

**GOVERNMENT OF MEGHALAYA
MEGHALAYA INFORMATION TECHNOLOGY SOCIETY**

**TENDER DOCUMENT FOR PROCUREMENT OF LCD
PROJECTORS AND PROJECTION SCREENS**

(Tender No:ITR.49/2012/Pt/145 Dated 30.6.2014)

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SECTION-I

INVITATION FOR BIDS

Sealed Bids are invited from Original Equipment Manufacturers (O.E.Ms.), Authorised Dealers/Country Channel Partners in India (in case of imported equipments), for procurement of 250 (+/- 10%), LCD Projection Systems (viz. LCD Projectors with Projection Screens for each), having technical specification as per **Annexure I**. These are intended to be provided to all registered Secondary/ Higher Secondary Schools and Colleges of Meghalaya under the Digital Learning Aid Scheme for Schools, by the State Government.

GIST OF IMPORTANT GENERAL CONDITIONS

- 1) Unless otherwise specified for a part of the order, the entire supply should be completed within 4 weeks from the date of placing the supply order by Meghalaya Information Technology Society (hereinafter referred to as MITS or 'the purchaser)
- 2) Any prospective bidder can procure the Tender Document from the **“MEGHALAYA INFORMATION TECHNOLOGY SOCIETY (MITS), GROUND FLOOR NIC BUILDING, SECRETARIAT HILLS, SHILLONG-1”**. Tender can also be downloaded from website - <http://www.ditmeghalaya.gov.in/>. The tender document will be available on all working days up to 18th Jul 2014 for a fee of Rs 2000/- (by demand draft) in favour of **“Meghalaya Information Technology Society”**. If the tender Document is downloaded from the website, the tender fee will have to be deposited at the time of pre-bid conference if there are any pre-bid queries, OR along with the bid on or before the bid submission date, as a separate bank draft in case there are no pre-bid queries. *No bidder will be allowed to attend the Pre-Bid Conference without depositing the Tender Fee.* MITS shall not be responsible for any kind of postal delay in receiving the tender document.

3) SCHEDULE OF THE TENDER PROCESS:

- **Pre-Bid Meeting will be held on 18 Jul 2014 at 3.00 pm in IT Dept Conference Room.**

Prospective bidders are requested to send their queries latest by 15th Jul 2014 by 5.00pm by email. Queries after the above mentioned time will not be entertained.

- **The response to pre-bid queries will be made available by the 22nd Jul 2014.**
- The bids (all 3 portions) must be delivered in the Meghalaya Information Technology Society, Ground Floor NIC Building, Secretariat Hills, Shillong -1, Meghalaya, **latest by 3 PM on 11 Aug 2014**
- Eligibility Claims shall be opened at **5 PM on 11 Aug 2014** at IT Dept Conference hall in the presence of bidders, who may choose to attend.
- Technical Bids of Eligible Bidders shall be opened at a date & time to be intimated later.
- Date & time for opening of Commercial Bids of technically qualified bidders will be intimated separately.

4) Notwithstanding anything else contained to the contrary in this Tender Document, the Member Secretary, MITS, 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.

SECTION - 2
INSTRUCTIONS
TO
BIDDERS

SECTION - 2

INSTRUCTIONS TO BIDDERS

A- INTRODUCTION

2.1. Eligible Bidders

- (i) A Bidder should be manufacturer or authorised dealers or importer or large scale system integrator of the required items. **It will, however, be preferred that the Original Equipment Manufacturer (O.E.M.) quote directly.**
- (ii) **A Bidder must have supplied similar type (Servers/Desktops /Laptops/ Tablet PC/LCD Projectors/ICT equipments) of adequate number of equipments worth Rs. 7 Crores per annum during the last 3 years.** If the bidder happens to be a System Integrator (SI), he should have a sustained relationship with the O.E.M. in the past. The Bidder (or his OEM) must be able to establish his capability to execute this order by showing satisfactory/ timely delivery, where similar numbers of devices are involved.
- (iii) The annual turnover of the OEMs whose items are sought to be supplied should be **minimum Rupees 100 Crores per annum** for the last 3 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, the Purchaser 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 State of Meghalaya. The Purchaser'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 Purchaser's decision regarding Bidder's eligibility will be final and binding on all the Bidders.
- (vii) A consortium of companies duly backed up by an Agreement, is allow to participate in the bid subjected that the Prime Bidder satisfy all the criteria above of Section 2.1.

