

GOVERNMENT OF ASSAM
CHIEF MINISTER'S SECRETARIAT, LOK SEWA BHAWAN
BLOCK-J, JANATA BHAWAN, DISPUR, GUWAHATI-781006

No.CMS(A)34/2018/531

Dated Dispur, the 19th August, 2024

NOTICE INVITING BID
(Proprietary Article Certificate)

Sealed bids are invited on behalf of Chief Minister's Secretariat, Janata Bhawan, Dispur from the intending authorized partners/ dealers for supply Microsoft Surface Pro Tablet PC etc. The estimated amount is INR 1,87,980/-. An amount of INR 6,000/- is to be submitted as EMD/Bid Security. The Tender Documents can be seen/obtained from <https://www.assam.gov.in> and <https://sppp.assam.gov.in> from 20:08:2024 (10:00 hours)

- The last date of submission of tender document is 09:09:2024
- The bid will be opened on 10:09:2024 (15:00 hours) in the Chief Minister's Secretariat, Janata Bhawan, Dispur.

The Tender Inviting Authority reserves the right to accept or reject any bid/tender, and to cancel/annul the bidding process and reject all bids at any time prior to contract award.

Sd/-

Commissioner & Secretary to the Chief Minister,
Chief Minister's Secretariat, Dispur, Guwahati-781006
email : cmoffice-as@assam.gov.in


Memo No: CMS(A)34/2018/531-A

Dated Dispur, the 19th August, 2024

Copy to :

1. The Principal Secretary to Chief Minister, Assam for kind information.
2. The Commissioner & Secretary Chief Minister's Secretariat, Assam for kind information.
3. The Joint Secretary to Chief Minister, Assam.
4. Smti. Anuradha Baruah, Senior Technical Director, NIC (email- asm-anuradha@nic.in) for uploading this notice and bid documents (in pdf format) in the website <https://www.assam.gov.in> on 20/08/2024.
5. Shri Hemanta Kumar Nayak, Senior Procurement Consultant/ Shri Manzil Hussain, Procurement Consultant, ASPIRe, Finance, Assam.

By order etc.,


Under Secretary to the Govt. of Assam
Chief Minister's Secretariat

GOVERNMENT OF ASSAM
CHIEF MINISTER'S SECRETARIAT, LOK SEWA BHAWAN
BLOCK-J, JANATA BHAWAN, DISPUR, GUWAHATI-781006

Request for Bid (RFB)
for supply of 1 no. Microsoft Surface Pro 11 along with 1 no.
Microsoft Surface Pro Signature Keyboard and Surface Slim Pen 2
combo.
(Proprietary Article Certificate)

RFB NO: CMS(A)34/2018/532

DATED-19/08/2024

Date of Release of Bid	19/08/2024
Last Date for Submission of Bid	09/09/2024 Up to 1500 Hours (IST)
Location of Submission/ Opening of Bids, as applicable	Shri. Binay Choudhury, Under Secretary, Chief Minister's Secretariat, Lok Sewa Bhawan, Block-J, Janata Bhawan, Dispur, Guwahati-781006.
EMD Amount (Refundable)	₹6,000/- (Fixed Deposit Receipt or Bank Guarantee as per Annexure-E) The EMD shall remain valid for 28 days beyond the original or extended validity period of the bid.
Bid Validity	90 days from last Date of Proposal submission
Bid Category	IT/ Electrical/ Electronics
Bid document and further clarification if any are available at State Public Procurement Portal of Assam	www.sppp.assam.gov.in and www.assam.gov.in

TERMS OF REFERENCE (ToR)

