



## **ODISHA STATE AGRICULTURAL MARKETING BOARD**

**Plot No.1800(P), Baramunda, Post-Khandagiri, Near Indian Oil Petrol  
Pump Bhubaneswar**

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**Email : [osamboard99@yahoo.com](mailto:osamboard99@yahoo.com), Website : [www.osamboard.org](http://www.osamboard.org)**

**Bid Reference No. OSAMB/2017-18/MKT-I/2634**

### **e-TENDER DOCUMENT**

## **SUPPLY OF SPECIFIED ANDROID SMART PHONES WITH GUARANTEED OBLIGATIONS .**

**Regd. Office: Plot No.1800(P), Baramunda, Post-Khandagiri, Near Indian  
Oil Petrol Pump Bhubaneswar**

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Website : [www.osamboard.org](http://www.osamboard.org)

## NOTICE INVITING TENDER

Bid Reference No. : OSAMB/2017-18/MKT-I/2634      Date: 06.09.2018

**Online Bids** through e-Tender portal (<https://tendersodisha.gov.in>) are invited from eligible bidders (OEM) for supply & delivery of Android Smart Mobile Phones as per the particulars mentioned below:

Sl. No.	Particulars	Date and time	
1.	Date & time of release of bid	<b>07.09.2018</b>	
2.	Last Date and time for submission of pre bid queries	<b>11.09.2018 upto 05:00 PM</b>	
3.	Date & time of Pre-bid meeting	Date: - <b>12.09.2018 (at 10:00 AM to 02:00 PM)</b> Venue : Conference Hall, Odisha State Agricultural Marketing Board Plot No: -1800 (P),Near Ramamani Petrol Pump, Baramunda ,Khandagiri, Bhubaneswar-751030	
4.	Publication of Corrigendum if any,	<b>15.09.2018</b>	
5.	Date & time of Online bid submission.	Start Date	End Date & Time
		<b>16.09.2018</b>	<b>30.09.2018 upto 05:00 PM</b>
6.	Date of online Technical bid opening	<b>01.10.2018</b>	
7.	Date of demonstration of Mobile phones.	<b>09.10.2018</b>	
8.	Date of opening of Price Bid	To be intimated to the qualified bidders	

The bid document with all information relating to the bidding process including cost of bid document, EMDs, Prequalification criteria and Terms & Conditions are available in the websites: [www.osamboard.org](http://www.osamboard.org) and <https://tendersodisha.gov.in> The Authority reserves the right to accept / reject any part thereof or all the bids without assigning any reason thereof.

Sd/  
General Manager  
OSAMB., Odisha

Memo No. 2635 / OSAMB Dt. 06.09.2018

Copy submitted to the Commissioner-cum-Secretary, Co-operation Dept. Odisha for information.

**Sd/  
General Manager  
OSAMB., Odisha**

Memo No. 2636 / OSAMB Dt. 06.09.2018

Copy submitted to the Director Agriculture Marketing ,Co-operation Dept. Odisha for information.

**Sd/  
General Manager  
OSAMB., Odisha**

Memo No. 2637 /OSAMB Dt. 06.09.2018

Copy forwarded to the State Head Portal, IT Cell, Odisha Secretariat, Bhubaneswar for information.

**Sd/  
General Manager  
OSAMB., Odisha**

Memo No. 2638 /OSAMB Dt. 06.09.2018

Copy forwarded to the Chief Manager (Technical), State Procurement Cell, Nirman Soudh, Bhubaneswar for information.

**Sd/-  
General Manager  
OSAMB., Odisha**

## **SECTION I**

### **INSTRUCTION TO BIDDERS**

- 1.1 **ODISHA STATE AGRICULTURAL MARKETING BOARD- OSAMB** (OSAM Board, a statutory Board under Cooperation Department, Govt. of Odisha came into being with objective of superintendence and control over the Regulated Market Committees of the State for furthering better marketing facilities to the Farmers and to empower them technologically and financially. In view of above, Tender Call Notice is being published to procure the Android Mobile Phone centrally to be distributed among selected farmers of the state as per the guideline of the Govt. of Odisha.
- 1.2 This 'Bid Document' contains the following:
- Section I : Instruction to bidders
  - Section II : Scope and Description of Contract
  - Section III : Bid Schedule
  - Section IV : Schedule of Requirement
  - Section V : Specific Conditions of Contract
  - Section VI : General Conditions of Contract
  - Section VII : Technical Specifications
  - Section VIII : Formats for bidder for submission of Bid (Technical bid)
  - Section IX: Annexures [Formats for the successful bidder after finalization of bid]
- 1.3 The bid documents published by the Bid Inviting Officer (Procurement Officer / Publisher) in the **e-procurement portal** <https://tendersodisha.gov.in> will appear in the "**Latest Active Tender**". The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. The publication of the bid will be for specific period of time till the last date of submission of bids as mentioned in the **Bid Schedule (Section III)** after which the same will be removed from the list of "**Latest Active Tender**".

## 1.4 PARTICIPATION IN BID

### 1.4.1 PORTAL REGISTRATION:

The bidder intending to participate in the bid is required to **register in the e-procurement portal** using an active personal/official e-mail ID as his/her Login ID and attach his/her valid **Digital signature certificate (DSC) - Class II or III** to his/her unique Login ID. He/She has to submit the relevant information as asked for about the bidder. The portal registration of the bidder is to be authenticated by the **State Procurement Cell** after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / GST Registration Certificate of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication, bidder can participate in the **online bidding process**.

### 1.4.2 LOGGING TO THE PORTAL:

The Bidder is required to type his/her *Login ID* and password. *The system will again ask to* select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the **Certificate Revocation List (CRL)** of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

### 1.4.3 DOWNLOADING OF BID:

The bidder can download the bid document and undertake the necessary preparatory work **off-line** and upload the completed bid at their convenience before the closing date and time of submission.

### 1.4.4 CLARIFICATION ON BID:

The registered bidder can ask questions related to online bid in the e-procurement portal through email: **osamboard99@yahoo.com** before time fixed for submission of pre-bid queries and also appeal in pre-bid meeting. OSAMB will clarify queries related to the bid by way of corrigendum notice if required.

#### **1.4.5 PREPARATION OF BID**

The detailed guidelines for preparation of bid is mentioned at General condition of Contract- Section VI (**Clause 6.4 – 6.7 & 6.17**)

#### **1.4.6 PAYMENT OF EMD AND COST OF BID DOCUMENTS:**

The detailed guidelines for payment of EMD & Cost of Bid Documents are mentioned at General Condition of contract- Section VI (**Clause 6.5 - 6.7**)

#### **1.4.7 SUBMISSION AND SIGNING OF BID**

The detailed guidelines for submission of & signing of bid are mentioned at General Condition of Contract- Section VI (**Clause 6.16 - 6.17**)

## **SECTION II**

### **General Definitions & Scope of Contract**

#### **2.1 General Definitions**

2.1.1 *Department* means Co-operation Department , Government of Odisha.

2.1.2 *Government* means Government of Odisha.

2.1.3 *Bid / Tender Inviting Authority (TIA)* is the General Manager of OSAMB who will finalize bids and procure and supply, with guaranteed obligation such as sales service of equipments procured under this bid.

2.1.4 *Bid Evaluation Committee & Technical Committee* are Committees constituted by the Member Secretary of OSAMB to decide on the purchase of the Android Mobile Phones to be procured by the OSAMB.

#### **2.1.5 *Blacklisting/debarring* –**

Circumstances of Blacklisting :-

Blacklisting of a business concern/entity or supplier/successful builder may be resorted to in the following cases:-

2.1.5.1 If the Proprietor or Partner or Director of the business concern/entity/successful bidder is convicted by a court of law following prosecution under normal process of law for an offence involving moral turpitude in relation to business dealings

2.1.5.2 If the security consideration of the State i.e, any action that jeopardise the security of the State

2.1.5.3 If there is justification for believing that the proprietor or partner or Director or the successful bidder of the concern or entity has been guilty of malpractices such as bribery corruption, cheating, fraud and tender fixing etc.

2.1.5.4 If the business concern/entity/successful bidder refuses/fails the return/refund lawful dues of OSAM Board without adequate reason.



