

Tripura State Computerisation Agency (TSCA)

(A society of Directorate of Information Technology, Government of Tripura)
ITI Road, Indranagar
Agartala, Tripura - 799 006

TENDER NO.F.18(32)-DIT/Smart Phone/18

Tender for Supply of Smart Phone

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Important Information to Bidders

S No.	Information	Details
1.	Tender No.	NO.F.18(32)-DIT/Smart Phone/18
2.	Tender Publication Detail	The tender form can be seen and downloaded from the website https://tripuratenders.gov.in and also from Directorate of IT website at https://dit.tripura.gov.in and https://tripura.gov.in . The stated Tender is in e-Tender mode with built-in e-Bid and their online evaluation and can only be accessed through https://tripuratenders.gov.in .
3.	Date Of Commencement Of Bid	26/02/2019
4.	Last Date And Time For Receipt Of eBids	26/03/2019 upto 5PM
5.	Date & Time Of Opening Of Prequalification Bids and Technical Bids	28/03/2019 at 11AM
6.	Bid Validity Period	180 days from the date of floating the tender.
7.	Tender Fee	Rs 10,000/- in the form of DD in favor of Member Secretary, Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura), payable at Agartala.
8.	EMD Amount	Rs 10,00,000/- in the form of DD in favor of Member Secretary, Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura) payable at Agartala.
9.	Performance Bid Security (PBG) Amount	10% of the project cost as a security deposit for period of one and half (1.5) years in the form of Demand Draft/Performance Bank Guarantee.
10.	Address For Communication / Pre-Bid / Submission/ Opening of Technical & Commercial Bid	Member Secretary, Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura), ITI Road, Indranagar, Agartala-799006
11.	Contact person	Shri. Uttam Podder, Joint Director
12.	Contact email	itdept-tr@nic.in
13.	Contact Phone no	0381-2355751

SECTION – I

1. Definitions

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

- 1.1 **“Authorized Representative”** shall mean any person authorized by either of the parties.
- 1.2 **“Bidder”** means any firm or group of firms or companies offering the service(s) and/or materials asked for in the Tender. The word bidder, when used in the pre-award period shall be synonymous with bidder, and when used after intimation of successful bidder shall mean the successful bidder, also called ‘Vendor or bidder’, with whom the Member Secretary, Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura) signs the Contract.
- 1.3 **“Contract Agreement”** means the agreement to be signed by the successful bidder and the Member Secretary, Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura).
- 1.4 **“Supply Order/Purchase Order”** means the letter to be issued by the Member Secretary, Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura) to the successful bidder with the intention to supply the item/items as per the specified terms and conditions.
- 1.5 **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value or influence the action of an official in the process of contract execution.
- 1.6 **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive the Member Secretary, Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura) of the benefits of free and open competition.
- 1.7 **“Default Notice”** shall mean the written notice of Default of the Agreement issued by one party to the other in terms hereof.
- 1.8 **“Good Industry Practice”** means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Bidder engaged in the same type of undertaking under the same or similar circumstances.

- 1.9 “Rates/Prices”** means prices of services and/or equipment quoted by the Bidder in the Commercial Bid submitted by him and/or mentioned in the Contract.
- 1.10 “Rs.” or “Rupees”** means the lawful currency of the Republic of India.
- 1.11 “Services”** means the work to be performed by the bidder pursuant to this Contract, as detailed in the Scope of Work.
- 1.12 “SLA”** means Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
- 1.13 “Tenderer”** shall mean the authority issuing this Tender and this authority shall be the Tripura State Computerisation Agency(A Society under Directorate of Information Technology, Govt. of Tripura).
- 1.14 “ IA”** shall be mean the Implementation Agency or Vendor to which the work will be awarded.
- 1.15 “ TSCA”** shall be mean Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura).
- 1.16 “BoQ”** meaning Bill of Quantity.

2. Scope of Work

- 2.1.** Supply of 14,312 nos. of Smart Phones as per Specification mentioned in Annexure-I.
- 2.2.** Providing service and onsite support during warranty period as per TSCA’s requirement, without any extra cost.

However, this is an indicative requirement. The actual requirement may increase or decrease during the execution work. Necessary payments will be made based on actual supply of the items.

3. Invitation for Bids

- 3.1.** Bidders are advised to study all commercial aspects, instructions, forms, terms and specifications carefully 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 rejection of the bid.

