



**MEGHALAYA INFORMATION TECHNOLOGY SOCIETY,
(MITS)
INFORMATION TECHNOLOGY & COMMUNICATION (IT&C) DEPARTMENT,
GOVERNMENT OF MEGHALAYA**

**TENDER/REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF
TABLET PCs (MTAB)**

(Tender No: MITS.4/2015/245

Dt. 13th Oct, 2016)

**MEGHALAYA INFORMATION TECHNOLOGY SOCIETY (MITS)
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SECTION 1

INVITATION FOR BIDS

1. SECTION-I: INVITATION FOR BIDS

1.1. Sealed Bids are invited from Original Equipment Manufacturers (O.E.Ms.), Authorized Distributors/ Country Channel Partners in India (in case of imported equipments)/Authorised Dealers, for procurement of 25,000 (+/- 10%) Tablet PCs with pre loaded educational content (Class XI & XII), having technical specification as per **Annexure I**. These are intended to be provided to students of Class-XII in all Educational Institutions under Chief Minister's Student Digital Learning Aid scheme of Meghalaya by the State Government.

1.2. GIST OF IMPORTANT GENERAL CONDITIONS

1.2.1. Unless otherwise specified for a part of the order, the entire supply and distribution would be completed within 8 weeks from the date of placing the supply order.

1.2.2. Tender can be downloaded from website <https://meghalayatenders.gov.in> or <http://ditmeghalaya.gov.in>. The tender document will be available for a fee of Rs 10,000/- (by demand draft) in favour of “**Meghalaya Information Technology Society**”. The tender fee will have to be deposited on or before the date of Pre-Bid Conference if the bidder wishes to attend the same otherwise along with the bid as a separate bank draft. Kindly note that no bidder will be allowed to attend the Pre-Bid Conference without submitting the Tender Document Fee.

1.3. SCHEDULE OF THE TENDER PROCESS

1.3.1. The Technical and Commercial Bid must be submitted online and; the Earnest Money Deposit (EMD) and two prototype Tablet PCs must be delivered to MIT, IT&C Department, Ground Floor NIC, Building, Secretariat Hills, Shillong -793001, Meghalaya, latest by 2.00 PM on 15th Nov 2016.

1.3.2. Pre-Bid Meeting will be held on 1st Nov 2016 at 2.00 PM in IT&C Dept Conference Room. Prospective bidders are requested to send their queries by 26th Oct 2016 by 2.00 PM by email only to **dit-meg@nic.in**.

1.3.3. Eligibility Claims shall be opened at 2.00 PM on 15th Nov 2016 at IT&C Dept Conference hall in the presence of bidders, who may choose to attend.

1.3.4. Thereafter, Technical Bids of Eligible Bidders shall be opened on the same day.

1.3.5. Date & time for opening of Commercial Bids of technically qualified bidders will be intimated separately.

1.4. Notwithstanding anything else contained to the contrary in this RFP document, the Commissioner & Secretary, IT&C Department, reserves the right to cancel/ withdraw/ modify fully or partially the 'Invitation for Bids' or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision. Further, in case of any disputes in matters related to this RFP, the decision of the Purchaser shall be final and binding.

SECTION 2

INSTRUCTIONS TO BIDDERS

2. SECTION – 2: INSTRUCTIONS TO BIDDERS

2.1. INTRODUCTION

2.1.1. Eligible Bidders

- (i)** The Bidder should be manufacturer or authorised dealer or importer or large scale system integrator of the required Tablet PC.
- (ii)** The OEM must have supplied similar type of Tablet PC of at least **4000** units in a single order of any PSU/ Govt Organization/ Banks/ Educational institutions and sale of adequate number of Tablet PCs worth **Rs. 100 Crores** per annum during the last **3 financial years**. If the bidder happens to be a Systems Integrator (SI), it should have a national presence besides meeting the turnover criteria and having a sustained relationship with the O.E.M. in the past. The Bidder (or its OEM) must be able to establish its capability to execute this order by showing satisfactory/ timely delivery, where similar numbers of devices are involved.
- (iii)** The Annual turnover of the OEM whose Tablet PCs are sought to be supplied should be minimum **Rs 500 Crores** per annum for the last **3 financial years**.
- (iv)** The Bidder can choose to have a separate Authorised Service Provider (ASP). There is no turnover criterion for the ASP but it should provide the first level of OEM's support which is fully backed up by the O.E.M. by means of a written understanding regarding maintenance. However, MITS shall have the final discretion in this regard and can even ask for a trilateral agreement with the Bidder and the OEM in such cases to ensure timely maintenance.
- (v)** The Bidder should already have reasonable support base in the North East region. The MITS's discretion regarding reasonableness of support base shall be final. It is clarified that this clause pertains to only the existing level of support. The actual support required to implement this arrangement has been described in the relevant section.
- (vi)** It is reiterated that MITS's decision regarding Bidder's eligibility shall be final and binding on all the Bidders.
- (vii)** A consortium of companies duly backed up by an agreement, is allowed to participate in the bid subject to the condition that the prime bidder satisfies all criteria as mentioned in this Tender.

2.1.2. Cost of Bidding

- (i)** The Bidder shall bear all costs associated with the preparation and submission of bid and MITS, IT&C Department, Government of Meghalaya (**hereinafter referred to as the 'Purchaser'**) will in no case be responsible or liable for these costs, whether or not the Bid is finally accepted.

2.2. TENDER DOCUMENTS

2.2.1. Contents of Tender Document

This Tender Document comprises of the following Parts/ Sections.

Section-1 : Invitation for Bids

Section-2 : Instructions to Bidders

Section-3 : Conditions of Tender & Contract

Section-4 : Technical Specifications and Maintenance Conditions

Section-5 : Schedules, Forms and Annexure.

2.2.2. The Bidder is expected to examine the Tender Document carefully. Failure to furnish complete information required as per the Tender Document may result in the rejection of the Bid.

2.2.3. Clarification regarding Tender Document:

- (i) A prospective Bidder requiring any clarification about the Tender Document may request MITS in writing by e-mail at the Purchaser's email address indicated in the Invitation for Bids on or before 2.00 PM on 26th Oct 2016.
- (ii) MITS will respond in writing, only after the pre-bid meeting to be held on date & time specified in this Tender.
- (iii) Corrigendum, if any based on such clarifications, will be put on the website <https://meghalayatenders.gov.in> and <http://ditmeghalaya.gov.in> and the same shall be binding on all the Bidders.

2.2.4. Amendment of Bids

2.2.4.1. Bids once submitted cannot be amended. However, in some circumstances (such as major anomaly in the technical specifications having a major impact on pricing), MITS may decide to take fresh bids from all the Bidders before actually opening of the Commercial Bids.

2.2.4.2. In order to afford prospective Bidders reasonable time to make amendment in their bids, MITS may, at his discretion, extend the deadline for the submission of bids. However, no such request in this regard shall be binding on MITS.

2.3. PREPARATION OF BIDS

2.3.1. Period of validity of Bids:

- (i) For the purpose of placing the order, the Bids shall **remain valid for at least 365** days after the date of bid acceptance. A bid valid for a shorter period may be rejected by MITS as being non-responsive. During the period of validity of Bids, the rates quoted shall not change. However, in case of general fall in prices of a product in the IT/Electronics industry before despatch of Tablet PCs, such a reduction shall be passed on to MITS after mutual negotiations.
- (ii) In exceptional circumstances, MITS may ask for extension of the period of validity and such a request shall be binding on the Bidder. The MITS's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

2.3.2. Format and Signing of Bid:

- (i) The Bidder shall submit a copy of the Bid, clearly marking "**Technical Bid**".
- (ii) The Technical Bid shall be neatly typed and signed, by an authorised signatory(ies) on behalf of the Bidder. **The authorization shall be provided by written Power of Attorney accompanying the Bid.** All pages of the Bid, except for un-amended printed literature, shall be initialled by the person or persons signing the Bid.
- (iii) The Bid shall contain no interlineations, erasures or overwriting, in order to correct error made by the Bidder. All corrections shall be done & initialled by the authorised signatory after striking out the original words / figures completely.

