



**COMMISSIONERATE FOR THE WELFARE OF THE
DIFFERENTLY ABLED**

KAMARAJAR SALAI, CHENNAI 600 005.

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Department Website: www.scd.tn.gov.in

**TENDER FOR SUPPLY OF “SMART PHONES WITH APPLICATIONS TO HEARING
IMPAIRED AND VISUALLY IMPAIRED PERSONS”**

TO THE COMMISSIONERATE FOR WELFARE OF THE DIFFERENTLY ABLED

Ref: 2355/A&A/2022

LAST DATE OF RECEIPT OF TENDER

06.06.2022

01.00 PM

NOT TRANSFERABLE

SIGN AND SEAL OF THE TENDERER



**COMMISSIONERATE FOR THE WELFARE OF THE DIFFERENTLY
ABLED**
5, LADY WILLINGDON COLLEGE CAMPUS, KAMARAJAR SALAI, CHENNAI 600 005.
**TENDER FOR SUPPLY OF “SMART PHONES WITH APPLICATIONS TO HERAING
IMPAIRED AND VISUALLY IMPAIRED PERSONS”**

Ref: 2355/A&A/2022

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CHECKLIST

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1.	Earnest Money Deposit	9	
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3.	Manufacturing details for the last 3 years must be furnished	8 (r)	
4.	Documentary evidence for the constitution of the firm	8 (c)	
5.	Authorization from senior responsible officer of the firm, for signing the Tender documents.	3 (h)	
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8	Details of such item supplied to any State Government and Central Government or undertaking of State Government or Central Government	3(c)	
9	Market Standing declaration	8 (d)	
10	Annual turnover statement for 3 years	8 (e)	
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12	performance statement – Annexure V	8 (p)	
13	Income Tax Saral copy Annexure -I	8 (g)	
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23	List of items quoted without Price	8 (o)	
24	Declaration that the firm has not been blacklisted by any State Government/Central Government and /or any State/Central PSU - Annexure- X	8 (q)	
25	Copy of Tender conditions and Annexure, duly signed and sealed by the Tenderer	3 (h)	
26	Documentary evidence for ISI Certification	3(f)	

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**COMMISSIONERATE FOR THE WELFARE OF THE DIFFERENTLY ABLED
5, LADY WILLINGDON COLLEGE CAMPUS, KAMARAJAR SALAI, CHENNAI 600 005.**

Telephones 044-28444948
044-28445948

Signing of Tender Documents

The Authorised signatory should sign under seal of the Tenderer on each of the Tender Document, without fail, indicating that the tenderer is agreeable to all the conditions stipulated. Failure in this regard will invalidate the Bid.

Time Schedule for getting tender documents and for submitting the same.

REFERENCE No. of : 2355 /A&A /2022

Dated: 04-05-2022

DATE OF COMMENCEMENT OF
SALE OF BIDDING DOCUMENT COMMENCES: 06.05.2022
from

LAST DATE FOR SALE OF BIDDING : 06.06.2022 up to 11.00 A.M.
DOCUMENT

(E- Tender may be downloaded from ["www.tenders.tn.gov.in"](http://www.tenders.tn.gov.in))

LAST DATE AND TIME FOR
RECEIPT OF BIDS : 06.06.2022 up to 01.00 P.M

TIME AND DATE OF OPENING
OF BIDS Received : 06.06.2022 2.00 P.M.

OPENING OF BIDS & VENUE : Commissionerate for Welfare of
the Differently Abled,
5, Lady Willingdon College Campus,
Kamarajar Salai,
Chennai – 600 005.

ADDRESS FOR COMMUNICATION : Commissionerate for Welfare of the
Differently Abled,
5, Lady Willingdon College Campus,
Kamarajar Salai,
Chennai – 600 005.

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1. RULES GOVERNING THE TENDER

As per the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tenders Rules 2000 vide G.O.(Ms)No. 446, Finance (Salaries) Department, dated 26.9.2000), On behalf of Department for welfare of the Differently abled, Government of Tamil Nadu, Sealed Tenders under two cover system (Technical and price) are invited by the Deputy Director, Commissionerate for Welfare of the Differently Abled, 5, Lady Willingdon College Campus, Kamarajar Salai, Chennai – 600005, for “Supply of Smart Phones with Applications to Hearing Impaired and Visually Impaired Persons”.