- 3.2. Sealed offers prepared in accordance with the procedure enumerated in Section II should be submitted to The Member Secretary, Tripura State Computerisation Agency, ITI Road, Indranagar, Agartala, Tripura - 799006.
- 3.3. The tender should indicate specifically price and taxes as per financial bid. No additional information will be entertained after due date. However, any change in Government taxes will be paid/ deducted by the TSCA as per rules. TSCA may reject tenders if they do not carry such information separately and specifically quantitatively.
- 3.4. The bids should indicate that the rates are for the TSCA.
- 3.5. Eligible vendor/manufacturers have to submit their bid for all the items specified in this tender document.
- 3.6. The vendor should clearly indicate the delivery period and validity period of the tender.
- 3.7. The bidders are required to quote for each item separately. Prices must be quoted in Indian currency only (INR).
- 3.8. The bidders have to submit refundable EMD of Rs. 10,00,000/- (Rupees Ten Lakh) in the form of Demand Draft valid for a period of 3 months in favour of "**Member Secretary, Tripura State Computerisation Agency**" payable at Agartala from Nationalized Bank/ Schedule commercial Bank having branch at Agartala. The issue date of the DD shall be after the floating date of the tender. Tenders which are not accompanied by earnest money and tender fee or incomplete in any respect will be rejected out rightly.
- 3.9. Successful bidder has to submit **10% of the project cost as a security deposit for period of one and half (1.5) years in the form of Demand Draft/Performance Bank Guarantee** (As per format given at Annexure-VIII) from Nationalized Bank/ Schedule commercial Bank having branch at Agartala. After providing the security deposit, EMD of the successful bidder will be returned. However, EMD of the unsuccessful bidder will be returned after issuing of supply order to the successful bidder.
- 3.10. TSCA reserves the right to reject any or all tenders without assigning any reason whatsoever.
- 3.11. The tenders will be opened on the date and the time indicated in the presence of bidders. If the date of opening is declared to be a holiday, the tenders will be opened on the next working day.

- 3.12.** No advance payment or payment against Performa invoice will be made. Payment will be made after receipt, inspection, installation and testing and final acceptance of the item(s).
- 3.13.** Any damaged or unapproved goods shall be returned at the bidder's risk and cost and the incidental expenditure thereupon shall be recovered from the concerned party.
- 3.14.** Printed conditions of the firm sent along with the quotation, if any, shall not be binding on us.
- 3.15.** Packing list must be put in all packages.
- 3.16.** On acceptance of tender, the date of delivery should be strictly adhered to otherwise, TSCA reserves the right not to accept the delivery in full or in part. In case the order is not executed within the stipulated period, TSCA will be at liberty to make purchase through other sources, and to forfeit the earnest money of the bidder.
- 3.17.** Payment of bill will be made through the crossed account payee cheque drawn in favour of bidder or through eRTGS/NEFT on submission of invoice and acceptance from the authorised person of TSCA Tripura.
- 3.18.** Delivery of all the equipment will be within 60 days (maximum) after the allotment of supply order from TSCA.
- 3.19.** TSCA shall not be responsible for any postal delay about non-receipt/non-delivery of the documents.
- 3.20.** The payment shall be made as per below:

Sl. No.	Milestone	% of Payment to be released
1	Delivery of equipment	90% of the amount for item at Sl No.1 of BoQ.
2	After 6 (six) month of delivery	5% of the amount for item at Sl No.1 of BoQ .
3	After expiration of 1 (one) year warranty period	5% of the amount for item at Sl No.1 of BoQ .

3.21. SLA and Penalty

Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder. The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them.

3.21.1 Penalties for delay in Delivery:

Delivery of all the equipment will be within 60 days (maximum) after the allotment of supply order from TSCA. If the vendor fails to deliver the equipment within the time period(s) specified in this tender document, the TSCA, under Govt. of Tripuramay without prejudice to its other remedies under the agreement, levy as penalties, for each week or part thereof of delay, until actual delivery of performance. Moreover if delay exceeds 8 weeks TSCA reserves the right to terminate the supply order and also forfeit the Security deposit and may backlist the agency, if suitable justification is not given by the Agency.

Delay in weeks	Penalty
Up to 1	2% of Project Cost
Up to 2	4% of Project Cost
Up to 3	6% of Project Cost
Up to 4	8% of Project Cost
Up to 5	12% of Project Cost
More than 6	15% of Project Cost

3.21.2 In case of Force Majeure, the TSCA may consider waive off the penalty for that period of delay. However, the Vendor should submit justification along with necessary documentary evidence for claiming the waiver of penalty (if any).