2.3.3. Language of Bid & Correspondence:

- (i) The Bid shall be prepared by the Bidder in English language only.
- (ii) All the documents relating to the Bid (including brochures) supplied by the Bidder should also be in English and the correspondence between the Bidder & MITS shall be in English Language only.

2.3.4. Documents comprising of Bid:

The Bidder should prepare and submit the bid in three parts.

PART-I: ELIGIBILITY CLAIM:

In support of the eligibility, the Bidder must submit the following documents:

- (i) Detailed profile of the Company/ Firm.

- (ii) If the Bidder is not the O.E.M. and/or the Authorized Service Provider (ASP) is different from the O.E.M., the Bidder will be required to enclose an undertaking (**Proforma 'A'**) from the O.E.M. An authorised signatory of the O.E.M. as per its internal regulations should sign this undertaking. Such an authorisation may be seen during scrutiny of bids.
- (iii) OEM's Audited Statement certified by a Chartered Accountant regarding sale of similar Tablet PCs during last 3 (three) financial years.
- (iv) Receipt of Rs.10000/- towards the cost of the tender document.
- (v) Declaration in **Proforma 'D'** by an authorised signatory to the effect that all conditions contained in the Tender Document is acceptable to the Bidder.
- (vi) Declaration in **Proforma 'E'** that the Bidder has not been debarred/ blacklisted by any reputed Government/ Semi-Government organisation for quality of services/product and that there is no major complaint against the quality of service/ products by any organisation mentioned in this clause.
- (vii) Purchase order and satisfactory completion certificate that the OEM has supplied similar type of Tablet PC of at least **4000** units in a single order of any PSU/ Govt Organization/ Banks/Educational institutions during each of the last 3 financial years.
- (viii) **Bid Security:** Earnest Money Deposit (EMD) in the form of bank draft or Bank Guarantee (as per Annexure II) from any Nationalised or Scheduled bank, in favour of "**Meghalaya Information Technology Society (MITS)**" payable at Shillong. Bids not secured in accordance with EMD will be rejected by MITS. The Bid Security is required to protect MITS against the risk of Bidder's conduct which may require forfeiture of security pursuant to terms of this Tender. This needs to be submitted to MITS in a separate envelop on or before 2.00 PM on 15th Nov 2016.

Sr. No.	Equipment types	Bid security (EMD) amount in rupees
1	Tablet PCs	Rs. 25,00,000/-

- (ix) In case of a non-OEM bidder, the average annual turnover of the last three financial years must be minimum of Rs 10 crores. The same should be validated

and audited by Chartered Accountant (CA) along-with the balance sheet.

- (x)** In case of a non-OEM bidder, the bidder should have access to financial liquidity of minimum of Rs 10 crores. Banker's certificate certifying the availability of liquidity must be submitted.
- (xi)** The Bidders should also note the following:
 - a)** Unsuccessful Bidders' Bid Security will be refunded as promptly as possible.
 - b)** The successful Bidder's bid-security will be discharged upon the Bidders executing the contract and furnishing the performance security in accordance with terms of this Tender.
 - c)** No interest will be payable by MITS on the above mentioned Bid Security (EMD).
- (xii)** The Bid Security may be forfeited:
 - a)** If a bidder withdraws its bid during the period of bid validity specified by the Bidder and required by the Purchaser.
 - b)** During the tendering process, if a Bidder indulges in any such activity as would jeopardise the tender process. The decision of the Purchaser regarding forfeiture of the Bid Security shall be final & shall not be called upon questioning under any circumstances.
 - c)** In the case of a successful Bidder, if the successful Bidder fails to sign the Contract, and to furnish Performance Security.
 - d)** If a Bidder violates any of the important conditions of this tender document or indulges in any such activity as would jeopardise the interest of MITS. The decision of the Purchaser regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.

PART-II: TECHNICAL BID

This part of the Bid should comprise of the following:-

- (i) Financial data of the last three financial years in the format given in **Proforma 'B'**. Audited Balance Sheets, Profit & Loss Accounts and Income Tax Clearance Certificate also need to be enclosed.
- (ii) Number and value of Tablet PC etc. supplied during the last three financial years in the format given in **Proforma 'C'**.
- (iii) Certificates regarding satisfactory installation and after sales support from some prominent customers described in **Proforma 'C'**.
- (iv) Documentary proof for establishing the capability of the Bidder to execute this order by showing satisfactory/ timely supply and after sale support installation for these supplied equipments, where similar numbers of Tablet PCs are involved in a single order.
- (v) Filled in Fact Sheets (given in **Schedule II**) for the products quoted by the Bidder.
- (vi) Product catalogues revised up to date. If some product up gradation has taken place since the printing of the brochures, latest authenticated releases/ bulletins must be enclosed.
- (vii) Competitive advantages in terms of features.
- (viii) Quality and Standard Certifications obtained by OEM and the product being offered.
- (ix) Certificate of quality or approval for the Education materials proposed by the bidder as pre-loaded in the tablet to be supplied.
- (x) Authorized certificate by the educational content provider to the bidder as per '**Proforma –F**'.
- (xi) A statement regarding support base in the North East region.
- (xii) The bidder should submit to MITS on or before 2.00 PM on 15th Nov 2016.
 - a. **Two prototype Tablet PC** loaded with complete Educational Content which meet the minimum configuration and specification as mentioned in **Section 5 Annexure I** and **Section 4.3** respectively.
 - b. Entire educational content in the form of a DVD/suitable media.

These will be required for evaluation and approval by the state level special committee.

PART-III: COMMERCIAL BID

The Commercial Bid should consist of the following:

(i) Price Bid as in Schedule I.

Note: Detailed guidelines for filling in the Commercial Bid have been given in **Schedule -I** of this Tender and should be read in conjunction with relevant para of this Tender.

Bid Currencies:

Prices shall be quoted by Bidder in Indian Rupees, and the contract price shall also be paid in Indian Rupees.

2.4. SUBMISSION OF BIDS

2.4.1. Submission of Bids:

2.4.1.1. The Bidder shall submit various parts of the Bid as follows:

- (a) **Eligibility Claim** as per Para 2.3.4 Part-I.as "Eligibility Claim for Tablet PCs".
- (b) **Technical Bid** as per Para 2.3.4 Part-II as "Technical Bid for Tablet PCs/TouchPad".
- (c) **Bid Security** in one envelope submitted to MITS on or before 2.00 pm on 15th Nov and super-scribed with words "Bid Security Tablet PC" **"DO NOT OPEN BEFORE 2.00 pm on 15th Nov - 2016"**.
- (d) **Commercial Bid** as per para 2.3.4. Part-III as "Commercial Bid for Tablet PC/TouchPad,"

2.4.2. Every envelop and forwarding letter of various parts of the Bid shall be addressed as follows: COMMISSIONER & SECRETARY, IT&C DEPARMENT, AND MEMBER SECRETARY, MITS, GROUND FLOOR NIC BUILDING, SECRETARIAT HILLS, SHILLONG-1, MEGHALAYA.

2.4.3. If the envelopes are not sealed and marked as required above the Purchaser will assume no responsibility for the Bid's misplacement.

