Government of Goa

DIRECTORATE OF PLANNING, STATISTICS AND EVALUATION, Porvorim – Goa

Tender for

Supply, of Mobile Devices (Smart Phone) for 6th Minor Irrigation Census and 1st Census of Water Bodies with reference year 2017-18 in the State of Goa.
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Terms & Conditions of the Tender

1.1. Scope of Work

Tender for Supply of Mobile Devices at Head Office, Porvorim.

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<thead>
<tr>
<th>Sr. No.</th>
<th>Item Description</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobile (Smart Phone) Device.</td>
<td>24</td>
</tr>
</tbody>
</table>

Minimum configuration

- RAM - 4 GB
- ROM - 64 GB
- Display – 5"
- Front Camera - 8 MP
- Rear Camera - 13 MP
- Battery - 3000 MAh
- Android version 8.0 (Ice cream Sandwich) or higher
- GPS enabled to capture location
In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

“GoG” means Government of Goa.

“DPSE” means Director, Directorate of Planning, Statistics and Evaluation, GoG.

“OEM” means Original Equipment Manufacturer.

“MAF” means Manufacturer’s Association Form

"The Bidder" means Person/Company who bids against this tender.

“Eligible Bidder” means bidder satisfying qualifying criteria.

"The Purchaser" means Director, Directorate of Planning, Statistics and Evaluation, (DPSE) Govt. of Goa or any officer authorized by DPSE, to enter into the Contract with the Vendor.

“The Vendor” means the successful bidder with whom the Purchaser enters into a Contract against this tender.

"The Contract” means an agreement entered into by the Purchaser with the successful bidder through the placement of work order for subject work.

“Non compliance” means failure/refusal to comply the terms and conditions of the tender.
“Non responsive” means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro-forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non submission of EMD.

1.3. Eligibility Criteria for the Bidder

The Bidder shall fulfill the following eligibility criteria and shall submit documentary evidence in support of fulfillment of these criteria, while submitting its bid(s). Failure to comply with these requirements may result in the bid being rejected.

a) The Bidder should possess the following :-
   i. The Bidder should have a local support office in Goa.
   iii. A minimum annual turnover of at least Rs. 10.00 Lakhs in the financial year (2015-16/ 2015-16/ 2016-17/ 2017-18/ ). A certificate issued by the chartered accountant or copy of final accounts shall be submitted alongwith Tender document.
   iv. Successfully executed total Work Order(s) for supply of equipment’s amounting atleast Rs. 5.00 Lakhs in the State of Goa, in the financial year (2014-15/ 2015-16/ 2016-17/2017-18) proof of order copy be attached.

1.4. Terms & Conditions for the Bidder

1. The Bidder is expected to carefully examine all instructions, forms, Annexures, specifications and Terms & Conditions contained in the Tender Document. Failure to furnish all information required in the Tender Document, or submission of a bid not substantially responsive to the Tender Document in every respect, will be at the Bidder’s risk and may result in the bid being rejected.

2. The Contract shall remain valid for a period of Three (3) Years from date of issue of Work Order. The contract period shall end on the closing hours of the validity date.
3. The Bidder should neither have any pending case(s) with the GoG, nor be blacklisted/barred by GoG, and the same should be declared by the Bidder in the Undertaking, as per the prescribed format given hereto (Annexure C). Bids received without this undertaking may result in the bids being rejected. The Undertaking shall contain its assurance towards compliance to the Terms & Conditions of the Tender and carrying out business in Goa.

4. The DPSE may, at its discretion, extend the deadline for submission of bids by issuing corrigendum. Late submission will not be entertained. Last minute submission should be avoided. As such, DPSE will not be responsible for any failures in submission of bids.

5. The bid must be valid for 90 working days from the date of opening of the Tender. However, the DPSE, may at its discretion, extend this period for another 30 days, and the same shall be applicable to the Bidders.

6. Bidder is required to submit an authorization letter/MAF of the concerned OEM of the quoted brand/make. The authorization letter/MAF shall be on official letterhead of the OEM, and each page shall be initialed by the person signing it.

7. Bidder is required to submit product-specific Technical Brochure(s) of the product(s) quoted alongwith Tender Document.

