e-PROCUREMENT

REQUEST FOR PROPOSAL
FOR
RATE CONTRACT FOR PROCUREMENT OF
ANDROID BASED SMART PHONES

(e-Tender No.: HPSEDC/SMART-PHONES/2K19-9666)

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.,
1st Floor, IT Bhawan, Mehli,
Shimla – 171013, H.P.
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Website: www.hpsedc.in and HTTPS://hptenders.gov.in

Version-1, 11/11/2019
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1. Definitions:

1.1 In this part, the following interpretation of terms shall be taken:

2. Application:

3. Standards:

4. Patent Rights of the Goods:

5. Performance Security:

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7. Packing Delivery & Documentation:

8. Insurance:

9. Transportation:

10. Literature and Instruction:

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1. SCOPE OF THE TENDER:

1.1 Manufacture/Import:
SECTION-1: INVITATION FOR BIDS

TENDER No.: HPSEDC/SMART-PHONES/2K19-9666

e-Bids are invited by the undersigned for Rate Contract for the year 2020-2021 (for one year) and to meet out the immediate requirement of about 4460 Nos. Smart Phones having broad specifications hereunder:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item(s) Description</th>
<th>Approximate Quantity &amp; requirement to be received during the year 2020-2021.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Android based Smart Phones</td>
<td>4460 Nos.</td>
</tr>
</tbody>
</table>

For detailed technical specifications, please refer Annexure-I in Section-5.

GIST OF IMPORTANT GENERAL CONDITIONS

1) The tender has been floated for finalizing the rate contract for items as per specifications mentioned in Annexure-“A”. The rate contract will be done wherever the bidder has quoted lowest (L1) rate for the item as mentioned in Annexure-“A”. Only L1 rates will be conveyed to the departments and accordingly purchase orders would be placed for only L1 bidder’s rates. However, since the equipment is to be procured and supplied to Government department in the State Government, reasonability of the rates would be ascertained by the tender committee w.r.t. other rate contracts and in the market. Bidders have to ensure that the rates quoted for this tender are better (or atleast equal) than the rates in other rate contracts/ government supplies or open market anywhere else in the country.

2) After finalizing the L1 rate contract, if L1 bidder fail to supply the required items then HPSEDC may ask L2 bidder to match the L1 rates be considered for rate contract and ordered items will be supplied/ installed by the L2 bidder. However, bidders are advised to quote their best rates.

3) Unless otherwise specified for a part of the order, the supplies should be completed within 4-5 weeks from the date of placing the supply order except for snowbound/ tribal areas, where delivery can be made within 6-8 weeks. Delivery is to be made FOR destination i.e. anywhere in the State of Himachal Pradesh and Installation has to be
completed within **1 week** after supply of material. In Remote and snowbound areas delivery may be done at nearest district head quarter, in case the area is cut-off for the time being. The Managing Director, HPSEDC reserves the right to extend the delivery period based on the request of the supplier, wherever required.

4) If the rate contract holder quotes/ reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the Country at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended, accordingly. The rate contract holder shall furnish the certificate to the HPSEDC that the provisions of this clause have been complied with in respect of supplies made or billed for upto the date of this certificate. On the conclusion of the rate contract the rate contract holder shall furnish a certificate that the provision of this clause have been complied with during the period of rate contract.

5) Any prospective bidder can procure the Tender Document from the “H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD., FIRST FLOOR, I.T. BHAWAN, MEHLI, SHIMLA-171013, (H.P)”. Tender can also be downloaded from website http://www.hpsedc.in and https://hptender.gov.in.

The tender document will be available on all working days on payment of Rs.5000/- (Rupees Five Thousand only) non-refundable, by demand draft in favour of “HP State Electronics Development Corporation Ltd., Shimla” payable at Shimla. If the tender document is downloaded from the website, the tender fee will have to be deposited along with the bid as a separate bank draft/ RTGS. E-tenders will be uploaded on HP Government e-Procurement portal https://hptenders.gov.in as well on HPSEDC website www.hpsedc.in. **The Managing Director, HPSEDC shall not be responsible for any kind of postal delay in receiving Tender Fee and EMD.**
**SCHEDULE OF THE TENDER PROCESS:**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>RFP No. and Date</td>
<td>HPSEDC/SMART-PHONES/2K19-9666</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Date: 16/11/2019</td>
</tr>
<tr>
<td>2.</td>
<td>Pre Bid meeting will be held on</td>
<td>25/11/2019, 02:30PM at HPSEDC, 1st Floor, Mehli, Shimla</td>
</tr>
<tr>
<td>3.</td>
<td>Last date for submission of written queries for clarifications</td>
<td>25/11/2019, 2PM</td>
</tr>
<tr>
<td>4.</td>
<td>Bid validity period</td>
<td>90 days from the last date (deadline) for submission of proposals.</td>
</tr>
<tr>
<td>5.</td>
<td>Tender Fee</td>
<td>Rs. 5000/- (Rs. Five thousand only)</td>
</tr>
<tr>
<td>6.</td>
<td>EMD/Security Deposit</td>
<td>Rs. 4,50,000/- (Rs. Four lakh fifty thousand only)</td>
</tr>
<tr>
<td>7.</td>
<td>e-Bids Submission State Date</td>
<td>30/11/2019 at 11AM</td>
</tr>
<tr>
<td>8.</td>
<td>Last date for submission of bids</td>
<td>06/12/2019 upto 2:30PM</td>
</tr>
<tr>
<td>9.</td>
<td>Opening of Bids</td>
<td>06/12/2019 upto 3:00PM</td>
</tr>
<tr>
<td>10.</td>
<td>Date, Time and Place for opening of bids received in response to the RFP notice</td>
<td>H.P. State Electronics Development Corporation Ltd., 1st Floor, Mehli, Shimla-171013, H.P.</td>
</tr>
</tbody>
</table>

*Any corrigendum, modifications, changes related to this tender before the day of bid submission shall be notified on website www.hpsedc.in and https://hptenders.gov.in only.

3.1 Any corrigendum, modifications, changes related to this tender before the day of bid submission shall be notified on website www.hpsedc.in and https://hptenders.gov.in only.

3.2 Notwithstanding anything else contained to the contrary in this Tender Document, the Managing Director, HPSEDC, Shimla reserves the right to cancel/withdraw/modify fully or partially the 'Invitation for Bids' or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
SECTION 2

2. INSTRUCTIONS TO BIDDERS FOR ELECTRONIC TENDERING SYSTEM

2.1 Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tender processed online are required to get registered on the centralized e-Procurement Portal i.e. https://www.hptenders.gov.in. Please visit this website for more details. In case of any problem in registration, please contact on toll free No. 1800-3070-2232, (Mob) 7878007972 & 7878007973.

2.2 Obtaining a Digital Certificate:

2.2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2.2 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

2.2.3 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.2.4 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney/lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the company/firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
2.2.5 In case of any change in the authorization, it shall be the responsibility of management / partners of the company/firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.2.6 The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

2.2.7 Pre-requisites for online bidding:

In order to bid online on the portal https://www.hptenders.gov.in, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.