- 2.1.5.5 If the business concern/entity/successful bidder is blacklisted by any department of the Central Govt/State Govt, Central PSU/State PSU
- 2.1.5.6 If the business concern/entity/successful bidder has evaded Central /State taxes/duties for which OSAM Board has received a notice from the concern department of the Central/State Govt.
- 2.1.5.7 If there is internal violation of the important condition of the contract/agreement of the OSAM Board
- 2.1.5.8 If the business concern/entity/successful bidder has submitted false/fabricated/forged documents for consideration of the tender

## **2.2 Scope**

- 2.2.1 The bids are invited for the supply of android mobile phones under specified Warranty obligations, the details of which are mentioned in Section IV, needed for the distribution to the selected Farmers of the state. The Odisha State Agricultural Marketing Board. – (OSAMB) (hereinafter called as the Tender Inviting Authority) is acting as the central procurement agency. The main objective is to obtain competitive price through centralized procurement and ensure guarantee obligations and after sales service of the Mobile Phones procured under this bid. For this, the Board, on behalf of the Department of Co-operation, Government of Odisha, will undertake and oversee the procurement process.
- 2.2.2 Rate Contract: This is a Rate contract Bid, the rate of which will be valid for a period of one year from the date of finalization of rate contract. However, the approx. quantity requirement is mentioned in the Schedule of Requirement – Section IV, which may increase or decrease by 15%. The bidders are expected to quote their best rates for the mobile phone as per the technical specifications. During the rate contract period, only OSAMB is authorized to place purchase orders for the supply of the mobile phone procured under this bid during the validity of the rate contract period.
- 2.2.3 If the Tender Inviting Authority chooses to place repeat order(s) during the rate contract period for supply, then the successful bidder is bound to supply the same make/model of mobile phone as approved at the same rates and under the same terms and conditions of this bid.

- 2.2.4 The rate contractors can withdraw at any point of time, after the minimum price firmness period of 180 days, but not after accepting the Letter of Intent or entering into agreement with OSAMB.
- 2.2.5 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting and termination thereof.

**SECTION III**  
**TENDER SCHEDULE**

**3.1. Bid Details**

1.	Bid Reference No.	<b>OSAMB/2017-18/MKT-I/2634</b>
2.	Cost of Bid Document	<b>Rs.10000/-</b>
3.	Earnest Money Deposit	<b>Rs. 6,00,000.00 (rupees Six Lakhs Only)</b>
		Note: The process of using e-payment gateway is mentioned in the procedure for Electronic receipt accounting and reporting of cost of tender paper and EMD on submission of Bids.
4.	Validity of bid	180 days from last date of bid submission
5.	Performance Security	5% of the purchase order price (for successful bidders)
6.	Validity of Performance Security	Up to 180 days after the date of completion of the contractual obligations including warranty period.

### 3.2. Important Dates:

Sl. No.	Particulars	Date and time	
1.	Date & time of release of bid	<b>07.09.2018</b>	
2.	Last Date and time for submission of pre bid queries	<b>11.09.2018 upto 05:00 PM</b>	
3.	Date & time of Pre-bid meeting	Date:- <b>12.09.2018 (at 10:00 AM to 02:00 PM)</b> Venue : Conference Hall, Odisha State Agricultural Marketing Board Plot No: -1800 (P),Near Ramamani Petrol Pump, Baramunda ,Khandagiri, Bhubaneswar-751030	
4.	Publication of Corrigendum if any,	<b>15.09.2018</b>	
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6.	Date & time of online Technical bid opening	<b>01.10.2018</b>	
7.	Date of demonstration of Mobile phones.	<b>09.10.2018</b>	
8.	Date of opening of Price Bid	To be intimated to the qualified bidders	

## SECTION IV SCHEDULE OF REQUIREMENT

### 4.1 Equipment(s) Tendered:

Sl. No.	Name of the Equipment	Qty (Approx.)	Place of delivery
1	Android Smart Phone with warranty / guaranty obligation	30000 Nos.	Odisha State Agricultural Marketing Board, Plot No: -1800 (P), Near Ramamani Petrol Pump, Barmunda, Khandagiri, Bhubaneswar-751030

#### **\*Important Notes:**

The bidders shall have to quote the **price** in the price schedule in the price BoQ (attached as excel file) in the e-tender portal.

### 4.2 Technical Specifications:

The detailed technical specifications and other quality parameters of the above equipment are contained in Section VII.

## SECTION V

### SPECIAL CONDITIONS OF CONTRACT

#### 5.1 Time Limits Prescribed

<u>Sl. No</u>	<u>Activity</u>	<u>Time Limit</u>
5.1.1	<i>Delivery period</i>	<b>15 days</b> from date of issuance of Purchase Order.
5.1.2	<i>Comprehensive warranty period</i>	<b>1 year</b> from the date of Delivery
5.1.3	<i>Submission of Performance Security and entering into contract</i>	<b>10 days</b> from the date of issuance of Letter of Intent.
5.1.4	<i>Time for making payments by Tender Inviting Authority</i>	<i>Within <b>30 days</b> from the date of completion of delivery and submission of proper documents (delivery notes)</i>

## **5.2 Pre qualification of Bidders:**

5.2.1 **Manufacturers** are eligible to participate in the bid provided, they fulfill the following conditions:

- (i) In case of manufacturer, they will have to furnish the **manufacturer's form** as per **Format T5**
- (ii) Valid ISO certificate (of the Manufacturer)
- (iii) Should have proof of supply **50% of the required quantity of value at-least Rupees one crore (as mentioned in schedule of requirement)** or any quantity where the requirement quantity is one (executed directly by manufacturer) of the Item(s) mentioned in the schedule of requirement to Central Govt. / State Govt. / any Govt. organization / PSU in India and purchase order copies in support of that in **last 3 Financial years i.e. 2014-15, 2015-16 and 2016-17** (As per Format T7)
- (iv) Proof of average annual turnover of Manufacturers of **Rs. 18 Crores or more** in the **last 3 financial years i.e. 2014-15, 2015-16 and 2016-17** and it should be certified by the Chartered Accountant as per the format at **Format T6**.
- (v) Ought have **five years of experience** in manufacturing of the items.(proof shall be attached in support of this.)
- (vi) Bidder / manufacturer who has been blacklisted / debarred/banned by any other State Government / Central Govt. Organization / and or convicted by any court of law due to (a) Service or quality failure of the equipment(s) supplied (b) Submission of fake or forged documents (c) Submission of incorrect information / Suppression of vital information & facts/misrepresentation of quality certificates (d) Non performance or non supply can't participate in the tender during the period of blacklisting / debarment/ Banned. Bidder / manufacturing unit which has been blacklisted / debarred/banned for any reasons can't participate in the tender during its operation.

(vii) Any bidder who has been convicted by a competent court of law for supplying equipments within a period of last 3 years from the date of floating of tender shall not be eligible to participate in the tender.

(viii) **Alternative bids** are not allowed.

5.2.2 Presence of authorized service centre in all district in Odisha / The bidder should have technical man-power with experience to provide service in Odisha for support under this contract. (Proof to be submitted in **Format T3**)

5.2.3 The bidder must be registered under GST.



# SECTION VI

## GENERAL CONDITIONS OF CONTRACT

### **6.1 Contents of the Bid Document:**

This 'Bid Document' contains the following:

Section I: Instruction to Bidders

Section II: General Definition & Scope of Contract

Section III: Bid Schedule

Section IV: Schedule of Requirement

Section V: Special Conditions of Contract

Section VI: General Conditions of Contract

Section VII: Technical Specifications

Section VIII: Formats for bidder for Submission of Bid (Technical Bid)

Section IX: Annexures [Formats for the successful bidder (Supplier) after finalization of bid]

### **6.2 Bid Document:**

6.2.1 The detailed technical specifications and terms and conditions governing the supply and the after sales service of the Mobile Phones bided are contained in this "Bid Document".

6.2.2 The bid document shall be made available in the website [www.osamboard.org](http://www.osamboard.org) and <https://tendersodisha.gov.in> for downloading. Bidder shall submit Bid Document cost (mentioned in Section III) as described in clause 6.5 and non submission of the same shall be one of the primary reasons for rejection of the offer in the first round.

6.2.3 The documents shall be submitted online through the e-Tender portal <https://tendersodisha.gov.in> Bidders have to enroll themselves in the e-procurement portal and digital signature certificate is required.

6.2.4 The **general guidelines** on **e-Tender** process is as mentioned below:

6.2.4.1 Bidders should have a **Class II or III Digital Signature Certificate** (DSC) to be procured from the Registration Authorities (RA). Once, the DSC is obtained, bidders have to register in the e-procurement portal <https://tendersodisha.gov.in> for participating in this bid.

Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

6.2.4.2 Bidders may contact support desk of OSAMB over telephone at **0674-2351311**, or State Procurement cell help desk **1800-3456765, 0674-2530998** for assistance in this regard.

6.2.4.3 The e-Tender submission of pre-bid queries if any, comprises the stages viz. downloading the bid document, pre-bid meeting (as applicable to each bid), bid submission (technical cover and financial cover), opening of technical bid and opening of financial bids for the technically qualified bidders.

**6.2.4.4 Payment of Bid Document Cost & EMD:**

The **details of payment of document cost & EMD** is mentioned at clause 6.5

6.2.4.5 The details of documents (in PDF format) for online submission of technical bid is mentioned at clause 6.17

6.2.4.6 The blank price bid format should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details and upload the same back to the website.

6.2.4.7 Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

**6.3 Responsibility of Verification of Contents of Bid Document:**

6.3.1 The purchasers of the bid document shall examine all instructions, forms, terms and specifications in the Bid Document and verify that all the contents mentioned under clause 6.1, are contained in the 'Bid Document'.

6.3.2 Failure to furnish any information required by the bid documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

**6.4 Guidelines for Preparation of Bid**

6.4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and OSAMB or "Tender Inviting Authority", will in no case be responsible or liable for these costs, regardless of

the conduct or outcome of the bidding process. The **documents to be submitted** online are mentioned in clause 6.17.

- 6.4.2 In the event of documentary proof as required being not enclosed, the Bid shall be liable to be rejected. All pages of the bid, except for unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the bidder.
- 6.4.3 Language of Bid:- The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- 6.4.4 The bid (in English Language only) for the supply of equipment mentioned in Section IV shall be submitted along with detailed specifications. A technical leaflet /brochure / literature shall be furnished.
- 6.4.5 The documentary proof regarding past performance shall be submitted along with the Bid duly attested by the bidder on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are initialled by the person (s) signing the offer.
- 6.4.6 Bidder shall submit a declaration letter as per the format given as **Format T4** and copy of amendments published if any signed by the bidder or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the bid document.
- 6.4.7 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 6.4.8 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Authority ([www.osamboard.org](http://www.osamboard.org)). However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.
- 6.4.9 Any clarification on the e-Tender procedure shall be obtained from OSAMB and the contact numbers are **0674-2351311**.

## **6.5 Payment for e-Tenders (Bid Document Cost & EMD)**

6.5.1 The **bid document cost and EMD** shall be paid by the bidder in the following manner through the e-Tender system:

1. The bid **document fee & EMD** shall have to be made online .
2. The 'Online bidder' shall digitally sign on all statements documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

### **6.5.2 Banking arrangement:**

- a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
- b) The Designated Banks participating in Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

6.5.3 **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options

- i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
  - ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- d) Bid submission: Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

- e) System generated acknowledgement receipt for successful bid submission: System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

## **6.6 Bid Document Cost :**

6.6.1 The bidder has to submit the bid document cost as mentioned in Section-III and non-submission of Bid Document Cost as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.

6.6.2 All bidders shall pay bid document cost as per the instructions provided in clause 6.5. Bidders are **liable to pay bid document cost** even if any exemption is allowed in EMD.

6.6.3 Cost of Tender Paper: In respect of Government receipts on account of Cost of Tender Paper, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for Cost of Tender Paper and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.

Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., Cost of Tender Paper, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.

Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

## **6.7 Earnest Money Deposit (EMD):**

6.7.1 The amount of the EMD(s) to be submitted and Non- submission of EMD as mentioned in Section III shall itself be a reason for rejection of the offer in the first round.

6.7.2 **Local MSEs only registered in Odisha** with the respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC, NSIC shall be exempted from submission of EMD, subject to submission of the valid registration certificate from the concerned authority.

6.7.3 None of the bidders other than those specified in clause 6.7.2, are exempted from submission of EMD.

6.7.4 EMD of unsuccessful bidders will be discharged/ returned as per the norms and conditions of e-procurement cell, Govt. of Odisha.

6.7.5 The successful bidder's EMD will be discharged upon the bidders signing the contract and furnishing the performance security.

6.7.6 No interest will be paid for the EMD submitted.

6.7.7 The EMD will be forfeited, if a bidder: -

6.7.7.1 Misrepresents facts or submit fabricated / forged / tampered / altered / manipulated documentary proofs.

6.7.7.2 Withdraws bid after opening of technical bid;

6.7.7.3 a successful bidder, fails to sign the contract after issuance of Letter of Intent, within the time specified therein.

6.7.7.4 Fails to furnish performance security after issuance of Letter of Intent.

## **6.8 Deadline for Submission of Bid**

6.8.1 Bidders shall upload all the necessary documents in the e-Tender portal before the last date & time for online submission and the Tender Inviting Authority shall not be held liable for the delay.

6.8.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Bid, in which case, all rights and obligations of the Tender Inviting Authority and the bidders previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

## **6.9 Modification and Withdrawal of Bids**

6.9.1 The bidder can modify or withdraw bids submitted online before the last date & time for online submission.

## **6.10 Period of Validity of Bid**

6.10.1 The bid must remain valid for minimum 180 days (six months) from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

6.10.2 The successful bidder upon entering into a contract can withdraw from the contract by giving one month prior notice after 180 days of price firmness, but not after the execution of agreement or issuance of Supply order for any of the agreed items.

6.10.3 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful bidder.

## **6.11 Rejection of Bids:**

6.11.1 The bids shall be rejected in case the bidder fails to meet the pre-qualification criteria as specified in Clause 5.2 of Section V

6.11.2 At any point of time, the Tender Inviting Authority reserves the right to reject the bid if the bidder fails to fulfil the terms & conditions of the bid document including technical specification, furnishing of relevant document & information in the required format of the tender and demonstration to the satisfaction of Tender Inviting Authority. The affidavit (Format T4), Manufacturer's Form (Format T5) must be uploaded with the relevant signature (s) and seals as asked in the format.

## **6.12 Notices**

6.12.1 The Tender Inviting Authority shall publish the following information on its website or e-Tender portal at the appropriate time as part of ensuring transparency in the bid process;

6.12.1.1 The bid notices, documents, corrigendum, addendum etc if any.

- 6.12.1.2 Amendments to the bid conditions, if any, especially after the pre-bid meeting.
  - 6.12.1.3 Results of the responsiveness of the technical bids.
  - 6.12.1.4 List of bidders qualified for demonstration of equipment and reasons for rejection of unqualified bidders.
  - 6.12.1.5 Results of the demonstration of the equipments, reasons for rejection of equipments and list of bidders qualified for price bid opening.
  - 6.12.1.6 Final List of technically qualified bidders.
  - 6.12.1.7 Summary of Online price bid opening
- 6.12.2 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract
- 6.12.3 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

### **6.13 Other Terms and Conditions**

- 6.13.1 All the terms and conditions in respect of warranty, etc mentioned in Section V shall be complied with.
- 6.13.2 Technical Specifications and Standards:- The Goods & Services to be provided by the successful bidder under this contract shall conform to the technical specifications and quality control parameters mentioned in Section VII of this document.
- 6.13.3 The bidder shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, GST, Customs Duties etc.
- 6.13.4 In the event, if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.



## **6.14 Pre-Bid Meeting**

6.14.1 A pre-bid meeting will be convened to clarify the doubts of the prospective bids. The Tender Inviting Authority may or may not amend the terms and conditions as well as technical specifications of the bid document after the pre-bid meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.

6.14.2 Date of pre-bid meeting is mentioned in Section III.

6.14.3 Pre-bid meeting is called by the Tender Inviting Authority (TIA) to explain briefly about the requirements as well as the terms and conditions of the bid document and to get the views of the prospective bidders, or any clarifications sought by the prospective bids on bid terms & conditions / specifications etc., as part of ensuing transparency in the bid process. All pre-bid queries must be submitted by email before the last date and time fixed for receiving queries. TIA is not bound to individually respond to all queries received, however those will be examined by the TIA and amendments on the basis of these, if any shall be published for information for all prospective bidders.

6.14.4 It is an opportunity for the prospective bidder to obtain all the details about the bid items, conditions governing the bids and also to get the explanation of any ambiguous condition that may be present in the bid document.

6.14.5 It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc requested by the funding agency, so as to make amendments in the bid document on the basis of expert advice.

6.14.6 Failure to attend the Pre-bid meeting will not be a disqualification, but a loss of opportunity for the prospective bidders to understand about the items bided and the bid conditions.

