



Tender Document
Delivery Installation & Commissioning of IT
Hardware
for End to End computerization – Mukhya Mantri
Swyam Sahayta Bhatta Project



NIT Number:- BSEDC/3529 /16; dated 03/06/2016

Bihar State Electronics Development Corporation Limited
BELTRON Bhawan, Shastri Nagar,
Patna – 800 023, Bihar

Phone: 0612-228 1856 / 228 1857, **FAX:** 0612-228 1857

E-mail:- kumar.vinay@bihar.gov.in **Website:-** www.beltron.in



Bihar State Electronics Development Corporation Ltd.

(A Government of Bihar Undertaking)
Beltron Bhawan, Shastri Nagar, Patna 800 023
Telephone No. 0612-2281857, 2281856,
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Email: kumar.vinay@bihar.gov.in

NIT No. BSEDC/ 3529/16

Dated:03.06.16

E-Tender Notice

e-Tender for Delivery, Installation & Commissioning of IT Hardware for “End to End Computerization of Mukhya Mantri Swyam Sahayta bhatta yojna”

e-tenders (Schedule wise) are invited from System Integrator or IT Company duly authorized by OEMs for this tender, by Bihar State Electronics Development Corporation Ltd. for Supply & Installation of Hardware for 38 nos. of Registration Centres(1 in each district of Bihar at the district headquarter) across Bihar under “Mukhyamantri Nishchay Swyam Shayata Bhatta Yojna” project.The details of the tender document will be available on the website: **www.beltron.in** & **www.eproc.bihar.gov.in** by **06.06.16**.The submission of tender will only be allowed after amendments if any, as a result of Pre-Bid meeting.

Sd/-

Managing Director



CHAPTER 1. INFORMATION : GENERAL INSTRUCTIONS

The Bihar State Electronics Development Corporation (BSEDC) has been authorised by Department of Planning and Development to procure necessary hardware for its district registration centres for “Delivery Installation and Commissioning IT Hardware for End to End Computerization of Mukhyamantri Swyam Sahayta Bhatta project “

This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the bidders.

ISSUER

Bihar State Electronics Development Corporation Ltd. (herein after referred to as BSEDC) an undertaking of Department of Information Technology, Govt. of Bihar, invites proposals from leading manufacturers in the IT Industry for “Delivery Installation and Commissioning IT Hardware for End to End Computerization of Mukhyamantri Swyam Sahayta Bhatta project “

Important dates and events

Sl #	Particular	Details
1	Name of the Client (RFP Inviting Authority)	Managing Director, Bihar State Electronic Development Corporation Ltd. Patna
2	Sale of Bid Document	06.06.16 to 28.06.16 up to 04:00 PM
4	Last date for receiving the pre-bid queries via email.	12.06.16 up to 11:00 AM
5	Pre-bid meeting at BSEDC Office, Patna	14.06.16 at 10:30 AM
7	Last date and time for receipt of proposals through e-tendering	28.06.16 up to 06:30 PM
8	Date and time of opening of General cum Technical Proposal	29.06.16 at 11:00 AM



9	Tender Processing Fee	Rs.1,150/- (NEFT / RTGS, Net Banking, Credit / Debit Card)
10	Cost of RFP Document	Rs.15,000/- (NEFT / RTGS, Net Banking, Credit / Debit Card)
11	Earnest Money Deposit (EMD)	Rs.10,00,000 (Ten Lack) irrespective of the number schedules for which bid is being submitted
12	Name of the Contact Officer	Name: Mr. Vinay Kumar Designation: Project Lead Email: kumar.vinay@bihar.gov.in
13	PBG	10% of the contract value

PRE-BID MEETING & CLARIFICATIONS

Managing Director, BSEDC, will hold a pre-bid meeting with the prospective bidders on **14.06.2016 at 10:30 AM** venue shall be BSEDC conference hall.

The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Nodal Officer's Mr. Vinay Kumar, kumar.vinay@bihar.gov.in on or before **12.06.2016 up to 11:00 AM**.

The queries should necessarily be submitted in the following format:

Name, Designation, Mobile Number & Email Address of the Bidder Representative			
Sl#	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification

Managing Director, BSEDC shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the tendering authority.



