NAME OF THE PARTY:

LIMITED TENDER

Preamble Of Tender:- Electronics Corporation of Tamil Nadu Limited (ELCOT), a wholly owned Government of Tamil Nadu Undertaking is the Optional Procurement Agency of the Government of Tamil Nadu for procurement of IT related products like Computers, Printers, Other Peripherals and Software as per G.O. Ms. No. 58, Finance (BPE) Department, Dated 16.02.1999. Accordingly, ELCOT has been procuring various IT related products to all the State Government Departments / Boards / Autonomous Bodies etc. As part of the Procurement activities, ELCOT float this tender inviting bid for the Supply of Apple products to AIS Officers under AIS Scheme.

Short Title used in the Tender Document:

- 1. <u>Bidder:</u> Bidder means the party who makes a formal offer in pursuance of the tender floated.
- 2. <u>Successful Bidder:</u> Successful Bidder means the Bidder who becomes Successful through the tender process.
- 3. **<u>Day:</u>** A day means a Calendar Day.
- 4. <u>Purchaser:</u> Purchaser means the end user for whom the procurement is indented through the tender.

a)	Tender No.	ELCOT/PROC/LT/33832/Apple Products/2024-25
b)	Type of Tender	LIMITED TENDER – Single part bid
c)	l endered Items	Supply of Apple products to various Government Departments
d)	Delivery	Various Government Department
e)	Due Date & Time for Submission of Tenders	
f)	Opening Date & Time	08.10.2024 @ 4.00 PM.

Tender Schedule:

EMD: The EMD Amount of Rs. 20,000/- (Rupees Twenty Thousand Only) along with bid should be submitted through a Demand draft drawn in favor of "Electronics Corporation of

Tamil Nadu Limited", Chennai. (OR) through NEFT/RTGS to the Following Bank Account, (or) EMD is waived off for the bidder having valid MSME/NSIC/SSI for the relevant category.

Name of the Bank & Branch	State Bank of India, Saidapet
SBI A/c No.	10610747091
IFS Code	SBIN0000912
MICR No.	600002045

MODE OF DESPATCH: Tenders should be addressed to the MANAGING DIRECTOR – ELCOT (by Designation only) and superscribed with the tender number and sent in sealed cover either by Registered post with acknowledgment due or in person. Tenders received in ordinary cover without a seal will not be considered. Bids received after the due date and Time will not be accepted. Delays in postal transit will not be accepted as a valid reason for late submission. The Tender Document is not transferable to any other bidder.

IMPORTANT NOTE: TENDERER MUST SUBMIT THIS ORIGINAL TENDER DOCUMENT WITH THEIR SIGNATURE, AND SEAL WITHOUT MISSING ANY OF THE PAGES. Price bid must be submitted in the bidder's company letter head.

The tenders received on SPECIFIED DUE DATE & TIME will be opened at ELCOT, 692, Anna Salai, Nandanam, Chennai – 600 035 in the presence of the bidders who choose to be present. If sufficient response is not received on the due date of opening, ELCOT reserves its right to extend the due date for submission of tenders inviting more bids or cancel the tender.

SI.	Product Code	Description
No.		
1.	33832-001	13-inch MacBook Air - 256 GB Space Grey – M2 Chip
2.	33832-002	13-inch MacBook Air- 512GB (Space Grey, Silver, Starlight,
		Midnight)- M2 Chip
3.	33832-003	13-inch MacBook Air - 256 GB Space Grey - M3 Chip
4.	33832-004	13-inch MacBook Air- 512GB (Space Grey, Silver, Starlight,
		Midnight) – M3 Chip
5.	33832-005	11-inch iPad Air Wi-Fi 128GB Space Grey, Pink, Blue, Starlight
6.	33832-006	11-inch iPad Pro Wi-Fi 256GB - Space Black, Silver

Items tendered:

ELCOT/PROC/LT/33832/Apple Products/2024-25

7.	33832-007	11-inch iPad Pro Wi-Fi + Cellular 256GB - Space Black, Silver
8.	33832-ADD-001	STM Brand Bag for 13 Inch Mac Book Air
9.	33832-ADD-002	STM Brand Case for iPad Air 11 Inch M2
10.	33832-ADD-003	STM Brand Case for iPad Pro 11 Inch M4
11.	33832-ADD-004	Apple Pencil Pro

1. <u>Delivery and Installation</u>: Within 15 days from the date of issue of purchase order at the respective purchaser locations.

2. <u>Warranty</u>: 1 year from the date of Supply and Commissioning.

3. <u>Price Bid Evaluation</u>: The Bidder shall submit the offer by filling up all the columns against each item. Partial quote is allowed. The bidder who quotes lowest cost/rate for individual item will be called as L1 bidder for that item. The bidder shall quote the respective add on items where they have not become L1.

4. <u>Security Deposit</u>: (Security Deposit for a value of Rs. 1,00,000/- (Rupees One Lakh Only) payable as SD by way of DD drawn in favor of "Electronics Corporation of Tamil Nadu Limited", payable as Chennai.

5. <u>Validity of the Tender</u>: One year or Rs. 25,00,000/- (including GST) whichever is earlier.

6. <u>Payment Terms</u>: 100% of the total cost of ordered items will be paid by ELCOT on behalf of the purchaser, after receipt of funds from the purchaser, on delivery on proof of delivery of the ordered items.

7. <u>Liquidated Damages for Non-Fulfillment of Purchase Order</u>: 0.25% PER Day on the undelivered portion of the value subject to a maximum of 5%, if the supply, installation and commissioning has not been completed in full within the stipulated delivery period.

8. <u>Penalty for Non-Fulfillment of conditions</u>: In the event of non-fulfillment or nonobservance of any of the conditions stipulated in the tender document and Purchase order, the successful bidder should pay the penalty amount equivalent to 10 (ten) per cent of total value of purchase order or an amount equal to the actual loss incurred by the purchaser whichever is higher. 9. <u>GFR Compliance</u>: The Bidder & OEM shall comply with the GFR with respect to procurement from country which shares a land border with India as per GFR Rules. The Bidder & OEM shall submit Undertaking letter for the compliance of GFR in the format in Appendix 2.

Appendix -1

Restrictions on Public Procurement - Instructions to bidders to be complied

Bidders are requested to comply with the below instructions without fail. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this tender shall be

a) The Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). OR

b) The Registration Committee constituted by Government of Tamil Nadu consisting of the following members:-

1. Managing Director & Chief Executive Officer, Guidance (as Chairman)

2. Additional Chief Secretary to Government (Finance), or his representative

3. Principal Secretary to Government (Information Technology and Digital Services Department) or his representative

4. Principal Secretary to Government (Public Works Department) or his representative

5. Industries Commissioner and Director of Industries and Commerce.

Definitions:

i. "Bidder" for the purpose of the tender(including the term 'tenderer', 'consultant', 'vendor' or 'service provider' in certain contexts) means any persons or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

ii. "Bidder from a country which shares a land border with India" for the purpose of this tender means

a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. However, there are no restrictions in case of procurement of goods or services from the Bidder from those Countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development Projects.

iii. The "Beneficial owner" for the purpose of (ii) above will be as under:

(1) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation –

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twentyfive percent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

(2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(6) An 'agent' for the purpose of this tender is a person employed to do any act for another, or to represent another in dealings with third person.

(7) The Successful Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of a 'Contractor' from a Country which shares a land border with India' shall be as detailed in paragraph (ii) above.

The Bidder & OEM shall have to submit the Undertaking as per Appendix 2. Where applicable, the Bidder & OEM shall have to submit the Certificate of Registration from the Competent Authority.

Appendix – 2 Undertaking for Compliance for GFR Rule

<To be printed on the Bidder letter head>

<Location, Date>

То

The Managing Director, Electronics Corporation of Tamil Nadu Ltd, MHU Complex, II Floor, 692, Anna Salai, Nandanam, Chennai - 600 035.

Dear Sir,

Sub: Undertaking for Certificate of Registration as per GFR Rule – Reg.

Ref: ELCOT/PROC/LT/33832/Apple Products/2024-25

I/We, < Bidder > have read the clause regarding restrictions on procurement from a Bidder which shares a land border with India.

I/We hereby certify that I/We, <Bidder > and any of the OEM whose product are offered in this Tender are not from any such country or, if from such a Country, have been registered with Competent Authority.

I/We hereby certify that I/We in the event of becoming a Successful Bidder shall not subcontract works to any Contractor from a Country which shares a land border with India unless such Contractor is registered with the Competent Authority, as defined vide APPENDIX 5 of the tender document.

I/We hereby certify that I/We fulfil all requirements in this regard and eligible to be considered

For <Bidder> Authorised signature: Name of the authorised person:

Designation:

Name of Bidder:

Stamp of Bidder:

NOTE:

1. Letter shall be submitted on the Letter head of the BIDDER & OEM and shall be signed by the Authorised Signatory.

2. Any deviation would lead to summary rejection of bids.

3. Wherever Applicable, valid Registration certificate obtained from the Competent Authority shall be attached.

SPECIFICATIONS

Item Code	Item Description
33832-001	13-inch MacBook Air - 256 GB Space Grey – M2 Chip

S.No.	Parameter	Specification
1	Display	13.3-inch (diagonal) LED-backlit display with
		IPS technology
2	Processor	Apple M2 chip 8-Core CPU
3	Memory	8GB Unified Memory
4	Storage	256 GB SSD
5	Graphics	8 core GPU with 16- Core Neural Engine
6	Port	Two Thunderbolt / USB 4, MagSafe 3 charging
		port
		3.5 mm headphone jack
7	Warranty	One Year OEM warranty

Item Code	Item Description
33832-002	13-inch MacBook Air- 512GB (Space Grey, Silver,
	Starlight, Midnight)- M2 Chip

S.No.	Parameter	Specification
1	Display	13.6-inch (diagonal) LED-backlit display with
		IPS technology
2	Processor	Apple M2 chip 8-Core CPU
3	Memory	8GB Unified Memory
4	Storage	512 GB SSD
5	Graphics	10 core GPU with 16- Core Neural Engine
6	Port	Two Thunderbolt / USB 4 ports
7	Warranty	One Year OEM warranty

	Item Description
33832-003	13-inch MacBook Air - 256 GB Space Grey - M3 Chip

S.No.	Parameter	Specification
1	Display	13.3-inch (diagonal) LED-backlit display with
		IPS technology
2	Processor	Apple M3 chip 8-Core CPU
3	Memory	8GB Unified Memory
4	Storage	256 GB SSD
5	Graphics	8 core GPU with 16- Core Neural Engine

	6	Port	Two Thunderbolt / USB 4, MagSafe 3 charging
			port 3.5 mm headphone jack
Γ	7	Warranty	One Year OEM warranty

Item Code	Item Description
33832-004	13-inch MacBook Air- 512GB (Space Grey, Silver,
	Starlight, Midnight) – M3 Chip

S.No.	Parameter	Specification			
1	Display	13.6-inch (diagonal) LED-backlit display with IPS technology			
	_				
2	Processor	Apple M3 chip 8-Core CPU			
3	Memory	8GB Unified Memory			
4	Storage	512 GB SSD			
5	Graphics	10 core GPU with 16- Core Neural Engine			
6	Port	Two Thunderbolt / USB 4 ports			
7	Warranty	One Years OEM warranty			

Item Code	Item Description
33832-005	11-inch iPad Air Wi-Fi 128GB Space Grey, Pink, Blue, Starlight

S.No.	Parameter	Specification			
1	Display	11-inch Liquid Retina display LED backlit Multi-			
		Touch display with IPS technology			
2	Processor	Apple M2 chip 8-Core CPU			
3	Memory	8GB Unified Memory			
4	Storage	128 GB SSD			
5	Graphics	10 core GPU with 16- core Neutral Engine			
6	Connectivity	Wi-Fi			
7	Operating System	iPad OS			
8	Warranty	One Year OEM warranty			

	Item Code	Item Description
ſ	33832-006	11-inch iPad Pro Wi-Fi 256GB - Space Black, Silver

S.No.	Parameter	Specification			
1	Display	11-inch Ultra Retina XDR display Tandem			
		OLED			
2	Processor	Apple M4 chip 9-Core CPU			
3	Memory	8GB Unified Memory			
4	Storage	256 SSD			
5	Graphics	10 core GPU with 16- core Neutral Engine			
6	Connectivity	Wi-Fi			
7	Operating System	iPad OS			
8	Warranty	One Year OEM warranty			

Item Code	Item Description
33832-007	11-inch iPad Pro Wi-Fi + Cellular 256GB - Space Black, Silver

S.No.	Parameter	Specification			
1	Display	11-inch Ultra Retina XDR display Tandem			
		OLED			
2	Processor	Apple M4 chip 9-Core CPU			
3	Memory	8GB Unified Memory			
4	Storage	256 SSD			
5	Graphics	10 core GPU with 16- core Neutral Engine			
6	Connectivity	Wi-Fi + Cellular			
7	Operating System	iPad OS			
8	Warranty	One Year OEM warranty			

Nam	Name of the bidder:						
S1.	Product	Description	Qty.	Unit Price	Applicable	Applicable	Unit Price
No.	Code	Description	in	(including	GST in %	GST in Rs.	inclusive
	cout		Nos.	Packing,	0.51 m /0		of GST
			1105.	Forwarding,			(5+7)
				Insurance)			(3 · 7)
				without Taxes			
				Rs.			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	33832-	13-inch MacBook Air	1				
	001	- 256 GB Space Grey					
		– M2 Chip					
2.	33832-	13-inch MacBook	1				
	002	Air- 512GB (Space					
		Grey, Silver, Starlight,					
		Midnight)- M2 Chip					
3.	33832-	13-inch MacBook Air	1				
	003	- 256 GB Space Grey					
		- M3 Chip					
4.	33832-	13-inch MacBook	1				
	004	Air- 512GB (Space					
		Grey, Silver, Starlight,					
		Midnight) – M3 Chip					
5.	33832-	11-inch iPad Air Wi-	1				
	005	Fi 128GB Space					
		Grey, Pink, Blue,					
		Starlight					
6.	33832-	11-inch iPad Pro Wi-	1				
	006	Fi 256GB - Space					
		Black, Silver					
7.	33832-	11-inch iPad Pro Wi-	1				
	007	Fi + Cellular 256GB -					
		Space Black, Silver					
8.		STM Brand Bag for	1				
		13 Inch Mac Book Air					
9.		STM Brand Case for	1				
		iPad Air 11 Inch M2					
10.		STM Brand Case for	1				
		iPad Pro 11 Inch M4					
11.		Apple Pencil Pro	1				
	ADD-004						
		TOTAL					

PRICE BID