8. The bidder is required to quote (Unit price) with comprehensive onsite warranty support of Two (2) years, inclusive of taxes (GST, Central Sales Tax, Service Tax & any other tax payable or paid, which is not forming part of the State Government revenue) except VAT & entry tax. VAT & entry tax shall be quoted separately, as given in the prescribed 'Commercial bid' format.

9. The estimated cost of supply is Rs. 3.12 lakhs. The bidders shall along with their tender produce 2% EMD on Total Cost tendered in the form of DD/Banker’s Cheque in name of Director, Directorate of Planning, Statistics and Evaluation. The EMD of unsuccessful bidder will be refunded after completion of Selection criteria.

10. The Commercial bids of only the technically qualified bidders will be opened. The price comparisons in deciding lowest quotation for the item shall be made over the rates quoted considering total of all the items as mentioned in Annexure B, inclusive of all taxes. The lowest evaluated valid quotation (L1) will normally be selected.
11. To assist in the scrutiny, evaluation and comparison of tender, DPSE may, at its discretion, ask some or all the Bidders for clarification of their tender on any of the points mentioned therein. However, in such cases, original copy of the technical clarifications shall be sent to DPSE through e-mail, courier, or in person, as required. The request for such clarifications and the response shall be in writing.

12. DPSE at its discretion reserves the right to accept, reject, cancel the tender, relax any part of the tender bid, or to extend the Contract without assigning reason thereof.

13. Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the Bidders who resort to canvassing are liable for rejection.

14. Incomplete or Conditional bids will be summarily rejected.

15. This Tender document is not transferable.

1.5. **Terms & Conditions for the successful bidder (Vendor)**

1. The responsibility of the successful bidder will be to supply the items strictly in accordance with the requirement and terms & conditions of this tender.

2. The Successful bidder cannot refuse to supply the item. Refusal shall be violation of the Terms & Conditions of this tender, and may lead to blacklisting of the bidder.

3. The successful bidder will be responsible for providing comprehensive onsite warranty support of Two (2) years for the supplied item(s) as per warranty terms of the tender. Date of warranty shall start from the date of its successful installation and commissioning. Purchaser will log service complaints with the vendor and not with the OEM.

4. An amount of 2.5% of the bill amount will be deducted from the Bill payment and kept as security deposit cum performance guarantee without interest which will be refunded after the completion of warranty period, after deducting the penalties, if any. Item will not be accepted and
payment against delivery will not be released without Performance Bank Guarantee.

5. The Successful bidder shall deliver the ordered item(s) within 30 days from the date of receipt of confirmed Supply Order.

6. If the Successful bidder needs extension of time period for execution of the supply order, he may apply for the same in writing to DPSE with reasonable grounds within seven (7) days of the receipt of Supply Order. The extension of time limit shall be granted by DPSE in writing if the reasons in such applications are found satisfactory. If the Successful bidder fails to give any such written intimation, it will be presumed that the Successful bidder has agreed to supply the items within the stipulated delivery time (30 days). If the Successful bidder fails to deliver the ordered Hardware within the extended time also, the bidder is liable to be blacklisted by DPSE through DoIT.

7. In case the Successful bidder fails to supply the Hardware within the specified time limit of 30 working days giving no such written intimation, DPSE shall either cancel the Supply Order or impose a penalty on the Successful bidder at 0.1% of the total cost of the Hardware that remained to be supplied, for each day of delay after the due date and the same shall be deducted from the Successful bidder’s bill after delivery. The Successful bidder cannot refuse to pay the penalty to DPSE. Refusal shall be violation of the Terms & Conditions of this tender, and may lead to blacklisting of the bidder. However, decision of DPSE will be final in this regard. Such penalty will be deducted from the bill payment or security deposit.

8. The responsibility of the successful bidder is to supply brand new item. In case, the supplied item is found damaged in transit or otherwise, the same will not be accepted at all. Similarly, if the item does not confirm as per the required Specifications of the tender, the same shall be rejected. The Successful bidder shall collect the rejected item from Registration.
Department at his cost and Registration Department shall not be responsible to deliver the same to the Successful bidder. Further, the Successful bidder shall replace the rejected item at his own cost within the agreed time limit by both the Parties.

9. The item supplied by the successful bidder will be tested by DPSE strictly in accordance with the technical specifications of the tender, before releasing payment to the successful bidder. No advance or part payment shall be made to the successful bidder prior to successful testing.