SECTION – II

4. Procedure for submission of bids

The Bid shall be submitted in 4 (Four) parts, post registration in the <https://www.tripuratenders.gov.in>, as under:

PART-I:

Tender Fees and EMD: Bidder is expected to scan the relevant drafts into PDF format (in 150 dpi scan resolution).

PART-II: Pre-Qualification Documents.

Digitally signed Tender Document is to be downloaded. *The Tender document shall be downloaded by the Bidder*, digitally signed and upload the same for submission of “Pre-Qualification “during actual bidding session, which will be regarded as equivalent to signing all pages of the Tender Document.

All documents to be submitted for Pre-qualification as per Point no.10 of Section-II below are free-format except “Format for Final Information” as per Annexure-II and “Bidder’s Proposed Supply Period” as per annexure-III in this Bid document.

For all the free-format documents, Bidder is expected to scan the relevant documents into PDF format (in 100 dpi scan resolution).

PART-III:

TECHNICAL BID: Complete technical details, data sheet, OEM Authorization certificate and detail technical specification for the item to be offered & any other relevant documents.

PART-IV: Financial Bid.

Financial Bid will be considered for evaluation for those Bidders who have cleared the Part-II & Part-III.

N.B.: Bidders have to submit Tender Fee and EMD (in the form of DD), in an envelope super scribed as “*Tender Fee, EMD for Tender*” with tender title and reference number and the name and address of the Bidder to the Member Secretary, TSCA , Indranagar, Agartala-799006 by 27th March 2019 05:00 PM.

5. Tender Preparation Cost

The bidder shall bear all costs associated with the preparation and submission of its bid, including the cost of presentation for the purpose of clarification of the bid, if so desired by the client and client will in no case be responsible or liable for those costs, regardless of the conduct, or outcome of the Tendering Process. Tender document can also be downloaded from <https://tripuratenders.gov.in/nicgep/app>, and <https://dit.tripura.gov.in>.

6. Clarification of Tender Document

A prospective bidder requiring any clarification of the tender document may notify the client in the address and phone no. or email specified in “Important instructions to Bidders”. The client will respond in writing to any request for clarification of the tender document, received not later than 07 working days prior to the last date for the receipt of the bids prescribed by the client. In case of any further clarification on any of the points in the tender, if required, a meeting can be held.

7. Amendment of Tender Document

- 7.1.** At any time prior to the last date for receipt of bids, the client may for any reason, whether at its own initiative or in response to a clarification request by the prospective bidder, modify the tender document by an amendment.
- 7.2.** The amendment/Corrigendum if any will be notified in <https://tripuratenders.gov.in/> and will also be uploaded at www.dit.tripura.gov.in. and will be binding on the bidders. The bidders have to check the website regularly for any updates.
- 7.3.** In order to afford prospective bidder reasonable time in which to take the amendment into the account in preparing their bids, the TSCA may, at its discretion, extend the last date for the receipt of the Bids.

8. Language of Bids

The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and the client, shall be written in English language, provided that any printed literature furnished by the bidder may be written in another so as long accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

9. Bid evaluation method

- 9.1. The TSCA will first evaluate the technical bids of the bidders and the financial bids of only technically qualified bidders will be evaluated.
- 9.2. The TSCA will examine the bids to determine whether they are complete, whether any errors have been made, whether required Tender Fee and EMD have been furnished, whether the documents have been properly signed, and whether the bids are in order.
- 9.3. The TSCA may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any bidder.
- 9.4. Prior to the detail evaluation, The TSCA determine the substantial responsiveness of each bid to the bidding documents. For purposes of these, as substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. The TSCA determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 9.5. If a bid is not substantially responsive, it will be rejected by TSCA and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 9.6. TSCA reserves the right to accept any bid and to cancel/abort the bid process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder.
- 9.7. Arithmetical error will be rectified on the basis. If there is a discrepancy between words and figures, the amount in words will prevail.
- 9.8. Technical Evaluation: TSCA will examine the eligibility of the bidders as per the bid specification. Bids of the bidders, not satisfying the eligibility criteria and any technical deviation in the items quoted and not quoted shall be rejected. TSCA may ask for additional information from the bidders. On request from the TSCA the bidder may have to produce additional information. The time limit in which the bidders have to submit additional information, shall be decided by the TSCA and its decision shall be final in this regard.
- 9.9. Technical Bid Evaluation Criteria (Refer to Annexure V): The bidder has to score minimum 70% for each criteria mentioned at Technical Bid Evaluation Criteria at Annexure-V. The bidder scoring a cumulative point of 70 or more will be considered a technically qualified bidder which will then be considered for financial evaluation. The bids will be rejected if the cumulative technical score is below 70 points.