6.14.7 Filled up Bids (**Online Submission**) will be accepted only **after** the date of pre-bid meeting.

## **6.15 Amendment of Bid Documents:**

6.15.1 At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal & OSAMB website.

6.15.2 The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to the bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

#### **6.16 Submission of Bid**

6.16.1 The bids are to be submitted **on-line** in two parts in the e-Tender portal. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.

6.16.2 **PART-I as TECHNICAL BID** shall be submitted **on-line only** in the e-Tender portal with all the required documents as mentioned in **clause 6.17**.

6.16.3 **PART II as PRICE BID** (in the required Format) shall be submitted **online only**. The price bid format (excel sheet available in e-Tender portal) is specific to a bid and is not interchangeable. The price bid format file shall be downloaded from the e-Tender portal and bidder shall quote the prices in the respective fields before uploading it. The Price bids submitted in **any other formats** will be treated as non-responsive. Multiple price bid submission by bidder shall lead to cancellation of bid.

6.16.4 The bidder should **check** the **system generated confirmation statement** on the status of the submission.

#### **6.16.5 SIGNING OF BID**

The bidder shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the EMD/Bid Security shall stand forfeited & his/her name shall be liable for recommending for blocking of portal registration and blacklisting.

#### **6.16.6 SECURITY OF BID SUBMISSION:**

6.16.6.1 All bid uploaded by the bidder to the e-procurement portal will be encrypted.

6.16.6.2 The encrypted bid can only be decrypted / opened by the authorized openers on or after the due date and time.

### **6.16.7 RESUBMISSION AND WITHDRAWAL OF BIDS:**

- 6.16.7.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- 6.16.7.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 6.16.7.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 6.16.7.4 The Bidder can withdraw its bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Bid) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.
- 6.16.7.5 The bidder should avoid submission of bid at the last moment to avoid the system failure & the like.
- 6.16.8 The details of the documents to be uploaded online are mentioned in **Clause 6.17**.

### **6.17 List of Documents in Bid Submission**

The list of documents (**Scanned documents** to be uploaded **online in PDF format**) as a part of Technical Bid (PART I) is as mentioned below: (Uploading illegible documents may lead to disqualification of bidder) **[NO HARD COPY NEED TO BE SUBMITTED]**

- 6.17.1 Format – T1 (Check List)
- 6.17.2 Format – T2 (Details of Items quoted)
- 6.17.3 Format – T3 (Details of Bidder & Service Centers) to be uploaded
- 6.17.4 Format – T4 (Declaration Form) to be uploaded
- 6.17.5 Format – T5 (Manufacturer's Form – in case the bidder is the OEM) to be uploaded
- 6.17.6 Format – T6 (Annual Turnover Statement by Chartered Accountant) to be uploaded

- 6.17.7 Copies of the annual audited statements/ Annual Reports for 2014-15, 2015-16, 2016-17 (Provisional statement of account shall not be considered). to be uploaded
- 6.17.8 Format–T7 (Performance Statement during the last three Years) to be uploaded
- 6.17.9 Copies of purchase orders & end user certificates in support of the information furnished in Format T-7 to be uploaded
- 6.17.10 Format – T8 (Statement of deviation – Technical Specification) to be uploaded
- 6.17.11 Format – T9 (Para-wise compliance to Technical Specification) to be uploaded
- 6.17.12 Copy of the **Leaflets / Technical Brochures / Product Data Sheets** of the Model offered in support of the information provided in Format – T9 to be uploaded
- 6.17.13 Copy of **Quality Certificates** (valid ISO) of the product/ organization (As per Section **VII** - Technical Specification). to be uploaded
- 6.17.14 Copy of the GST registration certificate to be uploaded
- 6.17.15 Copy of PAN to be uploaded
- 6.17.16 Copies of IT Returns of the financial years 2014-15, 2015-16, 2016-17 to be uploaded

A **Copy of the all the above documents** should be uploaded in the **technical bid** in **e-tender portal**. The documents shall be considered for evaluation as **uploaded**.

**Note: No price information to be furnished in the Technical bid.**

### **6.18 Opening of Technical Bid**

- 6.18.1 The technical bid opening is online. The date of technical bid opening is published in advance. The date of opening of price bid will be decided after demonstration for those bidders who qualify in the technical bid evaluation and shall be informed in advance. Bidder should make adequate preparation in advance for demonstration which may be held at short notice after opening of technical bids.

- 6.18.2 The on-line opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives as per bid schedule. The prospective bidders or his/her representative can access to the on-line bid opening by logging in to the e-Tender portal with the registered digital signature. Bidders or his/her representative shall not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.
- 6.18.3 In the event of the specified date for opening of bid being declared holiday, the Bid shall be opened at the appointed time and venue on the next working day.
- 6.18.4 In the event of the claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, the bid shall be rejected. However, minor infirmities in the submission of documents will be allowed to be rectified by obtaining required clarification by the Tender Inviting Authority so as to ensure qualification of maximum number of competitive offers to the final round.
- 6.18.5 The bidder shall be responsible for properly uploading the relevant documents in the format specified in the e-Tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while submitting the on-line bid.
- 6.18.6 The date and time of Price Bid will be announced only after the opening of the Technical Bid and demonstration of the features, operation etc of the equipment by the bidders.

## **6.19 Evaluation of Bid**

### **6.19.1 Bid Evaluation Committee:**

- 6.19.1.1 The documents submitted as part of the technical bids shall be scrutinized by a bid evaluation committee duly appointed.
- 6.19.1.2 The bid evaluation committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of bidder in the field, the financial solvency etc.
- 6.19.1.3 The decisions of the bid evaluation committee on whether the bidders are responsive or non-responsive will be published.

### **6.19.2 Technical Committee:**

- 6.19.2.1 The demonstration shall be conducted by a Committee called the 'Technical Committee' in which external experts from the may also be present.
- 6.19.2.2 The decisions of the technical committee will also be published.

### **6.20 Clarification of Bids**

- 6.20.1 During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the bidder(s) for clarification of points raised by the bid evaluation committee on its bids submitted.
- 6.20.2 The request for clarification and the response shall be in writing, either through email or fax or by post within the specific time as mentioned in DTCN.

### **6.21 Demonstration of Technical Specifications & Performance:**

- 6.21.1 Before opening of the Price Bid, Tender Inviting Authority will call for demonstration of the equipment for assessing the compliance to the technical specification as indicated in Section VII. Bidder shall arrange for demonstration of the offered item (of the same make & model as offered in the bid) at Bhubaneswar at its own cost duly authorised its representative by a written letter.
- 6.21.2 The demonstration of technical specification & performance of the mobile phone sample with accessories by bidders found eligible will be on the date as mentioned in the tender document and the bidder should prepare accordingly to participate in the demonstration session with the required sample of items without fail. The sample with accessories brought shall be deposited with Tender Inviting Authority for future reference. No cost towards deposited sample shall be payable to the selected / participating bidders. Rejected / Unsuccessful bidders can collect the sample back from TIA after completion of tender process within 30days of the same, after which the TIA will not be held responsible for safe keeping of the sample.
- 6.21.3 Failure to demonstrate the technical specification or non-performance of the item to the satisfaction of the technical committee or the Tender Inviting Authority will lead to automatic

rejection of the bid and the price bid of such bidders shall not be considered for opening of Price bids.

6.21.4 Absence in the demonstration will lead to disqualification. Bidder will attend demonstration at their own expenses.

6.21.5 The Tender Inviting Authority's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the sample of goods have previously been inspected and cleared by Tender Inviting Authority's inspector during demonstration as mentioned above.

## **6.22 Price Bids Opening**

6.22.1 The opening of the price bid shall be done online by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid and successful demonstration, conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round.

6.22.2 Price Offered shall be in Indian Rupees. Price should be quoted for the supply of the Product and fulfilment of warranty and after sales service to the satisfaction of the Tender Inviting Authority.

6.22.3 Fixed price: Prices quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.

6.22.4 There shall also be no hidden costs.

6.22.5 Bidder shall quote prices in all necessary fields in the available format. The price shall be entered separately in the following manner:

6.22.5.1 Basic Price: Basic unit price should include the cost of **all accessories** which includes customs duty, packing, insurance, forwarding /transportation (door delivery) with **warranty obligation & excludes GST**.

6.22.5.2 Applicable GST shall be quoted in the specified column in numeric values (If the field is left blank, value will be taken as zero) in the BOQ format.

6.22.5.3 The bidders shall offer the price which shall be inclusive of all the accessories to be supplied with the equipment as mentioned in the technical specification under Section IV.

- 6.22.5.4 Bidders in no way can alter/modify the price bid/ BOQ format, if so he is liable for disqualification.
- 6.22.5.5 No bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidder in the Bids shall not be entertained after submission of the tenders. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.

### **6.23 Price Bid Evaluation**

- 6.23.1 The quoted rate should include customs duty, transportation, insurance, packing & forwarding or any other incidental charges for door delivery at the warehouses & **excluding GST**.
- 6.23.2 The basic price shall be taken into account for evaluation. The auto generated comparison list generated through the e-tender portal after price bid opening is not the **final evaluation list**. Manual evaluation shall be carried out by the tender inviting authority based on the quoted price in the e-tender portal, correction of arithmetic error if any and the evaluation criteria mentioned above to arrive at the lowest evaluated responsive bid.

### **6.24 Award of Contract**

- 6.24.1 Criteria: -The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids and demonstration of the equipment with accessories if any, i.e. after price bid opening.
- 6.24.2 Variation of Quantities at the Time of Award/ Currency of Contract: -At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease by up to fifteen (15) per cent of the quantity of goods and services mentioned under cl. 4.1 (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.



## **6.25 Notification of Award/Letter of Intent (LOI)**

- 6.25.1 Before expiry of the bid validity period, the Tender Inviting Authority will notify the successful bidder(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its bid for the item with accessories, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.
- 6.25.2 The successful bidder, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD may be forfeited and the award may be cancelled.
- 6.25.3 The Notification of Award shall constitute the initiation of the Contract.

## **6.26 Signing of Contract**

- 6.26.1 The successful bidder shall execute an agreement in the format as given under Annexure I for ensuring satisfactory delivery and the after sales service/support during the warranty period.
- 6.26.2 The successful bidder shall submit bank guarantee in the format as per **Annexure III**, a performance security prescribed under cl.6.27.
- 6.26.3 Promptly after notification of award, within ten days from the date of the letter of intent, the successful bidder shall execute the contract (as per agreement Annexure I) on Rs.100/- stamp paper purchased in the name of the successful bidder, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.
- 6.26.4 Assignment:-The Successful bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.
- 6.26.5 Sub Contracts: - The Successful bidder shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful bidder from any of

its liability or obligation under the terms and conditions of the contract.

6.26.6 Modification of contract:- If necessary, the Tender Inviting Authority may, by a written order given to the successful bidder at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

6.26.6.1 Mode of Demonstration

6.26.6.2 Incidental services to be provided by the successful bidder

6.26.6.3 Place of delivery

6.26.6.4 Any other term(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.

6.26.7 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the successful bidder to perform any obligation under the contract, an equitable adjustment may be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly.

6.26.8 If the successful bidder doesn't agree to the adjustment made by the Tender Inviting Authority, the successful bidder shall convey its views to the Tender Inviting Authority within ten days from the date of the successful bidder's receipt of the Tender Inviting Authority's amendment / modification of terms of the contract.

## **6.27 Performance Security**

6.27.1 There will be a performance security deposit amounting to the total value as mentioned in Section III excluding taxes, which shall be submitted by the successful bidder to the Tender Inviting Authority within 10 days from the date of issuance of Contract / Purchase order. The successful local SSI unit shall have to pay of the prescribed performance security as per norms of Govt. of Odisha.

6.27.2 The contract duly signed and returned to the Tender Inviting Authority shall be accompanied by a demand Draft or Bank Guarantee in the prescribed format.

6.27.3 Upon receipt of such contract and the performance security, the Tender Inviting Authority shall issue the Supply Orders containing the terms and conditions for the execution of the order.

- 6.27.4 Failure of the successful bidder in providing performance security mentioned in Section III and/or in returning contract copy duly signed in time shall make the bidder liable for forfeiture of its EMD.
- 6.27.5 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- 6.27.5.1 It shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of the Tender Inviting Authority.
- 6.27.5.2 In the event of any failure /default of the successful bidder with or without any quantifiable loss to the government the amount of the performance security is liable to be forfeited.
- 6.27.5.3 In the event of any amendment issued to the contract, the successful bidder shall, within ten (10) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 6.27.5.4 Tender Inviting Authority will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual obligations including the warranty obligations of one year from the date of completion of full satisfactory delivery of ordered quantity.
- 6.27.5.5 The Bank Guarantee submitted in place of DD shall be in the prescribed format (**Annexure III**); Bank Guarantee in no other form will be accepted and will lead to rejection of bids.

## **6.28 Delivery and Installation**

- 6.28.1 If the supplier fails to complete the **delivery** within the stipulate period, Tender Inviting Authority shall deduct **Liquidated Damage (LD) charges** as per the bid conditions specified in **clause 6.38.5**
- 6.28.2 The successful bidder will have to arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is received at place/s stipulated by TIA duly received by authorized person. It shall be ensured that the equipments arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Bid Document.

- 6.28.3 If at any time during the currency of the contract, the successful bidder encounters conditions hindering timely delivery of the goods and performance of services, the successful bidder shall inform the Tender Inviting Authority in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority for extension of the delivery schedule accordingly. On receiving the successful bidder's communication, the Tender Inviting Authority shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of successful bidder's contractual obligations by issuing an amendment to the contract.
- 6.28.4 The successful bidder is required to deliver the equipments at the site within time specified under cl 5.1. from the date of issue of the 'Supply Order' and demonstrate for a specified number of phones received in a particular lot, to be decided by TIA depending upon lot size, individually the specification/features as well as operation / performance of the equipment to the satisfaction and Warranty card. A proper detail of stock taking has to be obtained in the invoices from the authorized person of TIA by the supplier, with signature and seal of the authorised person.
- 6.28.5 The Tender Inviting Authority may also depute one of its representatives or from the funding agency with prior intimation to the successful bidder to be present for the demonstration at the time of delivery

## **6.29 Payment**

- 6.29.1 No advance payments towards cost of Android Mobile phones will be made to the bidder.
- 6.29.2 100% the cost of the Product shall be paid to the supplier on completion of full delivery of ordered quantity and satisfactory quality of supplies by way of demonstration of specified no. of pieces supplied. The bidder will raise its invoice on completion of Contract during this period duly accompanied by evidences of delivery after fulfillment of contractual obligations.
- 6.29.3 The original invoice submitted shall be in the name of the Tender Inviting Authority.
- 6.29.4 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful bidder at rates as notified from time to time.

### **6.30 After Sales Service Conditions:**

- 6.30.1 OSAMB attaches paramount importance to the after sales service of the mobile phones supplied to ensure smooth operation afterwards. The successful bidder is required to undertake preventive maintenance and attend all repairs, if any, including replacement of items found to be having any manufacturing defect that may arise to users during the warranty period free of cost.
- 6.30.2 The after sales terms and conditions will be strictly enforced and those bidders who are willing to support the Tender Inviting Authority in its endeavour to provide trouble free operation/performance of the mobile phones /equipments for the prescribed period need only participate in the bid.
- 6.30.3 The after sales service shall be performed during the warranty period. The detailed terms and conditions for after sales service mentioned hereunder.
- 6.30.4 Manufacturing defects noticed in mobile phones supplied or failure to provide satisfactory after sales services during or after the warranty period will lead to blacklisting/debarring of the bidders including forfeiture of the performance security, but after issuing due notice and providing opportunity for being heard.

### **6.31 Warranty Terms:**

The bidder shall guarantee for satisfactory performance of the equipments / materials for a minimum period of 12 months for Mobile Phones and their accessories Including batteries. This covers all manufacturing and workmanship defects. All warranty services are to be made available in all district of Odisha and/or Bhubaneswar. In the event of any defect in the equipment/ materials arising out of faulty design, inferior quality of raw material used or bad workmanship within the warranty period, the Seller shall guarantee to replace/ repair to the satisfaction of the Purchaser the defective equipments free of cost. Should however, the manufacturer fails to do so within a reasonable time, the Purchaser reserves the right to recover the amount from the seller either from the bills pending or may recover from the Performance Guarantee submitted by the firm. Seller shall give a Performance Bank Guarantee in favour of the Purchaser for as applicable of the order value valid for 180 days over and above the warranty obligation. If during the defect liability period any services performed found to be defective, these shall be promptly rectified by seller at its own cost, on the instruction of Purchaser.

- 6.31.1 The successful bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or

current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

6.31.2 The successful bidder further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the successful bidder, that may develop under normal use of the supplied goods.