2.3 Online Viewing of Detailed Notice Inviting Tenders (N.I.T.) :

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at https://www.hptenders.gov.in

2.4 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal https://www.hptenders.gov.in and www.hpsedc.gov.in.

2.5 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

2.6 Bid Preparation (Qualification & Financial)

2.6.1 Payment of Tender Document Fee & EMD of online Bids: The payment for Tender document fee and EMD can be made as mentioned in Section 3, at Sr. No. 1 and 2 of the Table.

2.6.2 The bidders shall upload their eligibility-cum-technical offer containing documents, qualifying criteria, technical specifications, schedule of deliveries, and all other terms and conditions except the rates (price bid).

2.6.3 The bidders shall quote the prices in price bid format only.
2.6.4 If bidder fails to complete the Online Bid Preparation at Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.

2.6.5 Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal https://www.hptenders.gov.in.

2.6.6 For help manual please refer to the ‘Home Page’ of the e-Procurement website at https://www.hptenders.gov.in., and click on the available link ‘How to ..?’ to download the file.

2.6.7 Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in.
BIDDERS
TO
INSTRUCTIONS

SECTION - 3
# SECTION - 3: INSTRUCTIONS TO BIDDERS

## 1. INTRODUCTION

### 1.1 Eligibility Criteria

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Qualification Criteria</th>
<th>Documents/Information to be provided in the submitted Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The responding firm/agency</td>
<td>a. Demand Draft/ RTGS of Rs. 5000/- (Rupees five Thousand Only)</td>
</tr>
<tr>
<td></td>
<td>a. Should have made a payment of Rs. 5000/- for the RFP document.</td>
<td>b. Demand Draft or Bank Guarantee of Rs. 4,50,000/- (Rupees Four Lakh Fifty Thousand only) from Nationalized/ Schedule Bank in the favour of “Managing Director, HPSEDC, Shimla-13” payable at Shimla, Himachal Pradesh or RTGS in HPSEDC Account (State Bank of India Khalini, Shimla-2 Account no. 55069383586, IFSC Code-SBIN 0051132)</td>
</tr>
<tr>
<td></td>
<td>b. Should have submitted an EMD of Rs. 4,50,000/- (Rupees Four Lakh Fifty Thousand only).</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>a. Bidder should be registered under Companies Act, 1956/ 2013/ Proprietary firm or should be able to do business in India under relevant Indian laws as in force at the time of bid submission.</td>
<td>a. Certificate of Incorporation, Memorandum &amp; Article of Association</td>
</tr>
<tr>
<td></td>
<td>b. Bidder should be Registered with the GST Authorities, PAN No.</td>
<td>b. Registration Certificate of GST Number and PAN No.</td>
</tr>
<tr>
<td></td>
<td>c. Bidder should have been operating in India for the last Three Years (FY 18-19, FY 17-18, FY 16-17)</td>
<td>c. Annual Reports for last Three Years</td>
</tr>
<tr>
<td>3.</td>
<td>A Bidder should be manufacturer or Authorized Principal Distributor/Importer/Dealer/Service Provider/Large scale system integrator duly authorized by the OEM of the required Android based mobile devices.</td>
<td>A self-certified letter by the designated official of the responding firm in the form of Annexure to be provided</td>
</tr>
<tr>
<td>4.</td>
<td>a. The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.</td>
<td>A self-certified letter by the designated official of the responding firm in the form of Performa-E</td>
</tr>
<tr>
<td></td>
<td>b. And should not be blacklisted by any State Govt./Central Govt./ PSU in similar services for any reason at the time of Bidding.</td>
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<td></td>
</tr>
<tr>
<td>5.</td>
<td>If the Bidder is not the O.E.M. and/or the Authorized Service Provider (ASP) is different from the O.E.M., he will be required to enclose an undertaking from the O.E.M. as per its internal regulations should sign this undertaking.</td>
<td>As per Performa 'A' signed by authorized signatory of the O.E.M. One OEM will issue authorization for only one bidder.</td>
</tr>
<tr>
<td>6.</td>
<td>The Net Worth of the bidder must be positive as per the last three financial year's audited Balance Sheet or should be a profit making entity in the last two years from proceeding last three years.</td>
<td>Certificate from practicing Chartered Accountants for Net worth or audited balance sheet.</td>
</tr>
<tr>
<td>7.</td>
<td>The annual turnover of the OEM whose Smart Phones are sought to be supplied should be minimum Rs. 500 Crore &lt;Rupees Five Hundred Crores Only&gt; on an average for the last 3 years from Indian Operations.</td>
<td>Extracts from the audited Balance sheet and Profit &amp; Loss; OR Certificate from the statutory auditor.</td>
</tr>
<tr>
<td>8.</td>
<td>Authorized Signatory of the responding Bidder</td>
<td>Power of Attorney in the name of the signatory of the Proposal</td>
</tr>
<tr>
<td>9.</td>
<td>Declaration that all conditions contained in the Tender Document is acceptable to the Bidder.</td>
<td>Declaration in Performa 'D' by an authorized signatory</td>
</tr>
<tr>
<td>10.</td>
<td>Bidder should have his average turnover of Rs. 12 Crore in the last 3 years and should be a profit making firm/company.</td>
<td>Enclosed copies of Audited Balance Sheet and Profit &amp; Loss</td>
</tr>
<tr>
<td>11.</td>
<td>The OEM/bidder should have ISO 9001:2008 or any other equivalent or better quality certification;</td>
<td>Certificate of each type from the certifying organizations.</td>
</tr>
<tr>
<td>12.</td>
<td>OEM Toll Free Help-desk facilities should be already available during working hours (9 to 6 PM and from Monday to Saturday). The bidder and OEM should have its own website having product related information (for OEM) and support related information (for both bidder and OEM).</td>
<td>Contact information and availability hour's details. Provide detail of web linkages.</td>
</tr>
<tr>
<td>13.</td>
<td>The Bidder should already have reasonable support base in this region. The Purchaser's discretion regarding</td>
<td>Supporting documents/ certificate from company’s authorized signatory.</td>
</tr>
</tbody>
</table>
1.1.1 The Bidder can choose to have a separate Authorised Service Provider (ASP)/ re-seller. There is no turnover criterion for the ASP but it should provide the first level of OEM's support, which is fully backed up by the O.E.M. by means of a written understanding regarding supply & maintenance. However, the Purchaser shall have the final discretion in this regard and can even ask for a trilateral agreement with the Bidder and the OEM in such cases to ensure timely delivery and maintenance.

1.1.2 It is reiterated that Purchaser's decision regarding Bidder's eligibility will be final and binding on all the Bidders.

1.2 Cost of Bidding

1.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and HPSEDC (hereinafter referred to as the 'Purchaser' in short) will in no case be responsible or liable for these costs, whether or not the Bid is finally accepted.

