

VISVESVARAYA INDUSTRIAL & TECHNOLOGICAL MUSEUM

(National Council of Science Museums) Ministry of Culture, Govt. of India, Kasturba Road, Bangalore – 560 001 Ph: 080-22864009, 22864114

Email: vitmuseum@gmail.com, Website: www.vismuseum.gov.in

E-TENDER DOCUMENT

FOR SUPPLY OF LEGO EDUCATION SPIKE PRIME & EXPANSION SET WITH COLOUR SENSOR AND MOTOR FOR INNOVATION HUB, PILIKULA & WARANGAL AS PER THE SPECIFICATION ATTACHED

NOTICE INVITING E-TENDER

TENDER NO. 116/2(4)P/LEGO Edn. SPIKE Prime Set & Expansion Set for IH Pilikula & Warangal/2022-23

On-line Digitally signed e-tenders are invited in two Bids System from the manufacturers or their authorized registered Indian agents for **Supply of LEGO Edn. SPIKE Prime Set & Expansion Set for IH Pilikula & Warangal**. Only reputed manufacturers or their authorized registered Indian agents having proven experience and capability to render after Sales Service in India at site smoothly may download the tender documents from the Central Public Procurement Portal (CPPP): http://eprocure.gov.in/eprocure/app or from the Council's website www.ncsm.gov.in as per the following schedule:-

Published Date	22.02.2023				
Bid Document Download Start Date	22.02.2023				
Bid Document Download End Date	13.03.2023				
Bid Submission Start Date	22.02.2023				
Bid Submission End Date	13.03.2023				
Technical (Techno-Commercial) Bid Opening Date	14.03.2023				
Earnest Money	NIL				

The online bid should be uploaded by the due date and time as per the above schedule. The online bids will be opened on the scheduled date and time prescribed above. Bidders may be present during opening of tenders, if so desire. Off-line tenders shall not be accepted and no request in this regard will be entertained whatsoever.

VITM reserves the right to accept or reject any or all tenders in full or part without assigning any reason whatsoever. VITM shall also not be bound to accept merely the lowest tender but the technical suitability, capability and superiority of the item/material as well as after sales service including infrastructure to render such service etc., shall be of prime consideration for selection of the material.

General Information and Instructions

- 1. The instruction given herein will be strictly binding on the tenderers and deviation, if any will make the tender or tenders liable to be considered invalid. <u>Tenders incorporating additional conditions by the tenderer</u> are liable for rejection.
- 2. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app Manual bids shall not be accepted.
- 3. The instruction given in "Annexure-A" for "Instruction for Online Bid Submission" should be strictly followed during submission of the Bid.
- 4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 5. Validity of Bids: The Bids should remain valid for 90 days from the date of Financial bid opening.
- 6. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected. Non-compliance of applicable General Information and Instruction will disqualify the Bid.
- 8 . The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the on line e-tender.
- 9. The Financial Bid shall be filled in and signed by the authorized signatory online as per Pro-forma available at Central Public Procurement Portal e-tender system website http://eprocure.gov.in/eprocure/app. Off line Financial Bid shall not be accepted.
- 10. Tender must be uploaded in two separates covers marked Cover-1 (Technical Bid) and Cover 2 (Financial Bid/BOQ). The contents of Cover-1 and Cover-2 shall be as follows:-

Cover - 1:

The scanned copy of the following documents should be uploaded.

- i) General terms and conditions (as detailed in Annexure-C format) shall be duly signed & stamped as a token of acceptance and uploaded online by the bidder.
- ii) Scanned copy of duly filled, signed and sealed copy of Annexure-B as per tender document.
- iii) Copy of the current valid PAN card and GST certificate.
- iv) Copy of the current and valid Trade License and OEM / Dealership Certificate
- v) No Relation Certificate & Declaration (as detailed in Annexure D & E respectively).
- vi) Scanned copy of duly signed and sealed 'Technical Specification' as detailed in Annexure F (as a token of acceptance for delivery of materials in accordance to the Museum's specification).

Cover – 2:

The Financial Bid i.e. Schedule of Price Bid in the form of attached BOQ Proforma shall be duly filled in and uploaded online by the bidder.

