



**NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE  
DISABILITIES (Divyangjan)**

(Department of Empowerment of Persons with Disability, Ministry of Social Justice & Empowerment, Govt. of India)  
East coast Road, Muttukadu, Kovalam (post) Chennai-603 112

Website: [www.niepmd.tn.nic.in](http://www.niepmd.tn.nic.in) E-mail: [neiepmd@gmail.com](mailto:neiepmd@gmail.com) Phone: 044-27472113, 27472046.

**TENDER DOCUMENT: RATE CONTRACT FOR PURCHASE OF  
ANDROID / IOS TABLET AND SMART PHONE  
FILE NO. NIEPMD/PUR 4 (24)/2022-23**

(Valid for NIEPMD Extension Centers & Composite Regional Centers (CRCs) also)

E- Tender is invited through NIC e-procurement portal URL <http://eprocure.gov.in/eprocure/app> in two bid system from reputed OEMs or their authorised suppliers & Distributers having proven track record in supplying Android / IOS Tablets & Smart Phones to Central Government / State Government / Public Sector Undertakings / Autonomous Bodies/ institutes /Universities / colleges / Special schools. The bidder must have a minimum experience of 03 years for supplying Android / IOS Tablets and Smart Phone and similar electronics products. The experience claimed must be supported by proper testimonials certificates. The applying firm/company must have an annual average turnover of last 03 financial years not less than 1.0 crores ((i.e. FYs 2019-20, 2020-21, 2021-22). The tender document can also be downloaded from our website [www.niepmd.tn.nic.in](http://www.niepmd.tn.nic.in).

Last date for E-bidding	- 03.00 PM. on	23 <sup>rd</sup> Feb 2023
Tender fee	- NIL	
EMD Amount	- Rs. 5,00,000/-	
Date & Time of Opening of Tender Documents	- 04.00 P.M. on	24 <sup>th</sup> Feb 2023

Tele: 044-27472046/27472113 Telefax: 044-27472389 Email: [niepmd@gmail.com](mailto:niepmd@gmail.com)

Sd/-  
**Deputy Registrar (Admin) Offg.**

Sd/-  
**DIRECTOR**

National Institute for Empowerment of Persons with Multiple Disabilities here after called "NIEPMD" is a Central Autonomous Body under the Ministry of Social Justice & Empowerment, Government of India. The Institute intends to enter in to Annual Rate Contract for Purchase of approximately 1000 Nos. of Android / IOS Tablets and Smart Phones for NIEPMD, Chennai and Its Extension Center and its composite Regional Centers (CRCs) in all parts of India. Android / IOS Tablets and Smart Phones are for free of cost distribution to the Multiple Disable beneficiaries under ADIP scheme in Tamilnadu and other parts of India. **Proposed quantity may increase or decrease base on NIEPMD programme requirement and may be ZERO also, no claim on non-procurement of Android / IOS Tablets and Smart Phones will be accepted.** The Institute will enter in to annual rate contract for supply of Android / IOS Tablets and Smart Phones for a period of one year from date of award of contract. The contract may be extendable for 02 (Two) more years subject to satisfactory performance and discretion of Director, NIEPMD. However, it is not binding for either side to extend the rate contract beyond one year any party can refuse to extend the contract beyond one year without assigning any reason. Vendor cannot claim for extension on expiry of contract.

The materials to be supplied as per the specifications mentioned in the scope of work provided in Tender Notice. Interested bidders can apply on line through NIC e-procurement portal URL <http://eprocure.gov.in/eprocure/app>". Tender Document can be downloaded from institute's website [www.niepmd.tn.nic.in](http://www.niepmd.tn.nic.in) also.

