



National Institute of Electronics and Information Technology Chennai

(An Autonomous Scientific Society of Ministry of Electronics and Information
Technology, Government of India)

ISTE No.: 25, Gandhi Mandapam Road, Chennai – 600025, Tamil Nadu

www.nielit.gov.in/chennai

Ref. No. 29&31\2K20\EQUIP\PortableDisplay

06-11-2020

Sub: Supply, Installation and Commissioning of Portable Interactive Pen Display: reg.

National Institute of Electronics and information Technology (NIELIT) Chennai invites e-procurement limited Tender under Two Bid Systems (Technical Bid & Commercial Bid) for the **Supply, Installation and Commissioning of Portable Interactive Pen Displays** at NIELIT Chennai as per the Technical specifications and scope of works mentioned in this RFP:

Sl. No.	Item Description	Qty
01.	Portable Interactive Pen Display	4 Nos.

Earnest Money Required: Yes

CRITICAL DATES

Sl. No.	Published on http://eprocure.gov.in	
1	Bid Document Download/Sale Start Date	06.11.2020 16:30
2	Clarification Start Date	06.11.2020 17:00
3	Clarification End Date	07.11.2020 09:00
4	Bid Submission Start Date	16.11.2020 17:00
5	Bid Submission End Date	07.11.2020 09:00
6	Technical Bid Opening Date	17.11.2020 17:00
7	Commercial bid opening Date & Time	18.11.2020 17:00
		Shall be intimated later

Note: -

1. All details, regarding the subject tender are available on the websites <http://eprocure.gov.in> and www.nielit.gov.in/chennai. Any change/modification in the tender enquiry will be intimated through the above websites only. Bidders are, therefore, requested to visit the websites regularly to keep themselves updated.
2. The online bid (Both Techno-Commercial and Price Bid) should be uploaded by the due date and time.
3. **Manual bids will not be accepted.**
4. Brochure should include the details of items with cross reference to requisite specification.
5. For submission of E-bid, bidders are required to get themselves registered with eprocure.gov.in website along with class II or III digital signature certificates issued by CCS under IT Act– 2000 & further amendments. The detailed procedure is available in the website under the tab ‘Help for Contractors’, ‘Information about DSC’, ‘Bidders manual kit’ etc.

Any queries relating to the process of online bid submission or queries relating to CPP Portal are available at <http://eprocure.gov.in>. Further, any clarifications, in general may be directed to the 24x7 CPP Portal Helpdesk on 0120-4200462, 0120-4001002, 0120-4001005 & 0120-6277787 or you may send a mail to support-eproc@nic.in.

Sd/-

Director,
NIELIT Chennai

Annexure

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

.....

This Tender consists of two parts i.e. Part I (Technical) and Part II (Commercial)

1. **Part I (Technical)** shall contain the following

- (a) General Terms and Conditions
- (b) Detailed Scope of Work
- (c) Technical Specifications
- (d) Annexures and checklist

Annexure – A (Bill of Material)

Annexure – B (Technical Compliance)

Annexure – C (Check List)

Annexure – D (Tender Acceptance Letter and Declaration)

Annexure – E (Declaration)

1.1. Technical Bid: The bidder should upload the scanned copy of all following documents as part of the Technical Bid in the stipulated format.

- (a) Copy of certificate authorised by OEM/ OEM certificate for authorised dealers/partnership certificate, if any
- (b) Copy of GST Registration Certificate as applicable
- (c) Copy of EMD Payment or Exemption Certificate or Declaration as per GFR 2017, Rule No.170
- (d) Dully signed Bill of Material as per Annexure A
- (e) Dully filled and signed Technical Compliance as per Annexure B
- (f) Dully filled and signed Check List as per Annexure C
- (g) Dully filled and signed Tender Acceptance Letter as per Annexure D
- (h) Declaration as per Annexure E
- (i) Any other related document.

2. Part II (Commercial): shall contain the following:

- The price bid is as per the BOQ in XLS format, filled BOQ to be uploaded in the e-procurement portal.
- The price offer will be considered only of those parties who submitted all documents indicated in the checklist of Part I of tender and are found competent on the basis of information submitted in Part I.
- Bidders are requested to submit their most competitive rates. It may please be noted that incomplete tender will NOT be accepted.

3. Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices. The declaration to be submitted as per the format specified in Annexure –E Part I (e)

4. NIELIT Chennai reserves the right to cancel/withdraw the bid without assigning any reasons for such a decision. NIELIT Chennai also reserves the right to award to any bidder or cancel the orders issued to any bidder without assigning any reason thereof.

Such decision will not incur any liability whatsoever on the part of NIELIT Chennai consequently.

5. Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of the trade.
6. Deadline for Submission of Bids
 - (a) Bids must be submitted online within the due date & time, specified in the tender
 - (b) NIELIT Chennai may extend this deadline for submission of bids by amending the bid documents. This will be suitably notified in the websites www.nielit.gov.in/chennai and <http://www.eprocure.gov.in>
 - (c) The date fixed for the opening of bids, if subsequently declared as holiday by NIELIT or due to unforeseen reasons, the revised date of schedule will be notified. However, in absence of such notification, the bids will be accepted & opened on next working day. The time and venue remaining unaltered. Likewise, in the case the tender cannot be opened on the days indicate in schedule due to technical difficulties tender will be opened on next working day or on the day the technical snag is set to right.
7. NIELIT Chennai reserves the right to accept the offer in full or in parts or rejects summarily.
8. **Comparison of Bids:** NIELIT, Chennai will compare the bids, from the shortlisted bidders and may seek clarifications during the evaluation of the received Bids

PART-Ia

GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1. The tender should be submitted only through Online on <http://www.eprocure.gov.in>.
2. Quotations should be for the **Supply, Installation and Commissioning of Portable Interactive Pen Display** at NIELIT Chennai Centre.
3. Bid Validity:
 - a. The tender submitted should be valid for 120 days from the last date of opening of the commercial bid.
 - b. NIELIT Chennai may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.
 - c. Bid evaluation will be based on the bid prices without taking into consideration of the above corrections.
4. Only net rate with break-up should be quoted for the period of the arrangement. Tenders/Bidders are advised to exercise greatest care in offering the rates.
5. **Earnest Money Deposit (EMD)**
 - a. Earnest Money Deposit (EMD) of **Rs. 4,000/- (Rupees Four Thousand only)** has to be remitted through online mode only (NEFT/RTGS) to NIELIT Chennai account. The Bank details are given below. **NIELIT Chennai Bank Details for NEFT/RTGS**

Beneficiaries Name	National Institute of Electronics and Information Technology (NIELIT), Chennai
Address	25,1 st Floor, ISTE complex, Opp. Anna Centenary Library, Gandhi Mandapam Road, Chennai – 600025.
Phone No	044 - 24421445
Saving Account No	31185720641
Centre	Chennai
Bank	State Bank of India
Branch	Kottur (Chennai) Branch, Chennai
Bank Address	State Bank of India (SBI),52/36, Gandhi Mandapam Road Kotturpuram, Chennai – 600085. Telephone : 044 24912176
IFSC No	SBIN0001669
MICR Code	600002023

- b. The EMD shall be credited to NIELIT Chennai bank account on or before the last date for submission of bids failing which offer will be liable for rejection. Bidders, however, have to attach a scanned copy of EMD (NEFT/RTGS) transaction details like UTR, etc. while submitting the bids online. EMD online

transactions details shall also be sent through mail to purc.chennai@nielit.gov.in or hard copy can be submitted to **The Director**, National Institute of Electronics and Information Technology (NIELIT), 1st Floor, 25, ISTE complex, Opp. Anna Centenary Library, Gandhi Mandapam Road, **Chennai – 600025**, before the last date for submission of bids failing which offer will be liable for rejection of the bids.

- c. The Bids submitted without EMD will stand rejected. EMD **will not be accepted** in the form of **cash /cheque/DD/Bankers Cheque**.
 - d. The EMD will be returned to the bidder(s) whose offer is not accepted by NIELIT – Chennai within one month from the date of the placing of the final order(s) on the selected bidder(s). In the case of the bidder(s) whose offer is accepted, the EMD amount will be adjusted with the **Performance Security (Ref Clause Part Ia, 13)**
 - e. However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidders.
 - f. The successful bidder, on the award of contract/order, must send the contract/order acceptance in writing, within 7 days of award of contract/order, failing which the EMD will be forfeited.
 - g. The EMD shall be forfeited, if the bidder withdraws the bid during the period of bid validity specified in the tender.
- 6. The exemption of EMD shall be applicable to MSME firm registered under NSIC/UAM. In such cases, exemption will be extended to bidders if they are registered for the desired purpose as per requirement in RFP. The exemption will not be applicable, if, the firms are not registered with NSIC/UAM. Alternatively, the bidder may submit the bid security declaration as per the Rule No.170 (iii) of GFR 2017. The copy of the exemption/declaration certificates needs to be uploaded by the bidders on e-procurement portal**