2.4.4. Bids sent through fax/e-mail shall not be accepted.

2.4.5. The envelope shall be sealed by signing across all joints & pasting good quality adhesive tape on top of such joints & signatures.

2.4.6. A Bidder who packs its Bid in a manner other than what has been described in this Tender above may face rejection of the Bid.

2.4.7. Deadline for Submission of Bids:

2.4.7.1. Bids will be submitted online by the Purchaser and deliver EMD, Prototype Tablet PC loaded with educational content and DVD/suitable media loaded with educational content at the specified address not later than 2.00 p.m on 15th Nov 2016. The Purchaser may, at its discretion, extend this deadline as per Para 2.2.4.2. The Purchaser may also extend this deadline for any other administrative reason.

2.4.7.2. Bids should not be submitted before 2.00 p.m on 1st Nov 2016, so that clarifications, if any, given by the Purchaser can be taken in account in the offer submitted by the Bidder.

2.4.8. Late Bids:

2.4.8.1. Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, as per clause 2.4.7.1 or 2.4.7.2 will be rejected.

2.4.9. Modification and withdrawal of Bids:

2.4.9.1. Modifications of Bids will not be allowed by the Purchaser under circumstances mentioned in this Tender.

2.4.9.2. Bids cannot be withdrawn in the interval after its submission of bids and before the expiry of Bid's validity specified by the Purchaser. Withdrawal of Bid during this interval may result in the forfeiture of Bidder's Bid security pursuant to relevant clause of this Tender.

2.5. OPENING AND EVALUATION

2.5.1. Opening of bids by Purchaser:

2.5.1.1. The Bids shall be opened at 2.00 pm on 15th Nov **2016** in IT&C Department Building, Conference Room in the presence of representatives of the Bidders who may choose to attend the proceedings. The representatives of Bidders will sign a register in evidence of their presence.

2.5.1.2. In order to assist in the examination, evaluation and comparison of

Bids, the Purchaser may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing, but no change in the price or substance of the Bid shall be sought, offered or permitted.

2.5.1.3. In the first instance, the 'Eligibility Claim' only will be opened, and eligibility of each Bidder will be ascertained. Technical Bids of only those Bidders shall be opened who are found to be eligible as per the criteria laid down in para 2.1.1/2.3.4 Part-I. In doubtful cases (where further documents or clarification are required to establish eligibility), the Purchaser in its discretion, may decide to open Technical Bid. However, such Bids can be rejected subsequently, if it is found that the Bidder has claimed eligibility on false grounds.

2.5.1.4. The Technical Bids of only the Eligible Bidders will be opened.

2.5.2. Scrutiny of Technical Bid:

2.5.2.1. The Technical Evaluation Committee will evaluate the Technical Bid based on documents submitted and based on the criteria given below. The "**Fact Sheets**" submitted by the Bidders shall be compared against the Product Catalogue and authenticated circulars regarding latest changes in the specifications. It will thus be ascertained whether the product offered by the Bidder matches with the minimum requirement of the Purchaser as given in the Technical Specifications in this Tender Document. The purchaser will ask for producing quoted equipment for physical inspection, so as to ascertain the veracity of the Bidder's claim about specifications. The presentation of the product including the educational content which is to be pre-loaded in the Tablet, shall be made available to the Purchaser during the time of scrutiny of the Technical bid by the Technical Evaluation Committee. The Purchaser can also run standard bench-marking tests (if required), at this stage only.

2.5.2.2. Educational Content Evaluation: The proposed preloaded education content (as mentioned in this RFP) should be provided in its entirety by the Bidder in a preloaded form in the Tablets, which should be of the same specification as mentioned in this RFP. Further, the Bidder should also provide the entire educational content in the form of a DVD/suitable media. These will be required for evaluation and approval by the state level special committee. At a later stage, the successful Bidder will have to load the application known as “MeghTube” in the Tablets, once the application is finalized by the state level special committee.

The scrutiny of Technical Bid will start with the evaluation of the entire educational content (as mentioned in this RFP) by the state level special committee. If the educational content is found to be acceptable by this committee, then only those Bids will be considered for the next evaluation stage. In the next stage, the Technical scoring will be carried out as per Technical Evaluation criteria mentioned in Section 2.6 of this RFP.

The Commercial Bids of only those bidders will be opened who score overall 70% and above as per the Technical Evaluation Criteria.

2.6. Technical Evaluation Criteria

Sl. No.	Category	Description	Maximum Marks	Criteria
1	Financial Competence	Financial data of the last three years in the format given in Proforma 'B'. Audited Balance Sheets, Profit & Loss Accounts and Income Tax Clearance Certificate also need to be enclosed.	5	Bidder with Net Profit positive for last 3 financial years will be awarded five (5) marks. Bidder with Net Profit positive for last 2 financial years will be awarded three (3) marks Bidder with Net Profit positive for last 1 financial years will be awarded one (1) marks. Bidder with no positive net Profit in the last three financial years will be awarded zero (0) marks.
2	Sales Turnover	Number and value of Tablets supplied during the last three financial years in the Proforma given in Proforma 'C'	5	Bidder with highest Sales turnover will be awarded five (5) marks. The remaining Bidders will be awarded marks relative to the highest awarded bidder.
3	Past Experience	Certificates regarding satisfactory supply and after sales support from some prominent customers described in Proforma 'C'.	5	One (1) marks for each supporting document, with maximum capped at five marks. This will be based on relevant documents submitted by the Bidder.
4	Manufacturer Certifications	Quality and Standard Certifications obtained by OEM and the product being offered like: <ul style="list-style-type: none"> • ISO 9001 • BIS ISI • CE • FCC • RoHS etc. 	5	One (1) marks for each certification, with maximum capped at five marks. This will be based on relevant documents submitted by the Bidder.

5	Educational Software Developer Certifications	Quality and Standard Certifications obtained by the developer from the Organisation like ISO 9001:2000	5	<ul style="list-style-type: none"> • Three (3) marks for ISO 9001:2000 certification • Two (2) marks for any other certification
6	Educational Content	Detailed e-learning/ educational pre-loaded package features.	45	<p>Marks will be allotted to the bidder on their product description in the technical bid. Breakup of the maximum marks is as mentioned below:</p> <ul style="list-style-type: none"> • Educational content for classes XI & XII - 30 Marks • Entrance examination courseware for examinations like engineering, medical, law e.g. IIT JEE, AIEEE, AIPMT/NEET, CLAT etc. - 15 Marks
7	Product Demo	Detailed product demonstration to tender evaluation committee,.	30	<p>Marks will be allotted to the bidders on their product demo presented to the tender evaluation committee. Breakup of the maximum marks for the presentation is as mentioned below:</p> <ul style="list-style-type: none"> • Product (Tablet) Features – maximum twenty (20) marks. Marking will be based on the evaluation of the Tablet provided by Bidder for the evaluation purpose. Bidder with the best features/ specifications (viz. bigger display, better screen resolution, higher RAM, better processor, higher storage capacity) in the Tablet will be awarded the maximum marks. The remaining bidders will be awarded marks on a relative basis compared to the highest awarded bidder. • Service and Maintenance Support plan – five (5) Marks • Interaction & Presentation – five (5) Marks
8		Total	100	

2.6.1. Opening of Commercial Bids

The scrutiny of Technical Bid will start with the evaluation of the entire educational content (as mentioned in this RFP) by the state level special committee. If the educational content is found to be acceptable by this committee, then only those Bids will be considered for the next evaluation stage.

In the next stage, the Technical scoring will be carried out as per Technical Evaluation criteria mentioned in Section 2.6 of this RFP.

The Commercial Bids of only those bidders will be opened who score overall 70% and above as per the Technical Evaluation Criteria.