2.3 Cost of Bidding:

- 2.3.1 The Bidder shall bear all costs associated with the preparation and submission of bid and MITS, 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.

B- TENDER DOCUMENTS

2.4 Contents of Tender Document:

2.4.1 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.

2.4.2 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.

2.5 Clarification regarding Tender Document:

2.5.1 A prospective Bidder requiring any clarification about the Tender Document may request the Purchaser in writing by E-Mail at the Purchaser's email address indicated in the Invitation for Bids before 5 pm on 15th Jul 2014. **The Purchaser will respond in writing, only after the pre-bid meeting on 18th Jul 2014.** All such clarifications will be put on purchaser's website and shall be binding on all the Bidders.

2.6 Amendment of Bids:

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

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

C - PREPARATION OF BIDS

2.7 Language of Bid & Correspondence:

2.7.1 The Bid will be prepared by the Bidder in English language only. All the documents relating to the Bid (including brochures) supplied by the Bidder should also be in English and the correspondence between the Bidder & Purchaser will be in English Language only. The correspondence by Fax / E-mail must be subsequently confirmed by a duly signed copy.

2.8 Documents comprising of Bid:

The Bidder will prepare the bid in three parts.

I. ELIGIBILITY CLAIM:

In support of his eligibility, a 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 ASP is different from the O.E.M., he will be required to enclose an undertaking (**Performa '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) Audited Statement regarding sale of ICT Equipments/Projectors for last three years.
- (iv) Receipt of Rs.2000/- towards the cost of the tender document.
- (v) Declaration in **Performa 'D'** by an authorised signatory to the effect that all conditions contained in the Tender Document are acceptable to the Bidder.
- (vi) Declaration in **Form '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) Bid Security as per Para 2.10 below.

II. TECHNICAL BID:

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

- (i) Financial data of the last three years in the format given in **Performa 'B'**. Audited

Balance Sheets, Profit & Loss Accounts and Income Tax Clearance Certificate also need to be enclosed.

- (ii) Number and value of LCD Projection Systems etc. supplied during the last three years in the Performa given in **Performa 'C'**.
- (iii) Certificates regarding satisfactory supply and after sales support from some prominent customers described in **Performa 'C'**.
- (iv) Documentary proof for establishing the capability of the Bidder (or his OEM) to execute this order by showing satisfactory/ timely supply and after sale support for these supplied equipments, where similar numbers of LCD Projection Systems are involved in a single order.
- (v) Fact Sheets for the products quoted by the Bidder.
- (vi) Product catalogues revised up to date. If some product upgradation 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) A statement regarding support base in the region.

III. COMMERCIAL BID:

The Commercial Bid shall consist of:

(i) Price Bid in **Schedule I**.

Note : 1. In case there is any discount for purchases for Educational purposes, that may be clearly indicated in the offer.

2. Detailed guidelines for filling in the Commercial Bid have been given in Schedule -I read in conjunction with relevant paras of this Document.

2.9 Bid Currencies:

2.9.1 Prices shall be quoted in Indian Rupees.

2.9.2 The contract price shall be paid in Indian Rupees.

2.10 Bid Security (EMD) :

2.10.1 **The Bidder shall furnish Bid security or EMD, as part of his bid as mentioned hereunder. Any bid, submitted without bid security or with the lesser amount, as indicated below may be rejected being non-responsive.**

Sr. No.	Equipment types	Bid security (EMD) amount in rupees.
1.	LCD Projectors with Screen	Rs. 10,00,000/-

2.10.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct which may require forfeiture of security pursuant to Para 2.10.8.