2. REQUIREMENT

- a) 10,200 Numbers of “Smart Phones with Applications to Hearing Impaired and Visually Impaired Persons” with the specifications furnished in Annexure –V to this Tender Document, in 2022 -2023.
- b) The quantities indicated are approximate and subject to change at the time of placing order.

3. ELIGIBILITY:

- a) Tenderer should be a Manufacturer or supplier of “Smart Phones with Applications”. They should have Service backup facilities in Tamil Nadu on their own or tie up arrangements with service backup facilities available in Tamil Nadu. They should furnish the details of Manufacturing unit / Distribution unit in Annexure - VII
The Tenderer should be in the field of “supply of “Smart Phones with Applications” for a minimum period of 3 years and should have supplied minimum 5000 Nos. of “Smart Phones with Applications” every year. (2019-2020, 2020-2021 and 2021-2022) (Copy of the Invoice to be enclosed)
- b) The firm should have an Annual Turnover of not less than Rs.50.00 lakhs from the sale of “Smart Phones with Applications” alone during the last three financial years.
- c) The tenderer should not have been blacklisted by any State Government/Central Government or any State/Central PSU. A declaration to this effect should be furnished in the Technical cum Commercial Bid (Annexure- VIII)
- d) Each page of the tender document should be signed and sealed by the authorized signatory. Due authorization to the signatory by the tenderer should be enclosed with company’s seal.

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- e) The tender so completed should be properly stitched and bound, and then submitted.
- f) The GST registered bidders are only eligible to participate in the Tender.

4. CLARIFICATION:

If any clarification is required, the intending tenderer may seek for the same, by email, giving their email Id to the Deputy Director (Schemes), through toscda6@gmail.com. Reply would be furnished in the email only. Such clarification can be sought for only up to 4 pm on two days before the last date.

5. TENDERERS RESPONSIBILITY TO WATCH THE EMAIL/ WEBSITE :

- a. The intending Tenderers are requested to watch the “www.tenders.tn.gov.in” website and “www.scd.tn.gov.in” (department website) till the last date of receipt of Tender, for clarification, if any or for any instruction.
- b. Tender will not be accepted, if sent by facsimile (fax) or email.

6. ACCESS TO TENDER DOCUMENT.

- a. A complete set of bidding documents may be purchased by any interested eligible bidder from the Commissionerate for the Welfare of the Differently Abled, 5, Lady Willingdon College Campus, Kamarajar Salai, Chennai-600 005 on submission of a written application to the above office from **06.05.2022** on all working days between **10.00 A.M. to 2.00 P.M.** upto the last date till 11.00 am, on payment of a non-refundable fee of Rs.550.00 by Challan at State Bank of India, Treasury Branch, Chennai – 600 001 in favour of the Commissioner for Welfare of the Differently Abled, Chennai-600 005.
- i. The Tender documents can also be obtained under e-tender system by downloading the tender documents in the “www.tenders.tn.gov.in” website free of cost.
- ii. Tenders should be in type written / computerized and every correction in the tender should invariably be attested by full signature of the tenderer with date before submission of the tenders to the authorities concerned, failing which the tender will be ineligible for further consideration. Corrections, if any, made with white fluid should also be duly attested by the authorized signatory.
- iii. The last date for receipt of filled up tender as per tender conditions is **06.06.2022, up to 1.00 P.M.**

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Tender Submission

- iv. All the tenderers should put the tender cover prepared following the instructions in clause 7 below, only in the box in the Chamber of the Technical Officer. If sent by Register Post/ Speed Post, it should have been received by the Technical Officer with in the stipulated date and time.
- v. Even in the case of downloading of tender documents, the tenderer should put the tender cover either in the box in the chamber of the Technical Officer or should be sent by Register Post/ Speed Post. It should not be sent in email.
- vi. The Commissionerate is not responsible for any postal / courier delay.
- vii. Any tender received after the due date and time will be summarily rejected.

Opening of Tender

- viii. The Technical Bid in the cover A shall be opened on **06.06.2022 at 2.00 PM** before the Deputy Director (Schemes), O/o Commissioner for Welfare of the Differently Abled, Chennai-600 005.
- ix. Every tenderer is entitled to be present at the time of opening of the Tender. In the absence of the tenderer, he may authorize one representative to be present at the time of opening.
- x. Regarding date of opening of Technical Bid no further intimation will be given to the Tenderers.