- 1. The financial bids of only those tenderers whose technical bids are found in order in all respects shall be opened.
- 2. The authorities of Visvesvaraya Industrial & Technological Museum, Kasturba Road, Bangalore 560 001 who does not bind themselves to accept mere lowest tender and reserves the right to reject or accept any or all tenders wholly or partially without assigning any reason whatsoever.

TENDER NO. 116/2(4)P/ LEGO Edn. SPIKE Prime Set & Expansion Set for IH Pilikula & Warangal / 2022-23

Instructions for Online Bid Submission

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

REGISTRATION:

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

SEARCHING FOR TENDER DOCUMENTS:

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

PREPARATION OF BIDS:

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

SUBMISSION OF BIDS:

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

Assistance to bidders:

- 1. Any enquiries relating to the tender document and the terms and conditions contained therein should be addressed to the tender inviting authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal helpdesk. The contact number for the helpdesk is 18002337315

TENDER NO. 116/2(4)P/ LEGO Edn. SPIKE Prime Set & Expansion Set for IH Pilikula & Warangal / 2022-23

TECHNICAL (Techno - Commercial) BID

Notes: ALL PARTICULARS / INFORMATION SHOULD BE GIVEN IN THE FOLLOWING FORMAT WITH COMPLETE DETAILS.

1.	Name of the Tend	lerer	
2.	address of the jurisdiction of t given)	ss (in case of Firm/ Company, Registered Office including the Police station should be	
3.	Name of the Prop	rietor / Partners/Directors	
4.	Telephone No.	a) Office :	
		b) Workshop/Factory :	
		c) Mobile Phone :	
		d)e-mail Address :	
5.	Name of the Bank	ter and their address:	
6.	GST No. :		
7.	PAN No.		
8.	Payment terms (al	l payments shall be made only	
	_	within 15 days from the date	
	of completion)		
9.	Details of supply		
10.		Fer for acceptance(minimum 30	
	•	date of opening of e-tender	
	may be offered fo	•	
11.	Audited Annual A	accounts for the last 3 years	

We hereby declare that the above statements are true. I/We also declare that the decision of Visvesvaraya Industrial & Technological Museum regarding selection of eligible firm for supply of LEGO Edn. SPIKE Prime Set & Expansion Set for IH Pilikula & Warangal for opening of Financial Bid shall be final and binding on me/us.

Dated Official Seal Signature of the Tenderer/ Constituted Attorney

TENDER NO. 116/2(4)P/LEGO Edn. SPIKE Prime Set & Expansion Set for IH Pilikula & Warangal/2022-23

GENERAL TERMS AND CONDITIONS FOR TENDER FOR SUPPLY OF LEGO EDN. SPIKE PRIME SET & EXPANSION SET FOR IH PILIKULA & WARANGAL

1. Bidders should have necessary infrastructure and facilities so as to take up the job of supply of the tendered items strictly as per enclosed specifications and drawings with required financial capability.

2. Price:

The prices and rates indicated / quoted shall be inclusive of cost of materials, supply and all incidental charges to deliver the LEGO Edn. SPIKE Prime Set & Expansion Set for IH Pilikula & Warangal. The rate of GST and any other taxes / levies to be imposed on the rate shall be clearly mentioned. Prices and rate quoted shall be firm and fixed for the entire period of execution of the order and no escalation of rate on any ground whatsoever shall be applicable.

- 3. The successful bidders shall submit the following documents within 03(**Three**) days from the date of placement of the order.
 - 1. Duplicate copy of the order duly signed and stamped as a token of acceptance of the order.
- 4. Supply **LEGO Edn. SPIKE Prime Set & Expansion Set for IH Pilikula & Warangal** as per specification should be completed within 30 days from the date of placement of the order. For non-compliance of any of the above terms and non-delivery of the tendered items, complete in all respects within the above stipulated delivery period, the Museum shall have the right either to cancel the order or impose penalty as detailed in Clause No. 5. Decision in this regard taken by the Museum shall be final and binding on the successful bidder.