All bidders are required to submit their Commercial Bid as per **Schedule I**. The Purchaser reserves the right to accept any bid and to reject any or all bids. The contract will be awarded to the lowest evaluated responsive bidder under Quality and Cost Based Selection (QCBS) method as mentioned in this RFP.

2.6.2. Evaluation and Comparison of Commercial Bids :

The comparison of Commercial Bids shall be done as follows :

2.6.2.1 Bid Comparison: After evaluating the Technical Proposals, purchaser would notify the bidders whose bids were considered acceptable indicating the date, time and venue for opening of commercial Bids.

2.6.2.2 Final score for an applicant would be weighted average of technical and financial bids, where the technical and financial proposals will be assigned a weightage of 70 and 30 percent respectively. Further, on the Technical proposal 60 % weightage shall be accorded to overall technical score (Sr number **8 of Section 2.6** technical Evaluation Criteria referred to as 'Total' in this bid document) and 40 percent to the score achieved in the Educational content (Sr number 6 of 2.6 Technical Evaluation Criteria referred to as 'Educational Content' in this bid document). The scoring system of this 'Quality-cum-cost-Based selection' to be used for obtaining final scores is illustrated below:

Technical Proposal				Financial Proposal		Combined Score		
Technical Specification		Educational Content						
Say Total Score is	Weighted Score = (Score/Max. Score)*100	Say Content Score is	Weighted Score = (Score/Max. Score)*100	Say Total bid amount is (cr)	Weighted Score = (Minimum Amount/ Amount)* 100	Technical	Financial	Total
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
						$=((B)*0.60 + (D)*0.40)*0.70$	$=(F)*0.30$	$=(G)+(H)$
70.00	77.78	25.00	71.43	6.00	100.00	52.67	30.00	82.67
80.00	88.89	30.00	85.71	7.00	85.71	61.33	25.71	87.05
90.00	100.00	35.00	100.00	8.00	75.00	70.00	22.50	92.50

Note 1 :

The Bidders shall not quote prices subject to certain conditions. Bids containing any conditional prices may be rejected or the Purchaser may take a final decision in its discretion about such conditionalities.

Note 2 :

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

2.7. NEGOTIATIONS:

2.7.1. MITS may finalise the Tender & award the Contract without any negotiations, if it is satisfied with reasonableness & workability of the offers.

2.8. AWARD OF CONTRACT

Post Qualification

2.8.1. i) The bidder with the highest Final Score shall be awarded the contract

ii) If the final scores of two or more bidders are tied, the bidder securing the highest technical score will be adjudicated as the Best value Bidder and awarded the contract.

2.9 Purchaser's right to vary Quantities:

2.9.1 The Purchaser reserves the right to increase or decrease quantities. Such a variation will normally not be more than (+/-) 10%. The quantities can be altered without any change in the unit price or other terms and conditions. The Purchaser may even vary the breakup of overall quantities of an item in view of techno-commercial reasons. The variation in the quantity of award shall be notified at the time of placing the order.

2.9.2 Purchaser's Right to Accept any Bid and to Reject any or all Bids:

Notwithstanding anything else contained to contrary in this Tender Document, the Purchaser reserves the right to accept or reject any Bid or to annul the bidding process fully or partially or modifying the same and to reject all Bids at any time prior to the award of Contract, without incurring any liabilities in this regard.

2.9.3 Notification of Award: Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder in writing by speed post or Fax or email that its Bid has been accepted.

2.9.4 Upon the successful Bidders' furnishing of performance security, the purchaser will promptly notify each unsuccessful Bidder and will refund their Bid Security.

2.9.5 Signing of Contract: After the Purchaser notifies the successful Bidder(s) that its 'Bid' has been accepted, the Purchaser will sign an agreement (described as Contract hereinafter) with the successful Bidder on mutually agreed terms for efficacious implementation of the order.

2.9.6 The Purchaser's liability of taking the Tablet PCs from the selected supplier(s) shall commence only from date of signing of the Contract.

SECTION 3
GENERAL CONDITIONS
OF
TENDER & CONTRACT

3. SECTION-3: GENERAL CONDITIONS OF THE TENDER & CONTRACT

3.1. Definitions:

In this part, the following interpretation of terms shall be taken:

- 3.1.1.** "The Contract" means an Agreement regarding supply of the Tablet PCs & provision of services entered into between the IT&C Department and the Supplier, as recorded in the Contract Form signed by the parties, including all appendices thereto and all documents incorporated by reference therein.
- 3.1.2.** The "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- 3.1.3.** The "Tablet PCs" means all the equipment and/or other material, which the Supplier is required to supply to the Purchaser under the Contract.
- 3.1.4.** "Services" mean services ancillary to the supply of the Tablet PCs, such as transportation and insurance, and any other incidental services, such as installation, commissioning, training, maintenance and other such obligations of the Supplier covered under the Contract.
- 3.1.5.** The "Purchaser" means the Meghalaya Information Technology Society (MITS), IT&C Department, Government of Meghalaya or any other line department notified by it.
- 3.1.6.** The "Supplier", means successful bidder selected and awarded the Contract for supplying the Tablet PCs and services.

3.2. Application:

These General Conditions shall apply to the extent that these are not superseded specific by provisions in other parts of this tender document. A detailed Contract agreement shall be signed between the Purchaser and successful bidder. Detailed provisions of such a contract-agreement shall have an over-riding effect vis-a-vis this Tender Document.

3.3. Standards:

The Tablet PCs supplied under the Contract shall conform to the standards mentioned in the Technical Specifications and the latest improvements incorporated after the finalisation of Contract, but before the dispatch of the Tablet PCs.

3.4. Indemnity to Patent Rights and Intellectual Property Rights (IPR) of the Tablet PCs:

3.4.1. The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Tablet PCs or any part thereof in India.

3.5. Performance Security for delivery/ installation and maintenance during warranty period.

3.5.1. Within 7 days of 'Notification of Award of the Contract', the Supplier shall furnish Performance Security to the Purchaser @ 10% of the order value valid for two years from the date of final acceptance of all Tablet PCs and services by the Purchaser to safeguard the Purchaser against timely delivery of ordered equipments.

3.5.2. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the Contract. The Purchaser may claim such compensation in addition to initiating any other legal proceedings.

3.5.3. The Performance Security shall be given in through an irrevocable and unconditional Bank Guarantee in favour of the Purchaser issued by a Nationalised/Scheduled bank in a format given by the Purchaser. This Bank Guarantee should be valid till 6 months after the expiry of the Contract period, to cover the risk of the Purchaser.

3.6. Inspections and Tests:

3.6.1. After the Contract is signed between Purchaser and successful bidder, and before the despatch of the Tablet PCs, the Purchaser or its representative shall have the right (if it so desires) to test the Tablet PCs to ascertain their conformity to the specifications. The Purchaser shall notify to the Supplier in

writing of the identity of the representatives deputed for this purpose & nature of tests that may be conducted (if found necessary) for bench-marking.

3.6.2. The inspections and tests may be conducted in the factory premises of the Supplier, or at the destination(s). All reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspecting officers at no charge to the Purchaser. The date and time of any such inspections will be mutually decided.

3.6.3. Should any inspected or tested Tablet PCs fail to conform to the Specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Tablet PCs or make all alterations necessary to meet specification requirements to the Purchaser.

