



BIHAR MAHADALIT VIKAS MISSION

SCHEDULED CASTE AND SCHEDULED TRIBES WELFARE DEPARTMENT

5th Floor, Land Development Bank, Budh Marg, Patna Pin-800001, Bihar

PHONE NO 0612-2215082

Bmvm.hq@bmvm.org Web: www.mahadalitmission.org

NOTICE INVITING TENDER

PROCUREMENT OF SMART MOBILE

FOR

**BIHAR MAHADALIT VIKAS
MISSION**

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BIHA MAHADALIT VIKAS MISSION
GOVERNMENT OF BIHAR
SCHEDULED CASTE AND SCHEDULED TRIBES WELFARE DEPARTMENT
5th Floor, Land Development Bank, Budh Marg, Patna Pin-800001, Bihar
PHONE NO 0612-2215082
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TENDER NOTICE

Bihar Mahadalit Vikas Mission, SC&ST Welfare Department invites bids in two bid system to meet the **immediate requirement of about 10,000 GPS Based Smart Mobile Phones** to be provided to Vikas Mitra, Head Master and other officers of Bihar Mahadalit Vikas Mission, SC&ST Welfare Department, Government of Bihar during this financial year, from the Original Equipment Manufacturers (O.E.Ms.)/Principal National Distributors/ Bidder authorized by OEM' in India by the undersigned.

Tender Document including terms and conditions, specifications etc can be obtained from the office of Mission Director, Bihar Mahadalit Vikas Mission, SC&ST Welfare Department, Government Of Bihar on all working days (Monday to Friday) between 11.00 hours to 16.00 hours by payment of a demand draft of Rs 1,000/- drawn in favor of Mission Director, Bihar Mahadalit Vikas Mission Payable at Patna. It may also be downloaded from the website www.mahadalitmission.org. in case of a downloaded form D.D of Rs 1,000/- to be attached with the Proposal. The last date for submission of the completed bid will be on or before 16.00 hrs on 22-06-2015 and the technical bids will be opened on 22-06-2015 at 16.30 hrs in presence of the bidders or their authorized representatives.

The undersigned reserves the right to cancel the bid without assigning any reasons.

Sd/-

Mission Director
Bihar Mahadalit Vikas Mission
SC&ST Welfare Department
Government of Bihar

1. TENDER DOCUMENT DATASHEET

Following table brings out the dates for main events of the bidding process for this Tender Document. The Bidder should note that the Purchaser reserves the right to change these dates without assigning any reason at any stage of the bidding process.

Sr.	Information	Details
1.	Name of the Assignment	Selection of Vendor for Purchase of GPS Based Mobile Phone for Bihar Mahadalit Vikas Mission Scheme Monitoring Project Under Bihar Mahadalit Vikas Mission and SC&ST Welfare Department.
2.	Cost of Bid Document	Rs. 1,000/- Paid through DD, in favor of "Mission Director , Bihar Mahadalit Vikas Mission" payable at Patna
3.	Date of Publishing of Tender Document	23 rd May 2015
4.	Date and Time for Submission of Bids	22/06/2015 @ 4:00 PM
5.	Bid Security / Earnest Money Deposit (EMD)	Rs. 5,00,000/-(Rs. Five Lakhs Only) paid through DD or Bank Guarantee in favor of Mission Director, Bihar Mahadalit Vikas Mission
6.	Validity period of Bid Security / Earnest Money Deposit (EMD)	90 Days
7.	Proposal Validity period	90 Days
8.	Date and Time of opening of Pre-Qualification Proposals	22/06/2015 @ 4:30 PM
9.	Addressee and Address at which Bid is to be submitted	Bihar Mahadalit Vikas Mission, 5 th Floor, Land Development Bank, Budh Marg, Patna Pin-800001, Bihar
10.	Contact Person	Shri Indrajit Mukherjee. Asst. Director (Computer) Mobile No :9304940484

1.1. Clarification of Tender Document Documents

Bidder's requiring clarifications on Tender Document documents may notify either by writing to the Purchaser's address or by sending in their queries by electronic mail to official email address. Queries/clarifications should reach the Purchaser 1 days prior to the Pre-Bid date provided in Tender Document datasheet above. Purchaser will respond to queries/clarifications of the Bidders in writing by publishing the responses on its website. Purchaser will have the right not to respond to some or any of the queries at its sole discretion. The Purchaser will not entertain any correspondence regarding delay or non-receipt of clarifications/queries.

1.2. Purchaser's Right to Terminate Tender Process

- a. The Purchaser reserves the right to accept or reject any proposal, and to annul the Tender process and reject all proposals at any time prior to award of contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Purchaser's action. The Purchaser makes no commitment, expressed or implied that this process will result in a business transaction with anyone.
- b. This Tender Document does not constitute an offer by the Purchaser. The bidder's participation in this process may result in Purchaser selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the Purchaser to execute a contract or to continue negotiations. The Purchaser may terminate negotiations at any time without assigning any reason.

1.3. Supplementary Information / Corrigendum / Amendment to the Tender Document

- a. If Purchaser deems it appropriate to revise any part of this Tender Document or to issue additional data to clarify an interpretation of the provisions of this Tender Document, it may issue supplements/corrigendum to this Tender Document. Such supplemental information will be made available on websites www.mahadalitmission.org. **Any such supplement shall be deemed to be incorporated by this reference into this Tender Document.**
- b. At any time prior to the deadline (or as extended by the Purchaser) for submission of bids, Purchaser, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder may modify the Tender Document document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the websites, and these will be binding on all the bidders.
- c. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, Purchaser, at its discretion, may extend the deadline for the submission of bids.

1.4. Language of Proposal

The proposal and all correspondence and documents shall be in English. All proposals and accompanying documents received within the stipulated time will become the property of the Purchaser and will not be returned. The hardcopy version will be considered as the official proposal.

1.5. Disqualification

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this Tender Document:

- a. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.

- b. The bidder qualifies the proposal with his own conditions. Proposal is received in incomplete form
Proposal is received after due date and time at the designated venue.
- c. Proposal is not accompanied by all the requisite documents. If bidder provides quotation only for a part of the project.
- d. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any
- e. Commercial proposal is enclosed with the same envelope as technical proposal
- f. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process. In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.
- g. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within stipulated date of notice of award of contract or within such extended period, as may be specified in the Tender Document.
- h. If the bid security envelope, response to the pre-qualification criteria, technical proposal and the entire documentation (including the hard copies of the same) submitted along with that contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

1.6. Earnest Money/Security Deposit

- a. The General cum Technical Bid should also contain relevant supporting documents and Earnest Money Deposit as per details given below, by Demand Draft / Irrevocable Bank Guarantee (valid for Six month) of any nationalized bank drawn in favour of "Mission Director, Bihar Mahadalit Vikas Mission". Payable at Patna". EMD for this project is Rs. 5,00,000/-(Rupees Five Lakhs only). The Earnest Money Deposit of the unsuccessful bidders will be refunded without any interest within 15 Days from the declaration of L1 bidder.
- b. In the case of bidders whose bids are accepted for undertaking the work assigned for this tender, this successful bidder will submit a Performance Security deposit, which will be equal to 5% (Five percent) of the contract price that the bidder has quoted in his Financial Bid. The same would have to be in form of irrevocable valid Bank Guarantee and would have to be submitted within 15 days from the issuance of the Lol.
- c. Earnest Money Deposit of the successful bidder will be refunded on receipt of Performance Security Deposit from the bidder. Performance Security deposit will be in the form of irrevocable Bank Guarantee drawn in the name of "Mission Director ,Bihar Mahadalit Vikas Mission" valid for the entire warranty period.

2. BID PROCEDURE

The Bidder should submit the proposals in two parts:

1. Technical Bid
2. Financial Bid

- (i) Technical part should contain all such details as mentioned in the Bid Document and it should be kept one envelop marked as “TECHNICAL BID”
- (ii) Financial part should contain the financial bid inclusive of all admissible taxes, duties and levies etc. it should be kept one envelop marked as “FINANCIAL BID”
- (iii) Both these separate sealed and superscripted envelops should then be sealed in a third envelop marked as **“SUPPLY OF GPS BASED SMART MOBILE PHONES FOR BIHAR MAHADLIT VIKAS MISSION, SC&ST Welfare Department”**.
- (iv) If both bids are found in one envelope, those offers will be rejected.

Bid Document may be downloaded from website (www.mahadalitmission.org) in which case the fee of Rs.10,000 in the form of demand draft in favour of “Mission Director, Bihar Mahadalit Vikas Mission” as should be enclosed with the bid document at the time of submission. Offers received without tender fees shall be summarily rejected.

The technical bids will be opened on the same day at 16:30 hours before the authorized representatives of the participating bidders. Late / delayed proposals will not be opened at all. The Right of acceptance / rejection of any offer shall remain reserved with the Society.

3. INTRODUCTION OF PROJECT

Bihar Mahadalit Vikas Mission is an autonomous body under Department of SC & ST Welfare, Govt. of Bihar, constituted with the objective of socio-economic, educational and cultural upliftment of the most deprived section among scheduled caste community. The Mission is working in all the 38 Districts.

3.1. Project Introduction

3.2. Bihar Mahadalit Vikas Mission, SC&ST Welfare Department, Govt. of Bihar has embarked on ambitious plans for enabling in Bihar to deliver end-to-end services to its stakeholders in a user-centric way bringing about high levels of accountability and transparency in its service delivery supported by a high degree of efficiency and effectiveness in the department's internal operations. **It has been proposed that GPS mobile based site inspections would be most effective for periodic monitoring of the works in Bihar Mahadalit Vikas Mission, SC&ST Welfare Department.**

3.3. Objectives of Project

It is envisioned that the proposed solution would be highly effective due to the inherent cut down in reporting time and better quality of field reports with images and GPS location information.

Some of the envisioned outcomes are:

1. Improve in the quality of inspection visit report of Bihar Mahadalit Vikas Mission, SC&ST Welfare Scheme.
2. Improvement in the quality of scheme implementation, asset creation.
3. Real time monitoring and image capture that augments available datasets of beneficiaries
4. Availability of beneficiary level status reports that serve as basis for fund disbursements in Bihar Mahadalit Vikas Mission, SC&ST Scheme.
5. Ascertain convergence benefits.
6. Check unfair practices by making inspection data publicly available.
7. Ensuring accountability of field officers
8. Transparency in fund utilization, disbursement and its record keeping.
9. Better grievance redress mechanism by means of detailed inspection reports with images.

4. SCOPE OF WORK

The successful Bidder(s) will provide the following Scope under this project:

4.1. Supply of Smart Mobile Phones :

The bidder has to supply OEM packed boxes of GPS Based Smart Mobile and additional annual maintenance for 1 year. All goods need to be supplied F.O.R. to the destination mentioned in **Annexure-VIII.and as per Technical Specification mentioned in Annexure -I**

4.2. After sales service of Mobile Phones :

The Manufactures/Supplier will have authorize **service centre/Collection Centre at All 38 Districts in Bihar for the maintenance/comprehensive warranty** of Mobile Phones under this tender. Similarly, the Supplier of Mobile Phones **shall keep at least 2% equipments as spare**, to provide immediate replacement, with the service centre during the warranty and extended warranty period, It will be desirable that minor functional problems of these equipments are taken care of by the service centre only. In case of major & specific problems, respective vendors will have to rectify the defect within the time-limits prescribed in the tender document; others must have to replace with the new one. **In case the Bidder has no presence in above mentioned locations, he/she may furnish an undertaking for establishing the same within 60 days from the awarding of Contract.**

Bihar Mahadalit Vikas Mission will authorize a person from each district for acceptance of delivery of Mobile Phones. Date of distribution of Mobile Phones will be communicated to the supplier and to the end users well in advance. On the communicated date supplier will provide cell phone and take sign off from the end user in presence of the Single Authorized Person. For users who are not able to collect the Mobile Phones on that particular date, the authorized person will give the final sign-off on behalf of those users. Supplier will prepare a "Sign-off Report" and submit it to the Bihar Mahadalit Vikas Mission, SC&ST Welfare Department for Payments and records.

4.3. Delivery Schedule

The project shall be completed within a period of **120 days** from the issue of work order and Agreement for which an activity wise time chart would be prepared and adhered to.

4.4. Packing Delivery & Documentation

The supplier shall provide such packing as is required to prevent damage or deterioration of the goods during transit to their final destination as indicated in the Contract. The packing shall be

sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage. The Supplier shall be responsible for any defect in packing. Delivery of the goods and associated documentation will be done in such manner as may be prescribed by the Purchaser in the Contract.

4.5. Insurance

All costs related to insurance (if any) shall be borne by the supplier for goods supplied under the Contract against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

4.6. Transportation

The entire cost of carriage/transportation from the port of discharge to the destination shall be borne by the Supplier.

4.7. Literature and Instruction

Sufficient number of copies of illustrated literature and instruction books regarding the installation, handling, maintenance and use of the Goods at each station shall be supplied by the supplier as part of the Contract price before dispatch of the first assignment.

4.8. Standards

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and the latest improvements incorporated after the finalisation of contract, but before the dispatch.

4.9. Patent Rights of the Goods

The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.

4.10. STANDARD RFP CLAUSES

- a. In the event the Bidder / company or the concerned division of the Bidder's Company is taken over / bought over by another company, all the obligations under the agreement with Bihar Mahadalit Vikas Mission, SC&ST Welfare Department., should be passed on for compliance by the new company in the negotiation for their transfer.
- b. The Bidder will have to enter into written agreement with Bihar Mahadalit Vikas Mission, SC&ST Welfare Department. for honouring all aspects of fair trade practices in executing the purchase orders placed by Bihar Mahadalit Vikas Mission, SC&ST Welfare Department. by responding to this tender.

- c. Change in Product Name: If the name of the product is changed for describing substantially the same in a renamed form, then all techno financial benefits agreed with respect to the original product, shall be passed on to Bihar Mahadalit Vikas Mission, SC&ST Welfare Department. and the obligations with Bihar Mahadalit Vikas Mission, SC&ST Welfare Department. taken by the Bidder with respect to the product with the old name shall be passed on to the product so renamed.
- d. The system must be supplied in full as per specified configuration for acceptance. The acceptance tests will include the running of the evaluation test as conducted during selection of the bidder. The system must give same performance results as shown during initial benchmark/evaluation tests. The delivered systems, in addition to meeting the evaluation test, should also contain the same subsystem (Branch/Manufacturer) as were given at the time of initial evaluation tests. Failure to fulfil any of the above-mentioned conditions will entail damage, deduction or cancellation of the purchase order along with forfeiture of the EMD/Security Deposit.
- e. A pre-receipted bill shall be submitted in triplicate in the name of Bihar Mahadalit Vikas Mission, ST & SC Department or designated authority. It shall be done soon after the delivery along with a copy of the duly receipted delivery challan. The payment of the bills will be made after complete delivery/testing as per schedule and acceptance of the systems and on submission of Performance Bank Guarantee.
- f. On completion of the warranty period, the performance bank Guarantee shall be released after satisfying that proper free warranty support has been provided during warranty period of one year for all the supplies. If considered necessary, suitable amount of penalty shall be recovered from the bidder or from their security deposit as mention in SLA, while releasing the security deposit. After expiry of warranty, Bihar Mahadalit Vikas Mission, SC&ST Welfare Department. or designated authority will either enter into Annual Maintenance Contract with the supplier for post-warranty maintenance of the system or maintain them in-house or enter into Annual Maintenance Contract with third party. In case Bihar Mahadalit Vikas Mission, SC&ST Welfare Department. or designated authority opts to maintain the systems in-house or through third party, the bidder shall make available to Bihar Mahadalit Vikas Mission, SC&ST Welfare Department . or designated authority all necessary spares, same or equivalent spares without affecting the compatibility or performance of any part of the system, for a period of at least two years from the expiry of the warranty period.
- g. This shall be binding on the Bidder/Manufacturer under the terms and conditions of the purchase order to be placed on finalization of the tender process. Hardware vendor should provide all kinds of after sales support during the warranty period.

4.11. Force Majeure

Neither party shall be responsible to the other for any delay or failure in performance of its

obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the Bidder shall promptly notify Bihar Mahadalit Vikas Mission, SC&ST Welfare Department in writing of such condition and the cause thereof. Unless otherwise directed by Bihar Mahadalit Vikas Mission, SC&ST Welfare Department, the successful bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

5. PRE- QUALIFICATION CRITERIA OF BIDDERS

Keeping in view the complexity & volume of the work involved, the following criteria are prescribed:

- A. Projects executed for bidder's own or bidder's group of companies or bidder's consortium companies shall not be considered.
- B. The Bidder must submit self attested copies of Service Tax , VAT ,PAN Card , registration of firm/Incorporation as per act.
- C. Association Arrangements, Joint Ventures or Sub-contracting with other Agencies/Firms is not permitted
- D. The Bidder should be profitable in during the last three financial years and Net worth of Company should be positive. Also Bidder Should 5 year Old firm as on 31/03/2015.
- E. Turnover criteria-
 - 1. The annual turnover (in terms of sales of Tablet/Mobile Phones) of the bidder who supplies Mobile Phones should be minimum of Rupees 5 Crores per annum for the last 3 years.
 - 2. The annual turnover (in terms of sales of Tablet /Mobile Phone equipments) of the OEM whose Mobile Phones are being supplied should be minimum of Rupees 1000 Crores per annum from Mobile handset Business in India for the last 3 years.
- F. The OEM/Manufacturer should be ranked in best of Ten Mobile Brands for Indian market in terms of Revenue and Quality control.
- G. Order Value criteria - Experience of supplying in terms of sales of Tablet PC/Mobile Phone/communication and security based items of order value(In any of the year of the last three financial years) of: Rs. 1 Crores in single order ,or Rs 0.50 Crores in two order in any State or central Govt.
- H. The bidder should not have been blacklisted by any State / Central Government in India for corrupt, fraudulent or any other unethical business practices or for any other reason. Bidder should submit the affidavit along with technical document.
- I. The bidder must be able to submit the Sample of Products as per customer requirement.
- J. Quality Certifications: OEM /Bidder Should be ISO9001 , ISO 14001 Certified. All self attested copy of certificate should be enclosed with tender.

6. SELECTION PROCEDURE - OPENING AND EVALUATION OF BIDS

6.1. Bid Evaluation

6.1.1. Evaluation of Bids

A duly constituted Tender Cum Purchase Committee (TCPC) shall shortlist the Technical Bids on the basis of Technical Parameters. The names of short listed bidders will be communicated to the respective bidders only whose Technical bids are found suitable for opening the financial bids. The Financial/Commercial bids will be evaluated by a duly constituted Tender Cum Purchase Committee (TCPC). **The OEMs / bidders, who are not registered with Bihar Sales Tax, if selected, should get themselves registered with Bihar Sales Tax before receiving award of contract or purchase order or else they will have to pay requisite tax.**

6.1.2. Technical Bid evaluation process will be as follows:

- a. The Technical Bids shall be **opened at per data sheet** or on any other later day and time fixed in the O/O Mission Director, Bihar Mahadalit Vikas Mission, SC&ST Welfare Department in the presence of representatives of the Bidders who may choose to attend the proceedings. The representatives of Bidders will sign a register in evidence of their presence.
- b. The prospective bidder must comply with general qualifications and eligibility criteria mentioned below. In case the bidder does not fulfill the eligibility criteria, such bids will be rejected and shall not be considered for further evaluation.
- c. In the first instance, envelopes super scribed with the words 'Technical Bid' only will be opened, and eligibility of each Bidder will be ascertained. Commercial Bids of only those Bidders shall be opened who are found to be eligible as per the criteria laid down in clause.
- d. The envelopes containing Technical Bids of only the Eligible Bidders will be opened in the presence of all Bidders or their authorized representatives.
- e. In case, less than two participating bidders qualify on technical criteria, then the SC&ST Welfare Department, at its sole discretion, may qualify three (total) bidders on the basis of the lowest deviations. The decision of SC&ST Welfare Department in this regard shall be final and conclusive.
- f. The Bihar Mahadalit Vikas Mission, SC&ST Welfare Department may, at its sole discretion, decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately, if such normalization exercise as part of the technical evaluation is carried out.
- g. Bidders who are shortlisted based upon technical criteria may be asked, if necessary, to make a presentation/ demonstration on their product / solution at SC&ST Welfare Department HO, at their

own cost. Bihar Mahadalit Vikas Mission, SC&ST Welfare Department will finalize appropriate and suitable technologies on the basis of proposed product / solution. Bihar Mahadalit Vikas Mission, SC&ST Welfare Department in its best interest reserves the right to reject / modify the proposed product / solution.

- h. All technically qualified bidders will be evaluated based upon their commercial offers. The bidder offering lowest commercials will be considered as the successful bidder for award of contract. This commercial comparison shall be made based upon the technical proposal of the Bidder.
- i. Opening of Bid Security: After various aspects are checked and the Bidder is found eligible on the basis of techno-financial parameters, the envelope containing Bid Security shall be opened. The Eligible Bidders who have given Bid Security also will be deemed to be substantially Responsive for the purpose of opening Commercial Bid.

6.2. Empanelment of Companies

- a. All the proposals received will be scrutinized to assess the eligibility based on the qualifying criteria. Those proposals which do not meet the qualifying criteria will be rejected, forthwith, or at any stage of detection.
- b. The companies will be evaluated based on the qualifying criteria.
- c. The final selection of the companies for empanelment will be done by the committee based on criteria mentioned in technical form.
- d. Bihar Mahadalit Vikas Mission, SC&ST Welfare Department reserves the right to increase or decrease the qualifying marks for technical evaluation in case of greater competition or most of the applying agencies receiving less than the stipulated score for the purpose. Accordingly the weight-age financial score will be decreased or increased for Financial Evaluation.

7. PUBLIC OPENING OF FINANCIAL BIDS

- 7.1.** At the public opening of Financial Bids, Bidder representatives who choose to attend will sign an Attendance Sheet.
- 7.2.** Each Financial Bid will be checked to confirm that it has remained sealed.
- 7.3.** The Authority's representative will open each Financial Bid. Such representative will read out aloud the name of the Bidder and the total price shown in the Bidder's Financial Bid. This information will be recorded in writing by the Authority's representative.

7.4. Financial Evaluation Process

The F.O.R. destination price for OEM packed boxes of Smart Mobile Phone (including two year comprehensive warranty) should be quoted in Indian rupees. The price quoted is inclusive of Excise duty, Sales Tax / VAT and all other statutory taxes as applicable, failing which these are not payable extra. Financial bid will be evaluated on the basis of Gross Bid Value which is sum total of F.O.R. destination Price.

7.4.1. Evaluation and Comparison of Commercial Bids

- i. The Bidders are required to complete their Commercial Bid in _____. The bid value must include all levies and duties including customs duty, excise duty, sales tax/VAT, service tax etc. However it is preferred that OEM or their Authorized partner shall have dump/depot in the state of Bihar. If there is a reduction in any of the statutory duties and levies before the dispatch of goods, the benefit of the same will be passed on to the Purchaser.
- ii. Price quoted in _____ will be treated as final amount and will be used for the comparison of bid during financial evaluation.
- iii. The Bidder shall not quote prices subject to any conditions. Bids containing any conditional prices may be rejected or the Purchaser may take a final decision in its discretion about such conditionality.
- iv. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total shall be corrected. If the Bidder does not accept the corrections of errors, its bid will be rejected. If there is any discrepancy between word and figures, the amount in words will prevail.

7.5. Award Of Contract

- i. **Award of contract will be made to the lowest Bidder (L 1).**
- ii. Post Qualification: The lowest Bidder can be denied the right of continuing with the contract, if the equipment being supplied by him, fails the standard performance criteria. In such an event, the next lowest bidder (L-2) shall be considered.

7.6. Notification of Award:

Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder in writing by speed post or Fax or email that his Bid has been accepted. The liability of the supplier(s) to deliver the Goods and perform the services will commence from the date of notification of Award. The Delivery Period shall be counted from the date of 'Notification of Award of Contract'. The "date of delivery" shall be the date on which the equipment /material is received at the destinations. Upon the successful Bidders' furnishing of performance security, the purchaser will promptly notify each unsuccessful Bidder and will refund their Bid Security.

7.7. Selection of Vendor:

The lowest quotation identified amongst all the financial bids would be derived on the basis of the lowest financial bid if all the features in the specifications of RFP are attested by the Tender Cum Purchase Committee (TCPC) to be present. The decision of SC&ST Welfare Department arrived at as above will be final and no representation of any kind will be entertained on the above said. The issuance of a Letter of Intent (LOI) in favor of the successful bidder would be co-terminus with the Awarding of the Contract for this Tender.

7.8. Signing of Contract: After the Purchaser notifies the successful Bidder(s) that his 'Bid' has been accepted, the Purchaser will sign an agreement (described as Contract herein after) with the successful Bidder on mutually agreed terms for efficacious implementation of the order. The Purchaser's liability of taking the goods from the selected supplier (s) shall commence only from date of signing the date of the Contract

7.9. Validity of Bids

The bid should be valid for a period **of 90 days** from the opening of the Proposal. The EMD shall be forfeited:

- i. If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form.
- ii. In case of a successful Bidder, if the Bidder denies to accept the work.
- iii. No exemption for submitting the EMD will be given to any Company or organization including Government companies.

7.10. Contents of envelopes:

- a. **It will be a two envelope bid comprising of technical bid and financial bid.**

b. First envelope shall be marked as Envelope No. 1 Technical Envelope and shall contain:

- ✓ Demand Draft/Bank Guarantee for Earnest Money Deposit (EMD) of 5,00,000.00
- ✓ The draft for non-refundable cost of bid document worth Rs.1000/- if not deposited earlier
- ✓ All the documents establishing Bidder's eligibility and qualification mentioned in Section II of the Proposal.
- ✓ Detail Technical Proposal, leaflet, technical specifications, compliance, Certifications.

c. 2nd envelope should contain financial bid in the prescribed format attached with the tender document on Company Letterhead with Signed and Stamped.

7.11. SUBMISSION OF BIDS

a. Sealing and Marking of Bids

The Bidders shall seal the envelope No.1 Technical envelope and envelope No.2 Financial envelope in separate inner envelopes, duly marking the envelopes as envelope No.1, "Technical BID" and "Envelope No 2" .Financial BID He shall then place these two envelopes in an outer envelope. Both the inner envelopes and the outer envelope should be addressed to:

Address:-

Mission Director

Bihar Mahadalit Vikas Mission

SC&ST Welfare Department

5th Floor, Land Development Bank, Budh Marg, Patna-800001 Bihar (India)

The inner and outer envelopes shall bear the words:

"TENDER FOR SUPPLY OF GPS BASED SMART MOBILE PHONE FOR Bihar Mahadalit Vikas Mission, SC&ST Scheme MONITORING "

Both the inner envelopes shall indicate the name and address of the Bidder. If the outer envelope is not sealed and marked, the tender will be summarily rejected. Telex, cable or facsimile bids will be rejected.

7.12. Interpretation of the clauses in the Proposal Document / Contract Document

In case of any ambiguity in the interpretation of any of the clauses in Proposal Document or the Contract Document, interpretation of the Society shall be final and binding on all parties.

7.13. Decision Taken

The decision taken by the Society in the process of Proposal evaluation will be full and final and binding on all the bidders.

7.14. Acceptance

The Acceptance Tests, which shall involve testing of Mobile Phones with test data, shall be conducted by the Bidder in the presence of a person's nominated by the Society.

7.15. Termination for Default

The Society may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Solution Provider, terminate the Contract in whole or part:

- i. If the Vendor fails to deliver any or all of the Software solutions within the period(s) specified in the Contract,
- ii. If the Vendor fails to perform as per the performance standards.
- iii. If the Vendor, in the judgment of the Society has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

7.16. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Patna courts only.

7.17. Taxes and Duties

The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes, duties and levies as applicable up to the completion of job. Any increase in the rates will not be allowed.

7.18. Binding Clause

All decisions taken by the Society Purchase Committee regarding the processing of this Proposal and award of contract shall be final and binding on all concerned parties.

7.19. Bihar Mahadalit Vikas Mission, reserves the right -

To verify, modify, revise, amend or change any of the terms and conditions mentioned above or to reject any or all the Proposal/s without assigning any reason whatsoever thereof or may terminate the Proposal process midway without assigning any reason. **The Decision regarding acceptance of Proposal by the Society will be full and final.**

7.20. Payment Terms

S.no	Payment %	Description of payment /Miles stone
1	10%	Mobilization advance in the form of bank guarantee of same amount.
2	98%	On Successful Delivery (Original, Duly sealed & signed), and verification thereof at the specified locations at districts. The bills for payment would only be raised by the bidder after Delivery .Claim for first installment shall be staked by the Supplier when he has supplied Minimum 500 Nos. of equipments (i.e. at least 500 Mobile Smart Phones) and after receipt of duly acknowledged delivery challan (s) and invoice(s).
3		BG will be submitted in the Standard format of the Bank.

8. ANNEXURE I: SMART MOBILE PHONE SPECIFICATION AND COMPLIANCE

SR. NO	SPECIFICATION	SPECIFICATION OF SMART MOBILE PHONE	Compliance (Y/N)
1	DISPLAY RESOULTION	4.0" OR BIGGER	
2	PROCESSOR	DUAL CORE 1.2 GHZ OR HIGHER	
3.	DUAL SIM	DUAL SIM (WITH STANDBY)	
4.	OPERATING VERSION	ANDROID V4.4 KITKAT LATEST VERSION	
5.	MEMORY	4GB, EXPANDABLE UP TO 32GB OR MORE	
6.	CONNECTIVITY	GSM – 900/1800/1900 3G WI-FI DIRECT BLUETOOTH 4.0 USB CONNECTIVITY EDGE DIRECT VIDEO CALLING	
07	CAMERA	5MP BACK CAMERA OR ABOVE	
08.		VIDEO RECORDING FACILITY	
09.	NAVIGATION TECHNOLOGY	GPS WITH GOOGLE MAPS AND GEO TAG	
10.	BATTERY	1500 MAH OR BETTER	
11.	CE CERTIFICATION	REQUIRED	
12.	GOOGLE CERTIFICATION	REQUIRED	
13.	ROHS & SAR COMPLIANCE	REQUIRED AS PER GOVT. OF INDIA REGULATION STANDARD	
14	INTERNET/ BROWSER	ANDROID BROWSER, GOOGLE CHROME	

9. ANNEXURE II: DEVIATION STATEMENT

1	2	3	4	5	6
Sl. No.	Description of work	Clause of Proposal condition	Originally stated condition in the Proposal	Offered condition in the bid	Deviations in columns 4 & 5
1					
2					
3					
4					

(Signature)

Printed Name and Designation

Seal

Date

Place

Business Address:

Note: In case of no deviation, NIL statement in the above Performa should be submitted. At the risk of repetition, it is mentioned that if this statement is not enclosed with the bid document, it would be presumed that the bidder have agreed with all terms and conditions in their entirety.

10. ANNEXURE IV RESPONSIBILITIES OF THE SC&ST WELFARE DEPARTMENT:

- a) Nominating a nodal officer for the project to coordinate with the Solution Provider and to provide required information.
- b) Checking the Quality of Service (QOS) provided by the Solution Provider.
- c) Facilitating the Solution Provider during the course of the project for necessary information and support.
- d) Providing GPRS/EDGE/3G enabled Anriond /IOS /Windows based Mobile Phone to Departmental Officer.
- e) Providing Space for training at District Offices.

11. ANNEXURE V DEFINITIONS

In this document, the following terms shall have following respective meanings:

1. **“Acceptance Test Document”** means a mutually agreed document, which defines procedures for testing the “Mobile application System” against requirements laid down in the Tender Document.
2. **“Agreement”** means the Agreement to be signed between the successful bidder and SC&ST Welfare Department including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the Tender Document, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
3. **“Authorized Representative”** shall mean any person authorized by either of the parties.
4. **“SC&ST Welfare Department”** means SC&ST Welfare Department GoB
5. **“Bidder”** means any Company offering the solution(s), service(s) and /or materials required in the Tender Document. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom Bihar Mahadalit Vikas Mission, SC&ST Welfare Department signs the agreement for rendering of supply of mobile phones.
6. **“Contract”** is used synonymously with Agreement.
7. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value or influence the action of an official in the process of Contract execution.
8. **“Default Notice”** shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
9. **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Government of Bihar of the benefits of free and open competition.
10. **“Good Industry Practice”** shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Bidder engaged in the same type of undertaking under the same or similar circumstances.
11. **“GOB”** means Government of Bihar.
12. **“GoI”** means Government of India.
13. **“Implementation Period”** shall mean the period from the date of signing of the Agreement and up to the issuance of Final Acceptance Certificate.
14. **“Law”** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Bihar or any other Government or regulatory authority or political subdivision of government agency.
15. **“LOI”** means issuing of Letter of Intent, which shall constitute the intention of the Tenderer to place the Purchase Order with the successful bidder.

16. **“NIC”** means National Informatics Centre.
17. **“Party”** means Department of Rural Development or Bidder, individually and Department of Rural Development “Parties” mean and Bidder, collectively.
18. **“Period of Agreement”** means 3 years from the date of final acceptance of the Mobile Delivery.
19. **“Proposal”** means the Technical Proposal and the Financial Proposal, .i.e., complete proposal for the Supply of Mobile System.
20. **“Request for Proposal (Tender Document)”**, means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
21. **“Requirements”** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Tender Document.
22. **“Sub-Contracting”** means any person/Agency to whom any part of work under the agreement is sub-contracted by the Bidder
23. **“Service”** means provision of Contracted service viz. Maintenance and associated services for Mobile System as per this Tender Document.
24. **“Service Down Time”** (SDT) means the time period when specified services with specified technical and operational requirements as mentioned in this document are not available to Bihar. The services shall be operational on all days of a year and 24-hours/ day with in the uptime specified in the Service Level Agreement (SLA). The services and applications are considered as operational when all equipments and software application at all tiers/ levels are working, providing all/ specified services as mentioned in full capacity at all locations Service framework.
25. **“Tenderer”** means the agency/Department who has issued the tender, in present context Purchase of Mobile Phones by Bihar Mahadalit Vikas Mission, SC&ST Welfare Department.
26. **“Termination Notice”** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
27. **“Third Party Agency”** means any agency other then the successful bidder, appointed by Bihar Mahadalit Vikas Mission, SC&ST Welfare Department Limited for monitoring the Mobile Application during commissioning and operation.
28. **“Uptime”** means the time period when specified services/network segments with specified technical and service standards as mentioned in this Tender Document are available to Government of Bihar. The uptime will be calculated as follows: Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter.
29. **“%Uptime”** means ratio of ‘up time’ (in minutes) of Mobile Phones, in a quarter to total time in the quarter (in minutes) multiplied by 100.
30. **“Intellectual Property”** includes inventions (whether patentable or not), patents, patent applications, registered designs and applications thereof, copyright material including computer software, technical information and know-how.

12. ANNEXURE VI VENDOR UNDERTAKING

UNDERTAKING BY THE VENDOR

I have read all the terms, conditions, enclosures and the whole tender document No..... Dated)
(page number 1 to page number – ___) and **corrigendum (if any) No....., Dated.....(page no1 to page no.....)**
and understood the contents. As a token of acceptance of all the terms of tender, I am hereby submitting the
entire tender document and the full corrigendum in Signed and stamped hardcopy. I am also authorized by my
firm to fill in this tender and therefore I am submitting this in the form of undertaking. Apart from that agree
to abide by the following:

- a. Certificate of satisfactory past performance (last 3 years) has been enclosed.
- b. We will ensure that a minimum of 98% uptime, calculated on an annual basis is achieved for the supplied items.
- c. We shall give benefit of any price reduction found by the time of placing the supply order.
- d. We agree to accept partial order if it is placed.
- e. We have quoted rates of items for 1 year comprehensive warranty, with spare and labour. We agree to maintain/support the quoted items after warranty period as well.
- f. In case the item quoted is imported, direct shipment of the entire items including add-ons from OEM, is ensured & would be provided. It is undertaken that no item supplied is used/reprocessed or refurbished in any manner either in part or otherwise.
- g. The above document is executed on ___/___/2014 at (place) _____ and we accept that if anything out of the above information is found wrong, our tender shall be liable for rejection.
- h. We hereby undertake that all the components/parts/assembly is original and no duplicate parts are used in the entire manufacturing process.

Name of Person: _____

Complete Address: _____

Signature of the Bidder

Date

13. ANNEXURE VII : UNDERTAKING OF AUTHENTICITY FOR SUPPLY OF OEM PACKED BOXES OF MOBILE PHONE

To,
Mission Director
5th Floor, Land Development Bank,
Budh Marg, Patna – 800001 Bihar (India)

Sub: Supply of OEM Packed Boxes of Mobile Phones.

Ref: 1. Your Purchase Order Nodated

2. Our invoice no/Quotation nodated

With reference to the OEM Packed Boxes of Mobile Phones being supplied/quoted to you vide our invoice no/quotation no/order no. Cited above.....

We hereby undertake that all the components/parts/assembly/software used for OEM Packed Boxes of Mobile Phones supplied is from respective OEMs of the products and that no refurbished/duplicate/second hand components/ parts/ assembly/ software are being used or shall be used.

In case of default and we are unable to comply with above at the time of delivery or during installation of OEM Packed Boxes of Mobile Phones, we agree to take back the OEM Packed Boxes of Mobile Phones without demur, if already supplied and return the money if any paid to us by your in this regard.

We (system OEM name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre/Reseller/Sl etc.

Authorized Signatory.

Name:

Designation

Place

Date

14. ANNEXURE VIII: DELIVERY LOCATION AND QUANTITY

Tentative list of GPS Based Mobile Phones to be provided at following district:

Sr.	District Name	Unit to be Supplied	Duration of Supply
1	Patna		
2	Nalanda		
3	Bhojpur		
4	Rohtas		
5	Buxar		
6	Kaimur		
7	Muzaffarpur		
8	East Champaran		
9	West Champaran		
10	Sitamarhi		
11	Sheohar		
12	Vaishali		
13	Saran		
14	Siwan		
15	Gopalganj		
16	Darbhanga		
17	Madhubani		
18	Begusarai		
19	Samastipur		
20	Saharsa		
21	Madhepura		
22	Supaul		
23	Purnia		
24	Katihar		
25	Araria		
26	Kishanganj		

27	Bhagalpur		
28	Banka		
29	Munger		
30	Jamui		
31	Khagaria		
32	Lakhisarai		
33	Sheikhpura		
34	Gaya		
35	Nawada		
36	Aurangabad,		
37	Jehanabad		
38	Arwal		
	TOTAL ESTIMATED MOBILE PHONE		

Note: Detailed address of the delivery points and SPOC for each district will be provided at the time of signing of agreement.

15. ANNEXURE IX :MANUFACTURER'S AUTHORIZATION FORM

Date

To,

Mission Director

5th Floor, Land Development Bank, Budh Marg

Patna – 800001 Bihar (India)

Subject : Authorization to a distributor for tender No. _____

Dear Sir,

Please refer to your Notice Inviting Tenders for procurement of GPS based mobile phones.

M/S _____ (Bidder), who is our reliable distributor for the last years, is hereby authorized to quote on our behalf for this prestigious tender.

M/S _____ (Bidder) is likely to continue as our business partner during years to come. We undertake the following regarding the supply of all the equipments and related software as described in this tender.

The Mobile Phone equipment supplied in this tender shall be manufactured by us as per the specifications required by the Purchaser. M/S _____ (Bidder) shall not be allowed to do any hardware integration on our machines.

The equipment supplied will not be under end of life/ end of sale within the duration of project .(i.e. within period of 2 years' warranty). Also the supplied equipments in this project should not be declared end of support within Three years of its installation in this Project. In case it happens will have to replace that equipment with an equivalent new equipment of same make, free of cost.

Name : _____

Designation

Manufacturer or OEM Company Name

Date