7. Interpretation of the clauses in the Tender Document/Contract Document

In case of any ambiguity/dispute in the interpretation of any of the clauses in this Tender Document, **the interpretation of the clauses by Director, NIELIT, Chennai shall be final and binding on all parties.**

8. AWARD OF CONTRACT

- a. NIELIT Chennai shall award the contract to the eligible bidder whose bid has been determined as the lowest evaluated commercial bid after fulfilling all the terms of RFP.
- b. In case, any arithmetical/numeral/typo error is found in the commercial quoted by the bidder in the BoQ such as not quoting the GST price, Mismatch in the unit price or total price will not be entertained during the bidding. In such cases, the lowest price reflected in the BoQ column No. 7 shall be considered for evaluation.
- c. In case of a bidder who has quoted the lowest price has such error in BoQ as stated above in para (b) and does not provide consent for the lowest commercial quoted, will lead to rejection of commercial Bid of the bidder. Further, the bid will be treated as Disqualified Bid and EMD will be forfeited. The remaining eligible

bids will be considered for evaluation and the bidder who has quoted the lowest price among them will be considered for placement of Order.

- d. NIELIT Chennai reserves the right to award the contract partly or wholly to one or more tenders

9. Language of Bid & Correspondence: The Bid will be submitted by the Bidder in the English language only. All the documents relating to the Bid (including brochures) supplied by the Bidder should also be in English, and the correspondence between the Bidder & NIELIT CHENNAI will be in English language only

10. ELIGIBILITY CRITERIA

- a. The Bidder shall be either an Original Equipment Manufacturer (OEM) or an authorized certified partner/authorized agent of an OEM.
- b. The Bidder must have required capability to supply and install the product, test the performance and necessary service support subsequently.
- c. Apart from above, the following documents to be submitted:
 - i. Copy of the GST registration as applicable.
 - ii. Copy of EMD Payment or Exemption Certificate or Declaration as per GFR 2017, Rule No.170(iii)
 - iii. Duly signed BoQ as per Annexure A
 - iv. Duly filled and signed technical compliance sheet as per Annexure – B
 - v. Duly filled and signed Check List as per Annexure – C
 - vi. Duly filled and signed Tender acceptance Letter as per Annexure – D
 - vii. Declaration as per the Annexure – E
 - viii. Any other related documents.

Documentary proof for the above shall be submitted. The scanned copy of the documents should be uploaded at the time of online submission.

11. Dispute Clause

- In the event of any queries, dispute or difference arising out of the agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the arbitration of a sole arbitrator to be appointed by the Director, NIELIT, Chennai.
- The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable and the award made thereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.
- The arbitral proceedings shall be conducted in English
- The venue of arbitration shall be in Chennai, India

12. Evaluation of the Bids

The evaluation process of the RFP will be as per clause 12.1 & 12.2 of this RFP. The purpose of these clauses is only to provide the Bidders an idea of the evaluation

process that NIELIT CHENNAI may adopt. However, NIELIT CHENNAI reserves the right to modify the evaluation process at any time during the RFP process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

A two-stage procedure will be adopted for evaluation of RFP proposals, pursuant to the technical qualification criterion (fulfilment of the Eligibility criteria along with the terms of the RFP) bidders will be short-listed for opening of the Commercial Bid. Commercial Bids will be opened only of those Bidders who succeed the technical qualification criteria. The commercial Bids of the disqualified Bidders will remain unopened

12.1 Evaluation of Technical Bid (stage 1)

- NIELIT Chennai will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether any errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. Bidders need to fulfil all the technical qualification conditions mentioned in Technical Qualification Criteria of the Bids documents.
- NIELIT Chennai will review the technical Bids of the Bidders to determine whether the technical Bids are substantially responsive as per section Ia, Ib, Ic, Id & Ie.
- The commercial bid (price bid) of the technically qualified bidders will be opened to carry out the financial / commercial evaluation.
- In order to assist in the examination, evaluation, and comparison of Bids, NIELIT Chennai may at its discretion ask the Bidder for clarification regarding its Bid. The clarification shall be given in writing immediately / within defined time.
- Bids that are not substantially responsive are liable to be disqualified.
- Conditional Bids are liable to be rejected.
- It is, however, clarified that subject to other provisions of this Document, every Bidder will have to comply with the minimum Eligibility Criteria specifications laid down in the RFP for being qualified technically. NIELIT Chennai's decision shall be binding.

12.2 Evaluation of Financial / Commercial Bid (Stage 2)

The financial / commercial bids of only those Bidders will be opened whose Technical Bids qualified in the technical evaluation.

- a) NIELIT Chennai shall award the contract to the eligible bidder whose bid has been determined as the lowest evaluated commercial bid after fulfilling all the terms of RFP.
- b) In case, any arithmetical/numerical/typo error is found in the commercial quoted by the bidder in the BoQ such as not quoting the GST price, Mismatch in the unit price or total price will not be entertained during the bidding. The

lowest price reflected in the **BoQ column No. 7** shall be considered for evaluation.

- c) In case of a bidder who has quoted the lowest price has such error in BoQ as stated above in para and (b) does not provide consent for the lowest commercial quoted, will lead to rejection of commercial Bid of the bidder. Further the bid will be treated as Disqualified Bid and EMD will be forfeited. The remaining eligible bids will be considered for evaluation and the bidder who has quoted the lowest price among them will be considered for placement of Order.
 - d) NIELIT Chennai reserves the right to award the contract partly or wholly to one or more tenders.
- 13 Prices:** The prices quoted should be firm in all respects and destination at NIELIT Chennai. Prices should be inclusive of all charges towards insurance, loading, unloading, transportation and installation at specified locations of NIELIT Chennai.
- 14 GST/TDS:** GST Registration Certificate indicating also the GSTIN number of the firm must be clearly mentioned in the quotation, Certificates must be uploaded. GST/TDS Deduction at source as per Order/notification of the Govt. of India will be applicable.
- 15 Payment:** No advance payment will be made. 95% payment will be released after completion of supply, installation, testing, commissioning, acceptance, & submission of warranty certificate and 5% payment will be released after completion of warranty period plus 60 days or 100% payment will be released on submission of 5% Performance security of total order value (Subject to acceptance of the product).
- 16 Performance Security:** The successful bidder needs to furnish 5 % of total order value as Performance Security in the form of an Account payee Demand Draft or Online Payment to NIELIT Chennai as mentioned at Sl. No 5.(a) of Part Ia. The 5% of Performance Security to be submitted by the bidder after adjusting the EMD amount and Balance amount if any to be transferred to NIELIT CHENNAI within 5 working days from the date of order. In case the Performance Security is lesser than the EMD amount, the excess EMD amount after adjusting with Performance Security shall be refunded to the bidders without any interest. This security shall be in the form of cash or Bank guarantee valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty. Failure on the part of the supplier to fulfil the contract shall constitute a breach of the terms and conditions of the tender and will entail forfeiture of the security money deposit.

In case the supplier fails to deposit the required security by the due date, the contract is liable to be cancelled without prejudice to taking any further action to recover damages for any loss sustained by NIELIT Chennai as a result of the supplier's refusal to abide by the terms of the contract. Upon the complete fulfilment of the contract by the supplier to the satisfaction of NIELIT Chennai, the amount of the Security Deposit shall be returned to supplier less the amount, if any, due by supplier/contractor to NIELIT Chennai. No

interest will be allowed on the earnest money or security deposits so remitted and no claim shall be entertained against the NIELIT Chennai in respect of the same.

17 Termination for default: Default is said to have occurred: i) If the equipment or any of its component is found having poor workmanship, faulty designs, poor performance and bad quality of materials used, ii) If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by NIELIT Chennai, iii) If the supplier fails to perform any other obligation(s) under the contract and iv) Under the above circumstances NIELIT Chennai may terminate the contract / purchase order in whole or in part and forfeit the EMD/PBG as applicable. In addition to above, NIELIT Chennai may at its discretion also take the following actions: NIELIT Chennai may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate NIELIT Chennai for any extra expenditure involved towards goods and services obtained. Besides, the Director, NIELIT Chennai, reserves the right to impose any other form of penalty as deemed fit including blacklisting of the vendor

18 Non-disclosure of contract Documents: Except with the written consent of the Buyer/Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

19 Force Majeure

Notwithstanding the provisions relating to timeline fixed elsewhere in the Agreement, the Vendor/Parties shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or another failure to perform its obligation under the Contract/Agreement is the result of an event of Force Majeure. The Force Majeure in the context of this Contract/Agreement means an event beyond the control of the Vendor/Party and not involving the Vendor's/Party's fault or negligence and not foreseeable. Such events may include, inter alia, wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, earthquakes, explosions, strikes and other acts of God referred to as eventualities.

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either party of obligation under this Contract/Agreement shall be prevented or delayed by reasons of the eventualities then, notice of such happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract/agreement nor shall either party have any claim of damages against the other in respect of such non-performance or delay in performance. Performance of the contract agreement shall, however, be resumed as soon as practicable but not later than seven days after such eventuality has come to an end

Part -1b

Detailed scope of Work for Supply, Installation and Commissioning of Portable Interactive Pen Display at NIELIT Chennai

1. **Scope:**

- a) The Bidder has to **Supply, Installation and Commissioning of Portable Interactive Pen Display**. The Bidder has to supply **Portable Interactive Pen Display** in accordance with the technical specifications as mentioned in Technical Specifications.
- b) The Bidder must carry out the Installation work at NIELIT Chennai.
- c) The scope includes detailed plan of action for **Supply, Installation and Commissioning of Portable Interactive Pen Display** including supply & fixing of necessary accessories or if any work required.
- d) The bidder has to take care of all the necessary loading, unloading and transportation with regard to the **Supply , Installation and Commissioning of Portable Interactive Pen Display**
- e) The necessary tools, instruments, etc. required to carry out the installation, testing and commissioning works, dismantling the existing network switches have to be arranged by the successful bidder without additional cost.
- f) Before submission of the bids, the Bidder may carry out the site inspection at NIELIT Chennai where the New for **Supply, Installation and Commissioning of Portable Interactive Pen Display** have to be installed on all working days

2. **Documentation:** The bidder shall provide the following documents

- ❖ Product manuals
- ❖ Warranty -related documents
- ❖ Installation, testing report.

3. **Warranty Period support:**

The Bidder has to provide Warranty Period Support, including hardware support as mentioned in the Annexure B from the date of successful installation of product and acceptance by NIELIT Chennai.

4. **Product Support**

The Seller agrees to provide Product Support for the **Portable Interactive Pen Display** spares and consumables (if any) for a minimum period of 7 (Seven) years after the delivery.

5. **Delivery/Execution of order:** The supply, Installation, Testing and Commissioning should be completed by the Bidder within 4 weeks from the date of receipt of Purchase order. In case of delay, penalty clause shall be applicable as per prevailing norms. (0.5 % of PO cost per week with a maximum of 8 weeks delay). Delay beyond 4 weeks may lead to cancellation of PO, forfeiture of EMD and disallowing of participation in future NIELIT tenders. In case the product/Equipment is not complying to the technical specification as per Annexure B, the product / Equipment shall be rejected with forfeiture of EMD and the necessary information will be circulated to the concerned authorities including

NSIC authorities (for the bidders registered with NSIC), disallowing of participation of the bidder in future tenders of NIELIT and others.

6. **Liquidity damages:** Purchases/Contracts are subjected to Liquidity Damages. Deviation in any of the terms of the PO with due acceptance of NIELIT Chennai will not attract any liquidity damages. The liquidity damages as below are levied at the discretion of NIELIT Chennai if there is a delay in the delivery schedule defined in the Purchase Order:
- a) Up to one week from scheduled delivery terms - 0.5% of order value
 - b) Every subsequent week - 0.5% of order value
 - c) Maximum – 4 % of order value for 8 weeks, beyond 4 weeks may lead to cancellation of PO and forfeiture of EMD at the discretion of NIELIT Chennai.

Part-Ic
Annexure 'A'

Bill of Material w.r.t. Supply, Installation and Commissioning of Portable Interactive Pen Display at NIELIT Chennai.

The Bidder has to supply: **Portable Interactive Pen Display**

Location of Delivery and installation: NIELIT Chennai, 1st Floor, ISTE complex, Opp. Anna Centenary Library, 25, Gandhi Mandapam Road, Chennai – 600025.