3.6.4. If the Purchaser decides to conduct the inspection at supplier's premises as per clause 3.6.1 to 3.6.3, no material being furnished against this specification shall be dispatched until inspected and approved by the Purchaser/ or its representative. Such inspection and approval will not relieve the Supplier of full responsibility for furnishing equipment conforming to the specifications nor will it prejudice any claim, right or privilege which the Purchaser may have on account of any loss sustained by it due to defective or unsatisfactory equipment supplied by the Supplier. Should the inspection be waived off by the Purchaser, such waiver shall not relieve the Supplier in any way from his contractual obligations.

3.7. Packing Delivery & Documentation:

3.7.1 The Supplier shall provide such packing as is required to prevent damage or deterioration of the Tablet PCs during transit to their final destinations as indicated in the Purchase Order. The packing shall be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage. The Supplier shall be responsible for any defect in packing.

3.7.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as will be specifically provided for in the contract.

3.7.3 Delivery of the Tablet PCs and associated documentation will be done in such

manner as may be prescribed by the Purchaser in the Contract.

3.7.4 All deliveries of contracted items will be in designated District headquarters. Details about the exact numbers and place/officials concerned will form part of the Purchase Order contract.

3.7.5 Each Tablet PC should carry a sticker with complete information about the location and contact information of warranty/ after sales service centre.

3.7.6 Each Tablet PC should have the “MTAB” logo both at the back cover as well as on the Tablet PC box. The logo should be as specified by the Purchaser.

3.7.7 Battery of each Tablet PC should be pre-charged in the factory before despatch.

3.8. Insurance

3.8.1 The Tablet PCs supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, till distribution to the intended recipients.

3.8.2 The Supplier will indemnify the Purchaser from all responsibility of compensation etc. caused by third party injury including death while discharging its duties under the Contract.

3.9. Transportation:

3.9.1 The entire cost of carriage/transportation from the place of dispatch to the destinations shall be borne by the Supplier.

3.9.2 Where the Supplier is required to effect delivery to some other address within Meghalaya, the Supplier shall be required to meet all transport and storage expenses until delivery is completed.

3.10. Literature and Instruction:

3.10.1 Sufficient number of copies of illustrated literature and instruction books regarding the handling, maintenance and use of the Tablet PCs at each delivery location shall be supplied by the Supplier as part of the Contract price before dispatch of the first assignment.

3.11. Payment:

3.11.1 Payment shall be made in two instalments.

3.11.2 **First Instalment:** The Bidders should quote their rates in Schedule-I. First Instalment of 70% of the Contract amount shall be paid after receipt of all duly acknowledged delivery challans / invoices, as required by the Purchaser and acceptance inspection, of all the Tablet PCs, at the designated places of delivery.

3.11.3 **Second Instalment:** Remaining 30% amount shall be released to the Supplier after six weeks of complete delivery of the ordered number of Tablet PCs at the designated places of delivery

3.12. **Prices:**

3.12.1 The prices charged by the Supplier for Tablet PCs delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

3.13. **Modification in the Order:**

3.13.1 The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract in anyone or more of the following:

- (a) the specifications of the Tablet PCs
- (b) the method of shipment or packing
- (c) the service to be provided by the Supplier
- (d) quantity of Tablet PCs
- (e) any other change that the Purchaser may deem fit.

3.13.2 If the Supplier is willing to pass on any updated or more recent specifications to the Purchaser at no extra cost, the same may be done by submitting detailed specifications and obtaining approval for the same from the Purchaser.

3.14. **Subcontract:**

3.14.1 The Supplier shall not assign in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

3.14.2 The Supplier shall notify the Purchaser, in advance in writing, of all sub-Contracts awarded under the Contract if not already specified in its bid. Such notification, in its original bid or later (even if with prior approval of Purchaser) shall not relieve the Supplier of any liability or obligations under the Contract.

3.14.3 Subcontracts must comply with the provisions of the clause 3.3.

3.15. Delay and the Supplier's Performance:

3.15.1 Delivery of the Tablet PCs and the performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.

3.15.2 Any unjustifiable delay by the Supplier in the performance of its delivery obligation may render the Supplier liable to any or all the following (i) forfeiture of its performance security, (ii) imposition of liquidated damages @ 2% per week of the unfulfilled order, (iii) termination of the Contract and risk purchase at Supplier's risk, (iv) initiation of any legal proceedings.

3.15.3 The Supplier shall strictly adhere to the time-schedule for the performance of Contract. However, the Purchaser may relax this time limit in force majeure conditions.

3.16. Termination for Default:

3.16.1 The Purchaser may without prejudice to any other remedy for breach of contract, (including forfeiture of Performance Security) by written notice of default sent to the supplier, terminate the Contract in whole or in part after sending a notice to the Supplier in this regard:

(a) if the Supplier fails to deliver any or all of the Tablet PCs within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to clause 3.15.3, or

(b) if the Supplier fails to perform any other obligation under the Contract.

3.16.2 In the event the Purchaser terminates the Contract in whole or in part, it may procure, upon such terms in such manner, as it deems appropriate, Tablet PCs similar to those undelivered, and the Supplier shall be liable to pay excess cost of such similar Tablet PCs to the Purchaser. This liability will be in addition to forfeiture of performance guarantee and any other legal proceedings, which the Purchaser may initiate as per Para 3.15.2.

3.17. Force Majeure:

3.17.1 Notwithstanding the provisions of the clauses 3.15 and 3.16, the Supplier shall not be liable for forfeiture of its performance security or termination for default,

or payment of any damages, if and to the extent that its delay in performance under the Contract is as a result of an event of Force Majeure.

3.17.2 For purpose of this clause, Force Majeure means an event beyond the reasonable control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, war, revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3.17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract, as far as reasonably practical, and shall seek all reasonable alternative means for performance, not prevented by the *Force Majeure* event.

3.18. Taxes and Duties:

3.18.1 The Supplier shall be entirely responsible for payment of all taxes, duties and levies, imposed up to/until the delivery point specified in the Contract. If there is a reduction in any of the statutory duties and levies before the despatch of Tablet PCs, the benefit of the same will be passed on to the Purchaser. No F-forms or C-forms shall be issued by the Purchaser.

SECTION - 4

TECHNICAL SPECIFICATIONS

&

MAINTENANCE CONDITIONS

4. SECTION-4: TECHNICAL SPECIFICATIONS AND MAINTENANCE CONDITIONS

4.1. SCOPE OF THE TENDER:

The successful Bidder shall provide the following services:

(i) Manufacture/Import .

The Bidder can manufacture the Tablet PCs in India or import the same (in full or in parts) from any part of the world.

(ii) Testing

Testing/ Bench Marking as per requirement of the Purchaser and in such manner and for such size of sample as may be prescribed subsequently may be carried out as a part of the Contract.

(iii) Supply

The Tablet PCs need to be supplied F.O.R. as per the list of destinations to be provided at the time of signing the Contract or purchase order. The destinations may be the District Heqd-quarters (DHQ) or the Sub-Divisional head-quarters (SDHQ) of Meghalaya.

(iv) Distribution of Tablet PCs.

The successful bidder in respect of Tablet PCs will arrange delivery and preparation for distribution to the intended recipients at all locations as specified by the Purchaser.

(v) After sales service

The Supplier shall open one **service centre in each of the 11 District Headquarters of Meghalaya exclusively for the maintenance** of Tablet PCs under this tender. Similarly, the Supplier of Tablet PCs **shall keep at least 2% equipments as spare**, to provide immediate replacement, with the service centre during the warranty period. It will be desirable that minor functional problems of these equipments are taken care of by the service centre only. In case of major & specific problems, respective vendors will have to rectify the defect within the time-limit as prescribed in para 4.2.2 below.