5. Penalty Clause:-

The time allowed for executing the supply as detailed in Clause No. 04 shall be strictly observed by the successful bidder. The supply shall throughout the stipulated period of the order, be proceeded with all the diligence (time being deemed to be the essence of the contract/work) and the successful bidder shall pay to the Museum, an amount equal to 1% of the amount of the contract value for every week that the supply may remain incomplete as per delivery schedule as Clause No. 04 subject to a maximum compensation of 10% of the contract value after which period, action will be taken by the Museum as will deem it.

The Museum may extend the time of delivery of the ordered items at their discretion on the application of the successful bidder for such purpose provided that the Museum considers the reasons for such extension as good, sufficient and acceptable.

6. Every effort should be made to complete the supply by the successful bidder within the specified time schedule. In case the firm fails to comply with Clause No. 04 within the specified time schedule as per the finalized and accepted terms and conditions, the Museum shall have the right to either impose penalty clause or cancel the order forthwith. The decision of the Museum in this regard shall be final and binding on the successful bidder. The successful tenderer cannot claim any compensation for such cancellation or termination of contract.

7. Payment:

No advance payment shall be made by the Museum on any circumstances. Payment shall be released within 30 (Thirty) working days from the date of receipt of Invoice/Bill duly supported by receipted challan subject to satisfactory inspection report of the ordered materials issued by the competent authority of the Museum.

The agencies should have a valid GST Registration.

9. Warranty:

Manufacturer's standard warranty should be offered by the bidder. The product shall be under minimum warranty of three years. The bidder shall be responsible for all defects of materials including defective workmanship, use of defective materials etc., for the entire warranty period of the manufacture effective from the date of final acceptance of the ordered materials.

- 10. The materials to be supplied by the bidder shall conform to the specifications given by the Museum. Substandard quality of materials & workmanship will not be accepted.
- 11. The Museum shall not be liable for injury of any employee who is deployed by the bidder within/outside the Museum premises at the time of execution of the order.
- 12. Bad workmanship will not be accepted and if carried out is liable to be rejected and should be rectified by the supplier at his own cost & risk as per specifications and directions given by the authorized representative of the Museum.

13. **Inspection:**

Any defects pointed out by the competent authorities of the Museum during the course of the work have to be promptly rectified by the tenderer at its own cost, including material cost, to ensure desired quality of work, failing which action shall be taken as deemed fit by the Museum and the additional cost incurred in rectifying the defects by engaging other agency shall be recovered from the tenderer. The decision of the Museum in this regard shall be final and binding on the successful tenderer(s).

- 14. Specifications of the items under tender are enclosed for guidance. However, ambiguity in the specifications, if any, shall be promptly brought to the notice of the authorities of the Museum for clarifications during the mobilization period. The successful tenderer shall make no deviation from the approved specifications without the prior written approval of the competent authorities of the Museum.
- 15. If it is noticed that the goods supplied do not conform to the specification of the order, the Museum shall have the right to reject the materials in part or full. The supplier shall be liable to replace the rejected materials within the stipulated time. Till the replacement is done, the rejected materials shall be lying at the risk, cost and responsibility of the supplier. If the supplier do not arrange to replace the rejected materials within the stipulated time, the same may be disposed off at the risk of the supplier and in the manner which the Museum will deem fit. The Museum shall be entitled to retain the proceeds of the disposal either in part or in full towards expenses incurred on storage, handling and disposal of the materials. The Museum shall also be entitled to recover the expenses made by them on account of storage and handling of such rejected goods till the goods are removed from the premises of the Museum.
- 16. The authorities of the Visvesvaraya Industrial and Technological Museum reserves the right to amend, alter or modify the terms & conditions mentioned above if necessary from time to time.
- 17. The authorities of Visvesvaraya Industrial & Technological Museum, who does not bind themselves to accept the lowest tender, reserves the right to reject or accept any or all tenders wholly or partially without assigning any reason whatsoever.