2.10.3. The Bid Security shall be in the form of bank draft or Bank Guarantee from any Nationalised or Scheduled bank, in favour of **“Meghalaya Information Technology Society”** payable at Shillong.

2.10.4 Any Bid not secured in accordance with EMD will be rejected by the Purchaser.

2.10.5 Unsuccessful Bidders' Bid Security will be refunded as promptly as possible.

2.10.6 The successful Bidder's bid-security will be discharged upon the Bidders executing the contract and furnishing the performance security in accordance with Para 3.5.1(a).

2.10.7 No interest will be payable by the Purchaser on the above mentioned Bid Security.

2.10.8 The Bid Security may be forfeited:

1. If a bidder withdraws its bid during the period of bid validity specified by the Bidder and required by the Purchaser.
2. 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 and shall not be called upon questioning under any circumstances.
3. In the case of a successful Bidder, if the Bidder fails,
 - (i) to sign the contract, and
 - (ii) to furnish Performance Security.
 - (iii) Violates any of the important conditions of this tender document or indulges in any such activity as would jeopardise the interest of the Purchaser. The decision of the Purchaser regarding forfeiture of the Bid Security shall be final and shall not be called upon question under any circumstances.

2.11 Period of validity of Bids:

2.11.1 For the purpose of placing the order, the Bids shall **remain valid for at least 180 days after the date of bid opening**. A bid valid for a shorter period may be rejected by the Purchaser 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 LCD Projection Systems, such a reduction shall be passed on to the Purchaser after mutual negotiations.

2.11.2 In exceptional circumstances, the Purchaser may ask for extension of the period of validity and such a request shall be binding on the Bidder. The Purchaser'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.

2.12 Format and Signing of Bid:

2.12.1 The Bidder shall prepare 3 copies of the Bid, clearly marking "**Original Bid**" on one copy and "**Copy of Bid**" on the remaining 2 copies. In the event of any

discrepancy among various copies, the Original Bid shall prevail. Bids shall be packed and sealed as per procedure given in Para 2.13 below.

2.12.2 The original and all copies of the 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.

2.12.3 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.

D-SUBMISSION OF BIDS

2.13 Sealing and Marking of Bids:

2.13.1 The Bidder shall seal & mark various parts of the Bid as follows:

- (a) **Eligibility Claim** as per Para 2.8 (I) in three copies (one original + 2 copies). All three copies shall be sealed in a covering envelop super scribed with words "Eligibility Claim for LCD Projection Systems".
- (b) **Technical Bid** as per Para 2.8 (II) in three copies (one original + 2 copies). All three copies shall be sealed in a covering envelop super scribed with words "Technical Bid for LCD Projection Systems".
- (c) **Commercial Bid** as per para 2.8 (III) in three copies (one original + 2 copies). All three copies shall be sealed in a covering envelop super scribed with words "Commercial Bid for LCD Projection Systems".
- (d) The Eligibility Claim, Technical Bid and Commercial Bid envelopes, as mentioned above, need to be sealed in a covering envelop super scribed with words "Bid for LCD Projection Systems" **"DO NOT OPEN BEFORE 5 pm on 11th Aug 2014"**.

2.13.2 Every envelop and forwarding letter of various parts of the Bid shall be addressed as follows:

**MEMBER SECRETARY,
MEGHALAYA INFORMATION TECHNOLOGY SOCIETY,
GROUND FLOOR, NIC BUILDING,
SECRETARIAT HILLS, SHILLONG-1, MEGHALAYA.**

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

2.13.4 Bids sent through Telex /Telegrams/ Fax/ Email shall not be acceptable.

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

2.13.6 A Bidder who packs his Bid in a manner other than what has been described in para 2.13.1. above may face rejection of the Bid.

2.14. Deadline for Submission of Bids:

2.14.1 Bids will be received by the Purchaser at the specified address not later than 3 PM on 11th Aug 2014.

2.14.2 The Purchaser may, at its discretion, extend this deadline as per Para 2.6.2. The Purchaser may also extend this deadline for any other administrative reason.