There shall not be any MRP printed on the mobile phone or on any accessories or any packing. "Govt. Of Odisha Supply NOT FOR SALE" shall be inscribed / printed with indelible means on the body of the mobile phone, accessories and packing.

6.31.3 Each pack of mobile phone supplied shall carry a stamped warranty card certificate from the manufacturer for a period of one year from the date of delivery of the mobile phone with accessories to OSAMB, which shall be the document on basis of which a user will be able to avail obligations/ services from manufacturer at declared service centres as per the terms and conditions of warranty agreed between the supplier and purchaser as per this tender. A warranty certificate for entire supply order shall be jointly signed between representative of TIA and supplier as per Annexure-II.

6.31.4 The prospective bidder, shall submit an undertaking in the **Format T5** they are willing to provide spare parts for the period of warranty as mentioned. He shall also assure continuity of service to their product.

6.31.5 Details of After sales service centre in all districts of Odisha and Bhubaneswar along with proof of their capability to undertake such maintenance/repair within the stipulated time shall be provided by the bidder.

6.31.6 If the successful bidder, having been notified, fails to rectify the defect(s) within the stipulated period as per guarantee obligations, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful bidder's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful bidder under the contract.

6.31.7 The equipment which requires quality assurance test shall be done at free of cost .

6.31.8 The bidder shall provide warranty obligation

6.31.9 All software updates, if any required, should be provided free of cost during Warranty period.

### **6.32 Intellectual Property Rights (IPR)**

6.32.1 The successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful bidder under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.

6.32.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful bidder of the same and the successful bidder shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

6.32.3 The Successful bidder/its Indian Agent Provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/ Government of India against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Comprehensive Warranty.

### **6.33 Corrupt or Fraudulent Practices**

6.33.1 It is required by all concerned namely the Bidders/ Successful bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

6.33.2 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

6.33.3 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, 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 Tender Inviting Authority of the benefits of free and open competition;

6.33.4 Tender Inviting Authority will reject a proposal for award if it determines that the bidder recommended for award has engaged

in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

6.33.5 No bidder shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this bid in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a bidder to influence the Tender Inviting Authority in the Tender Inviting Authority's bid evaluation committee, bid comparison or contract award decisions may result in rejection of the bid.

#### **6.34 Force Majeure**

6.34.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

6.34.2 If a Force Majeure situation arises, the successful bidder shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof within one week of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority in writing, the successful bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.34.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days , either party may at its option terminate the contract without any financial repercussion on either side.



6.34.4 In case due to a Force Majeure event the Tender Inviting Authority is unable to fulfil its contractual commitment and responsibility, the Tender Inviting Authority will notify the successful bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

### **6.35 Resolution of Disputes**

6.35.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

6.35.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the bid document, either the Tender Inviting Authority or the successful bidder may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 r/w The Amendment Act 2015.

6.35.3 In the case of a dispute or difference arising between the Tender Inviting Authority and a domestic Successful bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Secretary to Cooperation Department, Govt. of Odisha whose decision shall be final.

6.35.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Bhubaneswar, Odisha.

### **6.36 Applicable Law & Jurisdiction of Courts**

6.36.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

6.36.2 All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Bhubaneswar / High court of Orissa.

### **6.37 General/ Miscellaneous Clauses**

6.37.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Successful bidder on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.

- 6.37.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 6.37.3 The Successful bidder shall notify the Tender Inviting Authority of any material change would impact on performance of its obligations under this Contract.
- 6.37.4 Each member/constituent of the Successful bidder(s), in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Tender Inviting Authority / Government for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.
- 6.37.5 The Successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority / Government of Odisha against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.
- 6.37.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

### **6.38 Penalties for Non-performance**

- 6.38.1 The penalties to be imposed, at any stage, under this bid are: -
- 6.38.1.1 Imposition of liquidated damages,
  - 6.38.1.2 Forfeiture of EMD/performance security
  - 6.38.1.3 Termination of the contract
  - 6.38.1.4 blacklisting/debarring of the bidder
- 6.38.2 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of bids in the first round itself and/or may lead to forfeiture of EMD or performance security as well as result in black listing/debarring of the bidder.
- 6.38.3 The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the bid document as that leading to forfeiture or EMD/ Performance Security or leading to black-listing/ debarring .

6.38.4 Any unexcused delay by the successful bidder in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful bidder liable to any or all of the following sanctions:

6.38.5 **Liquidated Damages:-** If the successful bidder fails to **deliver** the goods within the time frame(s) prescribed in the contract, the Tender Inviting Authority shall, without prejudice to other rights and remedies available to the Tender Inviting Authority under the contract, deduct from the contract price / purchase order price as liquidated damages, a sum equivalent to **1% of the value of the item** to be supplied **per week of delay or part thereof** on delayed supply of item (s) until actual delivery or performance subject to a **maximum** of **4%**. Member Secretary, OSAMB reserves the right to allow an additional penal period of 4 (four) weeks beyond the normal penal period (4 weeks) on the written request of the supplier with the condition that liquidated damage **@ 1.5%** will be charged for each week or part thereof during the extended penal period.

Penal period shall start after the stipulated delivery period (as the case may be). No goods shall be received from the supplier after expiry of the penal period of 4 weeks and the purchase order shall stand cancelled unless the supplier is allowed an additional penal period for delivery (maximum of another 4 weeks) by the Member Secretary of OSAMB.

Once the delivery period / extended delivery period with LD is exceeded, Tender Inviting Authority may consider termination of the contract. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated shall also apply and Tender Inviting Authority shall seek alternate measures at the risk and cost of the successful bidders.

6.38.6 The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided as appropriate by it with a view to prevent other government organizations from procurement of equipments from such bidders.

6.38.7 The decision to impose penalties and finally to black list the defaulting firm will be final and shall be binding on all bidders participating in this bid. However there will be provision for appeal before the government against the decisions of the Tender Inviting Authority.

## **6.39 Termination of Contract**

6.39.1 Termination for default:- The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority.

6.39.2 In the event of the Tender Inviting Authority terminates the contract in whole or in part, the Tender Inviting Authority may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement.

6.39.3 Unless otherwise instructed by the Tender Inviting Authority, the successful bidder shall continue to perform the contract to the extent not terminated.

6.39.4 Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority.

6.39.5 Termination for convenience:- The Tender Inviting Authority reserves the right to terminate the contract, in whole or in part for its convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority. The notice shall also indicate inter alia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

### **6.39.6 Fall Clause**

Fall clause is a price settle mechanism in rate contracts. The fall clause shall be made applicable if the rate contract holder (successful bidder) reduces its price or sells or even offer to sale

their rate contracted goods (Android Smart Phones as per the specification) following conditions of sale similar to those of the rate contracts, at a price lower than the rate contract price, to any person or organization during the currency of rate contract, the rate contract price shall be automatically reduced w.e.f, the date for all subsequent supplies under the rate contract and the rate contract shall be amended/reduced accordingly.

**6.39.7. Right to risk purchase**

If the seller/successful bidder fails to fulfill the terms and conditions of the order, OSAM Board shall have the right to procure the material/store (Android Smart Phones as per the specification) from any other party for fulfillment of its obligations as indicated in the contract and recover from the successful bidder all charges/expenses/losses/damages suffered by OSAM Board at the risk and cost of the successful bidder after giving 15 days notice to the successful bidder. This right will be without prejudice to the rights of the OSAM Board for any other action including termination as provided within the meaning of the contract.