1. Expected Key Deliverables

Items	Specifications	Quantity
Microsoft Surface Pro 11	Model	Microsoft Surface Pro 11
	Memory	16GB RAM
	Storage	512GB SSD
	Screen size	13-inch PixelSense Flow Display OLED Display
	Resolution	2880 X 1920 (267 PPI) (Gorilla Glass 5)
	Battery Life	Up to 14 hours of typical device usage
	Processor	Snapdragon® X Elite (12 Core)
	Graphics	Qualcomm® Adreno™ GPU
	Ports	<ul style="list-style-type: none"> • 2 x USB-C / USB 4.0 • 1 x Surface Connect port • 1 x Surface Pro Keyboard port
	Software	<ul style="list-style-type: none"> • Windows 11 Home • Preloaded Microsoft 365 App • Microsoft 365 Apps 30-day trial
	Cameras	<ul style="list-style-type: none"> • Quad HD front-facing Surface Studio Camera • 1440p Quad HD camera with ultra-wide field of view • 10 MP Ultra HD rear-facing camera • Windows Hello face authentication camera
Audio	<ul style="list-style-type: none"> • 2 W stereo speakers with Dolby® Atmos® • Support for Bluetooth® LE Audio 	
Network & Connectivity	<ul style="list-style-type: none"> • WiFi 7 • Bluetooth Wireless 5.4 technology 	
Warranty	1-year limited hardware warranty	
Keyboard & Pen Combo	Microsoft Surface Pro Signature Keyboard and Microsoft Surface Slim Pen 2 combo	01 no.

Note:

- a. The Bidder should be Authorized Microsoft authorized partners/ dealers to ensure OEM standard warranty with 1st level support by Bidder.
- b. The bidder has to supply the latest models of Microsoft Surface Pro 11 along with associated Smart Keyboard & pen only as per the order **within 20 days** or as stipulated in the order at the Under Secretary, Chief Minister's Secretariat, Lok Sewa Bhawan, Block-J, Janata Bhawan, Dispur, Guwahati-781006.

RFB for supply of 1 no. Microsoft Surface Pro 11 along with 1 no. Microsoft Surface Pro Signature Keyboard and Surface Slim Pen 2 combo.

2. Payment Terms and Time Schedule for Deliverables

S.N.	Deliverables	Duration*	Payment Terms
i.	After successful delivery of goods	Within 20 days	100%
Total			100%

- a) Payments shall be subject to deductions of any amount for which the successful bidder is liable under the agreement against the respective purchase/ work order. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act,1961 and any other taxes.
- b) In case liquidated damages are greater than the invoice amount than remaining amount may be deducted from security deposit available with Procuring Entity for the Bid till maximum amount available with Procuring Entity and no claim on this account will be entertained.
- c) No extra cost will be paid on any account.
- d) All relevant proof of delivery of services as specified and certified by the concerned Procuring Entity officer are required to be submitted for processing of any payment.
- e) All the submitted invoices should clearly mention Procuring Entity GSTN and item HSN Code for processing along with the required documents as mentioned above.
- f) Payment Schedule:100% payment on successful delivery, testing and acceptance of each item mentioned in Sl. No. 1 of the ToR at the destination/ location as mentioned in the purchase/work order after deduction of LD/penalty (if any).

3. Eligibility Criteria/ Pre- Qualification Criteria:

- a) Copy of GST certificate and PAN card.
- b) Bid Form/Undertaking for acceptance of all the terms and conditions of the RFB.
- c) Vendor should be Authorized partner/ dealer to ensure OEM standard warranty with 1st level support by Bidder.
- d) The bidder should submit the undertaking for Non-blacklisted and Conflict of Interest as per the prescribed Annexure.

4. General Terms and conditions:

- a) The selected bidder shall furnish Performance Bank Guarantee (PBG) having 5% of the total Contract value with validity of warranty period +2 months claim period to Procuring Entity. **No payment will be released without submission of PBG.** Non submission of PBG may lead to termination of contract and getting the work done at bidder's risk and cost.
- b) Time is essence of the contract. The successful bidder must deliver as per the specified time schedule/milestone. Any Failure to deliver/clear the acceptance for all or some of the deliverables as per scope of work on or before the stipulated date will entail a liquidated damage equal to 1% of contract price per week or part thereof shall be deducted subject to maximum LD of 10% of total value of contract. Payment of liquidated damages does not affect the successful bidder's liabilities.

- c) In case of delay in compliance with the order beyond 3 weeks of the stipulated time period, Procuring Entity will have the right to cancel the order & revoke the performance and/or any other bank guarantee etc.
- d) Procuring Entity may by written notice sent to the selected Bidder, terminate the purchase order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify the reasons of termination and the extent to which Contract is terminated, and the date upon which such termination becomes effective.
- e) Jurisdiction: The Gauhati High Court, Assam will have exclusive jurisdiction to entertain the disputes between parties.