2.14.3 **Bids should not be submitted before 22nd Jul 2014**, so that clarifications, if any, given by the Purchaser can be taken into account in the offer submitted by the Bidder.

2.15. Late Bids:

2.15.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, as per clause 2.14.1 or 2.14.2 will be rejected.

2.16 Modification and withdrawal of Bids:

2.16.1 Modifications of Bids may be allowed by the Purchaser under circumstances mentioned in Para 2.6.1. This option will be available to every Bidder who has submitted his Bid.

2.16.2 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 clause 2.10.8.

BID OPENING AND EVALUATION

2.17. Opening of bids by Purchaser:

- 2.17.1 The Bids shall be opened at **5 PM on 11th Aug 2014** in IT 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.
- 2.17.2 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.
- 2.17.3 In the first instance, envelopes super scribed with the words '**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 2.8 (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.
- 2.17.4 The envelopes containing Technical Bids of only the Eligible Bidders will be opened.

2.17.5. Scrutiny of Technical Bid:

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 may ask for producing quoted equipment for physical inspection, so as to ascertain the veracity of the Bidder's claim about

specifications. The Purchaser can also run standard bench-marking tests (if required), at this stage only.

The commercial Bids of only those bidders will be opened who score 60 and above on Technical Criteria.

Technical Evaluation Criteria

Sl. No.	Category	Description	Maximum Marks	Criteria
1	Technical Specifications	All technical specifications mentioned in Fact Sheet	15	All technical specifications as mentioned in the RFP should be met. All bidders meeting the minimum technical specs will be awarded direct 05 points.
2	Financial Competence	Financial data of the last three years in the format given in Performa 'B' . Audited Balance Sheets, Profit & Loss Accounts and Income Tax Clearance Certificate also need to be enclosed.	10	Net Profit positive for last 3 financial years
3	Sales Turnover	Number and value of LCD Projection Systems etc. supplied during the last two years in the Performa given in Performa 'C'	20	Sales Turnover must be minimum Rs 7 Crores for last two years
4	Past Experience	Certificates regarding satisfactory after sales support from some prominent customers described in Performa 'C' .	15	No of Satisfactory after sales support.
5	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 ▪ CCC ▪ FCC ▪ RoHS etc. 	10	Two marks for each quality and standard certificates submitted. Max marks are 10 for this.

Sl. No.	Category	Description	Maximum Marks	Criteria
6	Product Demo	Detailed product demonstration to tender evaluation committee, highlighting the usage and compatibility of products for projection from Tablet-PCs viz M-Tabs.	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 (LCD Projection Systems) Features – 5 Marks ▪ Demo of compatibility with Tablet-PCs – 12 marks ▪ Project Plan and Supplying Plan – 5 Marks ▪ Service and Maintenance Support – 5 Marks ▪ Interaction – 3 Marks
Total				100

Qualifying Marks for Technical Bids: 60 /100.

2.17.6. Opening of Bid Security:

After various aspects [other than point no. 2.8 (II) (ix) i.e. bid security] are checked and the Bidder is found eligible on the basis of techno-financial parameters, the envelope containing Bid Security shall be opened.

2.17.7. Opening of Commercial Bids:

The Commercial Bids of only those Bidders will be opened who are technically qualified and score 60 marks and above on the technical Evaluation above.

2.18. Evaluation and Comparison of Commercial Bids:

2.18.1 The comparison of Commercial Bids shall be done as follows:

2.18.2 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. All bidders are required to submit their Commercial Bid as per Schedule I.

2.18.3. The lowest Commercial Bid (L1) will be declared as the successful bidder.

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 conditionality's.

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.

2.20. NEGOTIATIONS:

2.20.1 The Purchaser may finalise the Tender & award the Contract without any negotiations, if it is satisfied with reasonableness & workability of the lowest offers. **Therefore, the Bidders are advised to quote lowest possible rates in the**

first instance only.

2.20.2 If the Purchaser does not find the lowest offer acceptable, it may go in for negotiations, which will be done with the lowest bidder only.

2.20.3 Post negotiations a revised offer will be taken from the representative of the Bidder. This revised offer will replace/supersede the earlier Commercial Bid.

Therefore, the Bidders are advised to send sufficiently senior representatives (who can take spot decisions) for negotiations.

2.20.4 During the negotiations on prices & other related terms/conditions, prevalent worldwide street-prices of such product, prices finalised in bids of similar size etc. will be kept in mind. The scope of negotiations may also include precise *modus-operandi* of after-sales service, mode of delivery etc.

2.20.5 After final negotiations, award of contract will be made to the Bidder.

F - AWARD OF CONTRACT

2.21 Post Qualification:

2.21.1 **If for any reasons the L1 bidder fails to sign the contract in the stipulated period then in such an event, the next lowest bidder (L-2) shall be considered and asked to match prices of L1 bidder.**

2.22 Purchaser's right to vary Quantities:

2.22.1 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.

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

2.23.1 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.

2.24 Notification of Award:

2.24.1 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 his Bid has been accepted.

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

2.26 Signing of Contract:

2.26.1 After the Purchaser notifies the successful Bidder(s) that his 'Bid' has been accepted, the Purchaser will sign an agreement (described as Contract herein after with the successful Bidder on mutually agreed terms for efficacious implementation of the order.

2.26.2 The Purchaser's liability of taking the LCD Projection Systems from the selected supplier(s) shall commence only from date of signing of the Contract.

SECTION 3

GENERAL CONDITIONS
OF
TENDER & CONTRACT

SECTION-3

GENERAL CONDITIONS OF THE TENDER & CONTRACT

3.1 Definitions:

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

- (a) "The Purchaser" means the IT Department, Government of Meghalaya" or any other line department notified by it.
- (b) "The Supplier", means short listed Bidder supplying the LCD Projection Systems and services under this Contract.
- (c) "The Contract" means an agreement regarding supply of the LCD Projection Systems & provision of services entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all appendices thereto and all documents incorporated by reference therein.
- (d) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (e) "The LCD Projection System" means all the equipment and/or other material, which the Supplier is required to supply to the Purchaser under the Contract.
- (f) "Services" mean services ancillary to the supply of the LCD Projection System, such as transportation and insurance, and any other incidental services, such as training, maintenance and other such obligations of the Supplier covered under the Contract.

3.2. Application:

3.2.1 These General Conditions shall apply to the extent that these are not superseded specifically by provisions in other parts of this tender document. A detailed Contract agreement shall be signed after the order is placed. Detailed provisions of such a contract-agreement shall have an over-riding effect vis-a-vis this Tender Document.

3.3 Standards:

3.3.1 The LCD Projection Systems supplied under this 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.

3.4 Patent Rights of the LCD Projection Systems:

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 LCD Projection Systems or any part thereof.

3.5 Performance Security:

3.5.1 Performance Security for delivery and After Sales Support during warranty period.

3.5.2 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 LCD Projection Systems and services by the purchaser to safeguard the purchaser against timely delivery of ordered equipments.

3.5.3 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.

3.5.4 The Performance Security shall be given in one of the following forms:

An irrevocable and unconditional Bank Guarantee in favour of the Purchaser issued by a Nationalised/schedule bank in a format given by the Purchaser. This Bank Guarantee should be of a sufficient duration to cover the risk of the Purchaser.

3.6 Inspections and Tests:

- 3.6.1 The Purchaser or its representative shall have the right (if it so desires) to test the LCD Projection Systems to ascertain their conformity to the specifications.
- 3.6.2 The inspections and tests may be conducted in the premises of the Supplier, or the purchaser, or at any other venue that is mutually decided. 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 LCD Projection Systems fail to conform to the Specifications, the Purchaser may reject them and the Supplier shall either replace the rejected LCD Projection Systems 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 his representative. Such inspection and approval will not relieve the Contractor 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 contractor. Should the inspection be waived off by the Purchaser, such waiver shall not relieve the contractor 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 LCD Projection Systems during transit to their final destination at MITS, Shillong. 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 LCD Projection Systems 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 product will be at MITS, Shillong.
- 3.7.5 Each LCD Projection Systems will carry a sticker with complete information about the location and contact information of warranty/ after sales service centre.