## **SECTION VII**

# **TECHNICAL SPECIFICATIONS**

**Specification / Feature of Android Smart Phones to be Selected  
for Distribution to the Farmers in the State of Odisha**

<b>General Features</b>	
Browse Type :	Smartphone
Handset Color :	Black color with Govt. of Odisha Logo (white) at back side of the Handset.
Form Factor	Touch Screen Bar
Language Supported :	Multiple Language Supports including Odia.
<b>Display Features</b>	
Display Size :	4" or more
Display Type :	IPS LCD / OLED / AMOLED
Resolution :	480 x 800 Pixels or higher
Resolution Type :	WVGA or higher
<b>Operating System &amp; Processor Features</b>	
Operating System :	Android Lollipop 5.1.1 or higher
Processor Type :	Quad Core
Primary Clock Speed :	1.2 GHz. or higher
<b>Memory &amp; Storage Features :</b>	
Internal Storage (ROM)	8 GB or more
RAM :	1 GB or more
External Memory Support :	Micro SD (upto 32 GB or more)
External Memory Card Slot Type :	Dedicated Slot
<b>Connectivity / Network Features</b>	
Number of SIM :	Dual SIM
SIM Access :	Dual Standby
SIM Size :	Standard / Micro / Nano
Network Type :	4G (TDD LTE), 3G(UTMS), 2G(GSM)
Wi-Fi :	Yes
Bluetooth :	Yes
Map Support :	Google Map
Location Technology :	GPS
Ear jack :	3.5 mm Stereo
USB Interface :	Micro USB
SAR (Specific Absorption Rate) :	Less than 1.6 W/kg
<b>Multimedia Features</b>	
FM Radio :	Yes
Audio Playing Formats :	MP3, AAC, M4A, WMA, AMR, WAV
Video Playing Formats :	MP4, 3GP, 3G2, ASF, AVI, FLV, MKV, M4V, ASF

<b>Camera Features</b>	
Rear Camera Resolution :	5.0 Megapixel or more
Rear Flash :	Yes
<b>Battery Features</b>	
Battery Type :	Li-ion
Standard Battery Capacity :	1500 mAh or more
Removable / Non-removable	Removable
<b>Safety Features</b>	
The battery should not catch fire, smoke or explode in either any of the following cases :	
<ul style="list-style-type: none"> <li>▪ Short circuit</li> <li>▪ Over charge</li> <li>▪ Over discharge</li> <li>▪ Heating</li> <li>▪ Crush</li> <li>▪ Impact</li> </ul>	
<b>Preloaded Apps / Video</b>	
Preloaded Apps :	eNAM, riceXpert
Preloaded Video :	1 min. 52 secs short video named as "Cooperative at Doorstep" shall be provided by the TIA.
<b>Accessories</b>	
Charger, Headset, User Manual, Warranty Card	
<b>Warranty Features</b>	
Warranty Summary :	1 year replacement warranty by the manufacturer
<b>Important Notes:-</b>	
<p><b>Printing Requirements :-</b>There shall not be any MRP printed on the mobile phone, any accessories or any packing. "Govt. Of Odisha Supply NOT FOR SALE" shall be inscribed / printed with indelible means on the body of the mobile phone, accessories and packing.</p> <p><b>Welcome / Splash Screen :</b> Govt. of Odisha Logo.</p>	

**SECTION –VIII**

**FORMATS FOR SUBMISSION OF  
BID**

**(Technical Bid)**



## FORMAT – T 1

### CHECK LIST

(To be submitted in *Part I - Technical Bid*)

The document has to be arranged as per the order mentioned in checklist for ease of scrutiny.

The bidder has to **upload the documents** as mentioned in Check list **(in PDF format) online**, on or before the due date & time of submission of technical bid.

Name of the Bidder			
Sl. No	Item	Whether included Yes / No	Page No.
1	Format – T1 (Check List)		
2	Bid Document Cost through online (Rs.10000/- )		
3	The Earnest Money Deposit(s) through online		
4	Format – T2 (Details of Items quoted)		
5	EMD Furnished Online		
6	Format – T3 (Details of the bidder and service centre)		
7	Format – T4 (Declaration Form)		
8	Format – T5 (Manufacturer's Form)		
9	Format – T6 (Annual Turnover Statement by Chartered Accountant)		
10	Copies of the annual audited statements / Annual Reports for the financial years 2014-15, 2015-16 & 2016-17 (Provisional statements of accounts shall not be considered)		
11	Format–T7 (Performance Statement during the last three Years)		
12	Copies of purchase orders & end user certificates in support of the information furnished in Format T-7		
13	Format – T8 (Statement of deviation – Technical Specification)		
14	Format – T9 (Para-wise compliance to Technical Specification)		

15	Copy of the <b>Leaflets / Technical Brochures / Product Data Sheets</b> of the Model offered <b>highlighting features</b> in support of the information provided in Format – T9		
16	Copy of <b>Quality Certificates</b> (valid ISO) of the product / organization (As per Section <b>VII</b> - Technical Specification).		
17	Copy of the GST registration certificate		
18	Copy of PAN (Income Tax)		

**All the documents to be furnished in the checklist has to be page numbered. All the formats (T1-T9) are to be filled up mandatorily.**

**Important Notes:**

- 1) Mentioning of Page Nos. in the relevant column as mentioned above **is mandatory** for ease of scrutiny.
- 2) **No price information (i.e. Scanned copy of the price format etc.)** to be uploaded in Technical Bid.
- 3) After preparation of the all the documents as per checklist, the bidders have to put the page nos. on each page and put the signature of the authorized signatory & seal. Then each page has to be scanned and the scanned document to be uploaded in the e-tender portal before the scheduled date & time.
- 4) The bidders can find **two files** [(i) Scan copy of EMD, Tender document cost, GST, PAN etc. & (ii) All documents as per check list T1] in technical bid for uploading their files.

However, for **management of space** the bidders can **divide** their scanned documents in **two parts equally** (as both the file sizes are same) and upload **one part** (Scan copy of EMD, tender document Cost, GST, PAN, Documents as per check list T1 serially in **one file** and **balance** document of the check list T1 in the **second file** to avoid any space constraint.

- 5) A **Copy of the all the above documents** uploaded in the **technical bid** shall **also to be submitted** along with the Original EMD & Tender document Cost **on or before the scheduled online technical bid opening**. However, the copy of all documents to be submitted should be **exactly the same as uploaded in e-tender portal**. Copy of the documents to be submitted shall be only for the purpose of clarity / better visibility of the documents uploaded in case of any scanned documents uploaded (like **product catalogues / product data sheet** etc.) is not clear. In that case, the documents shall be considered for evaluation **if the scan copy of the same is uploaded**.

**Format - T2**

(To be submitted in *Part I - Technical Bid*)

**DETAILS OF THE ITEM QUOTED**

<b>Sl.</b>	<b>Name of Item</b>	<b>Name of Manufacturer</b>	<b>Country of Origin</b>	<b>Make</b>	<b>Name of the Model</b>	<b>*Details of offered product at Page No. (s)</b>
1						

Signature of the Bidder:

Date:

Official Seal:

## Format – T3

(To be submitted in *Part – I Technical Bid*)

### DETAILS OF THE BIDDER & SERVICE CENTER

GENERAL INFORMATION ABOUT THE BIDDER						
1	Name of the Bidder					
	Registered address of the firm					
	State		District			
	Telephone No.		Fax			
	Email		Website			
Contact Person Details						
2	Name		Designation			
	Telephone No.		Mobile No.			
Communication Address						
3	Address					
	State		District			
	Telephone No.		Fax			
	Email		Website			
Type of the Firm ( Please relevant box)						
4	Private Ltd.	<input type="checkbox"/>	Public Ltd.	<input type="checkbox"/>	Proprietorship	<input type="checkbox"/>
	Partnership	<input type="checkbox"/>	Society	<input type="checkbox"/>	Others, specify	<input type="checkbox"/>
	Registration No. & Date of					
Nature of Business ( Please relevant box)						
5	Original Equipment Manufacturer (OEM)		<input type="checkbox"/>			
			<input type="checkbox"/>			
Key personnel Details (Chairman, CEO, Directors, Managing Partners etc. )						
6	in case of Directors, DIN Nos. are required					
	Name		Designation			
	Name		Designation			
7	<i>Whether any criminal case was registered against the company or any of its promoters in the past?</i>			Yes / No		
8	<i>Other relevant Information's</i>					
8.a	<u>GST Registration</u> <i>Pl. mention whether Registered under GST : _____</i>					



**Format – T4**

(To be submitted in *Part-I Technical Bid*)

**DECLARATION FORM**

**(Affidavit before Executive Magistrate / Notary Public)**

I / We .....having My / our office at.....do declare that I / We have carefully read all the terms & conditions of bid of OSAMB, Odisha for the supply of Mobile phones. The approved rate will remain valid for a period of one year from the date of approval. I will abide with **all the terms & conditions** set forth in the **Bid document Reference no. OSAMB/2017-18/** along with the subsequent amendment, if any.

I/We do hereby declare I/We have not been de-recognized / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organization for supply of Non-standard items / Non-supply.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Performance Security Deposit and blacklist me/us for a period of 3 years if, any information furnished by us proved to be false at the time of inspection / verification and not complying with the Bid terms & conditions.

I / We .....do hereby declare that I / we will supply the \_\_\_\_\_ as per the terms, conditions & specifications of the bid document. I / we further declare that I / we have a service centre in all districts of Odisha to carry out the maintenance of the equipment offered.

Signature of the bidder :

**Seal**

Date :

Name & Address of the Firm :

**Format – T5**

(To be submitted in *Part– I Technical Bid*)

**MANUFACTURER’S OFFER FORM**

*(to be submitted by manufacturer in a **letterhead** in case the bidder is the manufacturer)*

No.

Dated:

To

**The General Manager**  
Odisha State Agricultural Marketing Board;  
Bhubaneswar.

Dear Sir / Madam,

Bid Reference No :

Equipment Name :

1. We ..... (name of the OEM) declare that we are the original manufacturers of the above equipment having registered ..... office at .....(full address with telephone number/fax number & email ID and website), and having factories at \_\_\_\_\_ .
2. No company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid reference no.
3. We hereby declare that we are willing to provide warranty and after sales service during the period of warranty as per the above bid and also supply spares for a period of 1 years.
4. We also hereby declare that we have the capacity to manufacture and supply the quantity of the mobile phones with all accessories bided within the stipulated time.

(Name)

for and on behalf of M/s. \_\_\_\_\_

(Name of manufacturers)

Date:

Place:

**Seal**

Note: *This letter of authority should be on the **letterhead** of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.*

## **Format – T6**

(To be submitted in *Part – I Technical Bid*)

### **ANNUAL TURN OVER STATEMENT**

The Annual Turnover for the last three financial years of M/S\_\_\_\_\_ who is a manufacturer of Mobile phones are given below and certified that the statement is true and correct.

<b><i>Sl.No.</i></b>	<b><i>Financial Year</i></b>	<b><i>Turnover in (Rs) both in words and figures</i></b>
<b><i>1</i></b>	<b><i>2014-15</i></b>	
<b><i>2</i></b>	<b><i>2015-16</i></b>	
<b><i>3</i></b>	<b><i>2016-17</i></b>	
	<b><i>Average</i></b>	

Date:

Signature of Auditor/  
Chartered

Place:  
Accountant

(Name in Capital)

Seal

Membership No.

**N.B:**

This turnover statement should also be **supported by** copies of audited **annual statement** of the last three years / **Annual Report** and the turnover figure should be **highlighted** there.



**Format – T7**

(To be submitted in *Part – I Technical Bid*)

**PERFORMANCE STATEMENT**

(For the period of last **three years**)

**(Pl. Furnish order copies of the clients serially, the names of which are mentioned below)**

Name of Bidder : \_\_\_\_\_  
Name of Manufacturer : \_\_\_\_\_ **Name of the Item :** \_\_\_\_\_

Sl.	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Item Name	Make & Model	Qty	Value of Contract (Rs.)	Date of Completion	Have the goods been functioning satisfactorily (attach documentary proof)**
1								

(attach separate sheets if the space provided is not sufficient)

**Signature and seal of the Bidder**

- \* The documentary proof will be **copies of the purchase order** (during the last 3 years) indicating P.O. No. and date.
- \*\* The documentary proof will be certificate from the consignee/end user indicating P.O. No. and date.

## **Format – T8**

(To be submitted in *Part – I Technical Bid*)

### **STATEMENT OF DEVIATION – TECHNICAL SPECIFICATION**

Following are the Technical deviations and variations from the purchaser's Technical Specifications.

<b>Sl. No.</b>	<b>Item Name</b>	<b>Clause of Technical Specification</b>	<b>Statement of Deviations / Variations if any</b>
1			

(attach separate sheets if the space provided is not sufficient)

In case there is no deviation from technical specification, Pl. Mention ***No Deviation.***

Signature of the Bidder

Name :

Date :

Place

Seal



# **PRICE SCHEDULE**

Price bid format is **not enclosed** in this bid document. It has to be downloaded from the **e-procurement portal** <https://tendersodisha.gov.in> (under the respective bid reference No.)

PRICE BID (in the excel Format) has to be submitted **online only**. The **price bid format (excel sheet available in e-Tender portal)** is specific to a bid and is not interchangeable. The price bid format file shall be **downloaded from the e-Tender portal** by the bidder and quote the **prices in the respective fields before uploading it**. The Price bids submitted in any other formats will be treated as **non-responsive**. Multiple price bid submission by bidder shall lead to cancellation of bid.

## **Important Notes:**

1.The Unit price (**excluding tax & installation cost**) of the quoted items **to be mentioned in the price bid BoQ** (Column 3 of the excel file) **should include the basic price of the equipment with** all the standard & mandatory accessories **as asked for in the technical specifications.**

2.The bidders shall have to quote (upload) the breakup of prices **mentioned in the price BoQ (excel file) in a separate file (PDF File) attached in the e-tender portal against this tender reference indicating the basic price with all accessories (excluding taxes). In that case the total of the break up prices (excluding taxes) mentioned in the PDF file should be the same as the Unit price mentioned in the main BoQ file (Excel file)**

# **SECTION –IX**

## **ANNEXURES**

**(Required to be executed by the successful bidder)**

### AGREEMENT

THIS AGREEMENT made the..... day of ....., 20..... between..... (Name and Address of **Purchaser**) represented by the General Manager..... (hereinafter "the **Purchaser**") of one part and .....(Name and Address of Supplier) ..... (hereinafter "the Supplier") represented by ..... (Name of the Authorized Signatory and Designation), Aged ..... years, residing at ..... (Full Residential Address of the Signatory) of the other part:

WHEREAS the **Purchaser** has invited bids for the supply of mobile phones with guaranteed obligations vide bid no..... dated .....). The supplier has submitted technical and price bids and also demonstrated the technical specifications / features / other quality requirements as contained in the bid document. The **Purchaser** has finalized the bid in favour of the Supplier for the for the supply of the said goods and services for a total cost of Rs. .... (Contract Price in Words and Figures) (hereinafter "the Contract Price") and issued Letter of Intent / Supply Order No. .... Dated .....

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the bid document referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
  - (a) all the documents submitted by the bidder as part of technical bid and price bid;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications and other quality parameters;
  - (d) the clarifications and amendments issued / received as part of the bid document
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the **Purchaser's** Letter of Intent
3. In consideration of the payments to be made by the **Purchaser** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the **Purchaser** to supply the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **Purchaser** hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:**

**1) Basic Price**

<b>S.No.</b>	<b>Brief Description of goods</b>	<b>Quantity to be supplied</b>	<b>Unit Price</b>	<b>Total Amount (3 x 4)</b>	<b>Sales Tax &amp; other Taxes Payable</b>
1	2	3	4	5	6

**Delivery Schedule:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
 said ..... (For the **Purchaser**)  
 in the presence of .....

Signed, Sealed and Delivered by the  
 said ..... (For the Supplier) (Signature, Name, Designation  
 and Address with Office seal)

in the presence of .....

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

**WARRANTY CERTIFICATE**  
*(to be filled jointly by the Supplier & Representative  
of the Tender Inviting Authority)*

Date:

Purchase order No : ..... dated.....

The item ..... (*item Name*) Model No.....  
Quantity..... bearing serial no from ..... to..... were Delivered  
successfully at ..... and are offered with a comprehensive  
warranty for a period of ..... Years starting from ..... to .....  
including all the following accessories;

Sl. No	Name of the Item & its Accessories	Manufacturer's name	Equipment Serial No. from..... To.....	Qty

Name of the Supplier:	Name of the Head:
Signature:	Signature:
Seal:	Seal:



Bank Guarantee Format for Performance Security

To

The General Manager
ODISHA STATE AGRICULTURAL MARKETING BOARD.

WHEREAS..... (name and address of the supplier) (here in after called "the supplier") has undertaken, in pursuance of contact no.....dated..... to supply.....(description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligation in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be Performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the .....day of .....20.....

We the .....Branch..... undertake not to revoke the guarantee during its currency except with the previous consent of the ODISHA STATE AGRICULTURAL MARKETING BOARD in writing.

We .....Branch..... further agree that a mere demand by ODISHA STATE AGRICULTURAL MARKETING BOARD is sufficient for us..... Branch at Bhubaneswar to pay the amount covered by the Bank Guarantee without reference to the said Agency and protest by said Agency cannot to valid ground for us..... Branch to decline payment to ODISHA STATE AGRICULTURAL MARKETING BOARD.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Banks and address of the Branch

N.B.: Bank Guarantee from Structured Financial Messaging System (SFMC) enabled Bank shall only be accepted.

Our Bank details for generating Bank Guarantee are as follows:

IFS Code - ....., Branch Code - .....