4.2 AFTER SALES SERVICES:

4.2.1 Comprehensive Warranty:-

The Supplier shall provide comprehensive warranty (including labour and spares) for 12 calendar months. **The warranty shall cover the system software, labour and** all the hardware parts including free of cost up-dation or up-gradation of the Operating System,

content, and other applications. An undertaking to this effect shall be given by the Bidder in the Fact Sheets.

4.2.2 **Service Centres:**

The finally selected bidder will be required to provide Service Centre facilities as under:-

- (a) One State level Service centre at Shillong.
- (b) One local service centre in each district of the state.

These Service Centres shall be as per Clause 4.1(v) and manned by qualified Engineers and one call coordinator. These Service Centres should be equipped, with sufficient inventory of spares as per ABC Analysis. The Supplier should provide prompt after sales support and shall attend to any complaint not later than 24 hours. The minor and major defects shall be rectified not later than 36 hours and 60 hours respectively. If defect is not rectified within the time stipulated as above, penalty @ 5% of unit Tablet PC's cost per week will be imposed, during the warranty period. Reports of all after sales service activities shall be forwarded to the Purchaser on quarterly bases on a mutually agreed Proforma for working out penalties etc, if any. This penalty clause will be enforced through the Performance Security provided by the Supplier in the form of Bank Guarantee to the Purchaser.

4.2.3 **Inventory of Spares:**

An ABC analysis of inventory of spares shall be done by the Purchaser in consultation with the Supplier to ensure that all critical spares/ components apart from the 2% inventory of new equipments for replacement purposes (if equipment are beyond repair within 60 hours) are available with the Service Centres in sufficient quantity.

4.2.4 **Mechanism for Information & Monitoring:**

The Supplier is required to have a Website which can log complaints from students, schools, MITs related to Tablet PCs. This Website also needs to track all complaints that are logged in all the Service Centres, details of complaint date, issue, resolution time, current status, costs if applicable, etc. A login needs to be created for MITs for viewing of these complaints by students placed on the website and at the service centres. Details of this website should be printed in the box and the user along with the Tablet PC.

4.3 **TECHNICAL SPECIFICATIONS & QUANTITIES:**

4.3.1 **The technical specifications and the required quantities have been given in Annexure-I.** These specifications should be carefully studied by the Bidder, so that the product could be technically evaluated as per the Purchaser's requirement.

4.3.2 Technical specification for Pre Loaded Educational Software:

1. The content should work on Windows 10 operating system and the Supplier should have an application to deliver the same.
2. The software should be capable of organising and allowing customisable access to MBOSE e-Books.
3. In case of e-books, the course material should be most user-friendly and in Portable Document Format (PDF) or any other compatible format.
4. The content should also be audio visual and interactive. All the concepts must be explained with visuals, text, and voice-over simultaneously. Only e-books shall not be accepted.
5. Video shoot of live classrooms is not acceptable.
6. The content should be in English medium only, except for Modern Indian Language (MIL) subjects of MBOSE.
7. Each chapter should have at least one interactive activity including an objective type test paper. It should run on a test engine which should give detailed performance reports and analysis for topic wise performance, time management, etc. instantly after the test.
8. There should be a test based on adaptive learning, i.e. each student should get a test based on the previous performance. More questions should be selected from weak topic areas of the student.
9. The Supplier should be able to update the applications and educational contents of the Tablet PCs over Internet. This may be necessitated if there is such requirement like changes in the syllabi.
10. *All the course material and applications should run in the Tablet PC in perpetuity without any expiry dates whatsoever, failing which, the Supplier shall be liable to be penalised including encashment of the performance bank guarantee (PBG) and other legal proceedings.*
11. Internet should not be required to run the content on the Tablet PCs, except for updations of the applications and educational contents.
12. The educational content should be pre-loaded on the internal memory of the Tablet PCs. Further, the Tablet PC should not allow users to delete any educational content and its applications including “MeghTube”.

13. Categorization of MBOSE Course Content by Class -> Stream -> Subject -> Chapter -> Topic (e-Book and audio/ video/ interactive content etc.)
14. Categorization of Question Bank for last 5 years of MBOSE Class-XI and XII by Class -> Stream -> Subject.
15. The course material should be of quality good enough to work properly on projector screen of size 6 ft x 4 ft and above.
16. Size of the software app and educational content should be within 15 GB with at least 14 GB of relevant offline educational audio video interactive content.
17. The Tablet PC should be preloaded with MBOSE content for classes XI & XII and Question Bank for last 5 years of MBOSE Class-XI and XII.
18. The Tablet PC should be preloaded with IIT JEE Content and NEET/ Pre-medical content, with specifications as mentioned in this RFP.
19. The Supplier shall provide one year software maintenance free of cost for the educational software from the date of delivery of the Tablet PCs. The software maintenance would be limited to fixing of any bugs/ issues found in the educational software provided under this RFP.
20. Development activities and important schemes happening in the state will be provided by the Purchaser to the Supplier in the form of a special application called “MeghTube”, which should be loaded in the Tablet PCs by Supplier.

4.3.3 Technical specifications for Class XI-XII learning content

Learning content for class XI & XII board examinations offered by the participating companies need to meet the specifications as mentioned below:

1. The content should be strictly mapped to syllabus prescribed by NCERT & MBOSE for XI & XII.
2. The content should have audio files, text files and animation files working in synchronization.
3. The content should be available for class XI & XII Arts, Commerce and Science streams of the current NCERT and MBOSE syllabus.

4.3.4 Technical specifications for IIT JEE content (Main and Advanced)

Learning content for class IIT JEE offered by the participating companies need to meet the specifications as mentioned below:

1. The content should consist of Digital formats.
2. Each digital format files should not be more than 2 MB per hour in file size.
3. Video shoot of live classrooms is not acceptable.
4. The content should be available in English Medium for: Mathematics, Physics and Chemistry.
5. Each chapter should have all the concepts explained in detail with solved illustrations.
6. There should be at least 40000 unsolved questions for practice and solutions should be provided as and where needed.
7. IIT JEE content must have been developed by a recognized and experienced training institute. Content must be developed by at least 10 year experienced faculty.
8. It should have Multiple Choice Questions (MCQs) of at least 6 Mock test and at least previous 10 years' question paper. Once appeared for test, it should provide result with right answer & solution.
9. All results of tests including Topic test, Mock test & Previous year question papers should be saved and analysis of the same should be available in the app itself for future planning.
10. The content should cover the syllabus prescribed by organizers of JEE.
11. The applications provided by the company should be able to be updated over internet. The company should also be able to update content over internet if syllabus changes.

4.3.5 Technical specifications for NEET/ Pre-medical content

Learning content for NEET/ Pre-medical examinations offered by the participating companies need to meet the specifications as mentioned below:

1. The content should consist of Digital Formats, Books and Question Banks.
2. Each digital format files should not be more than 2 MB per hour in file size.
3. Video shoot of live classrooms is not acceptable.
4. The content should be available in English Medium for: Biology, Physics and Chemistry.
5. Each chapter should have all the concepts explained in detail with solved illustrations.

6. There should be at least 40000 unsolved questions for practice and solutions should be provided as and where needed.
7. NEET/Pre-medical content must have been developed by a recognized and experienced training institute. Content must be developed by at least 10 year experienced faculty.
8. It should have Multiple Choice Questions (MCQs) of at least 6 Mock test and at least previous 10 years' question paper. Once appeared for test, it should provide result with right answer & solution.
9. All results of tests including Topic test, Mock test & Previous year question papers should be saved and analysis of the same should be available in the app itself for future planning.
10. The applications provided by the company should be able to be updated over internet. The company should also be able to update content over internet if syllabus changes.

