

Terms of References for “auction of items (UPS, Generators, ACs, Batteries installed under BSWAN

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Bihar State Electronics Development Corporation Ltd.

(A Government of Bihar Undertaking)

Beltron Bhawan, Shastri Nagar, Patna-800 023

Telephone No. 0612-2281857, Fax No. 0612-2281857

NIT No: BSEDC/718/18

Dt:07.02.2018

Tender Notice for auction of items (UPS, Generators, ACs, Batteries installed under BSWAN (2008 -2015))

Tenders are invited from interested bidders for auction of items (UPS, Generators, ACs, and Batteries installed under BSWAN (2008 -2015)). The details of the tender document are available on the website: www.bsedc.bihar.gov.in . **Last date & time for submission of Tender (Only through sealed envelope) is on 26/02/2018 at 17:00 hrs.**

Sd/-

Managing Director

Important Date:

Tender reference No:	BSEDC/718/18, Dt:07.02.18
Date of issue of RFP:	07.02.2018
Non Refundable Tender Fee	Rs 5000/- in form of DD only in Favour of Managing Director , BSEDC Ltd Payable at Patna Only
EMD	For Schedule 1 ,2,3,5 is Rs 50000.00/- (Rupees Fifty Thousand) each and for schedule 4, Rs 2,00,000/- (Rupees two lakhs).
Request & Sale of Tender Document Date & Time	11.02.2018 10 Am
Last Date and Time for Sale of Tender Document	26.02.2018 11 Am
Last Date and Time for submission of Bids	26.02.2018 5 PM
Venue, Date & Time of Opening Of Bids	27.02.2018 11 Am

1. About Bihar State Electronics Development Corporation Limited

Bihar State Electronics Development Corporation Ltd. (BELTRON) is the nodal agency of the Bihar state working towards promotion & implementation of IT and e-Governance. It is the single-point of access to any IT business opportunity in Bihar and encourages various players in the field of IT to come forward and invest in the state of Bihar.

BELTRON is committed to generate IT business for the public/private sector with a mandate from the Government to develop IT in the state. This includes opportunities for software development, supply of hardware & peripherals, networking and connectivity, web applications, e-commerce, IT training and an entire gamut of direct and indirect IT businesses.

2. ABOUT Bihar State Wide Area Network (BSWAN)

Bihar is a state in North India. It is the 13th largest state of the country, with an area of 94,163 km² and the 3rd largest by population and its administration operates through 38 districts, 101 Sub division and 534 Blocks.

The State Wide Area Network (SWAN) has been envisaged at the state level primarily to connect various departments and enable effective and efficient transmission of information within the state and at the national level so that the financial and social benefits that could be derived via Information Technology could be availed optimally. The SWAN today is a primary vehicle for voice, data and video communication though out the state and is an effective tool for implementation of e-Governance Projects.

BSWAN has been implemented to provide connectivity up to the block level with integration of voice, data and video services. The network helps the department of government of Bihar to use common infrastructure for integration of their offices. This ensures improved administration by the government departments and reduction of cost.

3. Objective of this tender

Many of the equipments installed/commissioned at District Head Quarter (DHQ) and Block Head Quarter (BHQ) under BSWAN project have outlived their stated life expectancy. Bihar State Electronics Development Corporation Limited (BSEDC) intends to invite interested participants to participate in buy back tender of these equipments. Bidder may participate in any or all of the schedule mentioned below under section 7.

