#### GOVERNMENT OF ASSAM WPT & BC DEPARTMENT

#### DIRECTORATE OF WELFARE OF PLAIN TRIBES AND BACKWARD CLASSES, ASSAM RUKMINI NAGAR, DISPUR, GUWAHATI - 781006

Tender No. DW/NIT/661/2018-19/6

Date :03/11/2018

<u>e-tender</u>

#### INVITATION FOR TECHNICAL & COMMERCIAL BIDS FOR SUPPLY OF TABLET WITH E-TEXT BOOK FOR CLASS IX-X

#### **BIDDING DOCUMENT**

(to be used for furnishing bids by the ELIGIBLE BIDDERS)

TENDER FEE : Rs. 2000/-

Address for Communication:

Directorate of Welfare of Plain Tribes and Backward Classes, Assam, Rukmini Nagar, Dispur, Guwahati - 6 E-mail : directorateofwptbc.assam@gmail.com

## e-TENDER NOTICE FOR SUPPLY OF TABLET PC WITH TEXT BOOKS FOR CLASS IX-X FOR ST(P)/ OBC BENEFICIARIES IN DIFFERENT DISTRICTS OF ASSAM

#### (e-Procurement)

#### Tender No. DW/NIT/661/2018-19/6

#### Date: 03/11/2018

e-Tenders in two-bid System affixing court fee stamp of Rs.8.25 only, are invited from manufacturers/ distributors / dealers or a consortium for supply of tablet PCs in which e-books for class IX and X developed in e-pub version 3 for selected ST & OBC students studying under SEBA in vernacular language will have to be provided. The BID is for supply of tablet PC and creation of E-Book in e-Pub version 3.0. for the financial year 2018-19 & 2019-20. The terms & conditions and details of items to be supplied are described in the Tender Document.

Sl. No.	Scheduled	Start date	Start time	End date	End time
1.	Tender publishing	05/11/2018	05.00 PM	NA	NA
2.	Tender download	05/11/2018	05.00 PM	30/11/2018	2.00 PM
3.	Pre-Bid Meeting	21/11/2018	11.00 AM	NA	NA
4.	Bid submission (Both Online & Hard Copy)	22/11/2018	03.00 AM	30/11/2018	3.00 PM
5.	Technical Bid opening	01/12/2018	11.00 AM	NA	NA
6	Presentation by selected bidder	02/11/2018	11.00 AM	04/11/2018	3.00 PM
7	Financial Bid opening	05/11/2018	11.00 AM	NA	NA
8	Selection of successful bidder (QCBS) method	05/11/2018	3:00 PM	NA	NA

Tender documents may be downloaded from the official website <u>https://assamtenders.gov.in</u>. The Tenders should be submitted through e-procurement system only except original copy of crossed Demand Draft/ Banker's Cheque for Tender Fee, Bid Security/EMD and samples.

Barashered -

Director Welfare of Plain Tribes and Backward Classes, Assam Rukmini Nagar, Dispur, Guwahati-781006 (Assam)

# **INVITATION FOR BID**

## E- TENDERING SYSTEM

# **Government of Assam**

# WPT & BC Department

Directorate of Welfare of Plain Tribes and Backward Classes, Assam Rukmini Nagar, Guwahati-781006

### GOVERNMENT OF ASSAM DIRECTORATAE OF WELFARE OF PLAIN TRIBES AND BACKWARD CLASSES, ASSAM RUKMINI NAGAR, DISPUR, GUWAHATI-6

NAME OF THE WORK :

SUPPLY OF TABLET WITH TEXT BOOK FOR CLASS IX-X TO THE ST(P) & OBC BENEFICIARES IN THE STATE OF ASSAM FOR THE FINANCIAL YEAR 2018-19 & 2019-20.

## **E-TENDER NOTICE**

- 1. Director, Welfare of Plain Tribes and Backward Classes, Assam, Guwahati-6 invites e-tenders from the intending and eligible manufacturers/ distributors / dealers or a consortium for supply of Tablet with Text Books for Class IX-X for the ST(P) and OBC beneficiaries on RATE CONTRACT BASIS as shown in **Annexure-"A"**. The bidders are hereby requested to carefully read the instructions and other clauses furnished herein below before they prepare and submit/upload their tenders.
- 2. The bid document can be downloaded from <u>https://assamtenders.gov.in</u>. The Bidder who has downloaded the tender documents containing the details terms and conditions from the website shall upload their tender on-line on the website <u>https://assamtenders.gov.in</u> with proof of payment of non-refundable tender fee of Rs.2000/- (Rupees Two thousand) only through crossed Demand Draft / Banker's Cheque drawn in favour of Director, Welfare of Plain Tribes and Backward Classes, Assam, Guwahati-6 payable at Guwahati. The tender should be uploaded on-line before the scheduled date and time of uploading/submission.
- 3. The Original copy of crossed Demand Draft/Banker's Cheque of tender fee should be submitted/deposited to the Director, Welfare of Plain Tribes and Backward Classes, Assam, Guwahati-6 in a sealed cover on or before the last date and time of submission of tender. The cover should be superscripted with the details of the tender.
- 4. The manufacturers/ distributors / dealers/ Consortium for supply of Tablet with Text Books for Class IX-X must mention their full postal address of their registered office with phone number (landline or Mobile as the case may be) and the e-mail id. More than one address shall not be entertained except for a consortium. No sub / additional addresses will be accepted.
- 5. To participate in this tender process through e-procurement, the bidder (s) should have valid Digital Signature Certificate (DSC) of Class-II signing and have to register in the portal <u>https://assamtenders.gov.in</u> by themselves.
- 6. Sub-letting of the bid-contract is strictly prohibited.

## SECTION-I : QUALIFICATION CRITERIA

## 1. LAST DATE FOR RECEIPT OF TENDERS.

Scanned copies of the documents along with the scanned copy of Tender Fee may be uploaded and hard copies of the same submitted upto 30/11/2018 till 3.00 PM.

#### 2. IMPORTANT NOTES:

- a) Delivery of the ordered items shall be effected to different districts of Assam for ST(P) & OBC beneficiaries thereof.
- b) Each unit (consisting of item as per the specification & quality) shall be considered as an individual unit and the bidder shall quote for the one full unit of item.
- c) If the bidders are manufacturers, they must submit all valid licenses and permissions for trading & selling of the item quoted.
- d) If the bidders are distributors/ dealers, they must submit authorization certificate from manufacturers to participate in the tender process.
- e) The applicant may be a sole applicant, OEM or channel partner or distributor or as authorised of OEM who has capability to develop vernacular language e-Pub in version 3.0 or a group of consortium, coming together for the BID where one partner is OEM or channel partner or distributor or as authorised partner of OEM and a organisation who has required capability to develop vernacular language e-Pub in version 3.0. However, an individual or a member of a Consortium shall not be entitled to submit another application for this BID either individually or as a member of any other Consortium, as the case may be.
- f) In case of consortium, the consortium is free to choose their lead player where the MoU done between both the parties must have to be submitted. Work order will be issued and payment will be made in the name and details given in the MoU submitted by the consortium.
- g) Any applicant, who has earlier been barred by GoA from participating in GoA projects, would not be eligible to submit a Proposal, where the bar subsists as on the Bid Due Date.
- h) Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Bid Process. Any Applicant found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, an Applicant shall be considered to have a Conflict of Interest that affects the Bid Process such as applicant has participated as a Consultant to Directorate of WPT & BC in the preparation of any documents, design or technical specifications of the Project.