5. Preparation and submission of Proposal

- a) Bidders may submit their bids by post or by hand to the Procuring Entity.
- b) The bid submitted by the Bidder shall be in Two envelope (Technical and Financial Proposal) and the envelopes containing the original & the copies shall then be enclosed in one single sealed outer envelope and shall comprise as per their prescribed annexures:

Part 1: TECHNICAL PROPOSAL:

- i. Bidder has to submit copy / proof of the EMD fees.
- ii. Power of Attorney/ Authorization letter for submission of Proposal (Annexure-A)
- iii. Vendor Profile Form (Annexure-B)
- iv. Technical Eligibility Criteria Form (Annexure-C)
- v. Self-Undertaking on Bid Submission (Annexure-D).

Part 2: FINANCIAL PROPOSAL TO BE SUBMITTED THROUGH SEPARATE ENVELOPE

ONLY. The price should not be quoted in the technical bid/Part-I of the bid. In case of default, the entire Bid shall be summarily rejected.

- c) Proposal submitted should be signed by the authorized signatory of the bidder and officially stamped. Unsigned or Unstamped proposal are liable to be rejected.
- d) Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of work, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Procuring Entity's action.

6. Award Criteria

- a) The eligibility / pre-Qualification of the bidders will be determined first thereafter Procuring Entity will determine whether each bid is complete and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without deviations, exceptions, objections, conditionality and/or reservations. Procuring Entity reserves the right that If a bid is not substantially responsive, it may be rejected by the Procuring Entity without seeking any clarifications.

- b) The Procuring Entity will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive, prequalified, technically qualified and has been determined as the Lowest Total evaluated (LQ1) bid provided further that the bidder is determined to be qualified to perform the work/ services satisfactorily.
- c) In case there is a tie for any position, bidder with higher turnover will be considered for award. The decision of the tender committee shall be final, and binding and no correspondence shall be entertained in this regard.

ANNEXURE-A

POWER OF ATTORNEY OF PROPSAL SIGNATORY

(On a Stamp Paper of Rs.100/-)

We, (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to participate in the RFB process for including signing and submission of all documents and providing information to the Client (i.e.) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 20__

For _____
(Name, Designation and Address)

Accepted
_____ (Signature)
(Name, Title and Address of the Attorney)

Date : _____

Note:

- i. THE MODE OF EXECUTION OF THE POWER OF ATTORNEY SHOULD BE IN ACCORDANCE WITH THE PROCEDURE, IF ANY, AS LAID DOWN BY THE APPLICABLE LAW AND THE CHARTER DOCUMENTS OF THE EXECUTANTS(S) AND WHEN IT IS SO REQUIRED THE SAME SHOULD BE UNDER COMMON SEAL AFFIXED IN ACCORDANCE WITH THE REQUIRED PROCEDURE.*
- ii. IN CASE AN AUTHORIZED DIRECTOR OR KEY OFFICIALS OF THE APPLICANT SIGNS THE APPLICATION, A CERTIFIED COPY OF THE APPROPRIATE RESOLUTION/ DOCUMENT CONVEYING SUCH AUTHORITY MAY BE ENCLOSED IN LIEU OF THE POWER OF ATTORNEY.*
- iii. IN CASE THE APPLICATION IS EXECUTED OUTSIDE INDIA, THE APPLICANT MUST GET NECESSARY AUTHORIZATION FROM THE CONSULATE OF INDIA. THE APPLICANT SHALL BE REQUIRED TO PAY THE NECESSARY REGISTRATION FEES AT THE OFFICE OF INSPECTOR GENERAL OF STAMPS.*

ANNEXURE-B**VENDOR PROFILE FORM**

1	Name & Legal Status of the Bidder			
2	Organization Registration Details (Incorporation or Commencement of Business/ Other Statutory Registrations etc.)		Date of Incorporation/ Registration:	
3	GST Number:		PAN Number:	
4	Registered/ Corporate office Address of Bidder			
	Address & Contact Details (E-Mail, Ph. Nos. etc.) of Proprietor/ Directors of the Bidders	1)		
		2)		
		3)		
Names and Designations of the persons authorized for single point interaction with Procuring Entity				
Mobile Numbers of Contact persons:		E-mail of Contact persons:		