RESPONSES TO PRE-BID QUERIES AND ISSUE OF CORRIGENDUM

1. The nodal officer notified by the Managing Director, BSEDC will endeavor to provide timely response to all queries. However, Managing Director, BSEDC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Managing Director, BSEDC undertake to answer all the queries that have been posed by the bidder.
2. At any time prior to the last date for receipt of bids, Managing Director, BSEDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by a corrigendum.
3. The corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website www.beltron.in & www.eproc.bihar.gov.in
4. Any such corrigendum shall be deemed to be incorporated into this RFP.
5. In order to provide prospective bidders reasonable time for taking the corrigendum into account, Managing Director, BSEDC, at its discretion, may extend the last date for the receipt of proposals.

CHAPTER 2 : ELIGIBILITY/PREQUALIFICATION Criteria

The Tenderers must fulfill the following conditions with supporting documentary proof along with the tender document irrespective of the schedule they are bidding

1. The bidder should be an OEM or a System Integrator (SI) or IT Company or Firm for participation in this Tender.
2. The bidder should be registered under Indian company act-1956 or Shop & Establishment act 1953 or any other government entity and should have been in the field of IT operations for a period of at least 10 years as on March 31, 2016, with positive net worth.
3. Bidder should be an ISO 9001 certified company.



4. Authorization certificate, bidder if not manufacturer, to sell the quoted item in Government Department, from the OEM of quoted Items brand, specific to this tender, as per technical spec compliance sheet, addressed to **The Managing Director, Bihar State Electronics & Development Corporation Ltd., Patna,**
5. The criteria for qualifying to bid for specific schedule are as below:
 - The bidder should show annual turnover from IT hardware supply and commissioning of minimum Rs 10 crore per year for last 3 years each for every schedule of bid being submitted as certified by Statuary Auditor.
 - i.e. For one schedule Rs.10 Cr,Two Schedule 20 Cr.,Three Schedule 30 Cr.,Four Schedule 40 Cr. and for total five schedule 50 Cr turnover is needed.
6. The criteria for pre-qualifying to bid for specific schedules are as below

Sl no	Schedule for Bid(for items specified in that particular schedule)	Min work order value for IT hardware supply & Installation in (last 3 years to government /PSU) Cr.
1	Schedule 1	4 Cr (minimum 2 line of items should comprise of the total amount of work order/orders)
2	Schedule 2	4 Cr (minimum 2 line of items should comprise of the total amount of work order/orders)
3	Schedule 3	3 Cr (minimum 4 line of items should comprise of the total amount of work order/orders)
4	Schedule 4	2 Cr (minimum 2 line of items should comprise of the total amount of work order/orders)
5	Schedule 5	10Cr. amount of work order/orders

7. The quoted brand / OEM should have Service Facilities/arrangement in Bihar, or the bidder should have their own service facilities in Bihar. Undertaking required. In case there are no such facilities, the bidder will have to open a service facility within one month of issuance of LoI.
8. Net worth of the Bidder should be positive & the bidder shall be a profit making company in each of the last three years.
9. The Technical compliance of specifications should be certified by the



respective OEMs.

10. The bidder should have VAT, CST and ST registration in Bihar. Otherwise they will have to give undertaking that they will get registered within a period of 30 days from the date of being declared successful in the bid.
11. The bidder shall provide self-declaration certification for non-engagement in fraudulent corrupt practices, non- blacklisting in any Govt./PSU/Bank/large enterprises in part and that they have not been ever blacklisted by any Government, Semi Government, PSU or Similar in India.
12. Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of financial evaluations.
13. Schedule wise price quoted by the technically qualified bidder will be evaluated individually to discover lowest bidder L1 (lowest bidder).
14. The following eligibility criteria will have to be met by OEM bidders in respect to their subsequent Authorized partners for which declaration is to be given as-per the **Annexure A** :