List of devices proposed to be auctioned under this project are mentioned below. **Bidders should not quote their financial quotation lower than depreciated rate finalized by Government of Bihar indicative below:**

Sl. No.	Item	Broad Specification	Date/Month/Year of Installation	Depreciated value	Installed at DHQ/BHQ
1	UPS at DHQ	Numeric , DHPE 1160 6 KVA	2008	4 % of actual value	DHQ
	Battery at DHQ	12 V, SMF Batteries	2008	Rs.35 per Kg	DHQ
2	Generator at DHQ	Mahindra, 10 KVA	2008	15 % of actual value	
3	UPS at BHQ	Numeric , DHPE 2000 2 KVA	2008	4 % of actual value	BHQ
	Battery at BHQ	12 V, SMF Batteries	2008	Rs.35 per Kg	
4	Generator at BHQ	Mahindra, 5 KVA	2008	15 % of actual value	BHQ
5	Air Conditioner with Stabilizer at BHQ	Vertis Plus, 2 Ton Window AC with stabilizer	2008	4 % of actual value	BHQ

4. Eligibility Criteria

Sl. No.	Mandatory Document	Evidence
1	The Bidder shall be an established company registered under the Companies Act, 1956 or a partnership/propriety firm registered under Indian Act and in operation for at least 5 years as on 31.12.2017 and shall have their registered offices in India".	Certificate of Incorporation to be submitted and Permanent Account Number (PAN) from INCOME TAX authorities of area of operation of the bidder.

Sl. No.	Mandatory Document	Evidence
2	The bidder’s cumulative annual sales turnover of last three year (2014 -2015 , 2015 -2016 and 2016 -2017) must be INR 2 Crores	(Audited Balance sheets and CA certification to be submitted)
3	The bidder must be a registered under GST	Certificates copy should be submitted

5. Time Schedule for hardware collection from DHQ and BHQ

Sl. No.	Location	Time schedule
1	DHQ	Eight (8) weeks from the date of issue of purchase order
2	BHQ	Sixteen (16) weeks from the date of issue of purchase order

6. Cost of BOQ:

Selected bidder has to submit Rs. 5000.00/- as a cost of BOQ for the schedule/all schedule in which bidder will participate.

7. Earnest Money Deposit:

Bidders are requested to submit earnest money deposit in form of DD/BG in favour of MD, BSEDC Ltd Payable at Patna. EMD amount for schedule 1,2,3,5 is Rs 50000.00/-(Rupees Fifty Thousand) each and for schedule 4, Rs 2,00,000/-(Rupees two lakhs). EMD amount for unsuccessful bidder will be return after issuance of LOI to the successful bidder. However EMD of successful bidder will be return after submission of performance bank guarantee.

8. Performance Bank Guarantee:

Successful bidder has to submit PBG as mentioned in section 10 after 10 days of issuance of LOI

9. Non Availability of hardware in DHQ and BHQ

In case the hardware is not available in DHQ or BHQ , selected bidder has to intimate in writing to BSEDC that the list of hardware is not available in DHQ/BHQ.

The said intimation will be dully verified/signed by L1 engineer of the BSWAN 2.0 stationed at each DHQ/BHQ. The auction amount of unavailable hardware will not be part of the amount that will be deposited by the bidder against each schedule.

10.Devices at DHQ

Schedule 1

Sl. No.	Description	Quantity	Unit Rate (in INR)	Equipment Age in years	State Govt. depreciation Rate (% of asset value)	Fixed price after expiry of life period (Per unit) in INR	Total Amount (in INR)	PBG Amount (bidder has to submit PBG)
1	UPS	37	131467	8	4 % of actual value	5258.68	194571.20	194571.20
	Battery				Rs.35 per Kg			

Schedule 2

Sl. No.	Description	Quantity	Unit Rate	Equipment Age in years	State Govt. depreciation Rate (% of asset value)	Fixed price after expiry of life period (Per unit)	Total Amount	PBG Amount (bidder has to submit PBG)
2	Generator	37	4,48,386	8	15 % of actual value	67257.9	2488542.30	2488542.30

Devices at BHQ

Schedule 3

SI. No.	Description	Quantity	Unit Rate	Equipment Age in years	State Govt. depreciation Rate (% of asset value)	Fixed price after expiry of life period (Per unit)	Total Amount	PBG Amount (successful bidder has to submit PBG)
3	UPS	495	1,31,467	8	4 % of actual value	5258.68	2603046.60	2603046.60
	Battery				Rs.35 per Kg			