Tender Scrutiny Committee

- xi. A Tender Scrutiny Committee has been constituted to scrutinize the Tender Document, supervise opening of tenders, to carry out the preliminary examination and detail Evaluation of the Tenders received and to prepare an evaluation report for the consideration of the Tender Accepting Authority.

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7. TWO COVER SYSTEM

How to arrange the Covers

- i) The Tender is of two cover system, consisting of cover A, containing Technical Bid and cover B containing the Price Bid. The Technical Bid in cover A should be filled in, following the instructions in clause 7 (iv) below.
- ii) The Price Bid in cover B should be filled in, following the instructions in clause 7 (v) below.
- iii) Both, the cover A and cover B should be put in a larger cover with a superscription, "Tender for supply of "Smart Phones with Applications to Hearing Impaired and Visually Impaired Persons 2022 -2023". The larger cover should be addressed to Commissioner for Welfare of the Differently Abled, Chennai-600 005. The Tenderer's address should also be super-scribed on that larger Cover. That larger cover should be put in the box kept in the Chamber of Technical Officer in the above address.

iv) Technical Bid – in cover A

The Technical Bid should have the details as in Clause 8 herein under, after duly filling the documents, and duly signing under the seal of the Tenderer, as per the instructions in the Tender Document. The same should be put in cover A, super scribing, Cover – A "Technical Bid for Smart Phones with Applications to Hearing Impaired and Visually Impaired Persons". The cover should be closed and sealed. That cover should contain the "From Address" (of the Tenderer) and the "To Address" i.e., Commissioner for Welfare of the Differently Abled, 5, Lady Willingdon College Campus, Kamarajar Salai, Chennai-600 005.

v) Price Bid – in cover B

- a) The cover B will have only Price Bid. The Price Bid should be in the Annexure VI. Before filling the Price Bid form, please go through the instructions regarding Price Bid in clause 7, 12 & 14 below. The Price Bid form in Annexure VI should be duly filled, signed and sealed, by the authorized signatory. The Price quoted should be unconditional. The cover should be closed and pasted. The cover should have superscription, cover B – "Price Bid for Smart Phones with Applications to Hearing Impaired and Visually Impaired Persons". The address of the Tenderer as well as the addressee namely State Commissioner for Welfare of the Differently Abled, 5, Lady Willingdon College Campus, Kamarajar Salai, Chennai-600 005 should be specified on the cover. The cover should be sealed.

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b) A tenderer should not modify the tender after submission to the Tender Accepting Authority.

c) Opening of Price Bid

Date and Time of opening of Price Bid (Cover-B) will be intimated to those, whose technical bid and samples were approved by the Commissioner for Welfare of the Differently Abled, Chennai-600 005, indicating the venue also.

8. DETAILS OF TECHNICAL BID – IN COVER A

The Technical Bid should have the following

- a. Earnest Money Deposit – evidence
- b. Documentary evidence for the constitution of the manufacturing firm / Distribution unit with details of the name, address, telephone number, cell phone No., Fax number, e-mail address of the firm and of the Managing Director/Partners/Proprietor.
- c. Annual turnover statement for three years i.e., 2019-2020, 2020-2021 and 2021-2022 each duly attested by the Auditor
- d. Balance Sheet and profit and Loss Account for the last 3 years, duly certified by the Auditor must be attached.
- e. Income Tax saral copy for the last 3 years along with copy of pan card of the firm.
- f. GST Registration Certificate in Annexure II
- g. A declaration form assuring to abide by all conditions. Please see Annexure III.
- h. A list of supply orders for tendered items undertaken for various agencies with quantities, copy of order and details of supply for 2019-2020, 2020-2021 and 2021-2022 (last 3 years)
- i. Details of Manufacturing / Distribution Units in Annexure VII
- j. List of Plant and Machinery available on hand, (Own) proposed to be inducted for completion of the subject work.
- k. Proforma for performance Statement in Annexure IV
- l. Declaration that the tenderer has not been Black listed – Annexure VIII
- m. Manufacturing details for the last 3 Years.
- n. Declaration that the tenderer service support for minimum 10 years.