Sl no	Schedule for Bid(for items specified in that particular schedule)	Min work order value for IT hardware supply & Installation in (last 3 years to government /PSU) Cr.
1	Schedule 1	4 Cr (minimum 2 line of items should comprise of the total amount of work order/orders)
2	Schedule 2	4 Cr (minimum 2 line of items should comprise of the total amount of work order/orders)
3	Schedule 3	3 Cr (minimum 4 line of items should comprise of the total amount of work order/orders)
4	Schedule 4	2 Cr (minimum 2 line of items should comprise of the total amount of work order/orders)
5	Schedule 5	10Cr. amount of work order/orders in the specified line item

The Bidders and Authorized partners should be registered with Service Tax department of the Government of India. Enclose copy of the valid



Registration No. Declaration in this regard is to be given as per **Annexure -A.**

2.1 TENDERING PROCESS

- Submission of Proposals (Through electronic mode only)
- The bidder shall submit his bid/tender on e-Procurement platform at www.eproc.bihar.gov.in.
- The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website www.eproc.bihar.gov.in and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- The bidders shall submit their eligibility and qualification details, Financial bid ,certificates as mentioned in section etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.



- Tender Processing Fee (TPF) amount of Rs.1150/- to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
- Cost of BOQ/ Form Fee to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
- “Earnest Money Deposit (EMD) can be paid either through online mode or manual mode (BG, DD etc). In case of manual mode of payment of EMD, the original hardcopy of the EMD which may be a DD/NSC/KVP/BG or any other instrument that should be submitted in the tendering authority office within the next working day after tender closing date.”
- ***Note: "Bids along with necessary online payments must be submitted through e-Procurement portal www.eproc.bihar.gov.in before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non Submission of Tender / Non Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."***
- For support related to e-tendering process, bidders may contact at following address “e- Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, and Patna-800001 Ph. No: 0612-2523006, Mob- 7542028164” or may visit the link “SI Info” at www.eproc.bihar.gov.in.

2.2. Certificates to be submitted by Bidders

- I. Company/Firm Registration certificate.
- II. ISO certificates.
- III. Authorization letters from authorized signatory of Original Equipment Manufacturers (OEMs) for each line items quoted under either of the schedules or all the schedules. Proof of the same needs to be attached.



- IV. Last Three year's Audited Financial documents from Statuary Auditor
- V. Proof of Relevant Experiences in form of Order Copy with value etc.
- VI. Proof of service facility/arrangement in Bihar/undertaking for opening in one month.
- VII. Proof of Net worth & Profit for last three years.
- VIII. Technical Compliance.
- IX. Copy of VAT, CST and ST registration in Bihar
- X. Self-declaration certification for non-engagement in fraudulent corrupt practices, non- blacklisting in any Govt./PSU/Bank/large enterprises in last three financial years.
- XI. Self-declaration to deliver and commission the entire equipment within 45 days of receipt of the order.**
- XII. Datasheet of the quoted products with OEMs certification.
- XIII. Duly filled in Profile (**refer format in Annexure -A**) of the company with relevant details and enclosures.
- XIV. Any other document / details mentioned in this tender document.
- XV. The Bid will be evaluated at "Least Cost Method" considering the composite price submitted by the Bidder in Financial Format schedule wise.

2.3 EARNEST MONEY DEPOSIT (EMD)

Earnest Money Deposit of Rs. 1,000000.00 (Ten Lack) by Demand Draft (DD) / Bank Guarantee from a Nationalised Bank/Scheduled Bank drawn in favour of "**The Managing Director, BSEDC Ltd. Payable at Patna**" with 180 days validity from the date of bid submission should be enclosed with the Technical bid. The EMD will be returned back to the unsuccessful bidder. The EMD is not liable to earn any interest.

2.4 DETAILS TO BE FURNISHED AND MODE OF PRESENTATION

- a) The bid document should contain particulars like name and addresses of the Tenderer, cost including excise duty, customs duty, sales tax, surcharge, freight, Octroi, insurance and such other levies applicable for delivery. Taxes and other charges must be quoted separately in the prescribed format of the tender.



- b) The tender quote should be valid for a period of 180 days from the date of opening the Commercial Bid of the Tender, and the Bidders are required to accept and execute orders placed during the validity of this tender.
- c) The quote both in words and figures for each item with make, model and specifications should be indicated in Commercial bid, failing which bid offer will be summarily rejected.
- d) In case of difference between the unit price and the calculated total price, unit price will be applicable and recalculation will be made accordingly. In case of difference between value in figure and value in words, the value in words will be applicable.
- e) Technical specifications and Brochures for each item quoted should be enclosed in the Technical Bid.
- f) Submission of any additional documents will not be entertained after tender opening. The office will not accept any document after closure of submission schedule.

2.5 OPENING OF TENDER

The tenders received on the date and time specified in the tender document will be opened by the Committee members of BSEDC Ltd. The bidder or their authorized representative may be present during the tender opening. The decision of the Managing Director, BSEDC Ltd shall be final in this regard.

2.6 SPECIAL TERMS

BSEDC reserves the right to negotiate with the successful L-1 Tenderer for further reduction of price and to ensure make/quality/specification of materials to be supplied. BSEDC reserves the right to increase or decrease the quantity requirements to the extent Govt. feels the exigency of the new project of any quantity in terms of products & services. BSEDC reserves the right to scrap the tender at any point of time without giving any clarification.

2.7 FORFEITURE OF EARNEST MONEY DEPOSIT

If the successful tenderer fails to act according to tender conditions in any aspect or backs out after the tender was accepted, the EMD will be forfeited by BSEDC limited.



2.8 ACCEPTANCE OF TENDER AND WITHDRAWALS

- a) The final acceptance of tender is entirely vested with Managing Director, BSEDC limited, GoB, who reserves the right to accept or reject the tenders without assigning any reason. There is no obligation on the part the Department to communicate with the rejected Tenderers. After acceptance of the Tender, the Tenderer shall have no right to withdraw his Tender or claim higher price.
- b) The tender accepting authority may also reject the tenders for reasons such as changes in the scope of procurement with advanced technology equipment, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

2.9 SECURITY DEPOSIT (PBG)

The successful Tenderer will remit the Security Deposit of 10% of the P.O. Value in the terms of Irrevocable Bank Guarantee from a Nationalized/ Scheduled Bank drawn in favour of “**The Managing Director, BSEDC limited**, payable at Patna” should be enclosed with the contract agreement within fifteen (15) days from the date of receipt of the Letter of Intent/P.O. and shall be valid for 39 months.

- a) The PBG remitted by the Tenderer will be returned after the expiry of warranty period.
- b) The Earnest Money Deposit will be forfeited if the tenderer fails to remit PBG within 30 days of Award of the order. However, EMD will be returned on receipt of PBG.

2.10 RELEASE OF PURCHASE ORDER

- a) Purchase order (P.O.) will be issued to the successful L1 tenderer schedule wise , along with firm list of locations (with name, address & contact nos) of delivery & installation.
- b) In case of any incomplete location (Site Not Ready), the bidder will be required to submit a report on same **ANNEXURE- B**.

2.11 PRE DISPATCH INSPECTION

BSEDC, at its discretion, may ask the tenderer to make arrangements for Technical evaluation by the technical team of the department for all the



equipment, at BSEDC/Department of Planning and development store or at the tenderers warehouse prior to dispatch.

2.12 SCOPE OF WORK

- a) The geographical scope of the MSSBY project in the State of Bihar will encompass all the District registration centres which are total 38 in number in the state of Bihar (1 in each district at the district Headquarter).
- b) The SI/OEM will Supply and commission the required hardware with warranty of 3 years and AMC of next 2 years from the date of commissioning at district registration centers in Bihar
- c) The SI/OEM will integrate the supplied network hardware at sites with prevailing LAN at the DRCC and will be responsible for seamless exchange of data via network component included in this RFP (Patch cords, network Panel, Router, Switch, Modem etc.)
- d) Mean Time between Failures (MTBF): If during contract period, any equipment has a hardware failure on four or more occasions in a period of less than three months or six times in a period of less than twelve months, it shall be replaced by equivalent or higher-level new equipment by the SI/OEM at no cost to P&DD.
- e) The System Integrator/OEM, will submit project plan along with the proposal specifying the fault control centre location and how it proposes to carry out repair under AMC. The System Integrator/OEM shall also indicate what spares will be kept in different locations. The infrastructure planned to be created by the System Integrator/OEM to fulfil his obligations under AMC and his action plan to deal with the various situations arising out of hardware and software faults shall be clearly indicated.
- f) The support for planning, optimization and tuning of hardware and software after commissioning, whenever needed during Operation period/ Warranty / AMC shall be provided by System Integrator/OEM at no extra cost to the purchaser.
- g) System Integrator/OEM shall maintain data regarding entitlement for software enhancements, refreshes, replacements and maintenance.



2.13 PAYMENT TERMS

SN	PERCENTAGE (%) OF PAYMENT	CONDITION/EVENT
01	60%	Against Delivery (Proof needs to be submitted)
02	20%	Against Installation & Commission after Satisfactory FAT by BSEDC or its nominated agencies.
03	20%	In equal QGRs in 36 months

a) Schedule of Deployment

All hardware to be Supplied and commissioned shall be within 45 days of issuing LoI/work order.

b) LIQUIDATED DAMAGES FOR NON-FULFILMENT OF ORDER

Penalty will be levied at 05% per week on the unfulfilled order subject to a maximum of 20% for any delay in supply, installation and commissioning beyond the stipulated period, beyond which order may be cancelled and suitable action may be taken.

2.14 WARRANTY

- A comprehensive onsite warranty of 36 months will be provided by the bidder against the supplied and commissioned equipments with satisfactory performance for all the equipments and accessories used for commissioning the systems from the date of installation.
- If any defects in manufacturing or technical aspects are noticed within the warranty period, the tenderer is liable to rectify or replace free of cost.
- Mean Time between Failures (MTBF): If during contract period, any equipment has a hardware failure on four or more occasions in a period of less than three months or six times in a period of less than twelve months, it shall be replaced by equivalent or higher-level new equipment by the System Integrator at no extra cost.

2.15 SLA AND ASSOCIATED PENALTIES

The penalties are to be applied post commissioning of the sites. The time of resolution would be considered from the time of incident logging at the helpdesk (**Helpdesk shall be facilitated by SI/OEM**). All incidents will be treated high priority and the below matrix will be used to deduct penalties in the operations phase



Sl No.	Time (ISSUE RESOLUTION) post Incident Logged (in hours)	Impact	Penalty (in % percentage)
1	= 24 hours	High	0%
2	> 24 hours, <48 hours	High	2% Of the unit hardware cost
4	>= 48 hours	High	5% of hardware cost for each subsequent day of delay in issue rectification

2.16 SPARES SUPPORT

The System Integrator/OEM shall also indicate what spares will be kept in different locations. The infrastructure planned to be created by the System Integrator/OEM to fulfil his obligations under AMC and his action plan to deal with the various situations arising out of hardware and software faults shall be clearly indicated.

The tenderer shall undertake to supply the necessary spares required to maintain the equipment for a period of 3 years.

2.17 FORMAT OF MAF

FORMAT FOR MAF-CUM-DECLARATION

To,
The Managing Director,
Bihar State Electronics Development Corporation Limited,
Beltron Bhawan
Baily Road, Patna.

WHEREAS

We **(Name of the Manufacturer)**, who are official manufacturers of **(Names of Items)**, having factories at **(Name of Country)**, do hereby authorize **M/s**, **(Name of Address of Firm)** to submit a bid & supply Products against your tender enquiries for the Goods, manufactured by us. We give undertaking that this bid complies with specification in toto.



We hereby extend our full onsite guarantee / warranty of three years (Next Business Day) in accordance with the terms & conditions mentioned in the RFP either by ourselves/or through our service arrangement(s), with respect to the Goods offered by the above firm, for which we shall maintain sufficient replacement/spares/equipment in Bihar.

We shall follow the time lines as per tender terms.

Signed:

Name:

Title:

Dated

CHAPTER 3 :

ANNEXURE – A : 3.1 PROFILE OF THE COMPANY

The tenderer should furnish the following details to be pre-qualified for the commercial bid opening.

SL. NO.	DETAILS	REMARKS
01	Name of the organization and year of incorporation.	
02	Address of the Registered office of Tenderer with phone and Fax number.	
03	Sales Tax registration No. TIN / VAT & CST	
04	Audited Balance sheet and Income statements of the just concluded year and the previous three years	
09	Name of the Government agencies and other organizations, to whom the supply installation and commissioning of items indicated in the Schedule (enclose copy of purchase orders and other documents	
10	Details of service center in Patna or nearest location (Full address with Phone and Fax No.)	
11	Indicate your delivery schedule	
12	Declaration to supply the necessary spares required to maintain the equipment functional for a period of 3 years.	



13	Declaration of Authorized partner by OEM bidder as per the mentioned eligibility criteria.	
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Note: All the details above with supporting documents must be provided by the Tenderer.

3.2. A. BILL OF MATERIAL FOR SCHEDULE- I

Bill of Material : Schedule -I			
SN.	Description	UoM	Qty.
1	Scanner	Nos.	718
2	Fingerprint Device	Nos	718
3	Stand mounted camera	Nos.	718
4	Facsimile	Nos.	38

3.2. B. BILL OF MATERIAL FOR SCHEDULE- II

Bill of Material : Schedule -II			
SN.	Description	UoM	Qty.
1	LFD screen 55”(Min.)	Nos.	112
2	Token and display Unit	Nos.	718
3	Token vending machine with Hub	Nos.	38
4	Token calling unit	Nos.	718

3.2.C. BILL OF MATERIAL FOR SCHEDULE III

Bill of Material – Schedule -III			
SN.	Description	UoM	Qty.
1	I/o Box	Nos.	718
2	Patch panel	Nos.	90
3	LAN patch cables	Nos.	3500
4	Router	Nos.	76
5	Switch	Nos.	86
6	15 U rack	Nos.	38
7	Modem	Nos.	76

3.2. D. BILL OF MATERIAL FOR SCHEDULE IV

Bill of Material – Schedule -IV			
SN.	Description	UoM	Qty.
1	Card printer	Nos.	76
2	PVC Card *	Nos.	500000
3	Ribbon		For 500000 cards



* The supplied Card will have pre-printed matter in color , as finalized by the office of the Department of Planning and Development, for which no extra cost will be payable.

3.2.E. BILL OF MATERIAL FOR SCHEDULE V

Bill of Material – Schedule -V			
SN.	Description	UoM	Qty.
1	Online UPS (40 KVA) and associated batteries	Nos.	66

3.3 TECHNICAL SPECIFICATION OF EQUIPMENTS

Mentioned in **ANNEXURE- D** of the RFP.

3.4 FORCE MAJEURE

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the Bidder shall promptly notify BSEDC in writing of such condition and the cause thereof. Unless otherwise directed by BSEDC, the Bidder shall continue to perform its obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

3.5 ARBITRATION

BSEDC and selected agency shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this Agreement.

If, after thirty (30) days from the commencement of such informal negotiations, any and all disputes, controversies and conflicts (“Disputes”) arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation shall resolve or settle amicably through mutual negotiation and discussions, if the dispute/disputes is not settled amicably then in that case it shall be finally decided



by reference to Bihar Arbitration Tribunal in accordance with Bihar Public Works Contracts Dispute Arbitration Tribunal Act, 2008, Rules framed there under or procedure prescribed by the Bihar Arbitral Tribunal. The award of Bihar Arbitral Tribunal shall be final and binding on the parties. It is further clarified in case any dispute/s is/are not come in the preview of “Work Contract” defines under the Section 2 (k) of the public Works Contracts Dispute Arbitration Tribunal Act, 2008, then in that case same shall be governed as per provisions of Arbitration and conciliation Act, 1996 and shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. The place of arbitration shall be Patna and the language used in the arbitral proceedings shall be English. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction and sole arbitrator shall be appointed by the Managing Director, BSEDC.

3.6 GOVERNING LAW & JURISDICTION

This contract shall be governed by the laws of India and courts at Patna shall have exclusive jurisdiction over matters relating to or arising from this contract.

3.7 (ANNEXURE- B) SITE NOT READY FORMAT

1.	Agency / Vendor Name	
2.	Project Name	
3.	Purchase Order No. & date	
4.	Equipment Name	
5.	Date of delivery	
6.	Date of 1st Visit for installation	
7.	Site not ready reason	
8.	Tentative date of site being ready for installation	
9.	Contact detail of vendor for getting equipment installed, if site get ready.	
10.	Certificate	There is no delay on the part of vendor in getting the equipment installed



11	Name of End User at site	
12	Designation:	
13	Signature of End user.	
14	Date:	

3.8 ANNEXURE – C (BG FORMAT)

IRREVOCABLE BANK GUARANTEE NO.

BENEFICIARY:

**Bihar State Electronics Development Corporation Ltd
Beltron Bhawan,
Shastri Nagar, Patna-800023**

At the request of M/s -----(Name of the vendor with full address) ,we hereby guarantee to pay you a sum of Rs..... (Rupees.....) in connection with the Tender for supply of (Name of the items supplied by the vendors, against Purchase Order No.-----) etc. (Schedule- no.- --, Item No-----) against **Earnest Money Deposit/Security Deposit** as prescribed under the **Tender Document NIT** (Tender Notice No.:----- dated:-----.) and its subsequent corrigendum.

This guarantee is valid for a period of ----- months with effect from (.....) to (.....) and after which no claim will be entertained by us and this guarantee will automatically become null and void.

Any claim under the guarantee must be made in writing duly signed by BSEDC and must be received and acknowledged by us on or before the guarantee expiry date.

This bank guarantee may be renewed from time to time upon a written request by both the parties before the expiry of the validity.

Notwithstanding anything contained herein

- a) Our liability under this guarantee shall not exceed the amount mentioned above i.e. Rs----- (In words)
- b) This Bank Guarantee shall be valid up to -----
- c) We are liable to pay the guarantee amount or any part there of under this



Bank Guarantee and only if served upon us a written claim on or before-----

Dated the-----day of----- (Month) ----- (Year) for-----

(Name of the Bank with fully address)

Details of Bank Guarantee i.e. no. date etc

Authorized signatory/ Branch Manager

(Details of Bank)

3.9. A. FORMAT FOR FINANCIAL BID :- SCHEDULE I /II/III/V

Schedule No.....								
SN	Item Description (Make&Model)	UoM	Qty.	Unit Price (Inclusive of Taxes & 36 months Onsite Comprehensive Warranty)	Delivery Charges per unit (at dispersed locations all across Bihar.)	Installation Charges per unit (at dispersed locations District Headquarters)	Unit Price including taxes, delivery, installation and onsite warranty	Total Price including 3 years comprehensive onsite warranty
			a	b	c	d	(b+c+d)=e	a*e
1								
2								
3								
Net Amount								
In Word								

Note: The lowest price (L1) will be decided schedule wise

3.9.B. Annual Maintenance Cost

This figure will not be used in evaluation. However, the rate may be used by BSEDC in case it decides to extend the warranty support beyond 3 years

AMC Duration	Amalgamated AMC Rate (as % of total Net Amount)
For 4 th Year	
For 5 th year	



Note: Additional rates for AMC must be given in percentage terms total item Cost for all items of all Schedules

3.9.C FORMAT FOR FINANCIAL BID :- SCHEDULE IV

Schedule No IV								
SN	Item Description (Make & Model)	UoM	Qty.	Unit Price (Inclusive of Taxes & 36 months Onsite Comprehensive Warranty)	Delivery Charges per unit (at dispersed locations all across Bihar.)	Installation Charges per unit (at dispersed locations District Headquarters)	Unit Price including taxes, delivery, installation and onsite warranty	Total Price including 3 years comprehensive onsite warranty
			a	b	c	d	(b+c+d)=e	a*e
1	Card Printer							
2	Pre printed 500000 cards with requisite ribbons with full card printing for 5 Lakh Card.							
Net Amount								
In Word								

Note: The lowest price (L1) will be decided schedule wise

3.9.D. Annual Maintenance Cost

This figure will not be used in evaluation. However, the rate may be used by BSEDC in case it decides to extend the warranty support beyond 3 years

AMC Duration	Amalgamated AMC Rate (as % of total Net Amount)
For 4 th Year only for Card Printer	
For 5 th year only for Card Printer	

Note: Additional rates for AMC must be given in percentage terms total item Cost for all items of all Schedules