ANNEXURE-C

COMPLIANCE STATUS OF QUALIFICATION REQUIREMENT

Sr. No.	Requirement	Compliance Status (Yes/No)/ (Remarks, if any)	Supporting Documentary proof to be attached
1.	Copy of GST certificate and PAN card.		Copy of GST and PAN
2.	Bid Form/Undertaking for acceptance of all the terms and conditions of the RFB.		The bidder shall give an undertaking (on their letter head)
3	Vendor should be Microsoft authorized partners/ dealers to ensure OEM standard warranty with 1 st level support by Bidder.		Relevant document in this regard
4.	The bidder should submit the undertaking for Non-blacklisted and Conflict of Interest as per the prescribed Annexure		As per prescribed format-D
5.	The agency should have a minimum average annual turnover of Rs.10 Lakhs (Rupees Ten Lakhs) in similar businesses during the last three (3) financial years ending on 31 st March of the previous financial year.		[Audited Financial Statements with statutory auditor's certificate]
6.	The Agency should have completed at least 03 Nos of similar contract with respect to the (Mentioned relevant scope of works) last 3 financial years ending on 31 st March of the previous financial year.		Work Order + Completion Certificate from the client

ANNEXURE-D

UNDERTAKING FOR BID SUBMISSION
(To be submitted on the letterhead of the Bidder)

To,
Name of the HOD
Name of the Procuring Entity
Address of the Procuring Entity

RFB No.: _____ Dated : _____

Madam/ Sir,

1. I/We hereby undertake that we shall comply with the Scope of work and requirements and Bid terms and conditions completely and there are no deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.
2. I/We hereby attach the duly signed and stamped tender document as an acceptance and compliance of TENDER specifications and terms & conditions with the technical response without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.
3. I/We hereby certify that we have not been suspended or banned or de-listed or black-listed by any Government or Quasi-Government agencies or PSU's including Procuring Entity or any of its Deptt./subsidiaries.
4. I/We shall not engage, and shall cause their personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
5. I/We hereby undertake to provide the works/services and undertake to be the single point of contact for Procuring Entity for all services, terms and conditions and for the entire scope of work and requirements as defined in this tender document.
6. I/We understand that at any stage during the tenure of the contract if it is found that any statement or document submitted by I/We is false/forged/invalid, Procuring Entity has discretion to terminate the contract and get the work done through third party as per the risk purchase clause mentioned in the APPA 2017 and APPR 2020.

Dated this ___ day of ___ of 20

Signature of the Bidder with seal:
Name of the bidder: -
Designation
Email:
Mobile:

ANNEXURE-E

PROFORMA BANK GUARANTEE (EARNEST MONEY)
(It should be valid for atleast 28 days from the expiry of Bid Validity)

This deed of Guarantee made this _____ day of _____ 20 ____ by _____ (Name of the Bank) having one of its branch at _____ acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of Commissioner and Secretary, Chief Minister's Secretariat, Lok Sewa Bhawan, Block-J, Janata Bhawan, Dispur, Guwahati, Assam – 781006 (hereinafter referred to as "CMS Guwahati" which expression shall include its successors and assigns).

WHEREAS CMS has invited Bid vide their Bid No. _____ Dated _____ to be opened on AND WHEREAS M/s _____ (Name of Service Provider) having its office at _____ (hereinafter called the "Seller"), has/have in response to aforesaid Bid notice offered to supply/do the job _____ as contained in the bid.

AND WHEREAS the Seller is required to furnish to CMS a Bank Guarantee for a sum of Rs.6,000/- (Rupees Six Thousand Only) as Earnest Money for participation in the Bid aforesaid.

AND WHEREAS, we _____ (Name of the Bank) have at the request of the seller agree to give CMS this as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid bid shall remain open for acceptance by CMS during the period of validity as mentioned in the bid or any extension thereof as CMS and the Seller may subsequently agree and if the Seller for any reason back out, whether expressly or impliedly, from his said bid during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid bid, we hereby undertake to pay CMS on demand without demur to the extent of Rs. _____ (Rupees _____ Only).