Sl. No.	Particulars	Qty	Remarks
01.	Supply, Installation and Commissioning of Portable Interactive Pen Display	4 Nos.	

Annexure 'B'

Technical Compliance Sheet

Bidder has to complete the below Compliance Sheet mentioning complied against every specification.

Table 1: Minimum Specification/Requirements for Supply, Installation and Commissioning of Portable Interactive Pen Display

Sl.No.	Minimum Specification/Requirements for Supply, Installation and Commissioning of Portable Interactive Pen Display		Compliance (Yes/No)
1	Display Type	LCD	
2	Backlight Technology	LED	
3	Display Size	13.3 in (33.8 cm)	
4	Resolution	Full HD 1920 x 1080	
5	Weight	Light weight (less than 1.3 kg)	
6	Aspect ratio	16:9	
7	Brightness (Nits)	190-210	
8	Pen	Pressure-sensitive, cordless, battery-free with 4096 pressure levels; one customizable side-switch	
9	Response time	26 ms	
10	Contrast ratio	1000:1	
11	Supported pen tilt angle	60 degrees	
12	Connectivity	HDMI and USB connector (to computer) and power plug	
13	Viewing angle	170/170	
14	Colour performance	NTSC 72%	
15	Warranty	1 Year	
16	Stand	Integrated foldable legs	
17	Compatibility / System requirements	Windows 7 and later	
18	Input voltage	100 to 240 Volts, 50/60 Hz	
19	Power consumption	Less than 12 watts	

Part-Id

Annexure 'C'

Check List

Sl. No.	Description	Compliance
1	Copy of EMD Payment or Exemption Certificate or Declaration as per GFR 2017, Rule No.170(iii)	Submitted/Not Submitted
2	Copy of OEM Certificate/Certificate authorized by OEM	Submitted/Not Submitted
3	Copy of GST Certificate	Submitted/Not Submitted
4	Copy of BoQ as per Annexure A	Submitted/Not Submitted
5	Technical Compliance Sheet as per Annexure B	Submitted/Not Submitted
6	Check List as per Annexure C	Submitted/Not Submitted
7	Tender Acceptance letter as per format Annexure D	Submitted/Not Submitted
8	Declaration as per format Annexure E	Submitted/Not Submitted
9	Uploaded BoQ	Submitted/Not Submitted

(Signature of authorized signatory with seal & date)

Annexure 'D'

Tender Acceptance Letter

(To be submitted duly signed format (Scanned Copy) by the authorized signatory on Company Letter Head)

Date:

**To,
The Director,
National Institute of Electronics and information Technology (NIELIT)
ISTE Complex, 25, Gandhi Mandapam Road, Opp. Anna Centenary Library
Kotturpuram,
Chennai –600025**

Sub: Acceptance in respect of Terms & Conditions of Supply, Installation and Commissioning of Portable Interactive Pen Display: Reg.

Ref:

Dated:.....

Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site <https://eprocure.gov.in>.
2. I/We hereby certify that I/we have read all the terms and conditions of tender document from Page No. _____ to _____ (including all Annexure(s)/Para's, etc., which shall form part of the contract agreement and I/we shall abide hereby by all the terms & conditions contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept all the terms and conditions of above-mentioned tender document and corrigendum(s) as applicable.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.
6. I/ We confirm that our bid shall be valid upto **120** days from the date of opening of commercial Bid.
7. I/ We hereby certify that all the statements made and information supplied in the enclosed Annexures/Para's etc. furnished herewith are true and correct.
8. I/ We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information to supply.
9. I/ We understand that you are not bound to accept the lowest or any bid you may receive.
10. I/ We certify / confirm that we comply with the eligibility requirements as per Bid documents.

Seal and Sign of Bidder

Name:

Address:

Part-Ie

Annexure 'E'

DECLARATION

This is to certify that << COMPANY NAME >> has not been blacklisted by any Central /State Government (incl. its department/agency) or was declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices as on 31st December 2019.

I hereby certify that the information furnished in the Tender No..... dated..... is full and correct to the best of my/our knowledge. I understand that in case any deviation is found in the statement at any stage, the bid will be summarily be rejected and I/we will be liable to be blacklisted.

Seal and Sign of Bidder

Name & Address:

E-mail ID & Mobile No.: