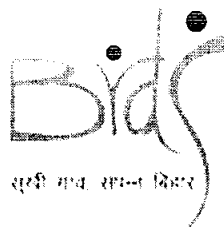


TENDER DOCUMENT
For
SUPPLY & DELIVERY OF ANDROID BASED MOBILE HANDSET

Issued by



Bihar Rural Development Society
Rural Development Department
Government of Bihar

BIHAR RURAL DEVELOPMENT SOCIETY
RURAL DEVELOPMENT DEPARTMENT
MAIN SECRETARIAT
PATNA 800 015 (BIHAR)

Handwritten signature

Table of Contents

1. TENDER DOCUMENT DATASHEET	5
1.1. Clarification of tender document/ documents.....	6
1.2. Purchaser's right to terminate tender process.....	6
1.3. Supplementary information / corrigendum / Amendment to the tender Document	6
1.4. Language of proposal.....	7
1.5. Disqualification	7
1.6. Earnest Money/Security Deposit.....	8
1.7. General Terms & Conditions.....	8
2. INSTRUCTION TO BIDDERS & BID PRECEDURE.....	9
2.1. Eligible Bidders	9
2.2. Eligible Goods:	9
2.3. Preparation and Submission of Bid Documents:	9
2.4. Documents Establishing Technical Specifications	10
2.5. Period of validity of Bids	10
2.6. Delivery Schedule	10
2.7. Alternative Proposal by Bidders	10
2.8. Format & Preparation of Bid	11
2.9. Submission of Bids	11
2.10. Bid Opening & Evaluation	11
2.11. Variation in Quantity	13
2.12. Notification of Award	13
2.13. Performance Security	13
2.14. Signing of contract	13
2.15. LEGAL JURISDICTION:	14
2.16. TAXES AND DUTIES	14
2.17. BINDING CLAUSE	14



2.18.	PAYMENT TERMS:	14
2.19.	After Sales Service of mobile phones	15

BIHAR RURAL DEVELOPMENT SOCIETY
(BRDS)

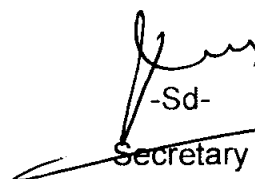
RURAL DEVELOPMENT DEPARTMENT GOVERNMENT OF BIHAR
MAIN SECRETARIAT PATNA - 800015 BIHAR (INDIA)

TENDER NOTICE

BRDS invites bid in two bid system to meet **the immediate requirement of about around 21200 GPS based smart mobile phones** to be provided to field surveyor/Employees of Rural Development Department, Government of Bihar during this financial year, from the Original Equipment Manufacturers (OEM) or Authorized Dealer (AUD) / Distributor of OEM.

Tender document including terms and conditions, specifications etc. can be obtained from the office of CEO BRDS, Rural development 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 10,000/- drawn in favour of CEO BRDS payable at Patna. It may also be downloaded from the website www.rdd.bih.nic.in in case of a downloaded form D.D of Rs 10,000/- to be attached with the proposal. The last date for submission of the completed bid will be on or before 15.00 hrs on 03-09-2014 and the technical bids will be opened on 03-09-2014 at 15.30 hrs in presence of the bidders or their authorized representatives.

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


-Sd-
Secretary 14/8/14
Rural development Department
Government of Bihar
Main Secretariat
Patna 800 015

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.

Name of the Assignment	Selection of vendor for purchase of GPS based mobile phone for monitoring projects under BRDS.
Cost of Tender Document	Rs. 10,000 in the form of a demand draft to be drawn in favour of CEO, BRDS, Patna, payable at Patna.
Earnest Money Deposit	Rs. 10,00,000/ (Rupees Ten Lakhs only) in the form of a demand draft to be drawn in favour of CEO, BRDS, Patna, payable at Patna or Bank Guarantee in favour of CEO, BRDS, Patna
Date of Publishing of Tender document	August 14 th , 2014
Last date for seeking clarification & Pre-Bid Meeting	August 27 th , 2014, 3:30 PM
Last Date and time for Bid Submission	September 3 rd , 2014 @ 3:00 PM
Validity period of Bid security / Earnest Money Deposit EMD)	90 Days
Proposal validity period	90 Days
Address at which Bid is to be submitted	President, BRDS, Rural Development Department, Main Secretariat, Patna 800 015 The Bid is required to be submitted in person along with all specified documentation, tender fees and EMD. Bidder is requested to obtain due acknowledgement of submission of proposal.
Opening of Pre-Qualification Bids	Date: August 21 th , 2014 Time: 3:00 PM Place: Office of The President, Bihar Rural Development Society, Rural Development Department, Government of Bihar, Main Secretariat, Patna 800015
Date, Time & Place of opening of Bid	Date: September 12 th , 2014 Time: 4:00 PM Place: Office of The President, Bihar Rural Development Society, Rural Development Department, Government of Bihar, Main Secretariat, Patna 800015
Method of selection	Least Cost Method