We further agree as follows:-

01. That CMS may without affecting this guarantee extend the period of validity of the said bid or grant other indulgence to or negotiate further with the Seller in regard to the conditions contained in the said bid or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between CMS and the Seller AND the said Bank shall not be released from its liability under these presents by an exercise by CMS of its liberty with reference to the matters aforesaid or by reason of time being given to the Seller or any other forbearance, act or omission on the part of the CMS or any indulgence by CMS to the said Seller or any other matter or thing whatsoever.

RFB for supply of 1 no. Microsoft Surface Pro 11 along with 1 no. Microsoft Surface Pro Signature Keyboard and Surface Slim Pen 2 combo.

02. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Seller (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Seller stopping or preventing or purporting to stop or prevent any payment by the Bank to CMS in terms thereof.

03. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of CMS in writing and agree that any change in the constitution, winding up, dissolution or insolvency of the Seller, the said Bank shall not be discharged from their liability.

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. _____ (Rupees _____ Only) and this Guarantee shall remain in force till _____ unless a claim under this guarantee is filed with the bank within 60 (Sixty) days from this date or the extended date, as the case may be i.e. upto _____ all rights under this Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

This BG (Earnest Money) confirmation can also be sought by sending email to _____ (Bank Official email id)

In witness whereof the Bank has subscribed and set its name and seal here under.

Authorized Signature

Seal of Bank

ANNEXURE-F

Price Proposal/ Financial Schedule
SUMMARY OF COSTS

1	2	3	4	5	6
<i>Sl.</i>	<i>Description of Goods</i>	<i>Quantity (nos.)</i>	<i>Unit Price (Rs.)</i>	<i>GST (....%)</i>	<i>Total Bid Price of Goods (Rs.)</i>
1					
2					
3					
Total Cost of the Financial Proposal:					
<i>Amount in words:</i>					

Note:

- a) Prices quoted are in Indian Rupees only. The pricing should be as per the Procuring Entity requirement inclusive of all envisaged costs apart from GST. GST should be exclusive of the above cost and must be quoted separately.
- b) Quoted Price in the financial proposal should be inclusive of all other charges (except GST) required for satisfactory completion of work as per scope of work and terms & conditions etc.
- c) **The above quoted rates are valid for a period of 90 days from the last date of Proposal submission.**
- d) Under no circumstances any extra cost/expense and additional taxes, duties, levies etc. shall be payable to the bidder by Procuring Entity unless such a tax, duty or levy has been newly introduced and notified by the Govt. post proposal submission date.
- e) Normally applicable GST rate shall be same in case of all the Proposals. However, in case of difference, the same will be taken as may be ascertained by Procuring Entity and will be acceptable to Bidder.
- f) The rates shall be firm during the validity of the assignment. The fee once finalized shall not change in case sanctioned project cost is revised (increase or decrease) by lender due to any reason whatsoever.
- g) The applicable taxes and surcharges shall be paid extra.

Signature of the Bidder with seal:

Dated this ___day of ___ of 2024

Name of the bidder: -

Designation:

PERFORMANCE BANK GUARANTEE PROFORMA

(In the letterhead of the bank)

To

**The Commissioner & Secretary,
Chief Minister's Secretariat,
Janata Bhawan, Dispur, Guwahati-06.**

OUR LETTER OF GUARANTEE No.: _____

In consideration of Chief Minister's Secretariat, Lok Sewa Bhawan, Block-J, Janata Bhawan, Dispur, Guwahati, Assam – 781006 (hereinafter referred to as "CMS" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators officers and executors) and having awarded "Contract" issued vide Order No. _____ dated _____ with/ on M/s _____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, officers and executors).

Whereas "The Supplier" having unequivocally accepted to provide the services as per terms and conditions given in the agreement/ bid document _____ dated/ _____ Contract No. _____ dated _____ and CMS having agreed that "The Supplier" shall furnish to CMS a Performance Bank Guarantee for the faithful performance of the entire contract, for the value of INR _____ (Indian National Rupees _____ only).

We, _____ ("The Bank") which shall include our successors, administrators, officers and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the tender document/ Agreement/ Purchase Order.

Hereby, _____ we undertake to pay up to but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of "The Supplier" having failed to perform the agreement and despite any contestation on the part of above named Supplier.

This Letter of Guarantee will expire on _____ including 60 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

**Authorized Signatory /Manager
Seal of Bank**