2. TENDER DOCUMENTS

2.1 Contents of Tender Document:

2.1.1 This Tender Document comprises of the following Parts/ Sections.

Section 1: Invitation for Bids
Section 2: Instructions to Bidders
Section 3: General Conditions of Tender & Contract
Section 4: Technical Specifications and Maintenance Conditions
Section 5: Performas, Forms and Schedules.

2.1.2 The Bidder is expected to examine the Tender Document carefully. Failure to furnish
all information required as per the Tender Document may result in the rejection of the Bid.

2.2 Clarification regarding Tender Document:
A prospective Bidder requiring any clarification about the Tender Document may request the Purchaser in writing by Fax/ E-Mail/ Speed post at the Purchaser's address indicated in the Invitation for Bids. An envelope containing request for clarification or any other correspondence regarding this Tender sent by post must be super-scribed clearly by the words "Immediate: Tender for Smart Phone -2019" or by email. The Purchaser will respond in writing, only to such requests for clarification, which it receives by 25/11/2019 upto 2PM. The purchaser's response to the query (without identifying its source) will be uploaded on our website www.hpsedc.in and www.hptenders.gov.in on or before 25/11/2019, 11AM. Such clarifications will be binding on all the Bidders. However, the Purchaser will not be responsible for non-receipt of a clarification, due to transmission loss/ delay or any other reason.

Bidder should submitted both schedules i.e. Schedule-I and Schedule-II, if any repair/replacement require after warranty period or needs replacement during warranty (due to mishandling) can be completed on the items rates mentioned in Schedule-II.

2.3 Amendment of Bids:

2.3.1 Once e-Bids opened, e-bids cannot be amended. However, in some circumstances (such as major anomaly in the technical specifications having a major impact on pricing), the Purchaser may decide to take fresh bids from all the Bidders before opening of the Commercial Bids.

2.3.2 In order to afford prospective Bidders reasonable time to make amendment in their bids, the Purchaser may, at his discretion, extend the deadline for the submission of bids. However, no such request in this regard shall be binding on the Purchaser.
3. PREPARATION OF BIDS

3.1 Language of Bid & Correspondence:
The e-Bid will be prepared by the Bidder in English language only. All the documents relating to the Bid (including brochures) uploaded by the Bidder should also be in English and the correspondence between the Bidder & Purchaser will be in English Language only. The correspondence by Fax/E-mail must be subsequently confirmed by a duly signed copy (unless already signed digitally).

3.2 Documents comprising of Bid:
The Bidder will prepare the bid in two parts.

3.2.1 ELIGIBILITY CLAIM:
In support of his eligibility, a Bidder must submit/ upload the documents as per Section 1.1.

3.2.2 TECHNICAL BID:
This part of the e-Bid must comprise/ upload of the following documents:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Qualification Criteria</th>
<th>Documents/Information to be Provided in the Submitted Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The Bidder/OEM should have supplied minimum One Lakh similar equipment(s) during last three FY (2018-19, 2017-18, 2016-17)</td>
<td>Number and value of Mobile/ Smart Phones/ Tablets supplied during the last three years as per the Performa given in Performa 'C'</td>
</tr>
<tr>
<td>2.</td>
<td>Certificates regarding satisfactory installation and after sales support from some prominent customers.</td>
<td>As described in Performa 'C'.</td>
</tr>
<tr>
<td>3.</td>
<td>Documentary proof for establishing the capability of the Bidder (or OEM) to execute this order by showing satisfactory/ timely supply and after sales support installation for these supplied equipment(s), where similar</td>
<td>Work order/invoice/completion certificate</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td>---</td>
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<td></td>
</tr>
<tr>
<td>4.</td>
<td>Fact Sheets for the products quoted by the Bidder.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Product catalogues revised up to date. If some product up gradation has taken place since the printing of the brochures, latest authenticated releases/ bulletins must be enclosed</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Competitive advantages in terms of features</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>A statement regarding support base in the region.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Financial data of the last three years in the format given in Proforma ‘B’ Section-5. Audited Balance Sheets, Profit &amp; Loss Accounts and copy of Income Tax return also need to be enclosed.</td>
<td></td>
</tr>
</tbody>
</table>

3.2.3 **COMMERCIAL BID:**

(i) Price Bid in Schedule-I (to be filled on-line) in Section-2 of e-tender. BOQ will be downloaded from e-procurement portal www.hptenders.gov.in.

3.3 **Bid Currencies:**

3.3.1 Prices shall be quoted in Indian Rupees.

3.3.2 The contract price shall be paid in Indian Rupees.
3.4 Bid Security:

3.4.1 Pursuant to clause Sec – 3, Para 3.2.2 the Bidder shall furnish Bid security, as part of its bid as mentioned hereunder. Any bid, submitted without bid security or with the lesser bid amount, as indicated below may be rejected being non-responsive.

| 1. | Android Based Smart Phones | Rs 4,50,000/- |

3.4.2 The Bid Security is required to protect the Purchaser against the risk of Bidder’s conduct which may require forfeiture of security pursuant to Sec – 3, Para 3.4.8.

3.4.3 The Bid Security shall be in the shape of bank draft or Bank Guaranty from a scheduled bank valid for atleast 90 days in favor of “Managing Director, HPSEDC” Payable at Shimla or submitted through RTGS Account (State bank of India Khalini, Shimla-2 Account no. 55069383586 IFSC Code-SBIN 0051132).

3.4.4 Any Bid not secured in accordance with Sec - 3, Para 3.4 and 3.4.3 will be rejected by the Purchaser.

3.4.5 Unsuccessful Bidders’ Bid Security will be refunded as promptly as possible.

3.4.6 The successful Bidder’s bid-security will be discharged upon the Bidders executing the contract and furnishing the performance security in accordance with Sec – 4, Para 5.2.

3.4.7 No interest will be payable by the Purchaser on the above mentioned Bid Security.

3.4.8 The Bid Security may be forfeited:
(i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder and required by the Purchaser.
(ii) During the tendering process, if a Bidder indulges in any such activity as would jeopardize the tender process. The decision of the Purchaser regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.
(iii) In the case of a successful Bidder, if the Bidder fails,
   a) To sign the contract, and
   b) To furnish Performance Security.
c) Violates any of such important conditions of this tender document or indulges in any such activity as would jeopardize the interest of the Purchaser. The decision of the Purchaser regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.

3.5 Period of validity of Bids:

3.5.1 For the purpose of placing the order, the Bids shall remain valid for at least 90 days after the date of bid opening. A bid valid for a shorter period may be rejected by the Purchaser as being non-responsive. During the period of validity of Bids, the rates quoted shall not change. However, in case of general fall in prices of a product in the IT/Electronics Industry before dispatch of goods, such a reduction shall be passed on to the Purchaser after mutual negotiations.