10. The Successful bidder shall be held responsible for delay in supply, installation and/or commissioning. The supply and installation will be deemed as incomplete if any component of the Hardware, or any documentation/media relating thereto is not delivered, or is delivered but not installed and/or not operational, and in such case the warranty period will not commence. The Warranty period will commence only when the supply & installation is completed.

11. During the validity period of the Supply Order, if the quoted item/model becomes unavailable in the market, the Successful bidder will be bound to supply the next higher version/configuration/family of the item/model at the same price at which the tender rate is fixed, after written intimation to DPSE, and DPSE’s subsequent confirmation for the same.

12. The Successful bidder shall submit the support plan for providing timely and accurate support, which will include details of Contact and Service Escalation Matrix to which the DPSE Department will contact for support. The support plan must clearly indicate the response time for attending the complaint Call after it is logged, the duration for restoration etc. The service support during the warranty period shall be discharged only through the Authorized Service Engineer.

13. If faults cannot be repaired within stipulated time as per support plan, the successful bidder shall arrange for temporary (standby) replacements of
the defective item depending on criticality, and mutually agreed by both the parties i.e. the Successful bidder and DPSE, till the faults are rectified. If the faults cannot be repaired, permanent replacement [of the same brand, equivalent model and of equivalent life-span (used)] shall be provided.

14. Any violation of terms and conditions or unsatisfactory Service Support for the purchased item may lead to forfeiture of Bank Guarantee and blacklisting.

15. The Vendors shall submit their Tenders in Sealed envelope duly superscripted “TENDER FOR SUPPLY, OF MOBILE SMART PHONE ”. The said Envelope shall also comprise of a Technical Bid and Financial Bid in two different envelopes duly sealed and shall super scribed “TECHNICAL BID” and “FINANCIAL BID”, respectively.

16. The Financial Bid of technically qualified Vendors will only be opened and considered for further process of selection of vendor.
UNDERTAKING

(To be filled by the Bidder only)

To,
The Director
Directorate of Planning, Statistics and Evaluation,
Porvorim – Goa.

Subject: Undertaking for participating in the tender for Supply, of Mobile Smart Phone.

We, _____<Name of the firm>______, having a registered office in the State of Goa at ______<Office address>__________, bearing registration no. <Registration no.>, have submitted the bid for Tender for Supply, of Mobile Devices for 6th Minor Irrigation Census and 1st Census of Water Bodies with reference year 2017-18 in the State of Goa, at the Directorate of Planning, Statistics & Evaluation, Govt. of Goa.

We hereby agree to strictly abide by the Terms & Conditions mentioned in this tender, and also to undertake full responsibility for the successful execution of the Contract with comprehensive onsite warranty support of Three (3) years.

We hereby confirm that the OEM represented by us are in Mobile (Smart Phone) business for last three years.

We hereby confirm that we are neither blacklisted/barred by Government of Goa (GoG) nor do we have any pending cases with GoG, as on date.

We hereby also declare that all the particulars furnished by us in this bid are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

Authorized Signatory with Name, Designation & Date:

Office Seal:

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TECHNICAL BID

FOR SUPPLY, OF MOBILE DEVICES (SMART PHONE) (6th Minor Irrigation Census & 1st Census of Water Bodies with reference year 2017-18)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Specification of Mobile Devices</th>
<th>Make/Brand</th>
<th>Qty Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td>24 Nos.</td>
</tr>
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</table>

Authorized Signatory with Name, Designation & Date:

Office Seal:
**ANNEXURE – B**

**FINANCIAL BID**

FOR SUPPLY, OF MOBILE DEVICES (6th Minor Irrigation Census & 1st Census of Water Bodies with reference year 2017-18)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Name</th>
<th>Warranty</th>
<th>Rate Per Unit (Including all Taxes except Goa VAT &amp; Entry Tax) (In Rs.)</th>
<th>Goa Value Added Tax (VAT) (In Rs.)</th>
<th>Goa Entry Tax (In Rs.)</th>
<th>Total Cost including all Taxes</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Mobile Devices (SMART PHONE)</td>
<td>2 years</td>
<td>1 Comprehensive On-site</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Bid Cost in words Rupees ________________________________________________________________________________)

Authorized Signatory with Name, Designation & Date:

Office Seal: