

# **BID DOCUMENT**

## **E-Procurement**

### **Open Competitive Bid (OCB)**

*for*

**Procurement of Tab for the students of IIIT-Srikakulam**

**Rajiv Gandhi University of Knowledge Technologies**

**Proprietary & Confidential**



**RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES**

**IIIT- Srikakulam,**

**S. M. Puram (V), Etcherla (M),  
Srikakulam (Dist.), A.P – 532402**

**Phone No: 7013731599**

**News paper advertisement**  
**E-Procurement Tender Notice**



**RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES**  
**IIIT- Srikakulam,**  
**S. M. Puram (V), Etcherla (M), Srikakulam (Dist.), A.P – 532402**

Online tenders are hereby invited from reputed manufacturers/ authorized representatives of the Manufacturer/Whole sale dealers and eligible bidders for supply of Tablets to the students of IIIT – Srikakulam.

Interested bidders can download and submit the bids online from **12.07.2017 to 19.07.2017 up to 05:00PM** through <https://tender.apecurement.gov.in> (AP Portal). For further details please visit our website: [www.rguktn.ac.in](http://www.rguktn.ac.in) or <https://tender.apecurement.gov.in> (Andhra Pradesh Portal)

Date. 11.07.2017

**Sd/-**  
**Administrative Officer**  
**IIIT – Srikakulam**

# Section A

## Tender Call notice

### Procurement of Tablets

#### Time schedule of various tender related events

Bid calling date	12.07.2017
Bid Document fee (Non refundable)	Rs. 20,000/- (By way of DD from any Scheduled Bank in favor of Director, RGUKT Srikakulam, payable at Srikakulam) (Non refundable)
Bid Documents Downloading Start date	12 .07.2017
Bid Document Downloading End Date	19.07.2017 till 05.00 PM
Last date for uploading of online documents	19 .07.2017 at 05:30 PM.
Last date for submission of the Hardcopies along with sample Tablet	20.07.2017 at 2:30 PM,
Pre-qualification & Technical Bid opening date/time	20.07.2017 at 03:00 PM.
Price Bid opening date/time	20 .07.2017 at 04:30 PM
Contact person	Administrative Officer (i/c), IIIT – Srikakulam
Reference No	Ref: IIIT/SKLM/RGUKT/ Tab/ /T03/2017

#### CLARIFICATIONS:

- i. Queries if any can be made through e-mail only on [ao.sklm@rgukt.in](mailto:ao.sklm@rgukt.in) on or before 14.07.2017. Queries received via any mode other than e-mail id mentioned above will not be entertained. The queries should only be sent in following format on the official letter head of the company.

S. No.	Page No. (Tender Ref.)	Clause (Tender Ref.)	Description (Tender Ref.)	Query

- ii. The addendum/corrigendum if any shall be published on IIIT -Srikakulam's website i.e. [www.rgukt.ac.in](http://www.rgukt.ac.in) as well as on e-procurement platform <https://tender.apecurement.gov.in>.
- iii. The Bidders are requested to submit the bids after issue of clarifications duly considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/ amendments made by IIIT- Srikakulam

## Section B

### B.1. Statement of important limits/ values related to bid

S. No	Item	Description
1	EMD	Rs. 15,00,000/- (in the form of DD/BG from Nationalized drawn in favor of Director, RGUKT, Srikakulam)
2	Bid Validity Period	180 days from the date of opening of bid
3	EMD Validity Period	180 days beyond bid validity period
4	Variation in quantities	± 20%
5	Period for furnishing Performance security	Within 3 days from date of receipt of notification of award
6	Performance security value for schedule	10% of contract value for Schedule-I in favor of “The Director, IIIT- Srikakulam, Rajiv Gandhi University of Knowledge Technologies -”, from any Scheduled/Nationalized bank only.
7	Performance security validity period	120 days beyond warranty period for Schedule-I
8	Period for signing contract	Within 3 days from date of receipt of notification of award.
9	Warranty period	24 months comprehensive warranty from the date of successful installation of all goods of schedule-I
10	Up time %	97% calculated over 3 calendar months period. For the purpose of up time calculation, day will be counted of 12 hours duration - 8:00 AM to 8:00 PM on all days.
11	Payment terms	<ul style="list-style-type: none"> <li>• 90% against delivery and after installation with the satisfactory working/performance evaluation certification from the concerned authority and remaining 10% payment after 30 days of the installation.</li> <li>• Payment will be made at concerned Institute as per norms.</li> </ul>
12	LD for late deliveries	1% of the late delivered or deemed late delivered goods for one week or part there of 2% for 2 weeks or part there of 4% for 3 weeks or part thereof and so on maximum of 10%. If delay continues beyond the limit, contract is liable for cancellation.
16	Maximum LD for late deliveries	10% of value of late delivered of deemed late delivered goods
17	Penalty for failure to maintain during warranty or AMC	For every 1% reduction in up time from 97%, penalty will be 0.3% of equipment cost, which is down or deemed down as the case may be.
18	Conditional bids	Not acceptable and liable for rejection.