9.10. Financial Evaluation: Financial bids of only technically qualified bidders shall be evaluated. The bids, found lacking in strict compliance to the commercial bid format shall be rejected straightaway. On opening the financial bids, the Evaluation Committee shall read out the financial bids to all the technically qualified bidders and note the same. All the financial bids shall then be ranked according to the financial bid in increasing order with the bidder quoting the least amount ranked L1, bidder quoting next higher figure as L2 and so on. In case there is any tie in financial bids of one or more bidders, the bidder having the higher technical score will be given better ranking. In case the technical scores are also equal, all the technically qualified bidders shall be asked to resubmit the financial bid. However, in this case, the revised financial bids should be less than the lowest financial bid quoted earlier by the technically qualified bidders. L1 will be declared as successful bidder and his offer will be processed further.

10. Eligibility Criteria

- 10.1. The Agency should be financially sound having minimum annual turnover of Rs. 25 (twenty five) crore for each of the last three Financial Year (i.e. FY 15-16, FY 16-17 and FY 17-18).
- 10.2. The Agency should be in similar business (supply of mobile phone, ICT hardware etc.) for at least 5 years from the date of floating of this tender.
- 10.3. The Agency should have executed a minimum of **1 (One) similar project** (such as supply of mobile phone, ICT hardware etc.) having minimum project value of **Rs 3.5 crore** or **2 (two) similar projects having value of 2.5 crore or above for each project** or **3 (three) similar projects having value of 1.75 crore or above for each project** during last 5 years from the date of floating the tender. The bidder should submit copy of the supply order and completion certificate from the client.
- 10.4. Attach all documentary without which the bid shall be rejected.
- 10.5. The Agency should be registered and should possess necessary license from statutory bodies/organizations i.e. List of reputed customers dealt with them, PAN, and Copy of the Registration firm.
- 10.6. The bidder should not be debarred or black listed by any State / Central Govt. /PSU. A notarized affidavit must be furnished by the bidder to support the same.
- 10.7. The Agency should possess necessary GST registration from the competent authority.

- 10.8. The Agency should provide IT return document and audited balance sheet (if available) for last 3 financial years. (FY 15-16, FY 16-17 and FY 17-18).
- 10.9. The agency should have local representative in Tripura and the contact detail of that representative to be shared with TSCA.
- 10.10. Should have authorized service centre in Tripura from the OEM whose Smart Phone has been proposed or submit an affidavit to setup an authorized service center within 30 days from the issue of work order. Attach all documentary without which the bid shall be rejected.
- 10.11. The bidders should sign and stamp each page of this tender document and upload the same.

SECTION – III

ANNEXURE I – TECHNICAL SPECIFICATIONS OF ITEM

1. Technical Specification of Smart Phone.

Make:

Model:

Sl. No.	Specification	Compliance (Yes / No)
1	Should be manufactured in India	
2	4G, Voice over Long-Term Evolution (<i>VoLTE</i>) enabled	
3	RAM: 1GB, Storage: 8 GB (internal)	
4	Camera: 2MP front, 5 MP Rear	
5	Screen Size: 4 Inch or higher	
6	Battery: 2500 mAh	
7	Processor: Quadcore 1.1 GHz	
8	Service center available in Tripura	
9	Warranty: 1 Year	

ANNEXURE II – FORMAT FOR FINALCIAL INFORMATION

Tender Name: Tender for Supply of Smart Phone.

Name of the Bidder	Turn Over (Rs. In Crores)			
	FY 15-16	FY 16-17	FY 17-18	Average of 3(three) Financial Year

ANNEXURE III – FORMAT FOR BIDDER’S PROPOSED DELIVERY PERIOD

Tender Name: Tender for Supply of Smart Phone.

Name of the Bidder	Delivery Period in days		
	>= 15 days and <=30 days	>30 days and <= 45 days	>45 days and <= 60 days

The vendor need to provide project implementation delivery plan to support the declaration above.

Note: Please ✓ (Tick) in appropriate box.

ANNEXURE IV – TECHNICAL BID EVALUATION SHEET

Sl. No.	Criteria	Maximum Points	Points Scored
1.	Organizational Capability		
a.	<p>Average Annual Turnover for last three FY. (FY 15-16, FY 16-17, FY 17-18) (Average Annual Turnover \geq 25 crore and \leq50 Crore = 14 marks, Average Annual Turnover $>$50 Crore and \leq100 Crore = 17 marks, Average Annual Turnover $>$100 Crore = 20 marks)</p>	20	
b.	<p>The Agency should have executed a minimum of 1 (One) similar project (such as supply of mobile phone, ICT hardware etc.) having minimum project value of Rs 3.5 crore or 2 (two) similar projects having value of 2.5 crore or above for each project or 3 (three) similar projects having value of 1.75 crore or above for each project during last 5 years from the date of floating the tender (1 project of Rs. 3.5 crore or above=14 marks, 2 projects of Rs. 3.5 crore or above for each projects=17 marks, 3 projects of Rs. 3.5 crore or above for each projects=20 marks. Or \geq2 projects to 3 projects of Rs. 2.5 crore or above for each projects=14 marks, \geq4 projects to 5 projects of Rs. 2.5 crore or above for each projects=17 marks, \geq6 projects of Rs. 2.5 crore or above for each projects=20 marks. Or \geq3 projects to 5 projects of Rs. 1.75 crore or above for each projects=14 marks, \geq6 projects to 8 projects of Rs. 1.75 crore or</p>	20	

	above for each projects=17 marks, >=9 projects of Rs. 1.75 crore or above for each projects=20 marks		
c.	The Agency should be in similar business (supply of mobile phone, ICT hardware etc.) for at least 5 years from the date of floating of this tender. (Experience of >= 5 years and <= 7 years = 7 marks, >7 years and >= 9 years = 8. marks, >9 years = 10 marks)	10	
2.	Suitability of the technical proposal		
	Percentage of Technical Specification satisfied (Best Specification will get highest marks. Technical Bid Evaluation Committee will decide suitability of the product and provide the marks)		
a.	Technical specifications of Item at Annexure-I	30	
b.	Delivery period >= 15 days and <= 30 days = 20 Marks > 30 days and <= 45 days = 17 Marks >45 days and <= 60 days = 14 Marks at Annexure III	20	
	TOTAL Marks	100	

NOTE: Please submit all documentary evidence in support of above evaluation criteria.

ANNEXURE V – BID PROPOSAL SHEET

Bidder’s Proposal Reference No & Date:

Bidder’s Name &Address:

Person to be contacted:

Designation

Telephone No:

Fax No:

Email:

To <>

Subject:-Tender for Supply of Smart Phone.

Sir,

1. We, the undersigned bidders, having read and examined in detail general terms and conditions, the specifications and the entire Tender document in respect of the Tender for Supply of Smart Phone as per specified in **SECTION III** in the bidding document.
2. All price mentioned in our proposal are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the last date of submission of bids.
3. We do hereby confirm that the bid prices are **inclusive of all taxes**, wherever applicable.
4. We declare that all the services shall be performed strictly in accordance with the fine-tuned technical specifications. No Technical deviation will be acceptable and any technical deviation is liable to rejection of tender.
5. We hereby declare that our proposal is made in good faith and the information contained in this proposal is true and correct to the best of our knowledge & belief.
6. We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you

Yours Faithfully

(Signature)

Date

Place

Business Address Seal

Name

Designation

ANNEXURE VI – FORMAT FOR QUERIES

IA's requiring specific points of clarification may communicate with the Member Secretary, TSCA, during the specific period using the following format.

Tender No. :

Name of Project: Tender for Supply of Smart Phone.

Name of the IA –

Contact Address of the IA –

Sl. No.	Section No.	Page No.	Query

Signature:

Name of the Authorized signatory:

Company seal:

Note: All the queries should be sent in this format to itdept-tr@nic.in . No other format is acceptable apart from this format. TSCA will respond to any queries for clarification of the tender document, received not later than 07 working days prior to the last date for the receipt of the bids. In case of any further clarification on any of the points in the tender, if required, a meeting can be held.

ANNEXURE VII – FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To
Member Secretary,
Tripura State Computerisation Agency
(A society of Directorate of Information Technology, Govt. of Tripura)
IT Bhavan, ITI Road,
Indranagar; Agartala

Dear Sir,

WHEREAS (Name of IA) hereinafter called "the IA" has undertaken, in pursuance of supply order dated 2019 to Supply of Smart Phone for the Tripura State Computerisation Agency(TSCA) a society of Directorate of Information Technology, Govt. of Tripura.

AND WHEREAS it has been stipulated in the said supply order that the IA shall furnish a Bank Guarantee ("the Guarantee") from a Nationalized bank for the project/performance for Supply of Smart Phone as per the terms and conditions of the Tender.

WHEREAS we ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give TSCA the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs. _____ (being 10% of the sum of order value) to TSCA under the terms of their Agreement dated on account of full or partial non-performance / non-implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards TSCA under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from TSCA stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to TSCA any and all sums demanded by TSCA under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from TSCA to the Bank shall be sent by Registered Post (Acknowledgement Due)/FAX/Email at the following address: Attention Mr.....
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of One and Half Year from the date of issue of this Guarantee.

However, the Guarantee shall, not less than 30 days, prior to its expiry, be extended by the Bank for further period.

4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - a. any change or amendment to the terms and conditions of the supply order or the execution of any further supply order.
 - b. any breach or non-compliance by the IA with any of the terms and conditions of any Agreements/credit arrangement, present or future, between IA and the Bank.
5. The BANK also agrees that TSCA at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against IA and notwithstanding any security or other guarantee that TSCA may have in relation to the IA's liabilities.
6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of TSCA or any other indulgence shown by TSCA or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.
7. This Guarantee shall be governed by the laws of India and only the courts of Agartala, Tripura shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this..... the Day of2019

Witness

(Signature) (Signature) (Name) (Name)
Bank Rubber Stamp

(Official Address) Designation with Bank

ANNEXURE VIII – Bidder Profile

1	Name of the Firm	
2	Registered Office address Telephone Number Fax Number e-mail	
3	Correspondence/ contact address	
4	Details of Contact person (Name, designation, address etc.) Telephone Number Fax Number e-mail	
5	Is the firm a registered company? If yes, submit documentary proof. Year and Place of the establishment of the company	
6	Former name of the company, if any.	
7	Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate.	
8	Number of years of experience: as a Bidder	
9	How many years has your organization been in business under your present name? What were your fields when you established your organization? When did you add new fields (if any)?	
10	What type best describes your firm? (documentary proof to be submitted) <ul style="list-style-type: none"> • Manufacturer • Supplier • System Integrator • Consultant • IA (pl. specify details) • Software Developer • Total solution provider (design, supply, integration, O&M) • IT Company 	
11	Number of Offices / Project Locations	
12	Do you have a local representation /office in Agartala? If so, please give the address, years of operation of the local office	
13	Have you in any capacity not	

	completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
14	Have you ever been denied tendering facilities by any Government/ Department/ Public sector Undertaking? (Give details)	
15	Whether Service Centre available in Tripura, if yes give Contact details with Name, Address, Phone, fax, email.	

SECTION – IV

GENERAL TERMS AND CONDITIONS

1. The Vendor is required to attach a proper and latest OEM Authorization certificate on their letterhead indicating the Tender /Enquiry Ref. number and date. Authorization letter should also include commitment from the Original Manufacturer that they will stand by the Vendor to provide services during the entire warranty period. Without proper authorization letter, the offer will be REJECTED.
2. The vendor is required to Supply the item/items to the satisfaction of the buyer at identified locations.
3. The vendor is required to clearly mention the make/type/model of the item. The vendor is also required to attach original manufacturer's Datasheets/Leaflets/Catalogues; otherwise the quotation is liable to be rejected.
4. The Vendor should adhere with all seriousness to the time schedule provided by the TSCA.
5. There is no provision for making advance payment to the vendor as per the TSCA rules. However, the bills should be submitted by the vendor as per the schedule mentioned in clause 3.20 and will be considered for payment within reasonable period.
6. The vendor is required to supply all relevant user manuals/documentation, power cables, connectors and required accessories and software along with the equipment.
7. The rates are to be quoted as per BoQ. Prices should be firm and fixed.
8. Validity of Proposal for supply of the items should be at least for 180 Days.
9. The vendor should provide and attach the following details along with its quotations: Quantity of similar items sold in last one year, list of reputed customers dealt with them, latest copy of Income Tax Return Form, PAN /TAN Copy of the Registration firm.
10. Warranty: The equipment offered should be given onsite guaranty/ warranty for a period of 1(one) year from the date of acceptance of the items for any defects. The equipment should be repairable at the service centers in Tripura.
11. TSCA reserve the right to blacklist the agency if the agency is involved in any fraudulent activity or violet any terms and condition of the Tender. In such scenario the performance security of the agency will also be forfeited by TSCA.