SOUTHSALMARA	SOUTHSALMARA- MANKACHAR	24
58	SRIJANGRAM	BONGAIGAON	14
59	SUALKUCHI	KAMRUP	99
60	TENGAKHAT	DIBRUGARH	80
61	TITABOR	JORHAT	92
62	UDALGURI	UDALGURI	170
63	UJANIMAJULI	MAJULI	60
	Total		4466

#### **Annexure-VII**

# Form of Contract Agreement <u>AGREEMENT</u>

This Agreement, made the \_\_\_\_\_day of \_\_\_\_\_2017, by and between

(name and address of Purchaser hereinafter called "the Purchaser") and

(name and address of Supplier hereinafter called "the Supplier") of the other part.

Whereas the Purchaser is desirous that the Supplier execute\_\_\_\_\_

(name and identification number of Contract hereinafter called "the Contract")

and the Purchaser has accepted the Bid/Quotation submitted by the Supplier for the execution and completion of such Contract.

#### Now this Agreement witnesses as follows:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
- 2. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the Contract in conformity in all respects with the provisions of the Contract.
- 3. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the Contract the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 4. The General Conditions and Special Conditions of the contract document (enclosed) as contained in the Tender Document. No. ASRLMS/TBMIS/706/2016-17/29, dated 16.05.2017, constitutes part of this contract agreement and terms and conditions contained therein will be binding on the Purchaser and the Supplier.

In Witness whereof the parties hereto have caused this Agreement to be executed on\_\_\_\_\_, 2017

Signed By\_\_\_\_\_

(the Purchaser)

Signed By\_\_\_\_\_

(the Supplier)

# **Evaluation Matrix**

#### Annexure-VIII

SI. No.	Bid Components		Weightage in Technical Score	Minimum Qualification Score
1	Experience of the Firm Proven experience for delivery of IT Eq integration & maintenance of PSUs/autonomous bodies/Authority dur	the same in Govt./	20 marks	10 marks
2	Qualification of Technical Experts/ Serv Service Team/ Centre of the Bidder/ OEM (provide the list of service Centres/service team in Assam) 1. 10-15 nos. 2. 15-27 nos. Service Engineer: SI/ Bidder 1. 10-15 Nos 2. 15-27 Nos	ice Centre 10 marks 20 marks 10 marks 20 marks	40 marks	20 marks
3	Technical Specification Comparison between Technical Specification and offered Specification	Compliance to the Specification or higher Specification.	40 marks	20 marks
		Total	100 marks	

#### ANNEXURE:-IX

#### Manufacturer's Authorization <u>Form</u>

Ref No.:.... Date:.....

To The State Mission Director Assam State Rural Livelihood Mission Society Shiva Nath Gogoi Path, Panjabari Guwahati – 781037

NIT No.:

#### Sir?Madam,

No company or firm or individual other than ......(Name of Authorized Dealer) are authorized to bid, and conclude the contract for the above goods manufactured by us, against this specific NIT.

We hereby extend our full guarantee and warranty as per Terms and Conditions of Contract for the goods and services offered for supply by the above firm against this NIT.

Yours faithfully

(Sign & Name of Authorised Signatory) (Name of Manufacturer)