1.1. CLARIFICATION OF TENDER DOCUMENT/ DOCUMENTS

Bidder's requiring clarification on tender documents may notify either by writing to the purchaser's address or by sending in their queries by electronic mail to rlrsec-bih@nic.in Queries/clarifications should reach the purchaser three 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 of 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 provision of this tender document, it may issue supplements/corrigendum to this tender document. Such supplemental information will be made available on website www.rdd.bih.nic.in **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 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, it 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 it 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 envelop, 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 three months) of any nationalized bank drawn in favour of 'CEO BRDS" payable at Patna "EMD for this project is Rs.10, 00,000/- (Ten 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 2% (Two 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 LOI.
- 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 'CEO, BRDS." valid for the entire one year.

1.7. GENERAL TERMS & CONDITIONS

- a. Mobile Phone should be carrying a provision of **1 Yrs. Guarantee/Warranty** while purchasing a Mobile Set with the specification (Annexure - 3).
- b. There should be also a standby /replacement provision of the mobile if sets not repair within prescribed repair time.
- c. All Mobile phones delivered in district headquarter and Payment will be made from Districts office after successful delivery as per payment terms of RFP.
- d. If district offices already purchase the same capacity/Specification of Mobile sets, the required numbers to be decreased from the estimated quantity required.



2. INSTRUCTION TO BIDDERS & BID PRECEDURE

2.1. ELIGIBLE BIDDERS

The bid is open to all qualified manufacturers and authorized distributors of Android Mobile Phone Handsets. Authorized Distributors willing to bid, will be required to submit document in support of their distributorship from the manufacturer and such information will have to be provided in the form prescribed in Bid Document.

Minimum Eligibility Criteria:

- i. Vendor should be a Registered Dealer / Distributor / Company.
- ii. Vendor should have minimum average annual turnover of last three years should be at least 5 Crores.
- iii. Vendor should be a profit making company/Firm for at least 3 years as evidenced from the CA Certificate / Balance sheets.
- iv. Vendor should be Original Equipment Manufacturers (OEM) or Authorized Dealer (AUD) / Distributor of OEM.
- v. OEM's last three year's average annual turnover should be at least Rs. 2,000 Crores.
- vi. Vendor/OEM should provide after sales services and should have its own service centre for after sales services in at least 38 locations distributed covering all districts of Bihar.
- vii. To ascertain quality it should be globally in top 10 mobile companies.

Note: The Bidder shall meet the minimum qualification criteria mentioned in the bid documents and shall furnish documentary evidence in Support of the qualifying requirement.

2.2. ELIGIBLE GOODS:

Offered Mobile Handsets must fully comply with the requirement of the technical specifications as prescribed in bid Document. Brochure containing technical details of the Mobile Handsets shall have to be furnished to confirm compliance with technical specifications.

2.3. PREPARATION AND SUBMISSION OF BID DOCUMENTS:

The bidder is expected to examine all instructions, forms, terms & conditions and specifications stated in the Bid Documents. Failure to furnish all information required in the Bid Document or submission of a bid not substantially responding to the Bid Documents in every respect will be at the Bidder's risk and may result in the rejection of the bid. The following sections of the Bid Documents must be completed and submitted by the Bidder:

TECHNICAL BID

- Technical Bid Form along with Technical Specification Format duly filled in and signed,
- Manufacturer's Authorization in prescribed form
- Tender fees
- EMD
- Basic information of bidders
- Turnover details and supporting balance sheet

FINANCIAL BID

- Financial Bid form of Quotation of price

Bid Prices

The bidder shall mention on the Quotation of price enclosed to this document, the unit price and total bid price of the Mobile Handsets. The prices of the Mobile Handsets to be quoted shall be ex-factory including excise / sales / vat and other taxes already paid or payable to be shown separately. The quoted price shall however be inclusive of delivery charges at district level across Bihar.

2.4. DOCUMENTS ESTABLISHING TECHNICAL SPECIFICATIONS

Bidders shall enclose documents establishing the eligibility of the mobile handsets to be supplied by the bidder. The documentary evidence about the technical specifications may be in the form of literature indicating detailed description of the product and essential technical and performance characteristics.

2.5. PERIOD OF VALIDITY OF BIDS

The validity of bids should be for a minimum of 90 days after the last day of receiving the bids. A bid valid for shorter period than above will be rejected as non- responsive.

2.6. DELIVERY SCHEDULE

The required quantity as per bill of quantities should be delivered within 180 days from the date of issue of purchase order after making a contract on a non-judicial stamp of Rs.1000/- after acceptance of the Bid.

2.7. ALTERNATIVE PROPOSAL BY BIDDERS

Bidders can offer mobiles having at least 80% of minimum technical specification or higher specification within the ceiling price Rs. 8000/.



However lower quality/configuration in Camera, Processers will not be considered as these are critical features for IAY & MGNRAGA applications.

2.8. FORMAT & PREPARATION OF BID

The Bidder shall prepare Technical Bid and Financial Bid and placed in two separate sealed covers clearly marking each as 'Technical Bid' and 'Financial Bid'. Name of firm address & contact no. should be mentioned clearly on the both envelope and keeping them in a large size envelope same mentioning on it. Both Technical & Financial bids along with documents for submission shall be signed by the Bidder or a person duly authorized by the bidder to in each page. Written power of attorney accompanying the bid shall indicate necessary authorization. Any correction in the bid shall be initialled by the person signing the bid.

2.9. SUBMISSION OF BIDS

The Bid in two parts, one containing Technical Bid and the other containing Financial Bid shall be placed in two separate sealed envelopes clearly marked as below:

- I. Bid for Supply & Delivery of Mobile Phone Handsets – Technical Bid”
- II. Bid for Supply & Delivery of Mobile Phone Handsets – Financial Bid”

The sealed envelope having Technical Bid shall contain Technical Bid Form, Manufacturer’s Authorization in prescribed form, Form of E.M.D. duly filled in and signed, documents establishing eligibility of offered Mobile Handsets to Technical Specifications and a complete set of the Bid Document listed in Annexure and signed in all the pages.

The other sealed envelope will contain Financial Bid which shall include Bid Form of financial bid and Price quotation. Both the sealed envelopes containing Technical Bid and Financial Bid separately shall be placed in an outer envelope duly sealed, marking the outer envelope as 'Bid for Supply & Delivery of Mobile Handsets for BRDS'. The Bid shall be submitted to the office of CEO, BRDS.

If the cover containing the bid documents is not sealed and marked as instructed above, no responsibility will be assumed for any misplacement of the bid or beforetime opening of the envelope. Sealed Bids from eligible bidders must be received by the Buyer at the address specified no later than 15.00 hours on 03 September, 2014.

2.10. BID OPENING & EVALUATION

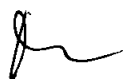
Bid Opening



All Technical Bids shall be opened publicly in the presence of the Bidders or their representatives in front of Purchase committee. Bidders' names, Items with model no. & brand offered, list of samples if submitted, presence and absence of bid security, period of bid validity and such other items will be announced and recorded at the opening of Technical Bid by the Purchase committee. The Financial Bids of technically responsive bidders will be opened in the presence of such responsive bidders or their representatives on date and time to be notified later. Total bid amounts and discount if any will be announced and recorded at the opening of Financial Bid. An. Price discount if any shall be clearly stated in the Price Schedule. Minutes of Bid Opening containing summary of information with regard to each Bid shall be prepared during the opening of both Technical & Financial Bids.

Evaluation of Bids

- I. For proper evaluation & comparison of Bids, the Purchase Committee may at its discretion ask the bidder for any clarification of Bid. The request for clarification and the response shall be in writing, but no changes in the price of the Bids shall be, offered or permitted.
- II. The Purchase Committee will first evaluate the Technical Bids to determine the substantial responsiveness of the Technical Bids. Substantial Responsive Bid is one which conforms to all the terms and conditions as indicated in the Bid Document and which also establishes bidder's qualification to supply and deliver the Mobile Handsets according to technical specifications. After the evaluation of all Technical Bids, Financial Bids corresponding to only substantial responsive Technical Bids will be taken up for evaluation.
- III. All non substantial Technical Bids will be rejected as non-responsive and corresponding Financial Bids shall be excluded from further evaluation.
- IV. The Purchase Committee may at its discretion prefer any minor non conformity in a Bid which does not constitute a material deviation with regard to quality and pricing.
- V. While evaluating Financial Bids, if there is any discrepancy between words and figures the amount in words will prevail. Again if there is a discrepancy between the unit price and the total price, unit price will prevail and total price shall be corrected. However, if the bidder does not accept the correctness of the errors, his bid will be rejected.
- VI. The Bidder must have supplied the information required in the bid document. A bidder not fulfilling any criteria stipulated, his bid will be considered non responsive and may be rejected.



- VII. An offered product that does not comply with at least 80% of minimum technical specifications and requirement shall be excluded from further evaluation. Offered product with higher configuration than minimum technical specifications will be considered for the evaluation if it is within the ceiling price Rs. 8000/. No lower configuration in Camera & Processer from the minimum specified criteria will be considered.
- VIII. The Bids which have been established as responsive in all respects will be compared for its price competitiveness. On the basis of technical and financial evaluation, substantially responsive and most advantageous Bid will be considered for the award of contract of supply and delivery of Mobile Phone Handsets at destinations indicated in the Bill of Quantity (Annexure-1).

2.11. VARIATION IN QUANTITY

BRDS reserves the right to increase or decrease of the quantity specified in the Bill of Quantities without any changes in the unit price or other terms and conditions.

2.12. NOTIFICATION OF AWARD

Purchase Committee will notify the successful bidder in writing by registered letter that its bid has been accepted. The notification of the award will constitute the formation of the contract.

2.13. PERFORMANCE SECURITY

Within 15 days from the date of receipt of the notification of award, the successful bidder shall furnish 50% the performance security in the amount equal to 2% of the bid amount. The Performance Security shall be in favour of the CEO, BRDS and in the form Bank guarantee or DD as specified in Bid Documents. The security shall be valid up to the warranty period. On completion of 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 their security deposit as mentioned in SLA while releasing the security deposit after expiry of warranty.

2.14. SIGNING OF CONTRACT

After the decision of successful bidder he shall attend the office of the CEO, BRDS for execution of the Contract in the prescribed Contract Form provided in the Bid Document, within 7days from the date of notification of the award.

BRDS keeps the right to accept any bid or to reject any or All Bids.



The BRDS may at its discretion evaluate the vendors for supply of Mobile Phone on the qualitative aspects broadly in respect of one or more of the following parameters:

- i. Financial strength and market reputation
- ii. Average Annual Turnover for last 3 consecutive years
- iii. Profitability for last 2 years
- iv. Spread of Network of service centres of OEM
- v. 100% match of the specification provided for the mobile phone
- vi. Quality and Promptness of service support
- vii. Vendors ability to honour the commitments

BRDS reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to placing of purchase order, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or Bidders of the grounds for the BRDS's action.

2.15. LEGAL JURISDICTION:

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

2.16. TAXES AND DUTIES

The rate 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 rate will not be allowed.

2.17. BINDING CLAUSE

All decision 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.

2.18. PAYMENT TERMS:

- There will be no advance payment to vendor.
- During delivery of mobile phones at the district headquarters, vendor will produce original bills duly signed and sealed.
- Mobiles handset will be received by concern district officials against payment of full amount mentioned on the bill.
- If any of the handset is found non-functioning or having manufacturing defect it must be informed to the vender within 3 days from date of delivery and in that case vendor must replace the set with new handset within next 7 working days from date of delivery.



- Before acceptance of the delivery of mobile handsets, district officials will verify that delivered mobiles are in good conditions and if any discrepancy found consignment may be rejected.

2.19. AFTER SALES SERVICE OF MOBILE PHONES

The supplier shall provide comprehensive Guarantee/Warranty (including labour & spares) for **36 months**. During the Guarantee/Warranty period the manufacturer will replace/repair parts/Mobile Sets which have manufacturing defects. The equipment /software would continue to the description and quality as specified for the period from the date of verification of the said equipment to be purchased and that notwithstanding the fact that BRDS may have inspected and/or approved the said equipment, if during the aforesaid period. The warranty shall cover the system software, labour & hardware parts. If the vendor fails to comply with the services required during Guarantee/Warranty period, purchaser can take necessary legal action. After expiry of warranty BRDS 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 contact with third party. **The Supplier should provide standby Mobile Phones whenever required.**



Annexure - 1

Manufacturers' Authorization Form
(Part of Technical Bid)

To:

Dear Sir,

We _____ who are established and reputable manufacturers of _____ do hereby authorize M/S (Name & Address of Agent) _____

_____ to submit a bid and sign the contract with you for the Mobile Phone Handsets manufactured by us. We hereby extend our full guarantee and warranty as per clauses of the Contract for the Goods and Services for Supply by the above firm.

Signature of Manufacturer with seal

Date:



Annexure – 2

Technical Bid Form :- (Part of technical bid)¹

From: (Full name and address of the Bidder)

To:

Dear Sir,

Having examined the Bidding Documents, we, the undersigned, offer to supply and deliver, Mobile Handsets, in full conformity with the said Bidding Documents and terms & conditions of the Contract at a bid price as indicated in the Financial Bid submitted separately. The following documents duly filled in and signed are submitted:

- 1 Technical Bid Form along with Technical Specification Format duly filled in and signed,
- 2 Manufacturer's Authorization in prescribed form
- 3 Tender fees
- 4 EMD
- 5 Basic information of bidders and
- 6 A complete set of the Bid Document entitled "Instruction to Bidders & Bid Procedure" signed in all the pages.

We undertake, if our bid is accepted to deliver the mobile set in accordance with the delivery schedule specified in the Bill of Quantities. If our bid is accepted, we undertake to provide a performance security within the times specified in the Bidding Documents. We agree to abide for the Bid Validity Period specified in bid document.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. This company has not offered or granted any inadmissible advantages either directly or indirectly to public servants or other persons in connection with its bid.

Date:

Authorized Signature:

Name of Bidding Firm:

Address:

¹ Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid

Annexure – 3

**TECHNICAL SPECIFICATIONS OF THE Mobile Phone Handsets
(Part of technical bid)**

Technical Specifications

PARTICULARS	MINIMUM SPECIFICATIONS	MOBILE SPECIFICATION OFFERED (TO BE FILLED BY THE BIDDER) [Y/N]
DISPLAY RESOLUTION	4.0" or bigger	
PROCESSOR	Dual Core 1.2 GHz. or higher	
DUAL SIM	Dual SIM (with Standby)	
OPERATING SYSTEM	Android v4.4 Kitkat latest version	
MEMORY	4GB, expandable up to 32GB or more	
CONNECTIVITY	GSM - 900/1800/1900	
	3G	
	Wi-Fi direct	
	Bluetooth 4.0	
	USB Connectivity	
	EDGE	
CAMERA	5 MP Back Camera or above	
	Video Recording facility	
NAVIGATION TECHNOLOGY	GPS with Google Maps & GEO Tag	
BATTERY	1500 mAh or better	
CE CERTIFICATION	Required	
GOOGLE CERTIFICATION	Required	
RoHS & SAR COMPLIANCE	Required as per Govt. of India Regulation Standard	
Internet / Browser	Android Browser, Google Chrome	

Offered Mobile Phone Make:

Offered Mobile Phone Model:



Annexure – 4

Table: Basic Information of Vendor

S. No.	Details	Description
1	Name of the Company	
2	Registered Office address Telephone Number Fax Number e-mail	
3	Correspondence/ contact address	
4	Details of Contact person (Name, designation, address etc.) Telephone Number Fax Number e-mail	
8	Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate.	
9	Vendor should have minimum average turnover of Rs. 5 crore per annum for last three years. Vendor should be a profit making company/Firm for at least 3 years as evidenced from the CA Certificate / Balance sheets.	
10	How many years has your organization been in business under your present name? How many years in Mobile Handset business?	
11	Vendor should be Original Equipment Manufacturers (OEM) or Authorised Dealer (AUD) / Distributor of OEM.	
12	If Authorised Dealer/Distributor whether Authorisation from the Manufacturer enclosed?	
13	Number of Shops/ Service centres in Bihar	
14	Do you have a local representation /office in Bihar? If so, please give the address and the details of staff, infrastructure etc in the office and no. of years of operation of the local office	

Table: Turnover Details

Financial Year	Total Turnover	Net Profit

- (i) Financial Statements are Balance Sheets and Profit & Loss Statements duly certified by CA.



Annexure – 5

Financial Bid Form :- (Part of Financial bid)

Sl. No.	Description of Items	Make	Model No.	Est. Qty.	Rate per Unit	Taxes	Cover/Screen Guard Charges per unit	Total unit price	Gross price
				A	B	C	D	E= B+C+D	F= AxE
1	Android based mobile phone & specification as per Annexure - 3			21200					
E= Total Unit price in words									
F= Total Gross price in words (for 21200 mobiles)									



Annexure – 6

Draft Contract for the Supply and Delivery of Mobile Phone Handsets

Whereas the BRDS had issued invitation for bid on _____ for the supply and delivery of Mobile Handsets for the use of different level of IAY & MGNREGA functionaries in different districts in Bihar

Supplier _____
has submitted his Bid in response to this invitation for bids, now in accordance with the bid document it is hereby agreed as follows:

- **Parts of Contract:**-The following documents are to be enclosed into this contract;
 - A) Bill of Quantities
 - B) Specifications of Mobile Phone Handsets
 - C) Supply order dated for award of supply contract.
 - D) Performance Bond
- **Price:** - The Supplier agrees to supply the Mobile Phone Handsets at the designated consignees and the Buyer agrees to purchase the Mobile Handsets as stated in Price quotation of this contract. The total price for the Mobile including packing and transportation to the designated destinations amounts to the sum of Rs _____ (In _____ Words: _____). Prices charged by the Supplier for the Mobile Phone Handsets under the Contract shall not vary from the prices quoted in its bid.

- **Delivery:** - The Mobile Phone Handsets must be delivered to different officials as per list given in annexure A

- **Delivery Period:** - The required quantity as per Bill of Quantities should be delivered to the designated consignees within 1 year from the date of issue of the respective notification by the Buyer.

Variation in Quantity/ Change Order:- The Buyer may, before the delivery time of Mobile Handsets, make changes in any one or more of the following:

- (a) an increase or decrease in the supply quantity
- (b) the place of delivery; or
- (c) the method of packing. For changes in quantities no adjustment will be made.



- **Transport:** - Information about transportation (If Applicable) of the Mobile Handsets to the destinations shall be made to the respective District office, Delivery letter shall contain the following information: a) Contract number: b) Total quantity; c) Total designated consignees

With delivery of mobile sets Supplier shall provide the following to the consignee:

- Supplier's invoice showing Mobile Handsets description, quantity, unit price, total amount with separation of any customs duty, sales taxes or other similar taxes;
- Original copy of consignment.
- manufacturer's guarantee certificate;
- Receipt certifying that the Mobile Handsets have been received at designated destinations

- **Quality of Mobile Phone Handsets:** - The Supplied items shall be new and shall meet the quality required by the specifications.

- **Packaging:** The Supplier shall supply the Mobile Handsets in packaged condition as is required to prevent their damage during transit. The packaged Mobile Handsets shall also contain operations and maintenance manual along with accessories like charger with cord etc.

- **Warranty:** The Supplier warrants that the Mobile Phone Handsets supplied is new & unused, shall have no defect that may develop under normal use. This warranty & service shall remain valid for minimum 36 months after the delivery of the Mobile Phone Handsets. Upon receipt of any information regarding warranty the Supplier shall, replace/repair the defective Mobile Handsets or parts, without additional costs & without delay. The Bidder further warrants that all the Mobile Phones, software supplied under this Purchase Order shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the BRDS's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods, software in the conditions prevailing at the final destination. There must be an authorized dealer of successful bidder in the District who shall be responsible for after sale services whenever required.

- **Inspections and Acceptance:** The Buyer or its representative shall have the right to inspect or to test the Mobile Phone Handsets to confirm its conformity to the

contract before delivery. Therefore, the Supplier is required to notify the Buyer when the sample Mobile Phone Handsets will be ready for inspection and testing, and to deliver this sample to the Office of CEO, BRDS. For the inspection of the Handsets a Technical Inspection Team/ committee shall be formed, the commodity will be provisionally accepted. Final acceptance of the commodity will be made by the final consignee when the Mobile Handsets are delivered after demonstration of the proper functioning of each mobile handset at the destinations

- **Payments:** Payment of the Mobile Phone Handsets purchased shall be made in the following manner:

- **On delivery at the designated places:** 100% of the contract price shall be paid after acceptance of the Mobile Phone Handsets at the designated destinations of consignee by the concerned official at District.

- **Performance Security:** Within 15 days after the receipt of award of the Contract, the supplier shall furnish performance security to the Buyer in the amount of 2% of the contract. The performance security will be and returned to the Supplier after 3 year following the date of completion of the Supplier's performance obligation under the Contract. Performance security shall be payable to the Buyer as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- **Liquidated Damages:** Mobile Handsets shall be delivered to the designated destinations as per list. If the Supplier fails to deliver all the Mobile Handsets the Buyer may deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.01 % percent of the total contract price per day of delay up to a maximum deduction of 10 percent of the contract price. Delays in excess of 120 days may cause termination of the Contract and forfeiture of security for performance

- **Delays in the Supplier's Performance:** Delivery of the Mobile Handsets and performance of the services shall be in accordance with the time schedule specified in the Contract. A delay, without giving any reason, by the Supplier in the performance of its delivery, shall render the Supplier liable to any or all of the following sanctions:

- i. forfeiture of its performance security,
- ii. imposition of liquidated damages and / or
- iii. termination of the Contract for default.



If at any time during performance of the Contract, if Supplier is facing unavoidable circumstances causing delay in timely delivery of the Handsets and performance of services, the Supplier shall inform to the Buyer in writing of the fact of the delay, its likely duration and its cause within one week from the beginning of such delay. As soon as after Supplier's notice, the Buyer shall evaluate the situation and may extend the Supplier's time for performance, if given reasons are genuine. If Buyer terminates the Contract in whole or in part, the Buyer may procure, such Handsets similar to those undelivered and the Supplier shall be liable to the Buyer for any excess costs for such similar Mobile Phone Handsets. A breach by the Supplier will result in the forfeiture of the Supplier's security for performance.

- **Force Majeure:** The parties of this contract shall not be liable to meet claims for any failure to carry out any of their respective obligations under this contract if such failure arises from natural disasters, fires, floods, epidemics, strikes, from any causes generally accepted as force majeure. If as a result of any legislation, or orders of the government or any of the causes mentioned above either of the parties is prevented from fulfilling its obligations, then either party may give notice thereof to the other, and the obligation of both parties shall be suspended. The provisions of Clauses Contract, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if its delay occurs due to an event of Force Majeure. Parties to this contract shall not be entitled to any compensation for damages or loss due to such force majeure
- **Assignments / Sub-Contracts:** The Supplier shall not assign, in whole or in part, its obligations to subcontracts
- **Suspension or Termination:** The Buyer may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt. The Buyer, may by written notice sent to the Supplier, terminate the Contract, in whole or in parts, at any time for its convenience.
- **Arbitration / Resolution of Disputes:** The Buyer and the Supplier shall make every effort to resolve any dispute or disagreement arising between them by direct informal negotiation. Only courts in Patna shall have complete jurisdiction.
- **Conflicts of Interest:** Any bribe, gift or given, promised or offered by or on behalf of the bidder/ Supplier or its partner, agent or servant, in relation to obtaining of contract shall result in rejection of bid or cancellation of contract .
- **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made.



- **Taxes and Duties:** The Supplier shall be entirely responsible for all taxes, stamp duties, and other such levies which shall be included in the quoted prices.
- If bidder have any other extra offer or plan (Package) for Services + Mobile handset, they may explain it in annexure Extra (Enclosed in Bid Document)