4.4. FACT SHEETS:

- i) Fact Sheets as per **SCHEDULE-II** are to be filled in by the Bidders as part of the Bid. These Fact Sheets should be complete in all respects and should be free from errors and omissions. All required parameters must be replied to in affirmative/ negative (Yes/No). **In case of any difference between fact sheets and the specifications given in Annexure - 1, the latter shall prevail.**
- ii) The Bidder shall also provide along with the Bid all brochures and authenticated bulletins carrying latest changes covering the technical aspects of each item appearing in schedule of requirement intended to be supplied by the Bidder. For the purpose of establishing latest changes, print-outs downloaded from Internet (duly authenticated) may be accepted

5. Acceptance Testing after Notification of Award:

- i. The Purchaser may conduct benchmarking & acceptance test, which could involve operation of complete system for at least two consecutive days. The Supplier(s) will provide full assistance in this regard. Partial delivery/

installation/ testing of hardware/ system software will not be permissible for acceptance/ payment. The criteria for benchmarking/ acceptance will be conveyed separately.

PROFORMA – A

(Declaration by the O.E.M)

To

Date :

**Member Secretary,
MIT, IT&C Department,
Government of Meghalaya.**

Subject : *Authorisation to a distributor for tender No.*

Dear Sir,

M/S _____(Bidder), who is our reliable distributor for the last _____years, is hereby authorised to quote on our behalf for this prestigious tender. M/S

_____(Bidder)is likely to continue as our business partner during years to come. We undertake the following regarding the supply of Tablet PCs /peripherals etc.

1. The Tablet PCs equipment supplied in this tender shall be manufactured by us as per the specifications required by the Purchaser. M/S _____(Bidder) shall not be allowed to do any hardware integration on our equipment.
2. It will be ensured that in the event of being awarded the contract the equipment will be delivered by M/s _____(Bidder) & maintained by M/S _____(ASP) properly as per the conditions of the contract. For this purpose, we shall provide M/S _____ necessary technical support including technical updates, & spares to the ASP. If M/S _____ fails to maintain the equipments for any reason what-so-ever, we shall make alternative arrangements for proper maintenance of these equipments during the warranty period. During the period of 1 years' warranty, we shall provide full support back up to the Bidder/ASP. On the whole, it shall be ensured that the clauses regarding service and maintenance of equipment do not get diluted in implementation due to non-availability of spares and lack of technical inputs from our side even during AMC period.
3. If due to any reason whatsoever, the tie up between our Company & M/S _____(Bidder) or M/s _____(ASP) breaks down subsequently, we shall make necessary alternatives arrangements for honouring the terms of the contract.

Yours truly,

Name : _____
Designation : _____
Company : _____

PROFORMA - B

I. Financial Parameters

1. Net worth as on 31-03-15 and 31-03-16 certified by Chartered Accountant
2. (PBT) Profit before taxes for the last three financial years (2013-14, 2014-15, 2015-16) certified by Chartered Accountant
3. (PAT) Profit after taxes for the last three financial years (2013-14, 2014-15, 2015-16) certified by Chartered Accountant
4. Turn-over during the last 3 financial years (2013-14, 2014-15, 2015-16) certified by Chartered Accountant
5. Latest Income Tax clearance Certificate from competent authority

II. Installation Base and Regional Spread

III. Customer Support and Service.

(i) Number of engineers and their qualification

Qualification	Numbers in Shillong & Guwahati	Average experience (in years)	Special Attributes *
B.Tech and above			
Diploma Holders			
Others			

(ii) Inventory of critical components maintained at _____

*Give special attributes such as Microsoft Certified etc.

PROFORMA - C

DETAILS OF EQUIPMENTS BASE OF THE O.E.M IN INDIA

Name of the OEM:.....

S.No.	Organisation(\$)	Number of Tablet PCs / Touch pads supplied	Value	Purchase Order (PO) number and Date*	Current Status**
1.					
2.					
3.					
4.					

\$ Give telephone/ fax no. and address of the contact persons. This organization should not be a re-seller or trader of the equipment.

* Copies of the PO should be enclosed with Bid documents.

**Give latest position regarding installation and arrangement for after sales support along with certificates from customers.

PROFORMA - D

DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS
CONTAINED IN THE TENDER DOCUMENT

To,

**Member Secretary,
MIT, IT&C Department,
Government of Meghalaya.**

Sir,

I have carefully gone through the Terms & Conditions contained in the / Document [No _____-] regarding procurement of Tablet PCs/Touch Pad for the Government of Meghalaya by IT&C Department. I declare that all the provisions of this Tender Document contained in Section-1 to Section-5 are acceptable to my Company. I further certify that I am an authorised signatory of my company and am, therefore, competent to make this declaration.

Yours truly,

(Signature)

Name: _____

Designation: _____

Company: _____

Address: _____

PROFORMA - E

DECLARATION REGARDING PAST PERFORMANCE

To,

**Member Secretary,
MITS, IT&C Department,
Government of Meghalaya.**

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____-] regarding procurement of Tablet PCs/Touch Pads for the Government of Meghalaya by IT&C DEPARTMENT. I hereby declare that my company has not been debarred/black-listed by any Government / Semi-Government organizations for quality/ service products nor is there any pending dispute regarding short shipment/ installation/service. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

(Signature)

Name: _____

Designation: _____

Company: _____

Address: _____

PROFORMA - F

DECLARATION BY EDUCATIONAL CONTENT PROVIDER

To,

**Member Secretary,
MITS, IT&C Department,
Government of Meghalaya.**

Subject: Authorisation to Bidder for Tender/RFP no. _____

Sir,

M/s _____(Bidder), who is our reliable distributor, is hereby authorised to quote on our behalf in this prestigious tender. M/s _____(Bidder), is likely to continue as our business partner in the years to come. We undertake the following regarding providing of our educational content:

1. The educational content is developed by us as per specifications mentioned the RFP under reference.
2. It will be ensured that in the event of being awarded the contract, the educational content will be provided by us, and we guarantee to integrate the hardware and the software with due consultation with the successful OEM.

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours truly,

(Signature)

Name: _____

Designation: _____

Company: _____

Address: _____

SCHEDULE - I

PRICE SCHEDULE/ Bill of Quantity (BoQ)

(to be completed by bidder)

SI.NO	BRIEF DESCRIPTION OF THE ITEM	Qty.	Base Rate/ Unit Rate	Applicable Taxes per Unit	Total Amount without Tax	Total Amount with Tax (Including one year warranty)
1	TABLET PC as specified in Section-5 Annexure-I of this RFP	25000				
2	Educational Content as specified in Section- 4.3 of this RFP	25000				

Date: _____ **Signature** : _____
Place: _____ **Name** : _____
Designation : _____
Seal : _____

SCHEDULE-II

FACT SHEET

TABLET PC

(The Bidder should comply to all the Minimum Specifications in the fact sheet below to qualify in the Technical Evaluation round)

Sl. No.	Description	Minimum Specifications	Offered/Make/Model - Complied (YES/NO)
1	Operating system (OS)	Microsoft Windows 10 Mobile or higher with Anti-Virus Windows Defender and Personal Firewall	
2	Display size	7" or higher	
3	RAM	1GB or higher	
4	Graphics	In-built Graphics should support 2D and 3D	
5	Connectivity	Bluetooth - Version 4.0 or higher	
		WIFI — IEEE 802.11b/g/n	
		USB - Micro USB 2.0 or higher	
		4G, 3G and 2G supported through dongle	
6	Display resolution	1024x600 or higher	
7	HD Video	Minimum 1080p	
8	Front camera	VGA or higher	
9	Rear camera	Minimum 2MP	
10	Storage Capacity	32GB internal storage or higher	
		Expandable to minimum 64 GB through Memory SD Card in SD Card slot	
11	Audio Support	MP3 and other popular formats	
12	Processor	x86 Quad Core Processor with 1.3Ghz or above with 64 bit support	
13	Memory	2MB Cache or higher	
14	Ports/Buttons (minimum)	<ul style="list-style-type: none"> • 1 x 3.5 mm Headphone jack or higher • 1 x Micro USB 2.0 Port or higher • 1 x HDMI Ver 1.4a Port or higher • 1 x SD card Slot • 1 x Power Button • 1 x Volume +/- button 	