#### i) <u>Quality Report</u>:

- (i) Quality Certificate for each consignment should be provided.
- (ii) Factory inspection will be conducted by authorized officers from the department.
- (iii) If required third party inspection may also be resorted to.

#### **Requirement of Qualifications of Bidders:**

## 3. Eligibility criteria:

- 1. Bidder(s) should be manufacturers / Distributors / Dealers or a consortium of the item having experience of atleast 5(Five) years.
- 2. Bidder should have valid Digital Signature Certificate (DSC) of Class-II signing (minimum) and have to register in the portal <u>https://assamtenders.gov.in</u> by themselves.
- 3. Tender Fee of Rs. 2,000/- should be furnished either by crossed Demand Draft or Bankers Cheque drawn in favour of Director, Welfare of Plain Tribes and Backward Class, Assam from any Nationalized Bank/ Scheduled Commercial Bank and payable at Guwahati.
- 4. The original copy of crossed Demand Draft / Bankers Cheque for tender fee should be submitted to the Office of the Director of Welfare of Plain Tribes and Backward Class, Assam, Rukmini Nagar, Dispur, Guwahati-6 in sealed cover(s).
- 5 Earnest money of Rs. 50,000/- should be furnished either by crossed Demand Draft or Bankers Cheque drawn in favour of Director, Welfare of Plain Tribes and Backward Class, Assam from any Nationalized Bank/ Scheduled Commercial Bank and payable at Guwahati.
- 6 The original copy of crossed Demand Draft / Bankers Cheque for earnest money should be submitted to the Office of the Director of Welfare of Plain Tribes and Backward Class, Assam, Rukmini Nagar, Dispur, Guwahati-6 in sealed cover(s).
- 7. Bidder should have a minimum average annual turnover of Rs. 400.00 Lakhs out of the last three financial years i.e. 2015-16 to 2017-18. A certificate from bidder's registered Chartered Accountant (CA) stating therein that the bidder has achieved a minimum average annual sales turnover of Rs.400.00 lakhs during the last three financial year (2015-16 to 2017-18).
- 8. Previous performance of supply of materials in any Central or State Govt. Department / Govt. Concern / undertaking to be furnished. As per in Annexure C.
- 9. GST Registration Certificate of the bidder from the competent authority
- 10. Bidder must enclose up to date GST Return and up to date Tax Payment Challan.
- 11. Bidder must furnish his PAN Card copy.
- 12. The bidder must submit copies of their up to date Trade license from the competent authority.
- 13. The bidder must submit their income tax return acknowledgement copy for the last Financial Year.
- 14. The bidder (s) in case of Dealer or Distributor of a Tablet with Text Books for Class IX-X should have to submit their dealership / distributorship certificate from their concerning manufacturing unit or co.
- 15. The bidder (s) should also submit an authorisation letter from their concerning manufacturing unit / Co., authorising the bidder to participate in this tender bid by mentioning the tender reference number in it. The letter should be addressed to the Director, Welfare of Plain Tribes & Backward Classes, Guwahati – 6.
- 16. The bidders (Manufacturers or their Dealers / Distributors) has to be submit the following certificates / documents of their concerning manufacturing unit in technical bid :
  - a. Valid ISO 9001:2015 certificate of manufacturer.
  - b. Valid ISO 14001: 2015 certificate of manufacturer.
  - c. Manufacturing / Factory licence of unit from the competent authority.
- 17. The bidders must submit their valid firm registration certificate issued by the registrar of firm / Shop & Establishment registration certificate issued by the competent authority / Company registration certificate.
- 18. Bidders shall have to submit an affidavit that he/his firm is not under a declaration of ineligibility/ blacklisting for corrupt and fraudulent practices or for any other cause by Government of Assam and/or Govt. of India or any State Government.

- 19. Agreed Terms & Conditions as per Annexure-"E"
- 20. Bidder should upload Bills of Quantity (BoQ) (Price Schedule) in .xls format online (Annexure-D).
- 21. Rate should be inclusive of GST and all other expenses/taxes and delivery expenses.
  - Commercial Bid : The Commercial Bid will comprise of the financial bid form (price schedule) as per Annexure-"D" will be uploaded only in BOQ format in <u>https://assamtenders.gov.in</u> and not to be submitted to the Director, Welfare of Plain Tribes and Backward Classes, Assam in hard copy.
  - The Tenders should be submitted through e-procurement system only. All tender related documents and enclosures should be uploaded in .pdf format only except Bills of Quantity (BoQ) which is to be uploaded in .xls (Ms Excel) format.

22. The interested Bidders are required to satisfy all the following criteria as Minimum Eligibility Criteria to qualify for the selection to make presentation and opening of the financial proposal:

Sl. No	Criteria	Marks
Gen	eral criteria	
А	Turnover of the bidder (single or consortium )	More than Rs.20 crore = 5 marks More than Rs.30 c2rore =10 marks
В	Presentation	25 marks
	<ul> <li>Applicant will make a presentation covering <ul> <li>a. Methodology</li> <li>b. Technology to be adopted</li> <li>c. After sales service plan (Tablet PCs)</li> <li>d. Previous work to show the capacity to fulfil requirements of the bid (eBook)</li> <li>e. Support plan(eBook)</li> <li>f. Others</li> </ul> </li> </ul>	
For	Software	
А	Experience of developing software	10 years experience = 5 marks More than 10 years = $10$ marks
В	Previous experience of publishing e books made in e-pub format	Less than $5 = 5$ marks More than $5 = 10$ marks More than $10 = 15$ marks
E	Experience of working with Government	Less than 10 works = 5 marks More than 10 works = 10marks
F	Volume of work in single work order for software etc (excluding hardware) for any Government department	Less than Rs. 50 lakhs = 5 marks More than 50 Lakhs = 10 marks

For Tal	For Tablet PC					
A	Supply of tablet PCs to Government or PSU in a single order	More than 5000 pcs = 5 marks More than 10000 pcs = 10 marks More than 20000 pcs = 20 marks				

NB. O (Zero) marks for anything below the minimum level indicated. For example

А	Supply of tablet PCs to Government or PSU in	0 to 4999	0
	a single order	5000 to 9999	5
		10000 to 19999	10
		20000 and above	20

## 22.1 Bidder securing minimum qualifying marks will be qualified for opening of financial part of Bid.

22.2 Method of Selection

Quality (80%) cum Cost (20%) Based Selection QCBS - 80:20

The technical quality of the proposal will be given weight of 80%, the method of evaluation of technical qualification will follow the procedure given above. The price bids of only those Agencies who qualify technically (Minimum Qualifying Marks) will be opened. The proposal with the lowest amount may be given a financial score of 20 and the other proposal will be given financial score that are inversely proportional to their prices. The financial proposal shall be allotted weight of 20%. For working out the combined score, the employer will use the following formula:

Total points =  $T(w) \ge T(s) + F(w) \ge F(s)$ , where

T (w) stands for weight of the technical score.