3.8 Insurance:

- 3.8.1 The LCD Projection Systems 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 he is discharging his duties under the contract.

3.9 Transportation:

- 3.9.1 The entire cost of carriage/transportation from the port of discharge to the destination shall be borne by the Supplier.
- 3.9.2 Where the Supplier is required to affect 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 installation, handling, maintenance and use of the LCD Projection Systems at each station 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 Schedules I. First Instalment of 75% of the contract amount shall be paid after receipt of duly

acknowledged delivery challan(s) / invoice(s), as required by the Purchaser and acceptance inspection, of all the LCD Projection Systems, at the designated places of delivery.

3.11.4 **Second Instalment:** Remaining 25% amount shall be released to the supplier after six weeks of complete delivery of the ordered number of LCD Projection Systems.

Note: *First instalment shall be released only on production of bill supported by delivery challan by the Supplier. Any bill supported by requisite documents will be processed within 15 days and objections, if any, will be conveyed in one go within this period. If the claim is found in order, the payment will be made within 2 weeks from the date of submission of such bills along with required documents.*

3.12 Prices:

3.12.1 Subject to the provision to Rule 2.11.1, the prices charged by the Supplier for LCD Projection Systems delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in his 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 LCD Projection Systems.
- (b) the method of shipment or packing
- (c) the service to be provided by the Supplier
- (d) quantity of LCD Projection Systems.
- (e) Any other change that the purchaser may deem fit

3.13.2 Prices quoted shall not be subject to any upward revision on any account whatsoever throughout the period of contract. The Purchaser however reserves the right to incorporate downward revisions as applicable and necessary.

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 his bid. Such notification, in his 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 LCD Projection Systems 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 his delivery obligation may render the Supplier liable to any or all the following (i) forfeiture of its performance security, after providing for a 7 days of notice period to Supplier for curing the default. (ii) imposition of liquidated damages @ 2% per week of the unfulfilled order, till maximum incremental charges of 10% (iii) termination of the contract and risk purchase at Supplier's risk, (iv) initiation of any other legal proceedings.

3.15.3 The Supplier will strictly adhere to the time-schedule for the performance of Contract. However, the Purchaser can 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 LCD Projection Systems 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, he may procure, upon such terms in such manner, as it deems appropriate, LCD

Projection Systems similar to those undelivered, and the Supplier shall be liable to pay excess cost of such similar LCD Projection Systems 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 his delay in performance under the Contract is the 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 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 LCD Projection Systems, the benefit of the same will be passed on to the Purchaser.

SECTION - 4

MAINTENANCE CONDITIONS

SECTION-4

TECHNICAL SPECIFICATIONS AND MAINTENANCE CONDITIONS

4.1. SCOPE OF THE TENDER:

The successful Bidder(s) will provide the following services:

(i) Supply and (ii) After Sales Service.

(i) Supply

The LCD Projection Systems need to be supplied F.O.R. at MITS, Shillong.

(ii) After sales service

The Supplier should have **service centres exclusively for the maintenance** of LCD Projection Systems under this tender, as prescribed in para 4.2.2 below. Similarly, the Supplier of LCD Projection Systems **shall keep at least 1% equipments as spare in each service centre**, 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 24 calendar months. **The warranty shall cover the system software, Labour and all the hardware parts including up dation / up gradation (free of cost) of the relevant system software.** 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 a minimum of two Service Centre facilities as under:-

- (a) One Service centre at Shillong.
- (b) One Service centre at Tura.

In addition, the supplier may provide additional service centre location(s), as may be found necessary for seamless service delivery and rectification of issues for the

delivered product, by the supplier.

Each of these Service Centres shall be manned by qualified Engineers/Technicians, with a minimum of one qualified engineer/technician in each of the two minimum service centres as mentioned above. These will be equipped, with sufficient inventory of spares.

The supplier will 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 item cost per week will be imposed. Reports of all after sales service activities shall be forwarded to the Purchaser on quarterly bases on a mutually agreed Performa for working out penalties etc, if any. During the warranty period, this penal clause will be enforced by ensuring that the supplier gives a Performance Security by way of Bank Guarantee to the Purchaser.

4.2.3 **Inventory of Spares:**

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

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.

4.4. **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. **In case of any difference between fact sheets and the specifications**

given in Annexure -1, the latter shall prevail.

- ii) The Bidder shall also supply 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 down loaded from INTERNET (& duly authenticated) may be acceptable.
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/ testing of hardware/ system software will not be permissible for acceptance/ payment. The criteria for benchmarking/ acceptance will be conveyed separately.

SECTION - 5
PROFORMAS
&
SCHEDULES

PERFORMA — A
(Declaration by the O.E.M.)
[Para 2.8(1)(ii)]

To
Member Secretary, Meghalaya Information
Technology Society, Ground Floor, NIC Building,
Secretariat Hills, Shillong

Date :

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

Dear Sir,

Please refer to your Notice Inviting Tenders for procurement of LCD Projection Systems published in the news papers.

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 LCD Projection Systems and peripherals etc.

1. The LCD Projection Systems 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 2 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 very truly,

Name : _____

Designation : _____
Company : _____

PERFORMA - B

[Para 2.8 (II)(i)]

I. Financial Parameters

1. Net worth as on 31-03-13 and 31-03-14 certified by Chartered Accountant
2. (PBT) Profit before taxes for the last three years certified by Chartered Accountant
3. (PAT) Profit after taxes for the last three years certified by Chartered Accountant
4. Income Tax clearance Certificate.
5. Turn-over during the last 3 financial years certified by Chartered Accountant

II. Growth Profile

- (i) Percentage increase in
t/o from 2010-11 to 2011-12
- (ii) Percentage increase in
t/o from 2011-12 to 2012-13
- (iii) Percentage increase in
t/o from 2012-13 to 2013-14

III. Installation Base and Regional Spread

IV. Customer Support and Service.

(i) Number of engineers and their qualification

S.No.	Qualification	Numbers (\$)	Experience		Special Attributes *
1.	B.E / B.Tech and above				
2.	Diploma Holders				
3.	Others				

(ii) Inventory of critical components maintained at _____

- Give special attributes such as Microsoft Certified etc.
- \$ Indicate number of Engineers in Shillong / Tura

PERFORMA - C

[Para 2.8(II)(ii)]

DETAILS OF EQUIPMENTS BASE

S.No.	Organisation(\$)	Number of Servers /PCs/Laptops/Tabl et PCs/Touch pads/ LCD Projection Systems /Peripherals Supplied.	Value	Date of Order	Current Status*
1.					
2.					
3.					
4.					

* Give latest position regarding supply and arrangement for after sales support.

\$ Give telephone/ fax No. and address of the contact persons

Performa - D

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

To,

**Member Secretary, Meghalaya Information
Technology Society, Ground Floor, NIC Building,
Secretariat Hills, Shillong**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No _____-] regarding procurement of LCD Projection Systems for the Government of Meghalaya by Meghalaya Information Technology Society,. 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 very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

FORM - E

DECLARATION REGARDING PAST PERFORMANCE

To,

**Member Secretary, Meghalaya Information
Technology Society, Ground Floor, NIC Building,
Secretariat Hills, Shillong**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No. _____-] regarding procurement of LCD Projection Systems for the Government of Meghalaya by Meghalaya Information Technology Society. 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,

Name: _____

Designation: _____

Company: _____

Address: _____

SCHEDULE - I

PRICE SCHEDULE

[Para 2.8 (III)(i)]