Sl. No.	Description	Minimum Specifications	Offered/Make/Model - Complied (YES/NO)
15	Video Formats	MP4, MOV and other popular formats	
16	Battery	4000mAh Li Polymer battery with Minimum 5 hours working time or higher	
17	AC Power adapter	100-240V, 50-60HZ; Output: 5V, 1.5A	
18	Sensor	G-Sensor	
19	Pre-Loaded Applications	<ul style="list-style-type: none"> Pre-installed Word, Excel & PowerPoint apps and other universal apps 	
20	Accessories (Minimum)	<ul style="list-style-type: none"> Charger USB cable Carry Sleeve with Keyboard (with USB port to connect to Tablet) Earphone User Manual 	<ul style="list-style-type: none">
21	Weight	Less than 400 Gms.	
22	Warranty	1 Year Comprehensive Warranty	
23	Certifications (Minimum)	<ul style="list-style-type: none"> Hardware - BIS, CE, RoHS, ISO 9001 	<ul style="list-style-type: none">
		<ul style="list-style-type: none"> Software - ISO 9001 	<ul style="list-style-type: none">
24	Performance requirements (Test Reports to be submitted with Technical Bid)	<ul style="list-style-type: none"> WebXPRT 2015 (Score should be 80 and above) TouchXPRT2016 (Score should be 45 and above) 	
		<ul style="list-style-type: none"> Octane 2.0 benchmark (Score should be 5800 and above) 	

EDUCATIONAL CONTENT

1	Pre Loaded Educational Software (Certificate of Quality or approval to be submitted with technical bid)	As mentioned in Section 4.3 of this RFP	<ul style="list-style-type: none">
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SECTION-V

ANNEXURES

5. SECTION-5: ANNEXURES

ANNEXURE-I

Configuration of TABLET PC

Sl. No.	Description	Minimum Specifications
1	Operating system (OS)	Microsoft Windows 10 Mobile or higher with Anti-Virus Windows Defender and Personal Firewall
2	Display size	7" or higher
3	RAM	1GB or higher
4	Graphics	In-built Graphics should support 2D and 3D
5	Connectivity	Bluetooth - Version 4.0 or higher
		WIFI — IEEE 802.11b/g/n
		USB - Micro USB 2.0 or higher
		4G, 3G and 2G supported through dongle
6	Display resolution	1024x600 or higher
7	HD Video	Minimum 1080p
8	Front camera	VGA or higher
9	Rear camera	Minimum 2MP
10	Storage Capacity	32GB internal storage or higher
		Expandable to minimum 64 GB through Memory SD Card in SD Card slot
11	Audio Support	MP3 and other popular formats
12	Processor	x86 Quad Core Processor with 1.3Ghz or above with 64 bit support
13	Memory	2MB Cache or higher
14	Ports/Buttons (minimum)	<ul style="list-style-type: none"> • 1 x 3.5 mm Headphone jack or higher • 1 x Micro USB 2.0 Port or higher • 1 x HDMI Ver 1.4a Port or higher • 1 x SD card Slot • 1 x Power Button • 1 x Volume +/- button
15	Video Formats	MP4, MOV and other popular formats
16	Battery	4000mAh Li Polymer battery with Minimum 5 hours working time or higher
17	AC Power adapter	100-240V, 50-60HZ; Output: 5V, 1.5A
18	Sensor	G-Sensor

Sl. No.	Description	Minimum Specifications
19	Pre-Loaded Applications	<ul style="list-style-type: none"> Pre-installed Word, Excel & PowerPoint apps and other universal apps
20	Accessories (Minimum)	<ul style="list-style-type: none"> Charger USB cable Carry Sleeve with Keyboard (with USB port to connect to Tablet) Earphone User Manual
21	Weight	Less than 400 Gms.
22	Warranty	1 Year Comprehensive Warranty
23	Certifications (Minimum)	<ul style="list-style-type: none"> Hardware - BIS, CE, RoHS, ISO 9001
		<ul style="list-style-type: none"> Software - ISO 9001
24	Performance requirements (Test Reports to be submitted with Technical Bid)	<ul style="list-style-type: none"> WebXPRT 2015 (Score should be 80 and above) TouchXPRT2016 (Score should be 45 and above)
		<ul style="list-style-type: none"> Octane 2.0 benchmark (Score should be 5800 and above)

EDUCATIONAL CONTENT

1	Pre Loaded Educational Software (Certificate of Quality or approval to be submitted with technical bid)	As mentioned in Section 4.3 of this RFP
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ANNEXURE II

**FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE
BANK GUARANTEE FOR EMD**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref. No. _____ Guarantee No. _____ Date _____

To,
Shri. D. P . Wahlang
Commissioner & Secretary and Member Secretary
Meghalaya Information Technology Society,
Shillong, Meghalaya, 793001

Dear
Sir,

In consideration of the _____ (Insert name of the Bidder) submitting the Bid inter alia for **TENDER FOR PROCUREMENT OF TABLET PCs (MTAB)**

during the period _____ {Insert Period}, in response to the RFP issued by **INFORMATION TECHNOLOGY DEPARTMENT, GOVERNMENT OF MEGHALAYA, GROUND FLOOR, NIC BUILDING, SECRETARIAT HILLS, SHILLONG - 793001** vide **Tender No: MITS/4/2015/_____ Dt. _____ 2016** and _____ {Insert Name of the bidder} being a bidder, required to deposit EMD as per the terms of the RFP, the _____ (insert name of bank) hereby agrees unequivocally, irrevocably and unconditionally to pay **Meghalaya Information Technology Society (MITS)** (hereinafter referred to as "**Purchaser**") at Shillong forthwith on demand in writing from **MITS** or any Officer authorized by it in this behalf, any amount upto and not exceeding Rs. 25,00,000/- (Twenty Five lakhs only) , on behalf of M/s _____ (insert name of Bidder).

This guarantee shall be valid and binding on this Bank for a period of 365 days plus 30 days from the date of submission of the bid and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

The Guarantor Bank hereby agrees and acknowledges that the **Purchaser** shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The bank guarantee will be invoked in the account of MITS as under:

Name of Account Holder	Member Secretary, Meghalaya Information Technology Society (MITS)
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Our liability under this Guarantee is restricted to Rs.25, 00, 000/-(Rupees Twenty Five lakhs only) from the date of opening of bids). The Purchaser shall be entitled to invoke this Guarantee until _____ (insert date which is 30 days after 365 days of validity of this Tender).

If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s _____ (Bidder's name) on whose behalf this Guarantee is issued.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the **Purchaser**, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the **Purchaser**.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Bidder or any other person. The Guarantor Bank shall not require the **Purchaser** to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the **Purchaser** in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the **Purchaser** shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by the **Purchaser** or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the **Purchaser** and may be assigned, in whole or in part, (whether absolutely or by way of security) by **Purchaser** to any entity to whom the **Purchaser** is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. 25,00,000/- (Rupees Twenty Five lakhs only), and it shall remain in force for a period of 365 days with an additional claim period of 30 days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the **Purchaser** serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ (Insert name of the
Bank) Banker's Stamp and Full
Address. Dated this _____ day
of ____