- 18. Access: The authorities of the Museum shall have free access to the worksite and the successful tenderer shall cooperate with them for inspection and/or examination and testing of the materials and workmanship.
- 19. The successful tenderer shall obtain necessary trade and other licenses as may be required to carry on the tendered job and shall also be responsible for compliance of all rules and regulations which may be in force from time to time by the appropriate authority at his/their own cost.
- 20. The successful tenderer(s) shall not under any circumstances whatsoever transfer wholly or partially this contract/agreement to any other person(s)/firm/company or assign the contract/agreement or benefits of this contract/agreement to any other party for any reason whatsoever in which case this contract/agreement will automatically stand cancelled.
- 21. The quantities specified in the tender may be decreased or increased at the sole discretion of VITM authorities.
- 22. All disputes and differences between the Successful bidder and the Museum of any kind except quality of workmanship and materials whatever arising out of or in connection with the order on the carrying out the supply (whether during the progress of the work or after their completion and whether before or after the determination, abandonment or breach of the terms and conditions of the order) shall be referred to the sole arbitration of a person nominated by the Director General, National Council of Science Museums, Kolkata whose decision in this regard will be final and binding on both the Successful bidder the Museum.

The provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and of the rules made there under for the time being in force shall apply to arbitration's proceedings under this Clause.

NO RELATION CERTIFICATE

THIS IS TO CERTIFY that I/We have no close relative as an Employee of this National Council of Science Museums or any of its constituents units (close relative means Father, Mother, Brother, sister, Son, Daughter and spouse) nor any such close relatives associated with us as Proprietor/Partner/Share holder/Director and like.

Signature of the Tenderer,

Address with Office Seal and Date.

VISVESVARAYA INDUSTRIAL AND TECHNOLOGICAL MUSEUM (National Council of Science Museums) Kasturba Road, Bangalore - 560 001.

Tender for Supply of LEGO Edn. SPIKE Prime Set & Expansion Set for IH Pilikula & Warangal as per the specification given in the tender document at VITM.

Declaration

We do hereby accept the general terms and conditions as provided by the Visvesvaraya Industrial & Technological Museum, Bangalore for Tender for the supply of LEGO Edn. SPIKE Prime Set & Expansion Set for IH Pilikula & Warangal as per specification given in the tender document at VITM as provided along with the tender document in the event of placement of any order on us. The Museum shall be at liberty to cancel the order in full or in part in the event of failure of any of the above declaration made by us.

Signature of the Tenderer / Authorized Attorney

$\frac{\text{TECHNICAL SPECIFICATION OF LEGO Edn. SPIKE Prime Set \& Expansion Set for IH Pilikula \& Warangal / 2022-23.}$

Description	Quantity		
Supply of LEGO Education SPIKE Prime set with battery, Hub and charging cable	04 Nos.		
Supply of LEGO Education Spike Prime Expansion set with Colour Sensor and Motor as per the specification at Visvesvaraya Industrial & Technological Museum, Kasturba Road, Bangalore- 560001	02 Nos.		
	Supply of LEGO Education Spike Prime Expansion set with Colour Sensor and Motor as per the specification at Visvesvaraya Industrial & Technological Museum, Kasturba Road,		

PROFORMA FOR ISSUING "UNDERTAKING BY ORIGINAL MANUFACTURER OF LEGO Edn. SPIKE Prime Set & Expansion Set for IH Pilikula & Warangal/2022-23 (To be submitted in OEM's Letter head)

		D				ated:				
To										
Kastu	esvaraya Ind urba Road, alore – 560	dustrial & T	echnolo	gical M	useum,					
Dear	Sir,									
	We,								hereby sta	te that
the	1	offered	vide	this	tender	by ar		authorized supplied if	C	M/s ed and
suitab	ole shall be	our original	manufac	tured pr	oduct and	is to be	deemed	d as if the sup	ply has been	made
by us	directly. A	ccordingly,	we stand	by all t	he terms, o	conditio	ons and	stipulations a	s defined in	tender
No		of	Visvesva	raya Ind	dustrial and	d Techr	ologica	l Museum, E	Bangalore. S	ervice
		provided a								
	r in service		y/our au	thorized	C	•		nings either i	•	
	Thanking	you,						Y	ours faithful	ly,
							(Auth	orized Signat	tory with Se	al).