20	Tab/Smart Phones evaluation	The vendor has to submit one sample TABLET along with accessories of the type which they intend to supply against the tender for technical evaluation, performance tests carrying and compliance to the specifications at the time of submission of the bid. The vendor who fails to submit the sample TABLET, their bid will not be accepted.
21	Placing work order	<ul style="list-style-type: none"> <li>➤ IIIT- Srikakulam will place order on identified successful bidder.</li> <li>➤ If decided IIIT – Srikakulam can split the order basing on the quoted price and service track record. The decision of the Director, IIIT – Srikakulam is final in this regard.</li> </ul>
22	<b>Eligibility Criteria</b>	<b>As per Section C</b>
23	Transaction Fee	<p><b>Transaction fee:</b> All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores and Rs.25000/- if the purchase value is above Rs.50 crores &amp; service tax applicable @ 15.00% as levied by Govt. of India on transaction fee through online in favor of MD, APTS. The amount payable to APTS is non refundable.</p> <p>Corpus Fund: Successful bidder has to pay an amount of 0.04% on quoted value through demand draft in favor of Managing Director, APTS, Hyderabad towards corpus fund at the time of concluding agreement</p>
24	Transaction Fee Payable to	The Managing Director, A.P. Technology Services Ltd., Hyderabad
25	Bid submission	<p><b>On Line.</b></p> <p>Bidders are totally responsible for incorporating/complying the changes/amendments made by the Director, IIIT-Srikakulam.</p>
26	Procedure for Bid Submission	<p>Bids shall be submitted online on <a href="https://tender.apecurement.gov.in">https://tender.apecurement.gov.in</a> platform</p> <ol style="list-style-type: none"> <li>1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website <a href="https://tender.apecurement.gov.in">https://tender.apecurement.gov.in</a></li> <li>2. Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates.</li> <li>3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place.</li> <li>4. The bidders should scan and upload the respective documents in Pre Qualification and Technical bid documentation as detailed at Section E &amp; G of the RFP including EMD.The bidders shall</li> </ol>

		<p>signonall the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity.</p> <p>5. The rates should be quoted in online only No physical submission of price bids will be accepted.</p>
27	Other conditions	<p>1. After uploading the documents, the copies of the uploaded technical bid documents, sample Smart Phone along with all accessories for evaluation and original Demand Drafts in respect of Bid Security and Bid document fee are to be submitted by the bidder to the “The Director, IIIT- Srikakulam, RGUKT located at S. M. Puram (V), Etcherla (M), Srikakulam (Dist.), A.P – 532402”, by <b>2:30 PM on 20.07.2017”</b></p> <p>Failure to furnish any of the uploaded documents, certificates, will entitled in rejection of the bid. The IIIT- Srikakulam shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.</p> <p>2. IIIT-Srikakulam will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.</p> <p>3. The Documents that are uploaded online on e-market place will only be considered for Bid Evaluation.</p> <p>4. Important Notice to Contractors, Suppliers and Department users (i) In the endeavor to bring total automation of processes in e-Procurement, the Govt.has issued orders vide G.O.Ms.No. 13 dated. 5.7.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC/Axis Banks with e-Procurement platform, which provides a facility to participating suppliers / contractors to electronically pay the transaction fee online using their credit cards.</p> <p>5. The IIIT- Srikakulam reserves the right to reject/cancel all or any of the tenders without assigning any reason there for.</p> <p>6. The tender which is conditional/incomplete/ belated/ without earnest money/without document fee will not be considered.</p>

**Note:**

- The dates stipulated above are firm and under no circumstances they will be relaxed unless extended by an official notification or happen to be Public Holidays. For the assistance in the online submission issues, the bidder may contact the help desk of M/s. VUPADHI (<https://tender.apecurement.gov.in> ) at their e-mail address: [contact@vupadhi.com](mailto:contact@vupadhi.com), Phone: +91 40-39999700, 39999701.
- Tender document can be viewed/downloaded from the website [www.rguktn.ac.in](http://www.rguktn.ac.in) and <https://tender.apecurement.gov.in>. Any further corrigendum/ addendum shall be uploaded on the procurement portal i.e. <https://tender.apecurement.gov.in>. and IIIT – Srikakulam website i.e. [www.rguktn.ac.in](http://www.rguktn.ac.in)
- **After uploading the documents, the copies of the uploaded technical bid documents for evaluation and original Demand Drafts in respect of Bid Security and Bid document fee are to be submitted. No physical submission of price bids will be accepted.**
- For any clarification and further details on the above tender please contact Telephone No: 7013731599, or Contact Person, and Email Id: [ao.sklm@rgukt.in](mailto:ao.sklm@rgukt.in) during office hours.

## SECTION –C

### 1. ELIGIBILITY CRITERIA:-

- a) The bidder should be a manufacturer/ authorized representative of a manufacturer/whole sale dealer and should be in business of manufacture and or supply and maintenance of the offered items for a minimum period of Three years in Andhra Pradesh/Telagnana as on bid calling date.
- b) The Bidder should be an OEM or authorized Dealer/authorized Distributor of the OEM whose product is being quoted. In case of the authorized Dealer/authorized Distributor separate authorization letter from the OEM is mandatory to quote in the tender. The Authorization Certificate shall be furnished on the letter head of the manufacturing concern/OEM and should be signed by a person on behalf of the manufacturer/OEM, who is competent to authorize the agent/dealer/ distributor. Copy to be furnished
- c) OEM/Bidder the average annual turnover for the last three years should be Rs. 2 Crores from Sales & Maintenance of Tab/Smart Phones /IT/ITes services. the bidder should submit audited balance sheet for last 03 years and a Certificate from a Chartered Accountant.
- d) The Bidder should have a minimum of four authorized Service Centre of the OEM in Andhra Pradesh and proof of copy to be furnished. During the warranty period the bidder has to provide one on-site engineer/Technician at IIIT- Srikakulam during the working hours for six days a week to attend any complaint in the Tablets. The details of proposed site engineers to be deployed should be furnished.
- e) The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
- f) Certificate of Registration, Certificate of Incorporation. self attested copies to be attached
- g) Copy of the ISO certification. self attested copies to be attached
- h) PAN No. of the company/Firm, TIN No (As applicable): self attested copies to be attached
- i) Proof of Income Tax, and GST ; Self attested copies to be attached
- j) The bidder or the Bidder's group company or the manufacturer should not have been blacklisted by any State Government / Central Government / PSU for any reason in the last three financial years as on bid calling date. A letter of undertaking on the letter heads of the Bidder/ Manufacturer should be submitted separately stating that they have not been blacklisted by any State Government / Central Government / PSU for any reason in the last three years and should be signed by an Officer competent and having the



power of attorney (with Company stamp) to bind the bidding Firm / Manufacturer(s). The letter of undertaking should be submitted in Pre-qualification Bid.

k) The bidder/OEM must have:

1. Qualified Service Engineer
2. Spare parts stock and after sales service facilities in Andhra Pradesh

l) Bidder must have proven record of having supplied at least 400 nos Tablets in single supply order or two orders for supplying 200 nos Tablets to or three orders for supplying 150 nos Tablets in any of the last three financial year ending 2014-15, 2015-16, and 2016-17 in India to any Government Department/ Government Institutions/ Government undertaking or Affiliated Body/ Recognized Educational Institution/ Banks/Financial Institution/ Reputed Organization.

m) Certificate of Conformity, Technical Specifications compliance sheet, Technical Information and specifications prescribed by the manufacturer for the items quoted.

n) The Bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the technical specifications of the equipment: Original Catalogue.

Note: In case, the Bidder is not submitting the above documents the bid will be rejected.

## SECTION -D

### **1. INSTRUCTION TO BIDDERS:-**

- a) This section specifies the procedures to be followed by bidders in the preparation and submission of their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract. It is important that the bidder carefully reads and examines the Tender document.
- b) The Director, IIIT- Srikakulam reserves the right to accept or reject any/or all the bids without reason thereof.
- c) All pages forming part of the tender documents should be duly signed, stamped and submitted through online. Pages not signed and stamped will be considered invalid and rejected.

### **2. PREPARATION AND SUBMISSION OF PROPOSAL:-**

#### **a) Completeness of Bids**

Bidders are advised to study all instructions, forms, terms, requirements and other information in the TENDER document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications. The response to this TENDER should be full and complete in all respects. Failure to furnish the information required by the TENDER documents or submission of a proposal not substantially responsive to the TENDER documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The TENDER Document is not transferable to any other bidder.

#### **b) Language**

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be in English language only.

#### **c) Preparation and Submission of Bid**

The bidder is responsible for registration on the e-procurement portal (<https://tender.apecurement.gov.in>) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the M/s. VUPADHI (<https://tender.apecurement.gov.in>) at their e-mail address: [contact@vupadhi.com](mailto:contact@vupadhi.com), Phone: +91 40-39999700, 39999701. The Bidder shall submit the proposals online as described below-

- i. Proposal that are incomplete or not in prescribed format may be rejected.

- ii. The Technical and Financial proposal should be submitted only through e- Procurement portal.
- iii. Technical Proposal - Scanned copy in PDF file format, signed on each page.
- iv. Financial Proposal – should be filled online only.
- v. Conditional proposals shall not be accepted. If any clarification is required, the same should be obtained before submission of the bids.
- vi. Any alteration, erasures or overwriting should be valid only if the person or persons signing the bid initial them.
- vii. Bidders are advised to upload the proposals well before time to avoid last minute issues.
- viii. The bid has to be submitted only through online through <https://tender.apecurement.gov.in> website. No physical submission of financial bid would be acceptable.

#### **d) Tender Validity**

The TENDER offer must be valid for 180 days from the due date of submission of proposal as mentioned in this TENDER or the subsequent corrigendum (if any). However, IIIT- Srikakulam may extend this period, if the bidder accepts the same in writing.

#### **e) Cost and Currency**

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason what so ever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

#### **f) Interpretation of the clauses in the Tender Document**

In case of any ambiguity in the interpretation of any of the clauses in Tender Document, the IIIT- Srikakulam interpretation of the clauses shall be final and binding on the bidder. The decision taken by the IIIT- Srikakulam in the process of Tender evaluation will be full and final.

#### **g) Amendment of Tender Document**

At any time prior to the deadline for submission of bids, IIIT- Srikakulam for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on website and bidders are requested to visit the e-procurement website and Institute Website for updates, modification and withdrawal of Offers.

## **h) Deviations**

The bidder shall not be allowed to make any deviation whatsoever from the terms and condition and technical specifications specified in the TENDER.

## **i) Earnest Money Deposit (EMD) / Bid Security**

The Bidder shall furnish a bid security of Rs Fifteen Lakh only in the form of DD/BG from Nationalized bank drawn in favor of Director, RGUKT, Srikakulam. No exemption whatsoever will be granted for EMD. Proposal without EMD shall be rejected and shall not be considered for further evaluation. No interest shall be payable on EMD under any circumstances.

Unsuccessful Bidder's Bid security shall be discharged or returned within 60 (sixty) days of expiration of the period of proposal validity or after awarding Tender to successful Bidder.

In case of the successful bidder, the EMD shall be discharged upon signing of agreement and submission of performance bank guarantee of 10% of the total work order for a period of 27 Months extendable up to the entire duration of the contract period for the satisfactory performance /completion of the complete project (including project period plus three months) in the form of Bank Guarantee with IIIT-Srikakulam within 15 days of issue of LOI

The EMD shall be forfeited by IIIT- Srikakulam on account of one or more the following reasons-

- If a bidder withdraws his bid during the period of bid validity
- If the bidder fails to sign the agreement in accordance with terms and conditions (Only in case of a successful bidder)
- Fails to furnish performance bank guarantee.
- Information given in the proposal is found inaccurate/incomplete

## **3. BID EVALUATION**

### **General Guidelines for bid opening and evaluation:**

Bids will be in three parts (Pre-qualification, technical and financial) or two parts (Technical and financial) or composite bid (technical and financial bid together) as indicated in the tender call. For three part bids there will be three bid opening events, in two part bid there will be two bid opening events and in case of composite bids there will be only one bid opening event.

Following guidelines will generally be followed by IIIT- Srikakulam officers at each such event. However IIIT- Srikakulam may deviate from these in specific circumstances if it feels that such deviation is unavoidable. Or will improve speed of processing and consequent project execution.

**i. Tender Opening**

Bid Opening shall take place through the e-Procurement Portal. Online Proposals submitted along with the EMD/ Bid Security and Tender Fee shall be considered for Bid opening as per the timelines mentioned in the Bid Data Sheet. In case of EMD/ Bid Security is not received as per the timeline mentioned in Bid Data Sheet, the bid submitted in e- Procurement Portal would be rejected. The EMD/ bid security will be opened by Committee at IIIT - Srikakulam on the specified date, and time.