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9. EARNEST MONEY DEPOSIT:

- a) Each Technical bid must be accompanied with an Earnest Money Deposit of **Rs.13,75,000/-** bid value in the form of Demand Draft favoring the Commissioner for Welfare of the Differently Abled, 5, Lady Willingdon College Campus, Kamarajar Salai, Chennai-600 005. All the tenderer without any exception to pay an Earnest Money Deposit (EMD) in accordance with the amendment of the Tamil Nadu Transparency in Tenders Rules, 2000, Vide G.O. (MS) No.270, Finance (Salaries) Department, Dated: 19.09.2017. Tender submitted without the Earnest Money Deposit will be summarily rejected. They should furnish of following also

<u>Sl.No.</u>	<u>Name of the Firm</u>	<u>No. of Item Quoted</u>	<u>DD No. & Date</u>
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- b) The EMD in the form of cheque/cash/postal order/Bank Guarantee etc. will not be accepted.
- c) The EMD will not earn any interest
- d) In the case of successful tenderers the Earnest Money Deposit may at the discretion of the Commissioner for Welfare of the Differently Abled, Chennai-600 005 be adjusted towards the Security Deposit payable by him. If Security Deposit is paid in full in time, by the tenderer the EMD will be returned without interest.
- e) the Earnest Money Deposit of the tenderer will be forfeited if:
- f) Tenderer withdraws his tender or backs out after acceptance of tender
- g) Tenderer fails to remit the Security Deposit as specified in the tender document.
- h) Tenderer violates any of the conditions prescribed in the Tender Document
- i) Tenderer revises any of the terms quoted, during the validity period.
- j) The tenderer makes any changes, after acceptance of the Tender.

10. SECURITY DEPOSIT

- a) Within seven days after Supplier's receipt of Notification of Award of Tender, the supplier shall deposit Security Deposit at the rate of 5% (Five Percent) of the total Contract value. The Security Deposit should be paid in respect of the contract on or before the due date fixed, in the form of Demand Draft drawn in favour of the Commissioner for Welfare of the Differently Abled, 5, Lady Willingdon College Campus, Kamarajar Salai, Chennai-600 005. A bank guarantee for an equivalent amount from a nationalized bank will also be accepted, provided it will have a validity of 12 months.

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- b) The security deposit will not earn any interest. It will be returned to the Tenderer, after completion of the supply of the intended quantity, to the satisfaction of the Commissioner for Welfare of the Differently Abled.
- c) The Security Deposit deposited by such tenderer in respect of his tender will be returned to him upon complete fulfillment of the supply and consumption of the items or after one year whichever is later. This period can be extended by the Commissioner for Welfare of the Differently Abled, Chennai-600 005 at his discretion if he receives valid complaint on the quality of the items from the users are found.
- d) The security deposit shall be forfeited or the bank guarantee will be invoked.
 - i) If the tenderer fails to make the supply as per the time schedule, prescribed by the Commissioner for Welfare of the Differently Abled
 - ii) If the tenderer violates any of the tender conditions.
 - iii) If the tenderer causes any loss or damage by his negligence or by his deviations.

11. EVALUATION OF TENDER WOULD BE IN 2 STAGES

The tender will be evaluated in 2 stages. First, the technical bid will be opened and those firms who satisfy the eligibility criteria as per paragraph 3 and who have furnished the documents as per clause of above will be declared as qualified at the time stage. The department retains the right to seek clarifications or additional documents in the event of any ambiguity in the submitted documents. The time stage also include product evaluation stage, in which that bidders will be invited to present the product they intent to supply. The product will be evaluated by the Technical Committee. The technical committee will check whether the technical specifications listed in Annexure VI are complied it. It will also evaluate the product with respect to factors like smooth ease of use, durability etc., the products cleared by the technical committee will be considered as qualified for the price bid opening stage. In the 2nd stage will be granted and evaluated. The L1 will be identified and then negotiation for price will be carried out.

11- A. AWARD OF TENDER AND PERIOD OF VALIDITY:-

- a) Bids shall remain valid for 90 days after the date of opening of Technical Bid / Cover "A" prescribed by the Commissioner for Welfare of the Differently Abled, Chennai-600 005.
- b) Within the above stipulated period, if the Bid is withdrawn or the Bid value is increased, the Bid will be rejected as non responsive and EMD will be forfeited.

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- c) If the Bid is accepted, the successful tenderer should complete the supply within 90 days from the date of the receipt of the Order. Please refer to clause 14 (a).
- d) To ensure sustained supply without any interruption, the Commissioner for Welfare of the Differently Abled, Chennai-600 005 reserves the right to split orders for supplying the requirements among more than one tenderer provided that the rates and other conditions of supply are equal.
- e) Purchaser reserving the right at the time of contract to increase (or) decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

11-B. PACKAGING

The successful tenderer will be asked to pack the items as specified by the Commissioner for Welfare of the Differently Abled, 5, Lady Willingdon College Campus, Kamarajar Salai, Chennai-600 005 depending on the product.

The items shall be supplied in proper packing to prevent damage or deterioration during transit.

12. CONDITIONS REGARDING PRICE BID:

- a) The details of the required items are shown in Annexure VI. The quantity mentioned is only the probable requirement and may increase or decrease as per the decision of the Commissioner for Welfare of the Differently Abled, Chennai-600 005. The rates quoted and finally accepted by the commissioner, should not vary with the quantum of the order made ultimately, by Commissioner for Welfare of the Differently Abled, Chennai-600 005
- b) Tender has been called for items by specification. The tenderers should quote the rates for the items described as per the specification and not in any other trade / brand name. Any addition / omission will result in the rejection of the tender.
- c) Rates should be inclusive of delivery costs at the final destination such as transportation, payment of applicable taxes, duties, insurance, toll, and incidental services. The break up thereof should be given. Products must be delivered at the district head quarters of all 38 districts and price bid should include this cost also.
- d) The price quoted should be all inclusive and no additional claim for the item supplied will be entertained on any account.
- e) No tender for the supply of items with conditions like "AT CURRENT MARKET RATES" shall be accepted and no tender in which the rate is quoted for a unit other

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than the one asked for shall be considered. The deliveries should be made as per the instructions of the Commissioner from time to time.

- f) All inclusive Unit price of each wheel chair shall be the criterion for selection of the lowest bidder.
- g) Follow-up service should be undertaken till the **warranty** period as and when required.
- h) The rates quoted and accepted will be binding on the tenderer for the stipulated period and on no account will any demand for increase in the price be entertained.
- i) No tenderer shall be allowed, at any time on any ground, whatsoever to claim revision of or modification in the rates quoted by him. Clerical error, typographical error etc., committed by the tenderers in the tender forms shall not be allowed to be corrected after opening the tenders. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstance and the tenders of those who have given such conditions shall be treated as incomplete and for that reason alone, the tender shall be summarily rejected.
- j) Any structure change in GST rate of the final product during the supply period may, if there is decrease, will be passed on to SCDA and if there is increase, will be additionally provided to the supplier.

13. SAMPLES:-

- a. The Tenderer should supply one number sample of each items quoted by them in the same day while submitting tender document.
- b. The item supplied as sample should be of the same specifications for which the tender has been quoted. Any deviation from this will result in rejection of the sample. The suppliers should conform to the approved sample.
- c. The sample will be returned to the successful tenderer only after the completion of the supply.

14. CONDITIONS REGARDING QUALITY AND SUPPLY:

- a. The supply should be completed within 30 days from the date of receipt of firm order.
- b. The supplies will be deemed to be completed only on receipt of the supply made in good condition and as per specification certificates from the District Differently abled welfare officers. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the samples do not conform to

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specified standards, the tenderer will be liable for penal action under the existing laws and the entire stock should be taken back by the tenderer within a period of 3 days of the receipt of the letter from the Commissionerate for the Welfare of the Differently Abled, at their cost. The stock shall be taken back at the expense of the tenderer. Commissioner for Welfare of the Differently Abled, has the right to destroy such substandard goods if the tenderer does not take back the goods within the stipulated time. In such case the tenderer shall be blacklisted and no further supplies accepted from him. The tenderer shall not be eligible to participate in the Commissionerate for the Welfare of the Differently Abled tenders for supply of such items for a period of five subsequent years.

- c. Tenderer should mention the name and address of their service back up facilities in Tamil Nadu along with their Tender form & Agreement.
- d. The tenderer should clearly understand that the decision of the Commissioner for Welfare of the Differently Abled, Chennai-5 or any Officer authorized by him as to the quality of the supplied items shall be final and binding.

15. INSPECTION

The Commissioner for Welfare of the Differently Abled, or the Tender Evaluation Committee or his authorized representative(s) has the right to inspect the factories of those companies which have quoted for the tender, before, finalising the rate quoted by them or before releasing any order(s) or at any point of time during the continuance of tender.

16. TERMINATION OF TENDER AND CONTRACT

- a) Commissioner for Welfare of the Differently Abled, Chennai-5 reserves the right to reject the tenders or to accept the tenders for the supply of all articles or for any one or more of the articles tendered for in a tender without assigning any reason.
- b) The Commissioner for Welfare of the Differently Abled, will be at liberty to terminate the contract either wholly or in part on one-week notice if there is a material breach of the contract. The tenderer will not be entitled for any compensation or damage whatsoever on account of such termination. This is apart from the Commissioner claiming damages or compensation for the commission or

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omission on the part of the tenderer or and forfeiting the security deposit, in part or full.

17. PERIOD OF SUPPLY

- a. The supply should be completed within 30 days from the date of receipt of firm order. If no supply is received even after 30 days of receipt of the firm order, such orders stand cancelled automatically without further notice. Penalties as provided under the caption PENALTIES, in this tender condition shall apply to the failing tenderer. He shall also suffer forfeiture of the EMD and Security deposit. However the Commissioner for Welfare of the Differently Abled, may at his discretion can accept delayed supply with appropriate liquidated damages. The quantum of liquidated damages shall be decided by the Commissioner and shall be final.
- b. All the “Smart Phones with Applications to Hearing Impaired and Visually Impaired Persons” should be delivered at District Differently Abled Welfare Office of the concerned Districts all over Tamil Nadu as directed by the Commissioner for Welfare of the Differently Abled, from time to time.
- c. Delivery Certificate and details on entry into the stock Book of the District Differently Abled Welfare Office should be obtained from the concerned District Differently Abled Welfare Officer and same to be submitted along with the bills for payment.
- d. If the tenderer fails to execute the supply within the stipulated time, the Commissioner for Welfare of the Differently Abled, Chennai-05 is empowered to make emergency purchases and claim the difference in total cost between the contract price and the actual price paid by the Commissionerate, from the tenderer in addition to other penal consequences.

18. WARRANTY:-

- a. The supplier shall guarantee that the items supplied are for free from defects arising out of design, materials or workmanship and for trouble-free working for a minimum period of three years from the date of supply. The warranty period for all parts shall be two years. During the warranty period, any defective component should be replaced free of cost by the supplier. Also, any defect notified during this warranty period shall be attended to by the supplier within one week, failing which the same will be carried out by the purchaser at the risk and cost of the supplier.

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19. PROVISIONS REGARDING PAYMENT

- a) No advance payments towards costs of Supply of Items will be made to the tenderer.
- b) Payments towards the Supply of Items will be made only on receipt of the intended quantity in good condition, as per the terms and conditions of the tender documents.
- c) Payment will be made in a month's time after completion of supply.
- d) Upto 10% of the bill of the supplied items will be withheld for effective performance of the contract and the same shall be refunded at the end of completion of the entire lot as per the contract.
- e) If the successful tenderer fails to execute the agreement and / or deposit the required security within the time specified or withdraw his tender after the intimation of the acceptance of his tender has been sent to him owing to any other reason, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposited by him along with the security deposit shall be forfeited. The tenderer will also be liable for all damages sustained by the Commissioner for Welfare of the Differently Abled. The tenderer is liable to pay any difference between the prices accepted by him and those ultimately paid by the indenting authority to procure the items concerned. Such damages shall be assessed by the Commissioner for Welfare of the Differently abled, whose decision is final. The amount so assessed is recoverable from the security deposit and if any excess is due, the same will be recovered from the tenderer by proceeding under the Tamil Nadu Revenue Act 1864 (Madras Act.II of 864 as an arrear of Land Revenue) or under any relevant law.
- f) If any of the articles which the contractor has failed to supply, it will be open to the Commissioner for Welfare of the Differently Abled or to any persons authorized by the Commissioner for Welfare of the Differently Abled on his behalf to purchase a substitute of the said article and to recover from the tenderer the difference, if any between the price or prices of the substituted articles purchased or the money which may have been paid for the same, and the price or prices payable under the contract to the tenderer.

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- g) The opinion of the Commissioner for Welfare of the Differently Abled as to the availability of the article in the local market and as to the nature and quality of the substitute to be purchased is final and binding on the contractor.
- h) No claim of interest on Earnest Money Deposit or Security Deposit shall lie against the Commissioner for Welfare of the Differently Abled, Chennai-5

20. AGREEMENT

- a) The tenderer whose tender is accepted shall execute an agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the tenderer) with the Commissioner for Welfare of the Differently Abled, 5, Lady Willingdon College Campus, Kamarajar Salai, Chennai-600 005 within 7 days from the date of receipt of the intimation by him that his tender has been accepted. The Specimen form of agreement will be supplied by Commissioner for Welfare of the Differently Abled, 5, Lady Willingdon College Campus, Kamarajar Salai, Chennai-600 005.
- b) Notwithstanding the fact whether there is agreement or not, the terms of the tender conditions in the tender document, to which the tenderer has subscribed, by signing each page of the documents of tender conditions, together with the conditions stipulated in the purchase order would prevail.

21. PENALTIES

- a) If the tenderer fails in the due performance of his contract within the time limit or any extension on thereof, the tenderer is liable to any as liquidated damages up to 10% per month of the contract value of such portion of the materials as have not been delivered, because of the delay or because the item could not be used in time or it does not function efficiently, will be levied till the date of delivery of replacement by the tenderer.
- b) If any item supplied by the tenderer has been partially or wholly used after supply and are subsequently found to be in bad condition or unsound or inferior in quality or not as per description or otherwise faulty or unfit for use, then the contract price or prices of such articles or things will be recovered from the tenderer, returning the item, if payment had already been made to him. Otherwise the tenderer will not be entitled to any payment whatsoever for such article. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by Commissioner

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for Welfare of the Differently Abled, Chennai-05 and the tenderer shall be liable for damages for losses sustained by the Commissioner for Welfare of the Differently Abled, Chennai-05 for the reasons culminating in the termination of the contract. Such damages may be recovered personally from that tenderer from his bill or from other money due or become due to him. In the event of such amounts being insufficient the balance may be recovered from Security deposit or from his properties as per rules.

- c) Non performance of contract provisions will disqualify a firm from participating in the tender for the next five years.
- d) In all the above matters relating imposition of penalty, the decision of the Commissioner for Welfare of the Differently Abled, Chennai-05 shall be final and binding.

22. DISPUTE SETTLEMENT:

In case of any litigation or disputes only the Court in Chennai will have Jurisdiction.

23. APPEAL

- a. This tender is governed by the provisions of Tamil Nadu Transparency in Tenders Act 1998 and the Rules there under.
- b. Any tenderer aggrieved by the order passed by the Tender Accepting Authority under section 10 of the said Act, may appeal to the Government within ten days from the date of receipt of order and the Government shall dispose the appeal within fifteen days from the date of receipt.
- c. No Appeal shall be preferred while the tender is in process until tender is finalized and Notification of award is completed by the purchaser.

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ANNEXURE – 1**Ref. Clause No.8 (e)**

Income Tax saral copy for the last 3 years along with copy of pan card of the firm

Year	Income Tax Saral copy
2019-2020	
2020-2021	
2021-2022	

Signature :

Date :

Name of the firm
and address :

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ANNEXURE II**Ref. Clause No.8 (f)****Government of India****And****Government of Tamil
Nadu****Form GST REG-25****Certificate of Provisional Registration**

1.	GSTIN	
2.	PAN	
3.	Legal Name	
4.	Trade Name	
5.	Registration Details under Existing Law	
	Act	
(a)	TIN under Value Added Tax	
(b)	Central Sales Tax Registration Number	
Date		

This is a Certificate of Provisional Registration issued under the provisions of the Act.

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ANNEXURE III**Ref. Clause No.8 (g)****DECLARATION FORM**

I / We

have our Office at

do declare that I/We have

carefully read all the conditions of tender sent to me / us by the Office of the Commissioner for Welfare of the Differently Abled, Chennai, for the tenders floated by him for the "Supply of "Smart Phones with Applications to Hearing Impaired and Visually Impaired Persons" for the tender period from the date of work order and abide by all conditions set forth therein.

I/We further declare that I/We possess valid Licence bearing No.

valid upto.

Signature :

Date :

Name of the firm
and address :

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ANNEXURE IV**Ref. Clause No.8(k)****Proforma for Performance Statement****(for a period of last 3 years)**

Name of firm _____

Name of the product	Year	Name and full address of the purchaser
1.	2.	3.

Signature and seal of the Bidder_____

Details of similar supply made for Government Institutions shall be separately indicated.

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ANNEXURE V

Ref. Clause 2(a)

COMMISSIONERATE FOR THE WELFARE OF THE DIFFERENTLY ABLED, CHENNAI – 05.
SPECIFICATIONS FOR THE “SMART PHONES WITH APPLICATIONS TO HEARING IMPAIRED AND VISUALLY IMPAIRED PERSONS”**2022-2023****Quantity Required - 13750 Nos**

Sl. No.	Name of Item	Specifications
	“Smart Phones with Applications to Hearing Impaired and Visually Impaired Persons	1. Device Specifications <ol style="list-style-type: none"> Android version latest 11 or above, Google GMS certified Screen size 6.2 and above Processor 1.8 Ghz Qualcomm Processor RAM – 4 GB DDR4, Expandable Memory 256 GB Storage – 64 GB Display Type – LCD / Multi touch Battery – Non Removable type c, 5000 MAH and above / Polymer / Lithium-ion Camera – Back – 13 MP and above / Front - 8MP and above Ear / Head phone Jack – 3.5 mm Dual sim 1 plus, sim 2 plus memory slot Location Tracking - GPS, aGPS, GLONASS , GALILEO, BDS (Beidou) Key Remapping facility Sensors – Finger print Scanner, Gyro sensor, Accelerometer Proximity sensor. Network - Volte (Calling) / 3G /4G Wifi – 802.11B/G/N Radiation (SAR) Value – Less than 1.6 W per Kg Bluetooth 4.2 and above Screen Mirroring facility Accessibility features Text to Speech for English and Tamil FM Radio facility

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		<p>2. Apps to be Preinstalled (WCAG 2.1 Complaint) for</p> <ul style="list-style-type: none"> a) Magnification -Visor b) Location finder –Google Maps, lazarillo c) Scan and Read (English and Tamil) – Insta reader, KIBO d) OEM approved Anti – Virus e) Video Calling -Whatsapp f) Word Processor, Spread Sheet, Presentation g) PDF reader h) Epub3 reader-Dolphin Easy Reader i) DIKSHA j) KAVALAN k) Live Transcribe- voice to text l) Sound amplifier ❖ Pre loaded Applications should be ensured not to be installed removed from device even after factory reset <p>3. Accessories</p> <ul style="list-style-type: none"> a) Cover and Casing - Tempered Glasss (GHD), flip cover with silicon base b) 3.5 mm Head set (Ear Phone) with one year warranty of same OEM c) Charger adapter (15 Watts) with cable fast charging capability of same OEM with one Year warranty
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Note: Clear colour photo of the items quoted both soft and hard copies to be provided.

Place::

Name of the Tenderer :

Date

Signature of the Tenderer :

Business Address with Seal:

SIGN AND SEAL OF THE TENDERER

ANNEXURE VI

Ref. Clause 7(v)

COMMISSIONERATE FOR THE WELFARE OF THE DIFFERENTLY ABLED, CHENNAI – 05.
PRICE BID FOR THE “SMART PHONES WITH APPLICATIONS TO HEARING IMPAIRED
AND VISUALLY IMPAIRED PERSONS”**2022-2023****Quantity Required - 13750 Nos****PRICE BID – COVER “B”**

Sl. No.	Name of Item	Specifications	Quantity	Cost per unit inclusive of all applicable Taxes (in figures) Rs.
1	2	3	4	5
	“Smart Phones with Applications to Hearing Impaired and Visually Impaired Persons”	As per Specifications IN Annexure V	13750 Units	

Unit rate at column5 in words (Rs.-----)Place::

Name of the Tenderer

Date

Signature of the Tenderer :

Business Address with Seal:

Note: If there is a discrepancy between the unit rate in figures and words, the least will be considered.**SIGN AND SEAL OF THE TENDERER**

ANNEXURE VII**Ref. Clause No.8(i)****DETAILS OF MANUFACTURING UNIT / DISTRIBUTING UNIT**

Name of the Tenderer & Full Address :

Phone Number :

Fax :

E- Mail :

Date of Inception :

Licence No. & Date :

Issued by :

Valid upto :

Details of manufacturing / facilities :

a) Name of machineries.

b) Nos. Owned

c) Make

d) Capacity

Name of the authorized signatory :

Specimen signature of the authorized
Signatory :**Note:** The details of unit shall be for the premises where the manufacturing of items are actually to be carried out.**SIGN AND SEAL OF THE TENDERER**

ANNEXURE – VIII

Ref. Clause No.8(I)

DECLARATION

I/We _____ having our office at _____
declare that I/We have never been blacklisted by any State Government/Central
Government/or any State/Central PSU.

Signature :

Date: Name :

Place: Designation :

Address of the Tenderer:

Seal of Tenderer :

SIGN AND SEAL OF THE TENDERER

SIGN AND SEAL OF THE TENDERER

SIGN AND SEAL OF THE TENDERER