(to be completed by bidder)

MODEL OF THE ITEM	BRIEF DESCRIPTION OF THE ITEM	UNIT PRICE	Qty.	SALES TAX/VAT **	Service Tax (if any)	TOTAL FOR PRICE (INCLUDING ALL TAXES, LEVIES, DUTIES ETC. and two years Comprehensive warranty with Form C/ Form D/ Declaration)*
	LCD Projector with Projector Screen		250			

- Extra amount (in %age) payable in case Form C/ Form D/ Declaration not given :

In case of any discount applicable to Education Institute/students may be clearly indicated.

Date:

Place:

Signature :

Name :

Designation :

Seal :

SCHEDULE- II

FACT SHEET

Technical Specifications: LCD Projection System

General Aspect Ratio	4:3 (Native) 16:9 compatible
Brightness (ANSI Lumens)	2500 ANSI Lumens or above
Contrast Ratio	1000 : 1
Display Type	0.63" Poly silicon TFT LCD x 3 or higher
Resolution (Native)	xGA (1024 x 768)
Video Compatibility	NTSC, PAL, SECAM
Number of colors	16.77 Million Colors.
Connectivity Inputs	<p>Minimum of 1 RGB D- Sub 15 pin (VGA) or 1 Composite or 1 s-video</p> <p>1 HDMI for video/display</p> <p>2 RCA Audio or 1 stereo Mini Jack for audio output</p> <p>Wireless Network Option, IEEE 802.11 b/g/n ready for LAN/ internet connectivity</p>
Outputs	1 x RGB D-Sub 15 pin/ 1 x Stereo Mini Jack.
Control	1 x RS-232C/ 1 x RJ-45 LAN
Operation Power	220V - 240V, 50 Hz
Power Consumption Operational	Upto 320W
Power Consumption Operational (standby)	Upto 1W
Optical Zoom	1.2:1
Screen Specification	Screen: 12 feet x 9 feet (With stand on both sides).
Other Features	Desirable: Wireless Presentation from M-Tabs (Android Tablet).
Warranty	Minimum onsite comprehensive warranty for 2 years. Bulb warranty for 1 year.
Accessories	1 VGA Cable, and 1 HDMI cable (with converter from micro HDMI to standard HDMI). Other standard accessories.

SECTION-V

ANNEXURES

ANNEXURE-I

Configuration of LCD Projection System

LCD PROJECTION SYSTEM Quantity – 250 (+/-10%)

Technical Specifications:-

General Aspect Ratio	4:3 (Native) 16:9 compatible
Brightness (ANSI Lumens)	2500 ANSI Lumens or above
Contrast Ratio	1000 : 1
Display Type	0.63’’ Poly silicon TFT LCD x 3 or higher
Resolution (Native)	xGA (1024 x 768)
Video Compatibility	NTSC, PAL, SECAM
Number of colors	16.77 Million Colors.
Connectivity Inputs	Minimum of 1 RGB D- Sub 15 pin (VGA) or 1 Composite or 1 s-video 1 HDMI for video/display 2 RCA Audio or 1 stereo Mini Jack for audio output Wireless Network Option, IEEE 802.11 b/g/n ready for LAN/ internet connectivity
Outputs	1 x RGB D-Sub 15 pin/ 1 x Stereo Mini Jack.
Control	1 x RS-232C/ 1 x RJ-45 LAN
Operation Power	220V - 240V, 50 Hz
Power Consumption Operational	Upto 320W
Power Consumption Operational (standby)	Upto 1W
Optical Zoom	1.2:1
Screen Specification	Screen: 12 feet x 9 feet (With stand on both sides).
Other Features	Desirable: Wireless Presentation from M-Tabs (Android Tablet).
Warranty	Minimum onsite comprehensive warranty for 2 years. Bulb warranty for 1 year.
Accessories	1 VGA Cable, and 1 HDMI cable (with converter from micro HDMI to standard HDMI). Other standard accessories.