Preliminary scrutiny will be made to determine where they are complete, whether any computational errors have been made, whether required sureties have been furnished, where the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the vendor does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited, if there is a discrepancy between words and figures the amount in words will prevail.

IIIT- Srikakulam may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

Prior to the detailed evaluation, IIIT- Srikakulam will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.

If a bid is not substantially responsive, it will be rejected by the IIIT- Srikakulam and may not subsequently be made responsive by the bidder by correction of the nonconformity. Bids not conforming to such preliminary requirements will be prima facie rejected.

the IIIT- Srikakulam may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by IIIT- Srikakulam in the evaluation of the bids. Bids not conforming to such preliminary requirements will be prima facie rejected.

## ii. Tender Evaluation

To evaluate the Tender the Director, IIIT- Srikakulam shall formulate a Tender Evaluation Committee (TEC) (also referred to as "Evaluation Committee"). The Evaluation Committee shall evaluate the Technical and Financial bids as per the following process:

- ✚ IIIT- Srikakulam will evaluate and compare the bids that have been determined to be substantially responsive.
- ✚ Tender Evaluation Committee shall review the Technical Proposal along with Eligibility Criteria. To assist in the examination, evaluation and comparison of the bids, and qualification of the Bidders, Evaluation Committee may, at its discretion, ask any Bidder for a clarification of its bid.
- ✚ **Pre – qualification bid documentation shall be evaluated in two sub-steps.**
  - Firstly, the documentation furnished by the vendor will be examined prima facie to see if the technical skill base and financial capacity and other vendor attributed claimed therein are consistent with the needs of this project.
  - In the second step, IIIT- Srikakulam may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional , technical faculties to verify claims made in technical bid documentation

### ✚ **Evaluation of technical bids and Tab/Smart Phones:**

Technical bid documentation shall be evaluated in two sub-steps

- Firstly, the documentation furnished by the vendor will be examined prima facie to see if the technical skill base and financial capacity and other vendor attributed claimed therein are consistent with the needs of this project.
- In the second step, IIIT- Srikakulam may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation
- The vendor has to submit one sample Tab along with accessories of the type which they intend to supply against the tender for technical evaluation, performance tests carrying and compliance to the specifications at the time of submission of the bid. The vendor who fails to submit the sample Tab and accessories, their bid will not be accepted.
- Tab that fail to qualify in the performance tests will not be allowed to participate in the commercial bid.

✚ Financial bids of those vendors who satisfy all phases of the pre-qualification and technical bid and evaluation of Tab corresponding to chosen technical bid choices will only be opened. All other financial bids will be ignored.

✚ IIIT- Srikakulam will assess the nature of financial offers and may pursue any or all of the options mentioned under financial bid IIIT- Srikakulam may at its discretion discuss with vendor(s) available at this stage to clarify contents of financial offer

#### **4. Failure to agree with the Terms and Conditions of the TENDER**

Failure of the successful bidder to agree with the Terms & Conditions of the TENDER / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event IIIT- Srikakulam would reject the proposal and forfeit the EMD as specified in the document.

#### **5. IIIT- Srikakulam right to vary quantities at time of award**

IIIT- Srikakulam reserves the right at the time of award to increase or decrease the quantity, as indicated in tender call, from the quantity of goods and services originally specified in the specification without any change in unit price or other terms and conditions

#### **6. IIIT- Srikakulam right to accept any bid and to reject any or all bids**

IIIT- Srikakulam reserves the right to accept or reject any bid , and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) on the grounds for such decision.

The Director, IIIT- Srikakulam reserves the right to accept or reject any / or all the tenders without assigning any reasons whatsoever. The Director, IIIT- Srikakulam also reserves the right to cancel the selection process for award of the contract at any time. The decision of the Director, IIIT- Srikakulam is final and binding.

IIIT- Srikakulam makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this TENDER does not constitute an offer by IIIT- Srikakulam. The bidder's participation in this process may result in IIIT- Srikakulam selecting the bidder to engage in further discussions.

#### **7. Technical requirements**

The technical specifications as per tender are the minimum configuration required. Higher specifications may be considered but no price weight age for higher specifications shall be considered.

Bidders who qualify in the technical evaluation i.e. Eligibility criteria & Technical Compliance of products quoted as per required specification shall only be considered for financial evaluation. Non-compliance to any of the technical and functional specification will attract rejection of the proposal.

## **8. Inspection & Delivery**

Purchaser reserves the right to inspect the manufacturer/supplier works prior to supply. The systems supplied shall be inspected by the purchaser.

Conduct 100% Quality inspection and testing and ensure that each and every Tab complies to the as mentioned in the Technical Specifications and ensure that there should not be any physical damage(s) and shall contain all the required accessories before declaring the tablet as “Ready for delivery”.

The selected bidder is expected to carry out all activities covering supply including delivery, installation of software if any, patch updation and documentation, Testing, Quality Inspection in coordination with IIIT- Srikakulam and other Concerned Institutes of RGUKT.

## **9. Financial Bid Evaluation**

The financial bids for technically qualified bidders will be opened. Financial bids, not substantially responsive or incomplete in any manner, are liable to be disqualified.

## **10. Selection of the Bidder**

The rate quoted per unit (Tab/Smart Phone) in the financial bid sheet should be inclusive of all Taxes in A.P. The technically qualified bidder with lowest bid value inclusive of all taxes in Andhra Pradesh. As per financial bid shall be the successful Lowest Bidder (L1).

The material delivered should be billed from an office in Andhra Pradesh and the bidder should have paid Andhra Pradesh VAT.

In the event that any successful bidder (L1) withdraws or is not ready for engagement for any reason, IIIT- Srikakulam may invite the vendor with next lowest rate (L2) for engagement provided L2 bidder is ready to accept the rate quoted by L1 bidder.

L1 bidder will be required to submit Performance Bank Guarantee and sign an agreement within 15 days of the issue of Letter of Intent (LOI).

## **11. Confidentiality**

- ✚ Any attempt by a Bidder to influence IIIT- Srikakulam in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- ✚ If any Bidder wishes to contact IIIT- Srikakulam during/after opening of the Bid to award of contract. He may do so in writing



## **SECTION -E**

### **A. TERMS AND CONDITIONS GOVERNING THE CONTRACT**

#### **1. Performance Bank Guarantee (PBG)**

The successful bidder shall furnish a Performance Bank Guarantee of 10% of the total work order value, valid for a period of 27 Months extendable up to the validity of the contract period within 15 days of the issue of Letter of Intent (LOI).

#### **2. Taxes and Duties**

The Rates quoted shall be inclusive of all taxes, duties, cess etc. The bidder cannot claim charges over and above the rates quoted per unit of Tab/Smart Phone as per financial bid towards payment of any tax/cess/duty etc.

#### **3. Warranty**

Tab/Smart Phone should invariably have a comprehensive warranty for a period of Two year from the date of successful distribution including battery. Comprehensive Warranty period (including Spares-Parts/ Service/ Labour /On-site, comprehensive)

The Vendor warrants that the goods and services supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods and services supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

The warranty period shall be as stated in bid document. The vendor shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part, the vendor shall, make such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expenses and to carry out further performance tests.

The equipment supplied should achieve required up time.

IIIT-Srikakulam user shall promptly notify the Vendor shall, within the period specified in GCC and with all reasonable speed, repair or replace the defective goods and services or parts thereof, without costs to the user.

If the Vendor, having been notified, fails to remedy the defects(s) within a reasonable period, the IIIT-Srikakulam /user may proceed to take such remedial action as may be necessary, at the vendor's risk and expense and without prejudice to any other rights which the IIIT-Srikakulam /user may have against the Vendor under the contract.

#### **4. Work Order and Distribution Schedule**

The quantity of Smartphone to be supplied will be mentioned in the work order that will be issued by IIIT- Srikakulam. The successful bidder shall adhere to the following distribution schedule for work order issued. IIIT- Srikakulam reserves the right to issue one or more work orders.

#### **5. Transfer / Sub-Contracting**

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof. However, in case of circumstances beyond the control of bidder, transfer/ sub-contracting may be permissible with the written concurrence of IIIT- Srikakulam.

#### **6. Signing of contract**

At the same time as the IIIT-Srikakulam notifies the successful bidder that its bid has been accepted, the IIIT-Srikakulam will send the bidder the Contract form provided in the bidding documents, incorporating all agreements between the parties.

On receipt of the Contract Form, the successful bidder shall sign with date the contract form and return it to the IIIT-Srikakulam.

#### **7. Acceptance certificates**

On successful completion of acceptability test, receipt of deliverables etc, and after IIIT-Srikakulam and Concerned Institutes are satisfied with the working of the system, the acceptance certificate signed by the vendor and the representative of the concerned Institute of RGUKT will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

#### **8. Packing**

The vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the IIIT-Srikakulam.

## 9. Insurance

It is suggested that the goods supplied under the contract shall be fully insured in an freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site.

The insurance should be for replacement value from “Warehouse to warehouse (final destination)” on “All Risks” valid upto 3 months till completion of delivery, installation and commissioning.

## 10. Transportation

Transport of the goods to the project site(s) shall be arranged by the vendor at his cost.

## 11. Delivery and Installation period

Bidder shall deliver, install and commission the goods/services within 14 days from the date of receipt of LoA (Letter of Acceptance). The delivery detail is as follows:-

Qty	Institute Name	Delivery Address
1200	IIIT - Srikakulam	S. M. Puram (V), Etcherla (M), Srikakulam (Dist.), A.P – 532402

- The bidder will provide the soft copy and hard copy of both listing the Tab/Smart serial nos. and IMEI Nos to the RGUKT Srikakulam as per delivery schedule for better monitoring purposes.
- The Delivery Challan and Inspection Report will constitute the Final Acceptance of Tab/Smart Phones supplied.
- IIIT- Srikakulam reserves the right to cancel the order in the case of delay in delivery of all the items and forfeit of Performance Security.

## 12. Hardware Installation

The vendor is responsible for all unpacking, assemblies, wiring, installations, cabling between computer units and connecting to power supplies. The vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the computer hardware at all installation sites.

## 13. Penalty

In case of delay in execution of the order, penalty will be imposed @ 1% (one percent) of the price of the smart phone not distributed for every week delay or Part thereof subject to a maximum of 10% (five percent) of order value.

In case of continued failure to distribute the Tab/Smart Phones beyond five weeks beyond the time period mentioned for distribution of phones as mentioned in the delivery schedule, IIIT – Srikakulam may take appropriate action which includes cancellation of work order/agreement and forfeiture of the Performance Guarantee.

The vendor will be required to adopt best practices to render repair/support/maintenance services. The vendor shall return the Tab/Smart Phone after servicing/repair within 4 days of submission of the phone in a service/support centre during the warranty period.

In case of major defects the vendor shall replace the Tab/Smart Phone within ten days of submission of the phone in a service/support centre during the warranty period. Failure of the vendor to provide support services as prescribed shall lead to imposition of a penalty of Rs. 100/- per week of delay subject to maximum of Rs.1,000/- per Tab/Smart Phone and limited upto five per cent of the total workorder value.

In case of continued failure to provide service support/repair/maintenance/warranty support, IIT- Srikakulam may take appropriate action, which may include cancellation of work order/agreement and forfeiture of the Performance Guarantee.

#### **14. Payment**

Payment of 90% of the value of the Tab/Smart Phone delivered to the students shall be released after successful distribution of the Phones to the students as per the Distribution schedule.

Balance 10% payment will be released after the satisfactory certificate of the hard copy of the receipt vouchers with challan evidencing distribution to the eligible students.

#### **15. Corrupt / Fraudulent Practices**

The Purchaser requires that the Bidders under this Tender should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, procurement process or in contract execution;
- b) In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- c) "Fraudulent practice" means a misrepresentation of facts in order to influence award of contract or a procurement process or a execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;
- d) The Purchaser will suspend the award of contract if prima-facie it is established that the vendor had engaged in corrupt or fraudulent practices in competing for the contract in question.