T (s) stands for technical score

F (w) stands for weight of the financial proposal

F(s) stands for financial score of the financial proposal

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

## 23. Preparations and Submission of BIDS

- 23.1 Language
  - 23.1.1 The Application and all related correspondence and documents in relation to the Bid Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent

passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

- 23.2 Format and Signing of Bid
  - 23.2.1 The Applicant shall provide all the information sought under this BID. Directorate of WPT & BC, Assam will evaluate only those Bids that are received in the required formats and complete in all respects.
  - 23.2.2 The Bid shall be typed or written in indelible ink and signed by the Authorised signatory of the Applicant who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
  - 23.2.3 The Applicant shall prepare and submit only 1 (one) set of the Bid
- 23.3 Sealing and Marking of Bids
  - 23.3.1 The Applicant shall submit the Bid in the following format

ENVELOPE I: General Eligibility criteria ENVELOPE II: Minimum Eligibility criteria

- 23.3.2 Envelope I: "General Eligibility Criteria" shall be submitted in a separate envelope and shall contain the following, in original:
  - A. Court fee Stamp Affixed
  - B. Technical Bid forwarding letter clearly stating the validity period of the Bid along with Check list (Annexure G)
  - C. Tender Fee
  - D. GST Registration certificate
  - E. Upto date GST return copies with Tax payment challan
  - F. PAN Card
  - G. Upto date Trade Licence
  - H. Average annual sales turnover certificate certified by bidder's registered Chartered Accountant.
  - I. Income Tax return acknowledgement copy
  - J. Dealership / Distributorship certificate from manufacturer (in case bidder is Dealer or Distributor)/ Manufacturing & Factory License of unit from Component Authority
  - K. Authorisation letter to participate in this bid, from manufacturer (in case bidder is Dealer or Distributor)
  - L. Valid ISO 9001:2015 ; 14001:2015 certificates and manufacturing / factory licence of manufacturer.

- M. Firm registration certificate / Shop & establishment registration certificate /Company registration certificate
- N. Power of Attorney for signing the Bid
- O. Joint Bid Agreement wherever required for Consortium.
- P. MoU for Lead Member of Consortium
- Q. Anti-Collusion Certificate to be submitted on the letter head of the Lead Member (in case of a Consortium) or the Single applicant as the case may be.
- R. Annexure E (Agreed Terms & Condition)
- S. Affidavit that bidder is not under the declaration of ineligibility / blacklisting etc. by Govt. of Assam or India.
- T. Earnest money
- 23.3.3 Envelope II: "Minimum Eligibility criteria" shall be submitted in a separate envelope and shall contain the following, in original:

А.	Experience of developing software
	Previous experience of publishing vernacular language e books made in e-pub format
C.	Turn over
D.	Experience of working with Government
	Volume of work in single work order for software etc. (excluding hardware) for any Government department
F	Supply of tablet PCs to Government or PSU in a single order

24. Amendment of Bidding Documents – The Director of Welfare of Plain Tribes and Backward Class, Assam, shall be at liberty to make amendments or modifications to the bidding documents at any point of time before the last date fixed for submission of the tenders if he feels it so necessary and he will do so by issuing a corrigendum at <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>. The Purchaser may at his discretion also extend the time reasonably for submitting the tenders by fixing another date for the purpose and duly by issuing a corrigendum at <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>.

#### 25. Non-binding clause:

- 25.1 The Purchaser is not bound to accept any tender simply on ground of its rates being the lowest or for quoting unreasonable rates provided he has reasons so to do and, as such, the Purchaser is at liberty to cancel such tenders with reasons to be recorded in writing in the concerned file with intimation to the concerned bidder.
- 25.2 The bidders are not bound to submit the tender simply because they obtained the tenders from the Purchaser and any bidder who is unwilling and/or who has reservation to abide by the terms and conditions of the contract laid down herein as may also be prescribed in future under reasonable circumstances by the purchase is advised not to file any tender as filing of the tenders will automatically mean that the bidder concerned has wilfully agreed to abide by such terms and conditions as laid down herein and also as may be reasonably laid down in future.

#### 26. Road Permits

Tender Inviting Authority will not take any responsibility for supplying Road Permits and C-Form. It will be the responsibility of supplier to arrange for dispatch of consignments to concerned destinations in Assam as per Annexure-"A".

#### SECTION-II

#### SCHEDULE TO THE INVITATION OF TENDER

#### (PLEASE REFER TO ANNEXURE-"B" FOR TECHNICAL SPECIFICATIONS OF ITEMS)

#### 27. Quoting of Price:

- 27.1 Rates quoted for should be per Unit inclusive of development of E-Books.
- 27.2 The rates quoted for item of material/articles shall include all taxes, GST and other levies payable on the prices of the items and/or on the total value thereof plus the costs of transportation from one destination to another, loading and unloading charges, depreciation and damage, if any. No claim for any cost or compensation outside the quoted rates shall be entertained at any point of time and under any circumstance whatsoever.
- 27.3 While fixing the rates the bidders shall also keep it in mind that the rates quoted are reasonably commensurable with the existing prices of those items at the prevailing market.
- 27.4 The bidder must quote for the materials/articles strictly as per the technical specifications furnished in Annexure-"B" of this booklet. No variation or variable quotation shall be accepted.
- 27.5 The rates quoted for item shall remain valid for the 2 (two) financial year i.e. 2018-19 and 2019-20 and shall not be subject to any increase and/or adjustment for any reason and under any circumstances whatsoever.
- 27.6 The rates quoted shall be F.O.R. destinations offices of the district go-downs situated at different locations of the state of Assam and, as such, no transportation or delivery charges shall be paid separately.
- 27.7 The bidder must keep the fact in their mind that the quantity mentioned in the schedule of requirement is a tentative approximation of requirement and not the actual requirement for the period involving the contract.
- 27.8 While assessing financial bid the overall total rate of the item as quoted in Bills of Quantity (BoQ) (inclusive of all taxes and other expenses) will be taken as the basis for determination of L1.
- 27.9 The bid will be submitted/uploaded as per on-line e-procurement process. All pages of documents to be scanned for uploaded need to be sealed & signed by bidders.
- 27.10 Overwriting in any form or manner anywhere in the tender papers shall not be accepted and the tender shall stand automatically cancelled.

27.11 Tender Fee along with other documents shall be submitted at the Directorate of Welfare of Plain Tribes and Backward Class, Assam during office hours on all working days before last date and time of submission of tender.

#### 28. Validity of tenders:

28.1 Only those tenders shall be treated as valid the submission of which is found in order and the rates of items quoted are accepted and bidders of such tenders shall be called successful bidders. The successful bidder shall have to sign a Rate Contract Agreement with the Purchaser that shall remain effective and valid for the specific tender only.

#### 29. Conditions for supply:

Delivery of all goods covered by an order shall have to be initiated within 75 days of issue of order at the destinations mentioned in the order and completed within 120 days from the date of issue of the order by the Director of Welfare of Plain Tribes and Backward Class, Assam. Each delivery to each destination shall be made by issuing a Challan in 4 (four) copies which must expressly and clearly show the items name and specification and their quantity, signed and sealed by the supplier. Signatures with date and seal of the concerning officer (s) to whom the goods are delivered shall have to be obtained on the Challans. One copies of the Challan is to be given to him/her (the authorized receiver of goods).

The bidder shall furnish information to the Purchaser (Director, Welfare of Plain Tribes and Backward Class, Assam) in respect of each delivery to each destination with which a copy of the aforesaid Challan shall have to be attached. Two copies of the Challan shall be attached to the bill when submitted for payment.

#### 30. Withdrawal of Bids:

Any bidder may withdraw the bid upto last date of submission of bid which is also the time for submission of bid. Only single bid shall be submitted by each bidder.

## 31. Inspections and Test:

The Purchaser's right to inspect or test as well as to reject the Goods, where necessary, after the Goods arrived their final destinations shall in no way be limited to or waived by reason of the Goods having been previously inspected or tested and passed by the Purchaser or his authorised representative prior to the Goods shipment.

## 32. Packing/Packaging:

32.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, contact with salt and precipitation during /on transit / open storage. Proper care shall be taken regarding the case, size and weight of the packages considering the remoteness of final destination of the goods and the absence of heavy handling facilities at all points on transit.

32.2 The packing, marking and documentation in and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in any subsequent instructions issued by the Purchaser after the contract was signed.

## 33. Termination of Default:

- 33.1 The Purchaser may, without prejudice to any other remedy if available to him, shall issue notice for breach of contract for supplying defective material or sub-standard material to the Supplier's expressed destinations, terminating the Contract in whole or part at the discretion of the Purchaser.
- 33.2 The Purchaser shall also be at liberty to cancel the contract or deduct the proportionate value of the goods complained of if:
  - (a) the Supplier fails to deliver any or all of the goods complained of by the Purchaser within the period(s) specified in the Contract;
  - (b) the Supplier fails to perform any obligation(s) under the Contract; and/or
  - (c) the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
  - **NOTE : (1)** "Corrupt practice" means offering, giving, receiving or soliciting of anything any favour in cash or in kind or an act of influencing the action of a public servant in the procurement process or in executing the contract.
    - (2) "Fraudulent practice" means misrepresentation of facts in order to influence the procurement process or execution of the contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after submission of the bids) designed to establish Bid prices at artificial or non-competitive levels and/or to deprive the Purchaser of the benefits of free and open competition.
- 33.3 If the Purchaser terminates the Contract in whole or in part, the Purchaser shall have the right to procure, upon such terms and in such manner as he deems fit and appropriate, the goods or Services similar to those undelivered, and the supplier shall be liable to the Purchaser for making good of the loss if any incurred in the process by the Purchaser any excess costs for such procurement of goods and/or services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
- **34.** Termination of Contract for insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the supplier if the Purchaser reasonably finds at any point of time during the continuation of the period of contract that the supplier has become bankrupt or otherwise insolvent. Termination of the contract in such a situation will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued thereafter to the Purchaser.
- **35.** Termination of Contract for Violation: The Purchaser, by issuing a written notice to the supplier, may at any point of time terminate the Contract, in whole or in part, if the Purchaser reasonably finds that the supplier has violated one or more terms or conditions of the Agreement or has

engaged in influencing any of the officials or persons concerned with the implementation of the scheme. The supplier shall not be entitled to any compensation for such termination mid-way but he shall remain entitled to the amount proportionate to the works done until termination of the Contract.

## 36. Award of contract:

- 36.1 The Purchaser reserves the right to accept or reject any or all the tenders and to cancel the bidding process as well as to reject all quotations at any time prior to the award of the contract with reasons to be recorded in writing.
- 36.2 The Purchaser shall inform about the award of the contract to the bidder whose tender the Purchaser accepts. The terms and conditions of the accepted offer shall be incorporated in the purchase order.
- 36.3 Payment of the suppliers' bills shall be made after delivery of the goods in satisfactory condition and confirmation report from the concerned Officers of the District regarding the receipt of the goods in good and satisfactory condition and subject to release of F.O.C. by the Government.

## NOTE :

(A) The bidders shall submit/ upload online as per time schedule mentioned above. The bids/tenders will be opened on 01/12/2018 at 11.00 AM.

(B) No preference will be given to any bidder or class of bidders, either for price or for any of the terms and conditions, earnest money deposit exemption etc. The bidders' sincere participation in the tendering process under reference shall be thankfully appreciated in the interest of the project.

37. Cost of Bidding Document: Rs. 2,000.00 (Rupees Two thousand), non-refundable.

## 38. Earnest Money: Rs.1,00,000.00 (Rupees One lakh) refundable

## 39. Resolving Disputes and/or dissentions, if any:

- 39.1 The Purchaser and the supplier shall make all out efforts to resolve the disputes and/or the dissensions if ever arises any out of the Contract/Agreement amicably by direct and formal or informal negotiations and upon failing to arrive at an amicable settlement within 15 (fifteen) days from the date of commencement of the mutual discussion towards settling the dispute or dissension the matter shall be referred to arbitration by mutual consent with due intimation to and from all concerned.
- 39.2 In case of failure of the parties to resolve their dispute or difference or dissension amicably by themselves within 15 (fifteen) days, the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter shall commence unless such notice is given. Arbitration may commence prior to or after delivery of the Goods under the Contract.
- 39.3 The Principal Secretary to the Government of Assam or his designated representative shall be the arbitrator.

39.4 In case the dispute/dissension between Purchaser and Supplier could not be resolved by arbitration within 30 days from the date of commencement of the process of arbitration, then the legal dispute may be pursued only at the Court (s) under jurisdiction of / at Gauhati High Court, Guwahati.

Annexure-"A"

## Details break-up for supply of Tablet with Text Books for Class IX-X

Sl. No.	Name of District		
01	BARPETA		
02	BONGAIGAON		
03	CACHAR		
04	DARRANG		
05	DHEMAJI		
06	DHUBRI		
07	DIBRUGARH		
08	GOALPARA		
09	GOLAGHAT		
10	HAILAKANDI		
11	JORHAT		
12	KAMRUP – METRO		
13	KAMRUP – RURAL		
14	KARIMGANJ		
15	LAKHIMPUR		
16	MORIGAON		
17	NAGAON		
18	NALBARI		
19	SIBSAGAR		
20	SONITPUR		
21	TINSUKIA		
22	BAKSA		
23	CHIRANG		
24	DIMA HASAO		
25	KARBI ANGLONG		
26	UDALGURI		
27	MAJULI		
28	BISWANATH		
29	HOJAI		
30	WEST KARBI ANGLONG		
31	CHARAIDEO		
32	S.SALMARA , MANKACHAR		

#### ANNEXURE – "B"

### **REQUIREMENT SPECIFICATION FOR TABLET PC**

#### A. E-Book

About 200 or more e-books comprising approximately 200 pages in each will have to be created under the project. All the books or part of it, as required by student who is selected to get it in a tablet PC supplied under this same BID, will have to be loaded with requisite software in the tablet PC. Bidder must have required capacity to create and incorporate audio-visual representation as and where required as a part of the text books, not as external object, with different regional language voice over, if required. E-books will be in e-Pub version 3.0 in English, Assamese, Bengali and Bodo language for students of class IX and X students and MIL book for all regional vernacular language.

#### 1 Format

The electronic publications must be delivered in ePub 3.0 Reflowable and/or ePub 3.0 Fixed Layout formats unless other format is specified on the order form. Also the scanned images of the books which are used as raw materials for digitization (in case softcopy is not provided by Directorate of WPT & BC and digitization is carried out through hard copy) should be provided separately.

ePub files must be compliant with the ePub format specifications of (IDPF) International Digital Publishing Forum (link: http://www.idpf.org/ePub).

The types of EPUB/PDF files requested could be:

- Pub 3.0 file with Reflowable Text (for text based books)
- Pub 3.0 file with Fixed Layout (for pictorial books)

The variability of screen dimensions shall be taken into account when producing the electronic publication.

#### 2 Film Names

One ePub file must be delivered per each title. A register of catalogue has to be produced and the catalogue number must be the file name of the ePub file.

#### **3** Supporting Files

Large versions of images, graphics, illustrations, animations, tables or other supporting documents must be included in the package as separate files and linked to them from the main content file.

Content files inside the ePub container will be compliant to size limits so as to allow optimal reading on different devices.

A PDF containing the screenshot of validation of the ePub file by IDPF http://validator.idpf.org, in case of file size is under 10MB) or any other standard ePub Validation Software (in case of files larger than 10MB) will be supplied with each ePub file.

#### 4 METADATA

Meta-data as properties of the file:

The ePub files must include the following set of descriptive metadata as properties of the file:

Metadata	Description	Tag	Attribute	Format	Mandatory /Optional
Title	Title of the publication	<dc:title></dc:title>			Mandatory

Author	Name of the	<dc:creator></dc:creator>	opf:role="au	Surname	Optional
(person)	person		t"	Name	
Language	ISO 639-3	<dc:language></dc:language>			Mandatory
	code for the				
	language				
Publisher	"Publications office of the	<dc:publisher></dc:publisher>			Mandatory
Publication	Date of the	<dc:date></dc:date>		It must contain	Mandatory
date	publication of the E-PUB version.			at least a four digit year but may be followed by an optional two digit month and an optional two digit day, in the format	
				YYYY-MM-DD	
ISBN	ISBN of the e- book (different from the	<dc:identifier></dc:identifier>	opf:role=sch em		Mandatory
DOI	DOI of the e-	<dc:identifier></dc:identifier>	opf:role=sch		Mandatory
	book (different		em		,
Description	If available, summary of the	<dc:description></dc:description>			Optional
ISBN	AS provided by the DPD				Optional
Annotation	A short information about the book				Mandatory
Age group	Describes the target audience				Optional
Copyright	Relevant				Mandatory
Information	copyright information				
Price of the Ebook					Optional
Genre	Social sciences, Literature etc.				Mandatory

#### 5 Specifications EPUB with Reflowable Text structure

The EPUB file must respect the order of the pages of the input content, with the exception of the back cover, which in some cases must be placed right after the front cover.

6 Table of Content

The EPUB file must allow the automatic generation of the Table of Content (TOC) by the different devices. The TOC must be navigational, allowing the reader to move directly from the TOC to a specific section of the electronic publication by clicking on the desired item (front matter, back matter or main content). The TOC will only display up to three levels.

Beyond three levels, pages for the display of subsequent levels must be created and placed at the beginning of the corresponding section. Any references to page numbering must be removed.

The first item on the TOC must be the title of the publication and point to the front cover. If the front and back matter pages have their own header, it must be displayed in the TOC. The copyright page must be present on the TOC, using the following labels:

Language	Copyright page		Language	Copyright page
BG	ABTOpcKorrpaBo		LT	Autoriqteisiqpuslapis
ES	Pagina dederechosdeautor		HU	Kolof6n
Cs	Tiraz		MT	Pagnatad-dritttal-awtur
DA	Copyright		NL	Copyrightbladzijde
DE	Impressum		PL	Metryka ksi£!zki
ET	Autorioigustelehekiilg		РТ	Pagina dedireitosdeautor
EL	creAi.6a.:rrveuµanKwv6lKalwµarw		RO	Pagina decopyright
EN	Copyright page		SK	Impresum
FR	Page de copy right		SL	Kolofon
GA	Leathanachc6ipchirt		FI	Copyright-sivu
IT	Pagina delcopyright		Sv	Copyrightsida
LV	Autortiesibulapa			

## 7 Front Cover

#### **Reflowable Text:**

The front cover of the publication must be visualized on the library of the e-reader. In addition, the front cover must be also the first page of the electronic publication. The front cover must be captured as image.

#### Fixed Layout:

The printed front cover of the publication must be visualized on the library of the e- reader with the word 'Interactive' marked in a distinct manner. The front cover inside the book must be a visual representation of the original printed cover page along with suitable animation and interactive components in the first page of the electronic publication.

The front cover for the library must be captured as image.

#### 8 Back Cover

#### **Reflowable and Fixed Layout:**

In the case that the back cover contains a blurb, the back cover will be placed right after the front cover and will be captured as content (text and images, if any). The background image, if any, will not be captured.

Otherwise the back cover will be captured as image and located at the end of the electronic publication.

Identifiers, bar codes, QR codes and The Publications Office logo present on the back cover must not be captured as part of the back cover.

### 9 Title Page

Title page must be captured as text respecting wherever possible in the original layout.

## 10 Copyright Page

The copyright page must respect the layout of the original input content; information must be left-aligned. Only one copyright page will be present on the ePub file. The sentence "Cataloguing data can be found at the end of this publication" will be removed.

Identifiers IBSN and DOI must follow the requirements described in the section "Metadata" of this document.

Superfluous mentions with regard to the print version must be removed. As examples, any reference to the printed publication:

- Paper dimensions;
- Total number of pages;
- Type of paper;
- Printing location;
- Price, etc.

## 11 Other Front and Back Matter Pages

Other front and back matter pages (note to the reader, bibliography, glossary, references, etc.) must be one individual item on the table of content.

#### 12 Logo of Publications Division

The last element of the electronic publication must be the logo of Publications Division in the corresponding language. The logo must be left aligned.

#### 13 Chapter Pages

Chapter pages may include chapter number or identification, chapter header and chapter introductory text. Chapter pages must be captured as text respecting wherever possible the original layout.

In the case of chapter pages with colour identity, the chapter number and chapter header will be placed as text in the closest colour to the input colour.

In the case of chapter pages with strong graphical identity, an image representing the graphical identity will be created and placed centred and immediately after the chapter number and chapter header.

#### 14 Pages not to be Captured

The following are pages not to be captured from the hard copy of the book:

- Table of content. The TOC must be rebuilt (Some tax not clear in PDF)
- Repeated table of content present within the main content;
- Cataloguing pages;
- Blank pages;
- Irrelevant pages for electronic dissemination (as example pages to write notes).

## 15 Removal of Page Numbering

Any explicit reference to page numbers must be replaced by a cross-reference to the relevant content. As example "See on Page 6" should be replaced by a linkable "See" or "More".

## 16 Layout (Reflowable Text)

#### Columns

Any layout with multiple columns will be transformed into one-column layout (if otherwise not specified

#### Body Text

The alignment of the body text must be as in the input content. Margins, tabular or sand spaces between paragraphs, lines, bullets or list elements, etc. must be respected.

#### 17 Fronts

In respect of English books and journals common font families, listed among the display options of e-readers, must be used consistently throughout the main body of the text.

### In respect of Devanagari and Regional Language Books, fonts which support Unicode are allowed since the books are in Devanagari and Regional languages only, hence the vendor must strictly stick to Unicode fonts.

Special characters must be detected and the corresponding fonts must be embedded, ensuring the correct visualization of the linguistic versions of the publication.)

Fonts sizes must respect a logical proportionality (e.g. font size of a footnote reference must be smaller than the main body text) and be used consistently throughout the electronic publication and all linguistic versions.

#### 18 Headings

## Headings Must Be Centred

The hierarchy and emphasis of the headings and sub-headings must be respected and be consistent throughout the electronic publication and all linguistic versions.

The different levels of headings must be visually distinct from each other. Changing one aspect of the font (e.g. face, case or slope) should be sufficient and preferable to using a mix of font faces or doubling-up differences (e.g. changing both font size and colour).

## 19 Typography

Several elements within the electronic publication such as chapter titles, headings and subheadings, captions, lists, notes and references may require a special typographic treatment.

These elements shall be set apart from the rest of the text through the creation and application of CSS styles. In order to be rendered successfully by any e- reader, the number of existing character and paragraph styles should be reduced and, if necessary, their characteristics should be simplified.

Styles must be applied in a consistent and coherent way throughout the electronic publication and all linguistic versions. The following elements must be respected, captured as in the input content:

- Bold, italics and underlined;
- Capitalization;
- Superscript and subscript.

#### 20 Header and Footer

Header and footer must not be captured.

#### 21 Colours

Wherever possible, colours (font colours, background colours for highlighted text boxes, table cells colours, etc.) must be respected. However background coloured pages must be captured as normal pages ignoring the background colour.

## 22 Hyphenation

Hyphenation must be disabled to avoid word breaks carried over from the print version.

23 Images

- Equations, signatures, graphics, illustrations and pictures must be captured as respective required format such as mathML. SVG, PNG, GIF etc. The size of the images must be consistent throughout the electronic publication. Resolution of 300 DPI should be used (if not specified otherwise and if not required to downscale for saving memory consumption buy a book).
- Images must be prepared for optimum display on a variety of screen sizes and resolutions. Images must allow zooming on the devices that allow that feature, with enough resolution to ensure proper visualization. (min)
- Images must keep the same position in the flow, in the same order than the order appearing in the input content.
- Images shall be anchored within the main body of text, ensuring that when the text reflows, the images travel with the text to which they are attached.
- Captions and footnotes for images must always be captured as text, not as part of the image. They must be placed immediately before or after the image as per the input content.
- In the case of text over the images, the image and the text must be captured separately, with the exception of the text of the copyright, which is to be captured as part of the image.
- Background images under the main content will not be captured.

## 24 Tables

Tables must be captured as tables and properly dimensioned so they are readable when increasing the font size. Cells alignment must be respected.

Captions and footnotes for tables must always be captured as text. They must be placed centred and before or after the image as located in the input content.

In case of very complex tables, they could be captured as images if agreed by the Publications Office. Other solutions may be proposed by the Contractor.

## 25 Lists

The different types of lists (1 -2 -3, A-B-C, a -b-c, i-ii-iii, etc.) and bullet points (square, triangle, arrows, etc.) must be respected. Nesting must be respected.

## 26 Other Graphical Element

Wherever possible other graphical elements (separators, boxes, etc.) must be reproduced respecting the most closed as possible to the original design (colours, fill, stroke, etc.).

## 27 References

References (cross-references, footnotes, URLs, embedded links within the text, e- mails, telephone numbers, multimedia objects, etc.) must be highlighted using blue colour and being underlined .They must be hyper linked pointing to the related item.

## 28 Footnotes

Footnotes must either appear in a floating box inside the page anchored by a footnote marker or appear after the respective chapter as the case maybe in the ebook reader settings.

#### 29 Links

Internet addresses present in the publication must be activated pointing to the appropriate target URL. In case a URL mentioned in the file is not found to be active then the correct URL should be asked from DPD.

If the activation of hyperlinks is requested, embedded links within the text must be implemented pointing to the appropriate target URL.

#### 30 E-mail Addresses and Telephone Numbers

E-mail addresses and telephone numbers present in the publication must be activated.

#### 31 Multimedia Objects

If the integration of multimedia objects inside of the publication is requested, embedded links within the content must be implemented pointing to the appropriate multimedia object.

The multimedia object must be included within the EPUB container. Multimedia objects shall be prepared for optimum display on a variety of screen sizes and resolutions.

The EPUB file with Fixed Layout must respect the layout and the order of the pages of the printed publication but must contain interactive and other media as requested.

#### 32 Quality Validation

The minimum quality controls (both manual and automatic validations) to be performed by the Contractor during the production process of electronic publications (e-books).

The Contractors shall perform all quality controls for each linguistic version. The Contractor shall provide a quality control report together with any EPUB delivery. These reports must document the quality control procedure, tests and validations conducted by the Contractor on the deliverables as well as the list of e-reading applications, e-ink reading devices and other devices on which these-books have been tested.

#### 33 Quality Controls

#### Automatic

The following is the minimal list of automatic validations which must be part of the production process:

- Technical file validation (conformity with prescribed standards);
- Structural validation and conformity with original input files (via tools to be present in the Contractor's production workflow);
- Validation of naming convention;
- Synoptic validation(in case of production of several language versions)

Minimal list of structural elements to check for several language versions:

- Number of sections;
- Number of chapters;

Number of sections at "Level 1'

Number of sections at "Level 2"

Number of paragraphs;

Number of lists;

Number of elements in each list;

Number of footnotes; Number of footnotes references; Number of tables; Number of table captions; Number of illustrations; Number of illustration captions Number of links to URLs; Word breaks Line breaks.

If differences between language versions are discovered, then the operator must verify if and to what extend an error has occurred and if necessary re-check the entire file.

## Manual

The following is the minimal list of manual validations which must be part of the production process:

- Operability of the files on different readers and platforms (see point 3);
- Completeness of contents;
- Presence and corrections of bibliographical data/metadata ISBN-doi;
- Quality of images (proper visualization and zooming on the devices that allow that functionality);
- Readability of tables
- Functioning of re-size function;
- Correct display of special characters;
- Search function
- Opening speed of pages and footnote references;
- Correct use of soft hyphens;
- Functioning of the table of contents;
- Functioning of references (cross references, footnotes, URLs, Embedded links within the text, e-mails, telephone numbers, multimedia objects etc.);
- Sequence/order of content elements;
- Presence of typographical signs;
- Correct rendering of "text to speech"

#### 34 Devices and Platforms

The Contractor shall carry out full Proofreading of the content and technical tests and validations on the following reading platforms: e- reading applications running on Microsoft Windows, Mac OS, Android and iOS, as well as e-ink reading devices. The lists of devices indicated below may be adapted according to the evolution of the market.

The following is the minimal and indicative list of devices and plat forms to be checked for:-EPUB deliverables with reflowable text.

- Windows:
  - ADE;
  - o Calibre;
- iOS:
  - o iPod Touch;

- o iPad;
- o iPhone;
- e-inkdevices:
  - o SonyPRS650;
  - o SonyPRS300;
  - o SonyPRS350;
  - SonytouchEdition
  - o Nook2009;
  - o Cybook orizon
  - o Amazon kindle
- Android:
  - Android based devices;
  - o NookColor
  - KoboVOX.

The following is the minimal and indicative list of devices and platforms to be checked for:-EPUB deliverables with fixed layout.

- iOS:
  - o iPad
  - o iPhone
  - o iPodtouch
- Android: Supported devices of various companies

## 35 Comprehensive Testing Report

The contractor should provide along with the deliverables a comprehensive testing report for each lot digitized which should include the following:-

- 1. A checklist for all the automatic and manual tests performed on the files which are given in this document.
- 2. Total no. of pages, memory foot print for both PDF and EPUB, word count, paragraph count, lines count for each file.
- 3. Text search based on 5 different words to be done.
- 4. Selection text using 'Ctrl+A': the report should state that whole of the digitized text is selectable (excluding image based texts)
- 5. Memory leak and memory foot print by ebooks (especially in the case of multimedia books)
- 6. Other tests as specified by DPD on the time of delivery of books for Digitization.

Note: Any payments for digitization will be cleared only after the report is submitted to DPD. Directorate of WPT & BC is free to impose penalty if on testing by Directorate of WPT & BC., reports are found to be false or the results stated in the report mismatch with the results found by Directorate of WPT & BC.

**Devices:** The Company should provide devices capable of reading E-pubs (which are specified earlier in this document for different types of E-pubs) to DPD for proof reading the books. The devices will be returned only after the Proof read is completed by DPD.

A minimum of 10 devices should be provided by the company to DPD during the delivery of first lot of Deliverables.

#### 36 Deliverables

The E-books should be provided in following formats:-

- 1. One CD/DVD for each title delivered in the lot with proper Lot no and title of the book scribed on the CD/DVD. The CD/DVDs should be delivered in proper CD/DVD wallets and not in lose covers or plastic covers. The CD/DVD must of good quality material and of a good brand.
- 2. Thumb drives having capacity of 32GB or higher should be provided to the department by the company with all the eBooks separated by distinguished folders after the completion of digitization work.

All the files should be encrypted by a folder lock software as well.

## **37 Other Specifications**

- (I) The final digitized copy should have no distortion or deviation from the original text and to do this all the necessary proof-reading and checking of text has to be done by the agency before giving the final digitized copy to the Publications Division.
- (II) Providing the files in the following formats- PDF (full search), PDF-A, PDF-UA, HTML, ePub, Mobi, MS-Word (through OCR and any other technical means that may be necessary)
- (III) The e-book should be compatible to open on multiple PC platforms like Windows, Linux and Mac OS and also on mobile platforms like Android (Jelly Bean, Ice-Cream Sandwich etc.), Windows, Symbian to provide maximum facility to the user to read our books on various devices that are popular in the market today.
- (IV) The electronic copy of the books in word format should have 100 per cent accuracy. All titles will be required to be given in the open and editable format such as MSWord or open office writer with 100 per cent accuracy of the original text.

## 38 Technical Eligibility Criteria

The Contractor firm must have adequate skills and core competence of their own in developing eBooks from the scratch programmatically and infrastructure to execute work on their own. As the work involves *development of intellectual property*, the contract will be executed under a *non-disclosure agreement* between the department and the contractor, hence no online third party software can be used and the contractor can not involve any third party for execution of the work.

## B. Tablet PC

1. Minimum configuration with two years warranty

Display	7 Inch or above	Mandatory
Network	WiFI only	Mandatory
Operating System	Android 7.0 or above	Mandatory
Screen resolution	1024*600 or above	Mandatory
Processor	1.1 GHz or above	Mandatory
RAM	1GB or above	Mandatory
Built-in Storage	8GB or above with minimum	Mandatory
	user available storage 4 GB	
Extendable Up to	32GB or above	Mandatory
Rear camera	2MP or above	Optional
Front Camera	VGA	Optional
Bluetooth	4.0 or better	Mandatory
Wifi	b/g/n	Mandatory

GPS	Yes	Optional
USB	OTG support	Mandatory
Battery	3500 mAh or above	Mandatory

2. Minimum certifications have to be submitted for the product before delivery

- I. BIS certificate
- II. SAR certificate
- III. ROHS certificate
- 3. Minimum certification the OEM must have
  - I. ISO 9001:2008 certifications
- II. ISO 14001:2008 certifications

4. Experience of handling service centres by OEM

OEM must have experience of handling more than 100 service centres for its product.

#### ANNEXURE-"C"

#### PROFORMA OF PERFORMANCE STATEMENT

Name of the Firm.....

Financial year of Supply	Order placed by (full address of Purchaser)	Order No. date	Name of Items	Value of order	of com	Date & date pletion of livery Completion Date	Remarks indicating reasons for late delivery, if any
1	2	3	4	5			7
Total Amount Rs.							

Signature and Seal of Bidder

.....

.....

.....

.....

#### ANNEXURE-"D"

#### ITEM WISE BILLS OF QUANTITY (BoQ)

Tender Inviting Authority: Director, WPT & BC, Assam

Name of Work: Supply of Tablet with Text Books for Class IX-X for ST(P) beneficiaries in different districts of Assam.

Contract No:

Bidder Name :

#### PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBE	TEXT #	TEXT #	NUMBER #		
R #					
S1.	Item Description	Item Code /	RATE quoted per piece		
No.		Make	In Figures To be entered		
			by the Bidder (including		
			GST & all Taxes, FoR		
			etc.)		
			Rs. P		
1	2	3	4		
1	Tablet PC with e-Text Book (as per specification specified in Annexure-B)				
Quoted		INR Only			
Rate in			, in the second s		
Words					

Annexure-"E"

#### GOVT. OF ASSAM

#### DIRECTORATE OF WELFARE OF PLAIN TRIBES AND BACWARD CLASSES, ASSAM

#### AGREED TERMS & CONDITIONS

Tender No. & Date : .....

#### A. DETAILS OF BIDDER

Bidder Name	:
Office Ref	:
Contact Person	:
Telephone No	:
Fax No	:
E-mail	:
Signature	:

## NOTE: The questionnaire below must be duly filled in and should be enclosed with un-priced Technical Bid.

#### **B. TECHNICAL:**

S1.	Description	<b>Bidder's Confirmation</b>
No.	Description	(Confirmed/Noted)
1.	Confirm that you met the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and Scope of Supply as per Tender Document.	
3.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
4.	Confirm that all certificates/ documents furnished.	
5.	Confirm that Tender Fee as per bid document has been furnished	
6	Confirm that earnest money as per bid document has been furnished	

## C. COMMERCIAL

Sl. No.	Description	Bidder's Confirmation	
10.		(Confirmed/Noted)	
1.	Confirm that the quoted price of the items are inclusive of cost of packing & forwarding charges, freight, insurance and all duties and taxes viz. Excise Duty, GST.		
2.	It is noted that the statutory variations in taxes and duties (except Excise Duty) within the contractual delivery period shall be borne by the purchaser.		
3.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by supplier.		
4.	Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery.		
5.	Confirm acceptance of Delivery Period as specified in the Tender Document.		
6.	Confirm acceptance of relevant payment terms specified in the bid document.		
7.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order and period of contract.		
8.	Packing/ forwarding, transportation, loading/ unloading and insurance are supplier's responsibility. To protect the items from physical damages and/or deterioration due to weather during transit, supplier to ensure proper packing & handling arrangement.		
9.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.		

#### SIGNATURE OF BIDDER:

NAME & DESIGNATION :

## (IN BLOCK LETTER)

DATE :

NAME & ADDRESS OF THE FIRM :

#### Annexure-"F"

#### Form of Agreement

#### THIS CONTRACT AGREEMENT is made

This ...... day of month..... year.....

#### BETWEEN

- (1) Name and Address of the Purchaser: Director, Welfare of Plain Tribes and Backward Classes, Dispur, Guwahati 6
- (2) Name and Address of the Supplier:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [insert: contract price in words and figures] (hereinafter called "the Contract Price")

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
- 2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Technical Specifications)
  - (e) The Supplier's bid and original Price Schedules
  - (f) The Purchaser's Notification of Award
  - (g) Joint bidding agreement
  - (h) MoU for lead player
  - (i) [Add here: any other documents]
- 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 of 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.

For and on behalf of the Purchaser

Signed:

In the capacity of [insert: title or other appropriate designation]

In the presence of \_\_\_\_\_\_ For and on behalf of the supplier

Signed:

In the capacity of [insert: **title or other appropriate designation**] In the presence of \_\_\_\_\_\_

#### Annexure-"G"

## CHECK LIST FOR TECHNICAL BID

S1.	Cover A	Enclosed	Enclosed	Page Sl.
No.	(Technical Bid Documents)	(Yes)	(No)	No.
Set 1		1		
01	Court fee Stamp Affixed			
02	Technical Bid forwarding letter along with Check list			
	(Annexure – G)			
03	Tender Fee	-		
04	Bid Security/EMD			
05	GST Registration certificate			
06	Upto date GST return copies with Tax payment challan			
07	PAN Card			
08	Upto date Trade Licence			
09	Average annual sales turnover certificate certified by bidder's			
	registered Chartered Accountant.			
10	Income Tax return acknowledgement copy			
11	Dealership / Distributorship certificate from manufacturer			
	(in case bidder is Dealer or Distributor)/ Manufacturing &			
	Factory License of unit from Component Authority	-		
12	Authorisation letter to participate in this bid, from			
	manufacturer (in case bidder is Dealer or Distributor)			
13	Valid ISO 9001:2015 ; 14001:2015 certificates and			
	manufacturing / factory licence of manufacturer.			
14	Firm registration certificate / Shop & establishment			
4.5	registration certificate /Company registration certificate			
15	Power of Attorney for signing the Bid			
16	Joint Bid Agreement wherever required for Consortium.			
17	MoU for Lead Member of Consortium			
18	Anti-Collusion Certificate – to be submitted on the letter			
	head of the Lead Member (in case of a Consortium) or the			
10	Single applicant as the case may be.			
19	Annexure – E (Agreed Terms & Condition)			
20	Affidavit that bidder is not under the declaration of			
01	ineligibility / blacklisting etc. By Govt. of Assam or India.			
21	Earnest money			
Set 2	Exercise of developing of the		<u>г</u>	
21	Experience of developing software		<u>├</u> ────┤	
22	Previous experience of publishing vernacular language e			
22	books made in e-pub format		<u> </u>	
23	Supply of tablet PCs to Government or PSU in a single order as per Annexure - C			
24	Turn over			
25	Experience of working with Government for software			
	development			
26	Volume of work in single work order for software etc.			
	(excluding hardware) for any Government department			

## Sign and Seal by Authorized representative of the Bidder