Schedule 4

SI. No.	Description	Quantity	Unit Rate	Equipment Age in years	State Govt. depreciation Rate (% of asset value)	Fixed price after expiry of life period (Per unit)	Total Amount	PBG Amount (successful bidder has to submit PBG)
4	Generator	495	3,69,363	8	15 % of actual value	55404.45	27425202.75	27425202.75

Schedule 5

SI. No.	Description	Quantity	Unit Rate	Equipment Age in years	State Govt. depreciation Rate (% of asset value)	Fixed price after expiry of life period (Per unit)	Total Amount	PBG Amount (successful bidder has to submit PBG)
5	Air Conditioner with Stabilizer	495	34,458	8	15 % of actual value	5168.7	2558506.50	2558506.50

11. Financial Format

Interested bidders have to submit their financial proposal to **Managing Director, Bihar State Electronics Development Corporation Limited (BSEDC), Beltron Bhawan, Shastri Nagar, Patna (Bihar), Pin Code -800023** in below mentioned format.

Note: Successful bidders have to submit separate Performance Bank Guarantee (PBG)@ 100% of the amount mentioned under each section for which they have submitted their auction amount. The said guarantee should be valid for six (6) months from the date of issue of LOI. BSEDC will have the right to incash the PBG in case the selected bidder does not submit the auction amount to BSEDC within the defined timeline i.e. eight (8) weeks for DHQ and sixteen (16) weeks for BHQ.

Sl. No.	Item Description	Location DHQ/BHQ	Schedule No.	Amount	Tax Amount	Total Amount
1	UPS and Battery	DHQ	1			
2	Generator	DHQ	2			
3	UPS and Battery	BHQ	3			
4	Generator	BHQ	4			
5	Air Conditioner with stabilizer	BHQ	5			
Total amounts in words						

Remarks:

- The bidder quoting highest value (Total Amount) for a particular schedule will be selected for that schedule.
- Bidder may quote for one schedule or more than one schedule.
- Schedule wise H1 bidder will be selected.
- Bidder should not quote price lower than the price fixed as indicated above in section 7 otherwise their bid will be rejected.

12.Arbitration

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

If, after thirty (30) days from the commencement of such informal negotiations, any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation shall resolve or settle amicably through mutual negotiation and discussions, if the dispute/disputes is not settled amicably then in that case it shall be finally decided by reference to Bihar Arbitration Tribunal in accordance with Bihar Public Works Contracts Dispute Arbitration Tribunal Act, 2008, Rules framed there under or procedure prescribed by the Bihar Arbitral Tribunal. The award of Bihar Arbitral Tribunal shall be final and binding on the parties. It is further clarified in case any dispute/s is/are not come in the preview of "Work Contract" defines under the Section 2 (k) of the public Works Contracts Dispute Arbitration Tribunal Act, 2008, then in that case same shall be governed as per provisions of Arbitration and conciliation Act, 1996 and shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. The place of arbitration shall be Patna and the language used in the arbitral proceedings shall be English. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction and sole arbitrator shall be appointed by the Managing Director, BSEDC.

13.GOVERNING LAW & JURISDICTION

Any Agreement shall be governed by the laws in India and courts in Patna only shall have exclusive jurisdiction over matters relating to or arising from this Agreement".

14.FORCE MAJEURE

Except as provided herein neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the Parties, including, but not limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, insurrections, civil commotion, war, enemy actions.

If a Force Majeure arises, selected firm shall notify promptly to BSEDC in writing of such condition and the cause thereof. Unless otherwise directed by BSEDC, selected firm shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

The selected firm shall notify BSEDC of such event providing evidence thereof as soon as possible, as and in any case not later than 72 hours following the occurrence of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. The consulting firm shall be excused from performance of its obligations in whole or part and the timelines for completion of the services shall be extended for a period equal to the time such causes (Due to Force majeure), circumstances or events continues to prevent or delay such performance.