- e) The Purchaser will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

## **16. Resolution of Disputes**

- a) The IIIT- Srikakulam and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with contract.
- b) If, after thirty (30) days from the commencement of such informal negotiations, the IIIT- Srikakulam and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
- c) The dispute resolution mechanism shall be as follows:
- d) In case of a dispute or difference arising between the IIIT- Srikakulam and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

## **17. Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of Hon'ble High Court for the state of A.P. and Telangana only

## **18. Indemnity**

The successful bidders/Successful Bidder shall indemnify, protect and save IIIT - Srikakulam against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components (like system software, software tools, hardware etc.) and the services rendered under this Tender.

## **19. Publicity**

Any publicity by the bidder in which the name of the Indenter/buyer is to be used should be done only with the explicit written permission of the IIIT- Srikakulam.

## **20. Force Majeure**

- ✚ The Vendor shall not be liable for the forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event for Force Majeure.
- ✚ For purpose of this clause, “Force Majeure” means an event beyond the control of the Vendor and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of the IIIT-Srikakulam, in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- ✚ If a Force Majeure situation arises, the Vendor shall promptly notify the IIIT-Srikakulam in writing of such condition and the cause thereof. Unless otherwise directed by the IIIT-Srikakulam in writing, the Vendor shall continue to perform its obligations 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.

## **21. Right to terminate the process**

IIIT - Srikakulam, reserves the right to accept or reject any Tender offer, and to annul the Tendering process and reject all Tenders at any time prior to award of contract, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such action.

## **22. Limitation of Liability**

The maximum aggregate liability of successful bidder shall not exceed the order value

## SECTION –F (Configuration –I) Technical Specifications

Note: Bidder has to provide the Tablet as per the specifications given below:

<b>Form Factor</b>	Tablet with External wire free Keyboard attachment, tablet should be removable form the keyboard and work in a tablet mode with 100% functionality, Keyboard to also act as a stand for the tablet when attached
<b>CPU</b>	Minimum 1 Ghz Quad Core Processor or Higher , X86 or Equivalent
<b>Memory</b>	Min 2GB RAM or better
<b>Display</b>	Min 10 inch Touch screen display with 1024 x 600 or better
<b>Int. Storage</b>	min 32GB Internal Storage or higher
<b>Add. Storage</b>	External SD Card Slot upto 128GB
<b>Graphics</b>	Integrated HD graphics
<b>Camera</b>	Integrated VGA or higher resolution Front camera and 5MP or higher Rear Camera
<b>Connectivity</b>	integrated wi-fi 802.11 b/g/n, Bluetooth 4.0 or higher, Device to be compatible with External USB 4G Dongle ( TDLTE, FDLTE) / 3G / GPRS of any make
<b>Keyboard</b>	Device should support Wire free External Keyboard and should not need any external charging to work with tablet
<b>Buttons</b>	Multi touch capacitive touch screen. Side mechanical key, Volume up/down, Power On/Off
<b>Sensors</b>	Sensors like gyroscope and accelerometer
<b>Ports &amp; Connectors</b>	1 x USB Type A, 1 x Charging Port. In case USB Type A is not available OEM to give OEM make USB to Type A Convertor, 1 headphone/microphone combo (tablet), all ports & connectors to be on the Tablet
<b>Audio</b>	Built-in stereo speaker with good quality Speaker (1 W output) and Microphone
<b>Battery</b>	Minimum 5000mAh Rechargeable battery for minimum four hours backup in standard working condition
<b>Power Supply</b>	AC adapter for charging
<b>Weight</b>	<1200 grams with the keyboard
<b>Operating System</b>	Preloaded Windows 10 OS under Microsoft STF Scheme supporting above hardware configuration with Antimalware protection
<b>Browser</b>	Browser which supports HTML5 based web browser and CSS 3. Browser should have inbuilt capability to screen Phishing attacks and Malware. Multimedia image display, net surfing, web browsing, with acid3 test and HTML 5 and CSS support
<b>Compatibility with other software</b>	Productivity suite for creating and editing PPT, Word and Excel Documents, Document rendering (DOC, DOCX, PPT, PPTX, XLS, XLSX, ODT, OPD, ODS format), PDF Viewer, text editor, .jpeg, .gof, .bmp, AVI, AC3, etc
	ZIP Compression, AVCHD playback, DTV/I{T, DTH play, Adobe Flash 10.0
	Java Support, & Required SDK for development
	Multimedia support including streaming and Open GL support
	Support for Video Conferencing
	Tablet PC should support relational database like SQL Lite
<b>Certifications</b>	BIS, CE, RoHS

[Authorized Signatory]

Annexure I:  
TECHNICAL PROPOSAL FORMATS

Covering letter Technical Proposal (on the letterhead of the company)

To,

dated-----

The Director,  
IIIT-Srikakulam,  
RGUKT

Sub: Submission of Technical Proposal

Ref: Tender for Supply of Tab/Smart Phones for IIIT- Srikakulam and concerned Institutes of RGUKT, A.P  
(Tender No: Ref: IIIT/SKLM/RGUKT/ Tab/Smart Phones /T03/2017 Dated: 11.7.2017)

Dear Sir,

Having examined the TENDER document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and distribute and maintain the Tab/Smart Phones, as required and outlined in the TENDER. We attach hereto our responses to Technical requirements.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to IIIT- Srikakulam is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the TENDER document.

We hereby confirm that:

1. We have deposited Earnest Money of Rs. 15,00,000/- (Rupees Fifteen lakhs only)online.
2. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
3. The quoted rates are valid till the completion of the order but not less than 120days.
4. We further confirm that all chapters of the tender documents have been read, understood and signed and there is no deviation/discrepancy.
5. We agree that you are not bound to accept any Tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Tender response.
6. We hereby declare that our Company / Firm is having unblemished past record and is not declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi-government or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices.
7. We further confirm that we will deliver the Tablets within 14 days (Fourteen Days) from the date of issuance of Letter of Intent.

Yours Faithfully  
[Authorized Signatory]  
[Designation]  
[Place]  
[Date and Time] [Seal & Sign]  
[Business Address]



Following are the particulars of our organization:

#	Description	Details (To be filled by the bidder)
1.	Name of the company	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Address of office of the company/dealer in Andhra Pradesh	
9.	Name of Registration Authority	
10.	Registration Number and Year of Registration	
11.	Quality Certificates (ISO 9001:2008) and its validity, if any	
12.	CST registration No.	
13.	VAT registration No.	
14.	MP TIN registration No.	
15.	Service Tax Registration No.	
16.	Permanent Account Number (PAN)	
17.	Yearly Turnover of the Last 3 years 2014-2016 2015-2016 2016-2017	
18.	Name & address of the Banker	
19.	List of Major Clients and the size of orders	
20.	List of OEM Service Centers in Andhra Pradesh	As per Annexure IV
21.	List of support centers in Andhra Pradesh	As per Annexure V
22.	Valid BIS certificate for the smart phone quoted should be enclosed	REG No -----dated ----- VALID UP TO -----
23.	Whether Smartphone quoted has CE MARKING?  (CE marking indicates that the manufacturer has met the minimum legal requirements for their products in regard to health and safety hence pl give details about CE MARKING for the product	Yes/no

Note: Separate sheets may be attached wherever necessary

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours Faithfully

[Authorized Signatory]  
[Designation]  
[Place]  
[Date and Time]  
[Seal & Sign]  
[Business Address]

Ref No: .....

Dated: .....

To,

The Director,  
IIIT- Srikakulam, RGUKT

Tender No: Ref: IIIT/SKLM/RGUKT/ Tab/Smart Phones /T03/2017 Due Date: 11.07.2017

Dear Sir,

We \_\_\_\_\_ who are established and reputed  
Manufacturers of \_\_\_\_\_ having factories at

\_\_\_\_\_ (Address of the factory) do hereby authorize M/s \_\_\_\_\_ (Name &  
Address of agent) to submit a bid, and subsequently negotiate and sign the contract with you  
against the above tender.

We hereby extend our full guarantee, warranty and support and also in meeting warranty  
obligations by providing necessary spares in time for the goods & services offered by the above  
firm against this tender, as per standard as well as IIIT- Srikakulam warranty terms.

Yours faithfully

(Name)

(Name of the manufacturer)

Note: This letter of authority should be on the letter head of the manufacturer and should be  
signed by a person competent and having a power of attorney to bind the manufacturer. The  
bidder in its bid should include it.

FORMAT FOR PROVIDING OEM SERVICE CENTRE INFORMATION & UNDERTAKING

To,

The Director,  
IIIT- Srikakulam, RGUKT

Tender No: Ref: IIIT/SKLM/RGUKT/ Tab/Smart Phones /T03/2017 Due Date: 11.07.2017

We understand that the Bidder should have a minimum of Four authorized Service Centre of the OEM in in Andhra Pradesh. We give below the details of authorized Service Centre of the OEM

S. No.	Location	Name of OEM Service Centre	Address of OEM Service Centre	Contact Person	Contact No.
1					
2					
3					
4					
5					
6					
7					

We do not have the authorized Service Centre of the OEM at the time of bidding in following locations:

S. No.	Location	Name of OEM Service Centre	Address of OEM Service Centre	Contact Person	Contact No.
1					
2					

We undertake and agree that within two month of the receipt of Work Order the authorized Service Centre of the OEM would be established as per the requirement of the tender

We undertake and agree that Failure to agree with the Terms & Conditions of the TENDER / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event IIIT-Srikakulam would reject the proposal and forfeit the EMD/ Performance Bank Guarantee as specified in the tender document.

Yours Faithfully

[Authorized Signatory]  
[Designation]  
[Place]  
[Date and Time]  
[Seal]  
[Business Address]

FORMAT FOR PROVIDING AFTER SALES SUPPORT CENTRE INFORMATION & UNDERTAKING

To

,

The Director,  
IIIT- Srikakulam, RGUKT

Tender No: Ref: IIIT/SKLM/RGUKT/ Tab/Smart Phones /T03/2017 Due Date:11.07.2017

We understand that the Bidder should have a minimum of Three authorized Support Centre in Andhra Pradesh. We give below the details of our authorized Service Centre in Andhra Pradesh:-

District name	Name of the SUPPORT Centre	Address of SUPPORT Centre	Contact Person	Contact No.

We do not have our authorized Service Centre at the time of bidding in following locations:

District name	Name of the SUPPORT Centre	Address of SUPPORT Centre	Contact Person	Contact No.

We undertake and agree that within two month of the receipt of Work Order our authorized Service Centre would be established as per the requirement of the tender.

We further undertake and agree that Failure to agree with the Terms & Conditions of the TENDER/ Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event IIIT- Srikakulam would reject the proposal and forfeit the EMD/Performance Bank Guarantee as specified in the tender document.

Yours  
Faithfully

[Authorized  
Signatory]  
[Designation]  
[Place]  
[Business Address]

# Contract form

THIS AGREEMENT is made on \_\_\_\_\_ day of \_\_\_\_\_ -

BETWEEN

1. The Director, IIIT- Srikakulam, Rajiv Gandhi University of Knowledge Technologies located at Srikakulam, S. M. Puram (V), Etcherla (M), Srikakulam (Dist.), A.P – 532402 “(hereinafter "the IIIT - Srikakulam")), one part and..... (Name of Vendor a company incorporated under the laws of India and having its registered office) at..... (City and Country of Vendor) (Hereinafter "the Vendor") of the other part:

WHEREAS the purchaser invited bid for certain goods and ancillary services viz., **Supply and Installation of \_\_\_\_\_ of supply at \_\_\_\_\_** and has accepted a bid by the Supplier for the supply of those all taxes and duties (hereinafter called as “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of bid document referred to.

## 1. Scope of the Work

**Brief outline of the work:** To Supply & Installation of \_\_\_\_\_ at subsequent clarifications.

## 2. Contract Documents

### 2.1 Contract Documents

**The following documents shall constitute the contract between the User and the Supplier, and each shall be read and construed as an integral part of the contract:**

- I. Bid document Ref No. \_\_\_\_\_ Dt. \_\_\_\_\_
- II. Amendments and Modifications issued, if any( Annexure V)
- III. Proposal of the Supplier on Closed Bid & Manual Reverse auction prices (Annexure IV)
- IV. Minutes of TCPC meeting held on \_\_\_\_\_ (Annexure III)

- V. Notification of award. (Annexure II)
- VI. This Contract Agreement and the Annexure attached to the Contract Agreement
- VII. Delivery locations (Annexure VII)

a. Order of Precedence

In the event of any ambiguity or conflict between the Contact Documents listed above, the order of precedence shall be the order in which the contract documents are listed in 2.1 (Contract Documents) above, provided that Schedule of **Amendments contained in Annexure VIII** shall prevail over all provisions of the

Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in 2.1 above.

3. 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 provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision the Goods and Services and the remedying of defects therein, 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.

5.

5.1) Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

S.No	Solution, service, or material	QTY	Unit Price	Total Price
1.				
2.				
3.				

- 5.2 TOTAL VALUE : \_\_\_\_\_
- 5.3 DELIVERY SCHEDULE : 14 days
- 5.4 WARRANTY : **2 years comprehensive warranty**
- 5.5 SUPPLIER RESPONSIBILITY : \_\_\_\_\_
- 5.6 UP TIME % : \_\_\_\_\_
- 5.7 EXIT CLAUSE : \_\_\_\_\_
- 5.8 PAYMENT TERMS : \_\_\_\_\_

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this agreement to be duly executed by their duly authorized representatives the day and year first above written.

**For and behalf of the RGUKT**

Signed: \_\_\_\_\_  
In the capacity of Director, IIIT -Srikakulam.

In the presence of \_\_\_\_\_

**For and behalf of the Vendor**

Signed: \_\_\_\_\_  
In the capacity of \_\_\_\_\_, M/S. \_\_\_\_\_

In the presence of \_\_\_\_\_

Annexure				
Schedule				
Items	Configuration required	Qty	Unit Price	Total Price
	Grand Total			

**Annexure VIII**

**Amendments & Other Documents**

S. no	Amendment No	Date	Amendment Description



# FINANCIAL BID

**Note:** Bidder should quote all the columns in the financial bid otherwise the bid stands invalid.

## Form - F1

S.No	Particulars (with make & model for the following configuration)	Quantity (No's)	Unit Price Without Taxes (INR)	Taxes & Duties, etc. on Unit price	Total Unit Price (INR)	Total Price (Rs.)
A	B	C	D	E	F= D+E	G = F *C
1	CONFIGURATION 1 or higher (With Two years onsite comprehensive warranty)					

## CHECK LIST

S. No	Documents	Compliance by bidder Yes/No
01	The bidder should be a manufacturer/ authorized representative of a manufacturer/whole sale dealer and should be in business of manufacture and or supply and maintenance of the offered items for a minimum period of Three years in Andhra Pradesh/Telagnana as on bid calling date	
02	The Bidder should be an OEM or authorized Dealer/authorized Distributor of the OEM whose product is being quoted. In case of the authorized Dealer/authorized Distributor separate authorization letter from the OEM is mandatory to quote in the tender. The Authorization Certificate shall be furnished on the letter head of the manufacturing concern/OEM and should be signed by a person on behalf of the manufacturer/OEM, who is competent to authorize the agent/dealer/ distributor	
03	OEM/Bidder the average annual turnover for the last three years should be Rs. 2 Crores from Sales & Maintenance of Tab/Smart Phones /IT/ITes services. The bidder should submit audited balance sheet for last 03 years and a Certificate from a Chartered Accountant.	
04	The Bidder should have a minimum of four authorized Service Centre of the OEM in Andhra Pradesh and proof of copy to be furnished. During the warranty period the bidder has to provide one on-site engineer/Technician at IIIT- Srikakulam during the working hours for six days a week to attend any complaint in the Tablets. The details of proposed site engineers to be deployed should be furnished.	
05	Power of Attorney (PoA) from the competent authority of the respective Bidding firm	
06	Certificate of Registration, Certificate of Incorporation. self attested copies to be attached	
07	Copy of the ISO certification. self attested copies to be attached	
08	PAN No. of the company/Firm, TIN No (As applicable): self attested copies to be attached	
09	Proof of Income Tax, and GST ; Self attested copies to be attached	
10	The bidder or the Bidder's group company or the manufacturer should not have been blacklisted by any State Government / Central Government / PSU for any reason in the last three financial years as on bid calling date. A letter of undertaking on the letter heads of the Bidder/ Manufacturer should be submitted separately stating that they have not been blacklisted by any State Government / Central Government / PSU for any reason in the last three years and should be signed by an Officer competent and having the power of attorney (with Company stamp) to bind the bidding Firm / Manufacturer(s). The letter of undertaking should be submitted in Pre-qualification Bid.	
11	Bidder must have proven record of having supplied at least 400 nos Tablets in single supply order or two orders for supplying 200 nos Tablets to or three orders for supplying 150 nos Tablets in any of the last three financial year ending 2014-15, 2015-16, and 2016-17 in India to any Government Department/ Government Institutions/ Government undertaking or Affiliated Body/ Recognized Educational Institution/ Banks/Financial Institution/ Reputed Organization.	
12	Certificate of Conformity, Technical Specifications compliance sheet, Technical Information and specifications prescribed by the manufacturer	

	for the items quoted.	
13	The Bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the technical specifications of the equipment: Original Catalogue.	
14	Copy of Income Tax Return Filed Acknowledgements for last Three years. (Attach attested copy)	

Note: In case, the Bidder is not submitting the above documents the bid will be rejected.