Sd/-  
Registrar (Admin) Offg.  
Date: 06<sup>th</sup> Feb 2023

Sd/-  
Director



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## **GENERAL TERMS & CONDITIONS:**

- Tender will be remain open for e-bidding on NIC e-procurement portal URL <http://eprocure.gov.in/eprocure/app>” up to 23<sup>rd</sup> Feb 2023, 03.00 PM.**
- EMD amount of Rs. 5,00,000/- & Tender fee of Rs. NIL should be paid online through NEFT or RTGS in NIEPMD account and payment receipt to be uploaded with tender document. Bids without EMD amount shall not be considered for further evaluation in case otherwise exempted by Govt. Tender received without EMD amount or lesser amounts will be summarily rejected. No further correspondence will be accepted on the subject.
- Exemption of EMD for NSIC, MSME etc. will be considered purely based on government orders in force.
- The tender shall remain open for acceptance for 60 days from the date of opening of tenders by National Institute for the Empowerment of Persons with Multiple Disabilities (NIEPMD). The time limit for acceptance may be extended by NIEPMD at its discretion for such further period, as it may notify
- Technical Bid shall consist of EMD payment proof for the required amount as per the tender documents and technical details: Leaflets / information brochures (if any) showing the technical and general details of the material offered shall also be enclosed with the technical bid, scanned copy if any, from tender specifications, clause-wise and commercial terms and conditions should be clearly mentioned in the sheet as specified. The tender form and all annexures and attachments thereto shall be submitted with this bid with each page being consecutively numbered and duly signed by the bidder along with seal of the Contractor
- No alteration or amendments shall be allowed after submission and opening of the tenders.
- The bidders whose bids are accepted for technical evaluation will submit the product sample for technical evaluation within 10 days from acceptance of their bids. The bidders may be asked to produce original document during technical evaluation by NIEPMD authorities. Non production of sample and required document to technical committee may leads to rejection of bids.
- The items made of plastic / paints should be non-toxic with no sharp edges as a safety measures and no material made using wax is permitted. (Non-toxic certificate from Govt. approved laboratories to be uploaded regarding the quoted products.)
- The financial bids of technically qualified bidders only will be opened. The time and date of opening of price bids shall be intimated to the technically qualified bidders through e-procurement online.
- The Rate contract will be awarded for supply of Android / IOS Tablets and Smart Phones to L-1 bidder from the qualified bidder on item wise basis.



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11. Bidder must submit a certificate of undertaking that he is in position to supply the materials with a credit of 30 days after clear receipt of materials. Certificate must have its issuing date on it, and date should be on or after issuing of tender date. Non submission of certificate with technical bid will leads to rejection of bid.
12. Bidder must submit a certificate of undertaking that quoted rate will remain firm for one year from the date of award of contract. No request for change of rates will be made during contract period i.e. one year. Non submission of certificate with technical bid will leads to rejection of bid. Certificate must have its issuing date on it, and date should be on or after issuing of tender date.
13. The bidder will give the certificate that under no condition product will be supplied more than MRP. In case product MRP decrease and product quoted value in contract become more than MRP, the quoted value will also be reduced as per pro Rata basis. Non submission of certificate with technical bid will leads to rejection of bid. Certificate must have its issuing date on it, and date should be on or after issuing of tender date.
14. Restrictions on Public procurement from countries which share a land border with India on grounds of Defence of India will be applicable with this tender. Ref: F. No.6/18/2019-PPD Min. of Finance, Dept. of exp. PPD dated 23<sup>rd</sup> July 2020 (Order No. 1&2) and any other Govt. orders on public procurements make in India etc. will be taken care.
15. The Director, NIEPMD, reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason what so ever and does not bind itself to accept the lowest or any specific tender. NIEPMD can also relax the conditions of the tender at the discretion of the competent authority. The decision of Director, NIEPMD in this regard shall be final and binding.
16. In case of any dispute arising with regards to this tender or its conclusion, the decision of the Director NIEPMD shall be final and subject to Chennai Jurisdiction.
17. The tendered work if awarded, is not transferable.
18. Tender not complying with the above conditions are liable to be rejected without any further reference.

**DEFINITION**

- a) The term Institute shall mean NIEPMD, Chennai.
- b) The term Bidder shall mean the bidder selected by the Institute for the supply of materials.



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**SCOPE OF WORK**

NIEPMD is inviting on line tender from reputed suppliers & agencies to the purchase of Android / IOS Tablets and Smart Phones. Detail annual requirement as follows: -

Sl. No.	Product Description	Make/Brand	Model	Android / IOS version	Annual requirement (tentative)	Remarks
01	Android / IOS Tablet with Style folio Cover				1000 Nos.	Specification as per Tender document
02	Smart Phone				1000 Nos.	Specification as per Tender document

**Tablet / Smart Phone Make / Brand, Model, preloaded software version etc. Must be mentioned properly in above table. Not mentioning complete details regarding Tablet / Smart phone will lead to rejection of Bids. OME Product brochure for Tablet / Smart Phone must be uploaded with technical bid. The product brochure must be mentioned with OEM website to verify the claims made in brochure. Without product brochure and above information bid will not be considered for technical evaluation.**

<b>Item No.1 Android / IOS Tablet Specification</b>
<ol style="list-style-type: none"> <li>1. 7.0 inches or above display Capacitive</li> <li>2. RAM – 1GB (Gigabyte) or above</li> <li>3. 3.5 Inches Jack for headphone / Hand-free earphone</li> <li>4. Android - 4.2.2 or higher / IOS 6.0 or higher</li> <li>5. Internal memory – 2 GB or higher and extendable up to 16GB (Gigabyte) or higher</li> <li>6. Battery Capacity – Playtime up to 10 Hours.</li> <li>7. Should be connected with Android market place (Play Store) / Apple App Store.</li> <li>8. Must have GPS, WI-FI and Bluetooth connectivity.</li> <li>9. Built in Speaker and Microphone.</li> <li>10. Supplied with wired or Bluetooth keyboard (Supporting to Tablet) Must support screen reading software with TTS installed in English and Hindi.</li> <li>11. Voice Recognition support for Indian English</li> <li>12. Must be supplied with following applications usable with screen reading software – <ul style="list-style-type: none"> <li>• Daisy and /or EPUB Book Reader Application capable of connecting with ONLINE LIBRARY.</li> <li>• Word Process Application</li> <li>• Mail Client and Web Browser Application.</li> </ul> </li> <li>13. Processor: Dual core – 1.5 Giga hertz or above</li> <li>14. IMEI Number mandatory</li> <li>11. Must include Tablet carrying case, battery charger, ear phone, and user manual.</li> <li>12. Warranty – one-year global warranty on product and six months warranty on accessories. BIS/ISI/CE certified product only. Certificate copy to be uploaded with technical bid.</li> </ol>



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**Item No.2 Smart Phone Specification**

1. Ram: 1GB or above
2. Display Specifications: Minimum 04-inch capacitive display capacity or above  
Platform: Android 4.2.2 or higher / IOS 6.0 or higher
3. 3.5mm Jack for headphone / Hands free earphones
4. 2GB or more Internal Memory, expandable up 16 GB or more
5. Battery capacity –at least 2400 MAH or more
6. Camera: 8 megapixel or More camera
7. Must have GPS, WI-FI and Bluetooth
8. Supports screening reading software, TTS installed in English and Hindi
9. Should be connected with android market place / Apple App Store
10. Should be supplied along with following applications with that work with screen reading software:
  - (a) Daisy and / or EPUB book reader application capable of connecting with online Library.
  - (b) Word Processor Application
  - (c) Mail Client and web browser application
  - (d) Phone Dialer
  - (e) Messaging
  - (f) Contacts
11. Should be supplied along with magnifier application with following specifications:
  - (a) Magnification support up to 5X
  - (b) Colour contrast support normal and black on white
  - (c) Ability to capture photograph and magnify.

**“Bidders whose bids are accepted for technical evaluation will be requiring to submit product samples (Tablet and Smart Phone) within 10 days for technical evaluation by technical committee.**

**Non submission of the samples within stipulated time period will lead to rejection of bids technically.**

**Product samples of the unsuccessful bidders will be returned to their postal address on finalisation of L-1.”**

**Tender Submission process**

Interested bidder may submit their quotes by giving all the necessary documents in English or Hindi as specified. **The tender must be submitted online through Central Public Procurement Portal e-procurement application only through URL: <http://eprocure.gov.in/eprocure/app> only.** No manual bids will be entertained under any circumstances.

The Tender document attached must be direct, concise, and complete and arranged in an organized and structured manner.

To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt,



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Ncode, eMudhra etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

NIEPMD will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid proposal well advance in time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.

Bidders are also advised to refer visit any local NIC office or call CPPP 24x7 toll free number 1800-3070-223 or mobile No. 07878007972, 07878007973 for further details about the e-tendering / bidding process.

## **Procedure for e-payment:**

EMD of Rs. 5,00,000 and Tender fee of NIL should be paid online through NEFT or RTGS in NIEPMD account and payment receipt to be uploaded with technical bid. Technical bids without EMD shall not be considered for further evaluation. NIEPMD Bank details are as follows:

**A/C No. 761297290**

**Type of Account: Saving Bank**

**Name of Bank: Indian Bank, Kovalam Branch**

**IFS Code: IDIB000K122**

**Branch Code: 01176**

• **Caution:** Please ensure that you need to mention the correct beneficiary account number and IFSC code as mentioned above while making payment via RTGS / NEFT. In the event of funds remitted to wrong beneficiary account number, NIEPMD, Chennai or its Bank would not responsible for the same.

## **Special Terms & Conditions:**

1. The bidder should have their own agency facility. Proof to be uploaded in the Tech Bid.
2. The applying Firm/ Company must have an annual average turnover of last 03 financial years not less than Rs. 1.0 crores (i.e. FYs 2019-20, 2020-21, 2021-22). Proof of certificate for turnover is required to be uploaded with the tender (CA attested certificate and copy of the balance sheet with profit and loss account should be uploaded with technical bid.)
3. The bidder should furnish tax audit report (for the proof of annual turnover of last 03 accounting years i.e. FYs 2019-20, 2020-21, 2021-22 with form No. 3CB & 3CD downloaded from Income Department).
4. Income Tax return acknowledgement copies for last three FYs. i.e. FYs 2019-20, 2020-21, 2021-22.
5. The bidder should furnish the latest assessment orders under the Goods & Services taxes.
6. The applying firm must be registered with the Sales Tax and GST and the supporting proof for the same is to be uploaded.
7. Tenders received from firms and individual who are not OEM should attach Authorization or Distributorship or Dealership Certificates as the case may be from the concerned Manufacturers (OEM). Certificate from a dealer in market will not be accepted. Following details to be provided:



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Detail of OEM with registration No. and Full address	Dealer / Distributer Authorization No. with product details. (upload Certificate also)	From	Valid Up to	Contact detail. (Website, Email, Phone Number)	Person to be contacted (with Designation) for verification of Certificate with Mobile No,	Is Distributorship or Dealership details available on OEMs official website (Yes/No)

8. Copy of Manufacturing license in case OEMs to be attached with technical bid.
9. All pages of the tender papers should be signed, stamped and dated including the annexures and submitted online through scanned copies.
10. Bidders should provide brief profile of their work experience for the last three years along with the relevant samples of the similar work done earlier.
11. The rates quoted are valid for the contract period. In case of any increase in rates quoted rate will remain valid for contract period. In case reduction in product rate the quoted rate will be re-calculated on pro rata basis and benefit of rate reduction will be transferred to Institute. Taxes applicable at the time of invoice will be paid by institute.
12. The tender received through fax / e-mail or received by post etc. will not be accepted. The parties have to ensure the uploading of bids well in time.
13. The successful bidder will be required to execute a performance security. A sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) will have to be deposited in the form of Bank Guarantee/Demand Draft on award of the rate contract to NIEPMD, Chennai as performance security. The bidder should see that the bank guarantee validity should be Six months over and above the contract period.
14. The materials should be delivered at Chennai and to other parts of the country. The transportation charges in the cheapest available mode to Chennai and other locations in India will be paid by NIEPMD on production of original transport receipts. No other charges will be paid.
15. The rates shall be on F.O.R at NIEPMD, Chennai and its CRCs and extension centers Regional Centers of the locations as per the requirement within India.
16. Prices shall be firm until the completion of work or supply and no enhancements of rates will be done / is permitted because of any escalation during the period of rate contract.
17. The statutory deductions like TDS, WCT, etc., as per standard norms will be made from the bills.
18. The supply of the Tablets / Smart Phones should be done within 15 days for local (Within Chennai / Tamilnadu) and 30 days in other parts of India including North-Eastern states from the date of Purchase Order and incase of any delay penalty will be charged as per rules. The institute reserves the right to reduce the period of supply of materials for shorter duration also, in urgent situations
19. Pre-delivery inspection of the Android / IOS Tablets and Smart Phones may be carried out by NIEPMD at NIEPMD, Chennai or at the location of agency supplying the materials.



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20. The quality should be maintained strictly. Any deviations found in the materials supplied after inspection or materials not found in agreement as per contract, the agency is liable to be debarred/blacklisted from future participation in the NIEPMD tenders.
21. The supply of Tablets / Smart Phones shall be carried out strictly in accordance with the terms & conditions and specifications as stipulated in the tender, in the approved workman like manner and as per standard practice. Materials supplied shall be of high quality and should be non-toxic.
22. The Contractor shall follow all safety rules and security procedure that are in vogue and applicable during the supply / execution of work.
23. NIEPMD reserves the right to nominate and enter into rate contract with more than one agency to undertake the work at the L1 rates.
24. Payment will be released after the satisfactory receipt of material at the designated locations and certification by the concerned co-ordinator at NIEPMD and no advance payment will be entertained.
25. The total cost quoted should be exclusive of taxes. Applicable taxes should be mentioned separately. Tax applicable at the time of invoice will be paid. ZERO / No tax in the BOQ will not be accepted and such offer may be rejected.
26. The price quoted should be valid for twelve months. NIEPMD, based on various program/activities, the requirements may increase or decrease the estimated Quantity.
27. NIEPMD reserves the right to accept / reject / select more than one Agency and to annul the bidding process of any or all bids at any time prior to award of contract without thereby incurring any liability to the affected bidders.
28. The tender will be appraised by committee formed by NIEPMD.
29. NIEPMD shall without prejudice to its other remedies under the contract, deduct from the Contract price, as Liquidated Damages a sum equivalent to 2.5% of the price of delayed Goods or unperformed services for delay of each day until actual delivery or performance, up to a maximum deduction of 20% of the contract price. Once the maximum is reached, NIEPMD may consider termination of the contract and can forfeit the Performance Guarantee amount.
30. The payment will be made within thirty working days after the clear receipt of supply.
31. Bidder should furnish self-declaration regarding currently not black listed by any State / Central government. Certificate must have its issuing date on it, and date should be on or after issuing of tender date.
32. In case of any dispute, the settlement will be made in the Courts of Chennai only.

### **33. Abnormal Rates**

If it is noticed that the unit rates quoted by the Tenderer for any items are unusually high or unusually low, it will be sufficient cause for rejection of the tender unless the Institute is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the tenderer on demand.

### **34. Deviations to Tender Clauses:**





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Tenderers are advised to submit the tenders strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional tenders are liable to be rejected.

## **35. Acceptance / Rejection of Tender**

- i) Institute does not bind itself to accept the lowest tender.
- ii) Institute also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- iii) Institute also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of NIEPMD regarding the same shall be final and conclusive.

## **36. Sufficiency of Tender:**

The Contractor / Supplier shall be deemed to have satisfied himself before tendering as to the Correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

## **37. Materials**

All materials to be provided by the Contractor / Supplier shall be in conformity with the specifications laid down in the tender document and the Contractor shall, if requested by the Officer- in-Charge, furnish proof to the satisfaction of Officer- in-Charge in this regard. The Equipment should have required National and International quality and security certification. Wherever possible all equipment should have ISI/BIS/CE/FCC/ROHS/WEEE certification (as applicable)



Equipment having proper certifications from national and international agencies will only be accepted. Also equipment having more certification will be given priority in technical evaluation. Claim of certification should be proved by the vendor duly supported by documents.

Agencies quoting the Equipments must produce OEM / Authorised distributor / Authorised dealer certificate duly supported by proper testimonials. Original copies of all these documents should be produced in technical evaluation meeting,

In case of any item should be of "Proprietary" in nature than proprietary certificate should be uploaded by the bidder and claim will be evaluated in term of Rule No. 166 of GFR-2017.



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## **Warranty & Repairs**

- a) The quoted product must have **under One-year onsite warranty**, from date of product invoice. Product serial number should be mentioned with warranty details on invoice. GST invoice should be provided and NIEPMD GSTIN should be used for invoicing purpose.
- b) **For maintainability of products sufficient after sale service centers should be available for product repair after warranty period. List of such centers should be uploaded with technical bid for technical evaluation. Non availability of sufficient service centers will leads to rejection of bid.**
- c) It will not be open for the contractor to refuse maintenance of any equipment supplied under this contract during the currency of contract.
- d) The contractor shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part
- e) In case of any dispute, the settlement will be made in the Courts of Chennai only.
- f) Firm must provide customer satisfaction letter from at least two customers from govt. department/PSU while submitting the technical bids. Non submission of satisfactory product report will leads to rejection of bid.
- g) Firm must have sufficient numbers of qualified and experienced engineers and a list of those engineers must be enclosed with technical bids.
- h) Establishment of the firm must be more than 03 years old and the firm should be in same business at least since 03 years. Proof to be attached.
- i) Ensuring that the covers, screws, switches etc. are firmly fastened in respect of each equipment after repair and maintenance of product.

## **38. Standard Conditions of Contract:**

The Bidder, is required to give confirmation of their acceptance of the Standard Conditions of the Contract mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor/Supplier in the contract) as selected by the customer. Failure to do so may result in rejection of the Bid submitted by the Bidder/firm.

(a) **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

### **(b) Effective Date of Contract:**

The contract shall come into effect on the date of award of contract and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

(c) **Arbitration:** All disputes or differences arising out of or in connection with the



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contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given below:

- (i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- (ii) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by those conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seal in Chennai or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

- (d) **Agents/Agency Commission:** The firm/Bidder contractor/Supplier confirms and declares to the customer that the contractor is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor agrees that if it is established at any time to the satisfaction of the customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the customer that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the contractor will be liable to refund that amount to the customer. The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of Five years. The customer will also have a right to consider cancellation of the Contract either wholly or in part, without



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any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the customer in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The customer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India, or with Legislative Department.

(e) **Access to Books of Accounts:** In case it is found to the satisfaction of the customer that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of the customer shall provide necessary information/inspection of the relevant financial documents/information.

(f) **Non-disclosure of Contract documents:** Except with the written consent of the customer, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

(g) **Termination of Contract:** The customer shall have the right to terminate this Contract in part or in full in any of the following cases: -

- (a) The delivery of the product & services is delayed for causes not attributed to Force Majeure for more than time mentioned in tender document.
- (b) The contractor is declared bankrupt or becomes insolvent. The delivery of the product & services is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses is included in contract.
- (c) The customer has noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- (d) As per decision of the Arbitration Tribunal.
- (e) If the delivery of the product & services are not found satisfactory as per Tender terms.
- (f) By Director NIEPMD at any time without assigning any reason.

(g) **Notices:** Any notice required or permitted by the contract shall be written in the English / Hindi language and may be delivered personally or may be sent by E-mail /FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

(h) **Transfer and Sub-letting:** The firm/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 advance of the present Contract or any part thereof.

(i) **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.



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- (j). **Fall Clause:** The following fall clause will form part of the contract placed on successful Bidder:
- (a) The price charged for the services supplied under the contract by the contractor/firm shall in no event exceed the lowest price at which the contractor provides the services of identical description to any persons / organization including the customer or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.
- (b) If at any time, during the said period the contractor/firm reduces the service price or offer to provide services to any person / organization including the customer or any department of central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.
- (k). **Risk & Expense clause:**
1. Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, the customer shall after granting the contractor seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
  2. Should the services thereof not perform in accordance with the specifications/parameters provided by the customer during the check proof tests to be done by the customer, the customer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
  3. In case of a contractual breach that was not remedied within 07 days, the customer shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services.
  4. Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the firm/Contractor by Customer.
- (l) **Force Majeure Clause:**
- a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood,



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Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organisation of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

.....We agree to all terms and conditions as mentioned above including the validity of the offer. Utmost confidentiality of the data provided shall be maintained.

**Name, Designation & Signature of the bidder with the seal**





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**Email:niepmd@mail.com**

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**TECHNICAL BID**

(To be

uploaded) Name and address of the bidder:

1. Name of the bidder
  - a) Full postal address
  - b) Full address of the premises
  - c) Telegraphic address
  - d) Telex number
  - e) Telephone number
  - f) Fax number
2. Monthly supply capacity of goods quoted for
  - a) Normal
  - b) Maximum
3. Total annual turn-over (value in Rupees) (Last three FYs.)  
(Copy of Balance Sheet, Audit Statement / IT returns, etc. to be attached as proof)
4. Past supply details for 3 years (major orders only)
5. Whether similar job work undertaken in the past, if so details (Samples to be displayed if required)

<b>Customer</b>	<b>Quantity supplied</b>	<b>Year</b>
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Information to be furnished for the Technical bid for Teaching Learning Materials  
Rate Contract: -





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**FINANCIAL BID**

(No price to be filled here for reference purpose only.  
BOQ available in excel sheet to filled up carefully and uploaded)

**Android / IOS Tablet and Smart Phone: -**

Sl. No	Description	Qty.	Tax	Rate	Amount
01	Android / IOS Tablet with Style folio Cover	1000 Nos.			<b>No price to be filled up here. Price to be filled up in excel BOQ available with e-tender</b>
02	Smart Phone	1000 Nos.			<b>No price to be filled up here. Price to be filled up in excel BOQ available with e-tender</b>

**Signature and seal of the bidder**



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**CHECK LIST**

***The Technically Bid shall be summarily rejected, if these documents are not uploaded.***

Documents must be uploaded in following serial order only.

S No.	Particulars	Yes / No
1.	Name, address & telephone number of the agency/firm	Page Nos.
2.	Name, designation, address & telephone number of authorized person	Page Nos.
3.	Please specify as to whether Tenderer is sole Proprietor / Partnership Firm/Private or Limited Company.	Page Nos.
4.	Name, address & telephone number of Directors / Partners, Fax No., e-mail address	Page Nos.
5.	Receipt for EMD payment of ` 5,00,000/- (Rupees Two Lakh Fifty Thousand Only) to be uploaded.	Page Nos.
6.	Firm / Company Registration certificate (Copy to be uploaded)	Page Nos.
7.	Certificate by the bidder to be uploaded stating that the firm / company has not been black listed by any Central Govt. / State Govt. / PSU agencies. Certificate must have date of issue of Certificate.	Page Nos.
8.	Certificate by the bidder to be uploaded that they have read and understand all the term and conditions mentioned in the tender document.	Page Nos.
9.	Copy of appropriate PAN Card and GST Registration	Page Nos.
10.	Copy of Registration with Service Tax/ Sales Tax/ VAT Department.	Page Nos.
11.	Undertaking to supply on credit of 30 days after clear receipt of materials. (Self-Certificate on company letter head to be uploaded)	Page Nos.
12.	Undertaking regarding rates will be firm during contract period. (Self-Certificate on company letter head to be uploaded)	Page Nos.
13.	Income Tax return acknowledgement copies for last three FYs. i.e. FYs 2019-20, 2020-21, 2021-22.	Page Nos.
14.	Tax audit report (for the proof of annual turnover of last 03 accounting years i.e. FYs 2019-20, 2020-21, 2021-22 with form No. 3CB & 3CD downloaded from Income Department).	Page Nos.
15.	Latest assessment orders under the Goods & Services taxes	Page Nos.
16.	Certified copies of abridged balance sheets along with profit & loss account of the firm (tenderer) in support of 3 years annual financial turnover, The applying Firm/ Company must have an annual average turnover of last 03 financial years not less than 1.0 crores (i.e. FYs. 2017-18, 2018-19, 2019-20 OR 2018-19, 2019-20, 2020-21). (Attach Proof as specified in NIT)	Page Nos.
17.	Experience Certificates / details of 3 years in supplying the Tablets or Smart Phones or similar electronics products to the office of Central Government / State Government/Public Sector	Page Nos.



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	Undertakings/Autonomous Bodies/Organizations (Proof of experience of 03 years in the business to be uploaded.)	
18.	Make/Brand name, Model, software version of quoted product	Page Nos.
19.	OEM Product brochure of quoted product with OEM website detail	Page Nos.
20.	Certificate regarding quoted product matching the technical specification as per tender document.	Page Nos.
21.	<p>The Bidder must either be the Original Equipment Manufacturer (OEM) or an authorized dealer. In case of OEM, Proof of being Original Equipment Manufacturer (OEM) or authorized dealer must be uploaded</p> <p style="text-align: center;"><b>OR</b></p> <p>In case of authorized representative of OEM - current authorization from the OEM must be uploaded.</p> <p style="text-align: center;"><b>OR</b></p> <p>In case of Authorised distributor of OEM detailed and valid agreement between Distributor and the OEM(s) defining clearly the role, responsibility, scope of work and contribution towards the tendered Equipment/System for each OEM(s) must be uploaded. (Copy of Manufacturing license or copy of valid dealership certificate obtained from OEM)</p>	Page Nos.
22.	Copy of NIT duly signed and stamped by the bidder on all pages Must be uploaded as agreement on all the terms and conditions mentioned in NIT.	Page Nos.
23.	Any other document, information, deceleration, or undertaking asked in NIT (PI. read the NIT document carefully. Non submission of information asked in NIT may lead to rejection of bid.	Page Nos.
24.	Photocopy of valid NSIC/SSI/DGS&D/MSME/Make in India/Startup India Registration Certificate / renewal Certificate to be uploaded in case of claiming Tender Fees, EMD exemption. (Original copies may be verified during technical evaluation.)	Page Nos.
25.	Address of registered office	Page Nos
26.	Addresses of registered service Centers with phone number for after sale support.	Page Nos
27.	Performance certificate from latest buyer not older than 30 days from tender date	Page No.
28.	No financial quotes should be uploaded with technical bid. Financial quotes should be uploaded only in excel sheet provided with bid. Price Bid attached with Tender document in for instructional purpose only. No price should be quoted in it at the time of uploading attested copy of Tender document	
29.	Copy of ISO/BIS any other certificate.(if any)	