3.5.2 In exceptional circumstances, the Purchaser may ask for extension of the period of validity and such a request shall be binding on the Bidder. The Purchaser's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

3.6 Deadline for Submission of Bids:

3.6.1 Bids will be online submitted on the website www.hptenders.gov.in upto 06/12/2019 at 2:30PM.

3.6.2 The Purchaser may, at its discretion, extend this deadline as per Sec–3, Para 2.3.2. The Purchaser may also extend this deadline for any other administrative reason.

3.6.3 Bids submission date will be started from 30/11/2019 at 11AM, so that clarifications, if any, given by the Purchaser can be taken in account in the offer submitted by the Bidder.

3.7 Modification and withdrawal of Bids:

3.7.1 Modifications of Bids may be allowed by the Purchaser under circumstances mentioned in Sec – 3, Para 2.3.1. This option will be available to every Bidder who has submitted this Bid.

3.7.2 Bids cannot be withdrawn in the interval after its submission of bids and before the
expiry of Bid's validity specified by the Purchaser. Withdrawal of Bid during this interval may result in the forfeiture of Bidder's Bid security pursuant to Sec-2, clause 3.4.8.

4. BID OPENING AND EVALUATION

4.1 Opening of bids by Purchaser:

4.1.1 The Bids shall be opened at 06/12/2019 at 3:00PM or on any other later day and time fixed as per Sec-3, Para 2.3.2 or other enabling provisions in this behalf, in the HPSEDC, 1st Floor, IT Bhawan, Mehli, Shimla-171013 in the presence of representatives of the Bidders who may choose to attend the bid opening meeting. The representatives of Bidders will sign a register in evidence of their presence.

4.1.2 In order to assist in the examination, evaluation and comparison of Bids, the Purchaser may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing, but no change in the price or substance of the Bid shall be sought, offered or permitted.

4.1.3 In the first instance, 'Eligibility-cum-Technical Claim' will be opened, and eligibility of each Bidder will be ascertained. Technical Bids of only those Bidders shall be evaluated who are found to be eligible as per the criteria laid down in Sec-3, Para 1.1.2/3.2.1. In doubtful cases (where further documents or clarification are required to establish eligibility), the Purchaser in its discretion, may decide to evaluate Technical Bid. However, such Bids can be rejected subsequently, if it is found that the Bidder has claimed eligibility on false grounds.

4.1.4 The Technical Bids of only the Eligible Bidders will be evaluated and the contents (particularly Fact Sheets) will be announced in the presence of all Bidders or their representatives. A Bidder may also be allowed to inspect the Fact Sheets and catalogues given by other Bidders. An open discussion regarding technical parameters quoted by various Bidders may also take place, if required.

4.2 Scrutiny of Technical Bid:

The "Fact Sheets" submitted by the Bidders shall be compared against the Product Catalogue and authenticated circulars regarding latest changes in the specifications. It will thus be
ascertained whether the product offered by the Bidder matches with the minimum requirement of the Purchaser as given in the Technical Specifications in this Tender Document. The Bidder required to produce quoted Devices model(s) for physical inspection, so that components could be seen to ascertain the veracity of the Bidder's claim about specifications. These will be returned to the bidder after technical evaluation. The Purchaser can also run standard bench-marking tests (if required), or the application proposed to run on the device at this stage only. The commercial Bids of only those bidders will be opened who fulfills the minimum technical requirements of the purchaser and are found substantially responsive as per Sec–3, Para 3.2.2 read in conjunction with other relevant clauses/Forms. However, the Purchaser reserves the right of giving minor relaxation, if a particular Bidder is not able to exactly match the specifications given in the document, provided that such a minor deficiency does not substantially reduce the performance level and is suitably compensated by some extra feature in the product. Therefore, all Bidders must indicate in the Fact Sheets, extra features offered by them. The decision of the Purchaser about giving minor relaxation shall be final and shall not be called upon to question under any circumstances.

4.3 Bid Security:
After various aspects [other than Sec–3, 3.4.1 i.e. bid security] are checked and the Bidder is found eligible on the basis of techno-financial parameters. The Eligible Bidders who have given Bid Security also will be deemed to be substantially Responsive for the purpose of opening Commercial Bid.

4.4 Opening of Commercial Bids of substantially Responsive Bidders:
4.4.1 The Commercial Bids of only those Bidders will be opened who are found substantially responsive. A Substantially Responsive Bidder is one which conforms to all the stipulations of Sec–3, Para 3.2.1 & 3.2.2 read with Sec–3, Para 5.3 above. The Purchaser’s determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. However, while determining the responsiveness of various Bidders the Purchaser may waive off any minor infirmity, which does not constitute a material deviation. The decision of the Purchaser in this regard shall be final.
4.4.2 A Bid determined as not substantially responsive will be rejected by the Purchaser. Such a Bid will not be normally allowed to be made responsive subsequently by way of correction/ modification.

4.5 Evaluation and Comparison of Commercial Bids:

4.5.1 The comparison of Commercial Bids shall be done as follows:

4.5.2 Bid Comparison:

The Bidders are required to complete their Commercial Bid in Schedule-I in excel format and uploaded on https://hptenders.gov.in.

(i) Initial evaluation/comparison of items given in the tender document will be done on the basis of Gross Bid Value for Item No. 1, which will be taken into account F.O.R destination price including GST.

(ii) However, it is preferred that OEM or their Authorized partner shall have dump/depot in the state of Himachal Pradesh. If there is a reduction in any of the GST before the dispatch of goods, the benefit of the same will be passed on to the Purchaser.

4.5.3 Gross Bid Value:

The Gross Bid Value shall be calculated as under;

Note 1:

The Bidder shall not quote prices subject to certain conditions. Bids containing any conditional prices may be rejected or the Purchaser may take a final decision in its discretion about such conditionality’s.

4.6 RANKING OF BIDDERS:

4.6.1 The Bidders will be ranked in the inverse order of their Gross Bid Value.

4.6.2 Reduction in Statutory Duties and Levies:

If any reduction in customs/ excise duty or any other statutory levies takes place after opening the commercial bids, but before dispatch of goods; the Successful Bidder
shall pass on the proportional benefit to the Purchaser. However, if any such reduction takes place after the opening of bids but before the finalization of Tender, revised sealed bids shall be taken.

4.7 NEGOTIATIONS:
4.7.1 The Purchaser may finalize the Tender & award the Contract without any negotiations, if it is satisfied with reasonableness & workability of the lowest offers. Therefore, the Bidders are advised to quote lowest possible rates in the first instance only.
4.7.2 If the Purchaser does not find the lowest offer acceptable, it may go in for negotiations, which can be done with the lowest bidder only.
4.7.3 During the negotiations a revised offer will be taken from the representative of the Bidder by way of sealed bids. This revised offer will replace/supersede the earlier Technical & Commercial Bid, provided that the original offer (i.e. Technical and Commercial) will not be allowed to be changed to the detriment of the Purchaser, as far as rates of terms/conditions are concerned. Therefore, the Bidders are advised to send sufficiently senior representatives (who can take spot decisions) for negotiations.
4.7.4 During the negotiations on prices & other related terms/conditions, prevalent worldwide street-prices of such product, prices finalized in bids of similar size etc. will be kept in mind. The scope of negotiations may also include precise modus-operandi of after-sales service, mode of delivery, system integration etc.
4.7.5 After this final ranking is done based on negotiated prices, award of contract will be made to the lowest Bidder, subject to post qualification in Sec–3, Para 6.1.

5. AWARD OF CONTRACT

5.1 Post Qualification:
The lowest Bidder can be denied the right of continuing with the contract, if the equipment being supplied by him, fails the standard performance criteria. In such an event, the next lowest bidder (L-2) shall be considered.
5.2 Purchaser's right to vary Quantities:
The Purchaser reserves the right to increase or decrease quantities. Such a variation will normally be ±10%. The quantities can be altered without any change in the unit price or other terms and conditions. The Purchaser may even vary the breakup of overall quantities of an item in view of techno-commercial reasons. The variation in the quantity of award shall be notified at the time of placing the order.

5.3 Purchaser's Right to accept any Bid and to reject any or all Bids:
Notwithstanding anything else contained to contrary in this Tender Document, The Purchaser reserves the right to accept or reject any Bid or to annul the bidding process fully or partially or modifying the same and to reject all Bids at any time prior to the award of Contract, without incurring any liabilities in this regard.

5.4 Notification of Award:
5.4.1 Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder in writing by speed post or Fax or email that his Bid has been accepted.

5.4.2 The liability of the supplier(s) to deliver the Goods and perform the services will commence from the date of notification of Award. The Delivery Period shall be counted from the date of 'Notification of Award of Contract'. The "date of delivery" shall be the date on which the equipment/material is received at the destinations.

5.4.3 Upon the successful Bidders' furnishing of performance security, the purchaser will promptly notify each unsuccessful Bidder and will refund his Bid Security.

5.5 Signing of Contract:
5.5.1 After the Purchaser notifies the successful Bidder(s) that his 'Bid' has been accepted, the Purchaser will sign an agreement (described as Contract herein after) within 10 days with the successful Bidder on mutually agreed terms for efficacious implementation of the order.

5.5.2 The Purchaser's liability of taking the goods from the selected supplier(s) shall commence only from date of signing the date of the Contract.
SECTION - 4

GENERAL CONDITIONS OF THE TENDER & CONTRACT
SECTION-4: GENERAL CONDITIONS OF THE TENDER & CONTRACT

1. Definitions:

1.1 In this part, the following interpretation of terms shall be taken:

1.1.1 "The Contract" means an agreement regarding supply of the goods & provision of services entered into between the HPSEDC and the Supplier, as recorded in the Contract Form signed by the parties, including all appendices thereto and all documents incorporated by reference therein.

1.1.2 "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

1.1.3 "The Goods" means all the equipment and/or other material, which the Supplier is required to supply to the Purchaser under the Contract.

1.1.4 "Services" mean services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as training, maintenance and other such obligations of the Supplier covered under the Contract.

1.1.5 "The Purchaser" means the Managing Director, HPSEDC, Shimla or any other line department notified by it.

1.1.6 "The Supplier", means short listed Bidder supplying the goods and services under this Contract.

Note:

2. Application:

These General Conditions shall apply to the extent that these are not superseded specific by provisions in other parts of this tender document. A detailed Contract agreement shall be signed after the order is placed. Detailed provisions of such a contract-agreement shall have an over-riding effect vis-a-vis this Tender Document.
3. Standards:

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and the latest improvements incorporated after the finalization of contract, but before the dispatch.

4. Patent Rights of the Goods:

The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.

5. Performance Security:

5.1 Performance Security for delivery and maintenance during warranty period.

5.2 Within 7 days of 'Notification of Award of the Contract', the Supplier shall furnish Performance Security to the Purchaser @ 2% of the order value valid for 15 months to safeguard the purchaser against timely delivery of ordered equipment(s).

5.3 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the Contract. The Purchaser may claim such compensation in addition to initiating any other legal proceedings.

5.4 The Performance Security shall be given in one of the following forms:

(i) An irrevocable and unconditional Bank Guarantee in favor of the Purchaser issued by a Nationalized/schedule bank in a format given by the Purchaser. This Bank Guarantee should be of a sufficient duration to cover the risk of the Purchaser.

(ii) The Performance Security, regarding delivery & installation will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance related obligations, under the Contract (excluding after sales maintenance for which separate performance guarantee has been taken).
6. Inspections and Tests:

6.1 The Purchaser or its representative shall have the right to test the goods to ascertain their conformity to the specifications. The Purchaser shall notify to the Supplier in writing of the identity of the representative deputed for this purpose & nature of tests that may be conducted (if found necessary) for bench-marking.

6.2 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements to the Purchaser.

6.3 If the Purchaser decides to conduct the inspection at supplier's premises as per clause Sec-3, Para 2.3.1 to Sec-4, Para 6.3, no material being furnished against this specification shall be dispatched until inspected and approved by the Purchaser/ or his representative. Such inspection and approval will not relieve the Contractor of full responsibility for furnishing equipment conforming to the specifications nor will it prejudice any claim, right or privilege which the Purchaser may have on account of any loss sustained by it due to defective or unsatisfactory equipment supplied by the contractor. Should the inspection be waived off by the Purchaser, such waiver shall not relieve the contractor in any way from his contractual obligations.

7. Packing Delivery & Documentation:

7.1 The supplier shall provide such packing as is required to prevent damage or deterioration of the goods during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage. The Supplier shall be responsible for any defect in packing.

8. Insurance:

8.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
8.2 The supplier will indemnify the Purchaser from all responsibility of compensation etc. caused by third party injury including death while he is discharging his duties under the contract.

9. Transportation:

9.1 The entire cost of carriage/transportation from the port of discharge to the destination shall be borne by the Supplier.

10. Literature and Instruction:

Each Mobile Devices packing box must contain copy of illustrated literature and instruction books regarding the handling, maintenance and use of the Goods.

11. Payment:

11.1 Payment shall be made in two installments.

11.2 First Installment: First Installment shall be paid after delivery of the Goods. 1st installment shall be regulated in such a manner that the total payment after delivery is 85% of the order value. A claim for first installment shall be staked by the Supplier when he has supplied 100% equipments. The payment will be made after receipt of duly acknowledged delivery challan(s) & invoice(s), as required by the Purchaser.

11.3 Second Installment: Remaining 15% amount shall be released to the supplier within two weeks of complete installation of the ordered number of equipment(s).
12. Prices:

Subject to the provision to Sec-3, Rule 3.5.1, the prices charged by the Supplier for Goods delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in his Bid. But in case of global or national fall in prices of a product in IT/Electronics industry due to a change in Government Policy or otherwise, such a reduction shall be passed on to the Purchaser after mutual negotiations.

13. Modification in the Order:

13.1 The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract in anyone or more of the following:
   (i) quantity of goods
   (ii) Any other change that the purchaser may deem fit

13.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any part of the work under the Contract, an equitable adjustment shall be made in the Contract price or delivery Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be put forth within 30 days from the date of the Supplier's receipt of the Purchaser's change order.

14. Subcontract:

14.1 The Supplier shall not assign in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
14.2 The Supplier shall notify the Purchaser, in advance in writing, of all sub-Contracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid of later (even if with prior approval of Purchaser) shall not relieve the Supplier of any liability or obligations under the Contract.

14.3 Subcontracts must comply with the provisions of the Sec–4, clause 3.

15. **Delay in the Supplier's Performance:**

15.1 Delivery of the goods and the performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.

15.2 Any unjustifiable delay by the Supplier in the performance of his delivery obligation may render the Supplier liable to any or all the following:

   (i) forfeiture of its performance security,  
   (ii) imposition of liquidated damages @Rs. 50/- per day per Smart Phone of the unfulfilled order  
   (iii) termination of the contract and risk purchase at Supplier's risk  
   (iv) initiation of any other legal proceedings.

15.3 The Supplier will strictly adhere to the time-schedule for the performance of Contract. However, the Purchaser can relax this time limit in force majeure conditions.

16. **Termination for Default:**

16.1 The Purchaser may without prejudice to any other remedy for breach of contract, (including forfeiture of Performance Security) by written notice of default sent to the supplier, terminate the Contract in whole or in part after sending a notice to the Supplier in this regard.

   (i) If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Sec–3, clause 15.3, or
   (ii) If the Supplier fails to perform any other obligation under the Contract.
16.2 In the event the Purchaser terminates the Contract in whole or in part, he may procure, upon such terms in such manner, as it deems appropriate, goods similar to those undelivered, and the Supplier shall be liable to pay excess cost of such similar goods to the Purchaser. This liability will be in addition to forfeiture of performance guarantee and any other legal proceedings, which the Purchaser may initiate as per Sec-4, Para 15.2.

17. **Force Majeure:**

17.1 Notwithstanding the provisions of the Sec-3, clauses 15 and 16, the Supplier shall not be liable for forfeiture of its performance security or termination for default, or payment of any damages, if and to the extent that his delay in performance under the Contract is the result of an event of Force Majeure.

17.2 For purpose of this clause, Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, war, revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

18. **Taxes and Duties:**

Supplier shall be entirely responsible for payment of all taxes, duties and levies, imposed up to/until the delivery point specified in the Contract. If there is a reduction in any of the statutory duties and levies before the dispatch of goods, the benefit of the same will be passed on to the Purchaser.
19. Resolution of Disputes

All the disputes would be settled under jurisdiction of the Hon’ble High Court, Himachal Pradesh, Shimla.

Note: Other Terms & Conditions (if any) shall be announced on or before the Opening of Commercial Bids.

20. Limitation of Liability:

The liability of the supplier in respect of all claims under this tender including penalty for delay in delivery, services, liquidity damages etc. shall not exceed the aggregate value of the goods and services supplied under this tender. Either party shall not be liable for any claim made for any indirect, consequential or incidental losses and indirect damages, costs or other expenses related thereto.

21. Arbitration:

All disputes, differences, claims and demands arising under this tender shall be referred to arbitration of a sole arbitrator to be appointed with mutual consent of both the parties. All arbitration will be held in Shimla. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of any dispute and need for appointment of an arbitrator. Further action will be taken in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the award made under this tender shall be final and binding upon the parties hereto, subject to legal remedies available under the law.
SECTION - 5

MAINTENANCE CONDITIONS
SECTION – 5: TECHNICAL SPECIFICATIONS & MAINTENANCE CONDITIONS

1. SCOPE OF THE TENDER:
The successful Bidder(s) will provide the following services: Manufacture / Import, Testing, Supply, After Sales Service during warranty and Annual Maintenance period.

1.1 Manufacture/Import
The Bidder can manufacture the Goods in India or import the same (in full or in parts) from any part of the world.

1.2 Testing
Testing / benchmarking as per requirement of the Purchaser and in such manner and for such size of sample as may be prescribed subsequently may be done as a part of the Contract.

1.3 Supply
The Goods needs to be supplied at 12 district Head Quarters except Lahaul Spiti in the State of H.P.

1.4 After Sales Service
The OEM/Supplier/ OEM certified bidder, should have authorized service center/provider at least in eleven locations in Himachal Pradesh (except Lahaul Spiti) for the maintenance of Mobile Devices supplied under this tender. Similarly, the supplier of Mobile Devices shall keep at least 2% equipments as spare, to provide immediate replacement, with the service center during the warranty period, It will be desirable that minor functional problems of these equipments are taken care of by the service center only. In case of major & specific problems, respective vendors will have to rectify the defect within the time-limits prescribed in Sec-5, Para 2.2 below, others must have to replace with the new one. Apart from the service centers for providing services during warranty period, the supplier will extend these services on other parts of the state through their own or of OEM authorized service provider located in nearby location.
2. AFTER SALES SERVICES:

2.1 Comprehensive Warranty:-
The Supplier shall provide comprehensive OEM warranty (including labor and spares) during one-year period. The warranty shall cover the system software, Labor and all the hardware parts including Updation/upgradation (free of cost) of the Operating System. An undertaking to this effect shall be given by the Bidder in the Fact Sheets.

2.2 Service Centre:
The Service Centers in the State shall be manned by qualified Engineers. It will be equipped, with sufficient inventory of spares. The supplier will provide prompt after sales support at the service centre and shall attend any complaint not later than 24 hours. The minor and major defects shall be rectified not later than 36 hours and 60 hours respectively. In case the device takes more time for repair, the supplier will provide the alternate device of equivalent specifications. If defect is not rectified within the time stipulated as above, penalty as prescribed in Clause 2.4 shall be imposed. However, the penalty in such instances shall not exceed 10% of the equipments cost against a non-attendance/non rectification of defects against a service call. During the warranty period, this penal clause will be enforced by ensuring that the supplier gives a Performance Security by way of Bank Guarantee to the Purchaser.

2.3 Inventory of Spares:
An ABC analysis of inventory of spares shall be done by the Purchaser in consultation with the supplier to ensure that all critical spares/components apart from the 2% inventory of new equipments for replacement purposes (if equipments are beyond repair within 60 hours) are available with the Service Centers in sufficient quantity.

2.4 Penalty for failure to maintain during warranty period:
If the problem is not rectified within the stipulated time as defined in section 2.2 above following penalty shall apply:

<table>
<thead>
<tr>
<th>Item</th>
<th>Penalty beyond permissible down time</th>
</tr>
</thead>
<tbody>
<tr>
<td>All the Items</td>
<td>Fifty Rs. 50/- (Rupees) per day per device, however the penalty will not be more than 10% of the value of the supply order.</td>
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</tbody>
</table>

Note: The penalty amount will be deducted from the amount payable to the bidder by
HPSEDC. Once this amount is exhausted, penalty amount will be recovered from the Performance Security. Once the Performance Security also exhausted, the bidder will be required to recoup the Performance Security. If the bidder fails to recoup the Performance Security, the bidder will be debarred from participating in tenders till the time he recoups the Performance Security.

3. TECHNICAL SPECIFICATIONS & QUANTITIES:
The Technical Specifications and the required quantities have been given in Annexure-I in SECTION-6. These specifications should be carefully studied by the Bidder, so that the product could be technically evaluated as per the Purchaser's requirement.

4. FACT SHEETS:

4.1.1 Fact Sheets as per SCHEDULE-IV are to be filled in by the bidders as part of the Bid. These Fact Sheets should be complete in all respects and should be free from errors and omissions. All required parameters must be replied to in affirmative/ negative. In case of any difference between fact sheets and the specifications given in Annexure -1, the later shall prevail.

4.1.2 The Bidder shall also supply along with the Bid all brochures and authenticated bulletins carrying latest changes covering the technical aspects of each item appearing in schedule of requirement intended to be supplied by the Bidder. For the purpose of establishing latest changes, print-outs down loaded from INTERNET (& duly authenticated) may be acceptable.

5. Acceptance Testing After Notification of Award:
The Purchaser may conduct benchmarking & acceptance test, which could involve operation of complete mobile set for at least two consecutive days. The Supplier(s) will provide full assistance in this regard. Partial delivery/ installation/ testing of hardware/ system software will not be permissible for acceptance/ payment. The criteria for benchmarking/ acceptance will be conveyed separately.
SECTION - 6

Proformas, Forms, Schedules and Annexure-I
Section 6: Proformas, Schedules and Annexure

PERFORMA – A
(Declaration by the O.E.M.) [Para 2.8(ii)]

To,

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
1st Floor, IT Bhawan, Mehli, Shimla-171013.

Date:

Subject: Authorization to a distributor for tender No: HPSEDC/SMART-PHONES/2K19-9666.

Dear Sir,

Please refer to your Notice Inviting Tender for procurement of Android based Mobile Phones
published in various National and Regional Newspapers.

M/s _____________________________ (Bidder), who is our reliable
distributor/channel partner for the last ___________ years, is hereby authorized to quote on our behalf
for this prestigious tender. M/s _____________________________ (Bidder) is likely to
continue as our business partner during years to come. We undertake the following regarding the supply
of these equipments/ peripherals etc.

1. The Smart Phones supplied in this tender shall be manufactured by us as per the specifications
required by the Purchaser. M/s _____________________________ (Bidder) shall not be allowed
to do any hardware integration on our equipment.

2. It will be ensured that in the event of being awarded the contract the Smart Phone will be delivered by
M/s _____________________________ (Bidder) & maintained by M/s _____________________________
(ASP) properly as per the conditions of the contract. For this purpose, we shall provide M/S
necessary technical support including technical updates & spares to
the ASP. If M/s _____________________________ fails to maintain the equipments for any reason what-
so-ever, we shall make alternative arrangements for proper maintenance of these Mobile Devices
during the warranty period. During the period of one year warranty, we shall provide full support
back up to the Bidder/ASP. On the whole, it shall be ensured that the clauses regarding service and
maintenance of Smart Phones do not get diluted in implementation due to non-availability of spares
and lack of technical inputs from our side even during AMC period.

3. If due to any reason whatsoever, the tie up between our Company & M/s
__________________________ (Bidder) or M/s ________________ (ASP) breaks down subsequently, we
shall make necessary alternatives arrangements for honoring the terms of the contract.

Name __________________________
Designation ______________________
Company ________________________
PERFORMA – B

[Para 2.8 (II) (i)]

A. Financial Parameters
1. Net worth as on 31-03-17, 31-03-2018 and 31-03-19
2. (PBT) Profit before taxes for the last three years.
3. (PAT) Profit after taxes for the last three years.
4. Income Tax Return for the last three years.
5. Equity Base
6. Premier contributors to Equity including Promoter's contribution.
7. Turn-over during the last 3 financial years.

B. Growth Profile
1. Percentage increase in t/o from 2013-14 to 2014-2015
2. Percentage increase in t/o from 2015-2016 to 2016-17
3. Percentage increase in t/o from 2017-18 to 2018-19

C. Installation Base and Regional Spread

D. Customer Support and Service
1. Number of engineers and their qualification:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Qualification</th>
<th>Numbers</th>
<th>Experience</th>
<th>Special Attributes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>B. Tech and above</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td>Diploma Holders</td>
<td></td>
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<tr>
<td>3.</td>
<td>Others</td>
<td></td>
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</tr>
</tbody>
</table>

2. Inventory of critical components maintained at

- $ Indicate number of Engineers in Himachal Pradesh / Chandigarh
PERFORMA - C
[Para 2.8(II)(ii)]

DETAILS OF EQUIPMENT BASE

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Organization</th>
<th>Number of Mobile Devices supplied</th>
<th>Value</th>
<th>Date of Order</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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<tr>
<td>5.</td>
<td></td>
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</tbody>
</table>

* Give latest position regarding arrangement for after sales support.
* Give Telephone/ Fax Nos. and addresses of the contact persons.
PERFORMA-D

DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS
CONTAINED IN THE TENDER DOCUMENT

To,

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
1st Floor, IT Bhawan, Mehli, Shimla-171013.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No. HPSEDC/SMART-PHONES/2K19-9666] regarding procurement of Mobile Devices by HPSEDC. I declare that all the provisions of this Tender Document contained in this tender and subsequent corrigendum(s)/ clarifications issued from time to time are acceptable to my Company/firm. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Name: _____________________
Designation: ________________
Company: ___________________
Address: ___________________

[Signature]

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PERFORMA- E

DECLARATION REGARDING PAST PERFORMANCE

To,

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
1st Floor, IT Bhawan, Mehli, Shimla-171013.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No. HPSEDC/SMART-PHONES/2K19-9666] regarding procurement of Mobile Devices by HPSEDC. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government organizations for quality/ service products nor is there any pending dispute regarding short shipment/ installation/service. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Name: ________________________
Designation: __________________
Company: _____________________
Address: ______________________

[Signature]

[Date]
SCHEDULE - I
SAMPLE OF BOQ/PRICE SCHEDULE
[Sec – 2, Para 3.2.3, (i)]

<table>
<thead>
<tr>
<th>Item No</th>
<th>Brief Description of the Item</th>
<th>Unit Price</th>
<th>QA.</th>
<th>GST</th>
<th>Total Price (Including all Taxes, Installation ETC and one year comprehensive warranty)</th>
<th>Price for one Year warranty including Service tax (if any)</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>
## SCHEDULE-II:
### FACT SHEET OF ANDROID BASED SMART PHONES

**Item No. 1: ANDROID BASED SMART PHONES, Make/Model Offered:**

<table>
<thead>
<tr>
<th>Parameters</th>
<th>Minimum Specification required</th>
<th>Compliance Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Operating System</td>
<td>Android v8.1 Oreo or higher</td>
<td></td>
</tr>
<tr>
<td>2. Processor</td>
<td>Octa Core 1.8 GHz or higher</td>
<td></td>
</tr>
<tr>
<td>3. Architecture</td>
<td>64 bit</td>
<td></td>
</tr>
<tr>
<td>4. RAM</td>
<td>3GB RAM or higher</td>
<td></td>
</tr>
<tr>
<td>5. Internal Storage</td>
<td>32GB or above expandable memory upto 256 GB or higher</td>
<td></td>
</tr>
<tr>
<td>6. Screen Size (inches)</td>
<td>5.9&quot; or above</td>
<td></td>
</tr>
<tr>
<td>7. Touch Screen</td>
<td>Capacitive touch screen, multi touch</td>
<td></td>
</tr>
<tr>
<td>8. Screen Resolution</td>
<td>720 X 1440 or above</td>
<td></td>
</tr>
<tr>
<td>9. Display Type</td>
<td>IPS LCD/ TFT</td>
<td></td>
</tr>
<tr>
<td>10. Battery Capacity</td>
<td>3400 mAh or higher</td>
<td></td>
</tr>
<tr>
<td>11. Rear Camera</td>
<td>13 Mega Pixel or higher</td>
<td></td>
</tr>
<tr>
<td>12. Flash</td>
<td>LED Flash</td>
<td></td>
</tr>
<tr>
<td>13. Front Camera</td>
<td>5 Mega Pixel or above</td>
<td></td>
</tr>
<tr>
<td>14. Wi-Fi</td>
<td>IEEE 802.11 b/g/n</td>
<td></td>
</tr>
<tr>
<td>15. GPS</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>16. Bluetooth</td>
<td>Version 4.0 or higher</td>
<td></td>
</tr>
<tr>
<td>17. Finger Print Sensor</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>18. OTG Support</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>19. SIM Slot</td>
<td>Dual SIM, GSM+LTE</td>
<td></td>
</tr>
<tr>
<td>20. SIM Size</td>
<td>Nano 1 &amp; 2</td>
<td></td>
</tr>
<tr>
<td>21. Network</td>
<td>4G available (supports Indian brand) 3G: available, 2G: available</td>
<td></td>
</tr>
<tr>
<td>22. Certifications</td>
<td>BIS/ CE</td>
<td></td>
</tr>
<tr>
<td>23. Cover</td>
<td>Flip cover &amp; Screen Guard</td>
<td></td>
</tr>
<tr>
<td>24. Software</td>
<td>Mobile data management (MDM) for customized Apps installation</td>
<td></td>
</tr>
<tr>
<td>25. Boot Logo</td>
<td>NHM Logo should be installed in booting</td>
<td></td>
</tr>
<tr>
<td>26. Warranty</td>
<td>One year OEM warranty at nearest service centers in Himachal Pradesh</td>
<td></td>
</tr>
</tbody>
</table>
SECTION-VI

ANNEXURES

Tender Document No:

HPSEDC/SMART-PHONES/2K19-9666
## ANNEXURE-I

### CONFIGURATION OF ANDROID BASED SMART PHONES

<table>
<thead>
<tr>
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<td>SIM Slot</td>
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<td>26.</td>
<td>Warranty</td>
<td>One year OEM warranty at nearest service centers in Himachal Pradesh</td>
</tr>
</tbody>
</table>
Annexure-II

Performance Bank Guarantee Template

[Date]

To,

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
First Floor, IT Bhawan, Mehli, Shimla-13.

Dear Sir,

1. Whereas M/s. ___________________________ (hereinafter called "CONTRACTOR") has supplied ____________________ (as per Bill of Material Specified in this Document) as per agreement/supply order No. ___________ dated ___________ signed between the HPSEDC (hereinafter called "Client") and them and as per the agreement/supply order the M/s. ___________________________ is supposed to furnish Performance Security for supply of Smart Phones and maintain the same for a period of 1 Year.

2. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, _(Bank Name)_________________________ having its Head Office at ___________________________ (hereinafter called "the Bank") are bound up to the Client in the sum of Rs. _______/- (Rs. _______/- only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.

3. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client having to substantiate its demand. The Client's decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to ___________. However, its validity can be got extended before ________ solely at the instance of the Purchaser. This clause shall remain valid notwithstanding anything else contained to the contrary in this document.

4. Our responsibility under this guarantee is restricted to Rs. _______/- (Rupees _______/- only and it will remain enforce up to ________ unless a demand in writing is received by the bank on or before ___________, all your rights under the said
guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.

5. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the implementing agency does not submit the fresh performance bank guarantee (as per required schedule and amount) till 15 days before expiry of this performance bank guarantee, the Purchaser may either forfeit the PBG or ask the Bank to extend validity of the Bank Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.

6. Sealed with the Common Seal of the said Bank this ____ day of ___, 2019. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this ____ day of ___, 2019 for Bank _________

Witness

Signature

Name

M/s. _________ (complete address)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.
Annexure-III

Bank Guarantee (BG) Format for EMD

Date _______

To,

The Managing Director,

H.P. State Electronics Development Corporation Ltd., First Floor, IT Bhawan, Mehli, Shimla-13.

Dear Sir,

1. Whereas M/s. ____________________________ (hereinafter called “Bidder”) has quoted against the Tender No. HPSEDC/SMART-PHONES/2K19-9666 invited by M/s HP State Electronics Development Corporation Ltd. (HPSEDC) towards supply of Smart Phones is supposed to furnish Bank Guarantee the same valid for a period of 120 days.

2. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, __(Bank Name)________________ having its Head Office at __________________________ (hereinafter called “the Bank”) are bound up to the Client in the sum of Rs. ______/- (Rs. ___________) only for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.

3. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client/HPSEDC having to substantiate its demand. The Client’s decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to 120 days. However, its validity can be got extended before expiry of its validity solely at the instance of the HPSEDC. This clause shall remain valid not withstanding anything else contained to the contrary in this document.

4. Our responsibility under this guarantee is restricted to Rs. ______/- (Rupees ___________) only and it will remain enforce up to _________ unless a demand in writing is received by the bank on or before _______, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.

5. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything
else contained to the contrary in this Guarantee, if the bidder does not submit the fresh bank guarantee or extend the existing Bank Guarantee till 15 days before expiry of this bank guarantee, the Purchaser/HPSEDC may either forfeit the BG or ask the Bank to extend validity of the Bank Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.

6. Sealed with the Common Seal of the said Bank this _____ day of ____, 2019. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____, 2019 for Bank __________

Witness

Signature

Name

M/s._________ (complete address)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.