

REQUEST FOR PROPOSAL (RFP)

**Supply, Installation, Commissioning and Maintenance of IP PBX
Systems**

Tender No: IP PBX/BIPARD/2022/01

Dated: 06/08/2022

**Bihar Institute of Public Administration & Rural Development
(BIPARD)**

1 Introduction

1. BIPARD is an apex Institute of Training and Research in the field of Public Administration, Rural Development, Disaster Management, Panchayati Raj, Non-Government Organization, Urban Development, Land, Water Management and Sanitation etc. BIPARD invites bids from interested and eligible agencies for supply, installation, testing, commissioning and maintenance of IP PBX Systems for BIPARD, Gaya location.
2. All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 1,00,000 (Rupees One Lakh Only) in the form of Bank Guarantee in favor of **BIPARD – ATI, Bank of Baroda, Account Number- 26230100006425, IFSC Code:- BARB0WALMEC, Branch name:- Walmi Campus, Phulwari Sharif** payable at Patna. Bids submitted without adequate EMD will be liable for rejection.
3. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2 Schedule of Bid Process

SL#	Information	Details
1.	RFP No. and Date of availability	IP PBX/BIPARD/2022/01, Available for download from 8 Aug 2022, 6:00 PM onwards till 29 Aug 2022, 4:00 PM
2.	Last date for submission of written queries for clarifications	10 Aug 2022, 5:00 pm Email: ad-bipard-admin@bihar.gov.in bipardpatna@yahoo.in
3.	Date of pre-bid conference	12 Aug 2022, 4:30 pm at WALMI Campus, Phulwari Sharif, Patna, Bihar 801505 Zoom meeting: Meeting ID: 7409312919 Passcode: 590052
4.	Release of response to clarifications	16 Aug 2022, 5:00 PM
5.	Last date of submission of bid	29 Aug 2022, 4:00 PM

6.	Opening of Technical Bids	29 Aug 2022, 4:30 PM
7	Opening of Financial Bids	To be intimated
8.	Contact person for queries	Sri Shivendu Ranjan Assistant Director, BIPARD, Patna Email id: ad-bipard-admin@bihar.gov.in

3 Scope of Work

1. The bidder shall supply, install, commission and maintain IP PBX system at BIPARD, Gaya location. The specifications of the IP PBX system is mentioned in Annexure III.
2. The bidder shall be responsible for the delivery of entire material to the mentioned location including packing, handling, transporting, clearing, loading/unloading at ports etc.
3. The bidder shall provide IP PBX system with approximately 700 Extensions Expandable to 1500 ports. The System should be capable of handling min 7 PRI lines simultaneously. The bidder shall supply all necessary materials and accessories required for necessary wiring for the set up of IP PBX system.
4. The make of the equipments shall be of reputed brands like Cisco, Unify, NEC, MATRIX, Coral Telecom, Tadiran, Avaya or equivalent.
5. The bidder shall be responsible for the Comprehensive Annual maintenance for a period of 3 (Three) years which may be further extended to a period of 2 (Two) years. The scope of maintenance shall also include periodical checking, cleaning, servicing, inspection and testing, preventive maintenance, necessary repair, and replacement etc. ensuring continuous and effective functioning of IP PBX system.
6. The successful bidder will maintain the sufficient inventory of spare items as far as possible to avoid delay up to the satisfaction of representative of BIPARD. The list of inventory should be approved by representative of BIPARD, Gaya.
7. The successful bidder shall ensure the technical training of systems to representative of BIPARD at Gaya free of cost.
8. The supplier shall ensure that the Goods/Equipment is securely and adequately packed to ensure safe arrival at the destination fully withstanding all hazards such as rough handling etc. during transit.
9. The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Department.

4. Warranty :

- a) The vendor shall provide warranty of the equipments supplied to the Department for a period of two (02) years.
- b) The Vendor shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings.
- c) The Vendor shall be responsible for any defects that may develop under the conditions provided by the Vendor and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, and shall remedy the defects at his own cost when called upon to do so by the Department who shall state in writing in what respect goods are faulty. This warrantee shall survive inspection or payment for, and acceptance of goods, after the goods have been taken over.
- d) If it becomes necessary for the Vendor to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed. If any defect is not remedied within a reasonable time, the Department may proceed to get the work done at the Vendor's risk and expenses, but without prejudice to any other rights which the Department may have against the Vendor in respect of such defects.
- e) Replacement under warranty clause shall be made by the Vendor free of all charges at site including freight, insurance and other incidental charges.

5. Comprehensive annual maintenance:

- a) The vendor shall provide CAMC for a period of 3 years post completion of warranty period.
- b) Three-year comprehensive AMC which shall include preventive maintenance visits, attending breakdowns and replacement of all spares as required for the functioning of the Exchange. Breakdowns are to be attended within 24 hours from report of breakdown during AMC period.

6. Liquidated damages:

For late deliveries, as liquidated damages, a sum equal to 2% of the price of any goods/services not delivered or total order value in case where part delivery is of no use to a Department, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Vendor. The Department also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Vendor for future purchases.

7. Replacement of defective item:

- a) If any equipment or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted, shall give the vendor a notice setting forth details of such defects or failures and the vendor shall forthwith arrange to set right the defective equipment or replace the same by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding 15 days from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the vendor free of cost. If the Supplier fails to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Supplier. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier against this purchase order.
- b) If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the vendor for such loss or defective equipment and the vendor shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

8. Payment Terms:

- a) Post successful delivery, installation, and operationalization of the complete Solution (Supply installations & commissioning with its associated Software subject to satisfaction of the Department, 80% of the payment shall be released to the selected vendor.
- b) Remaining 20% payment shall be released in QGR.
- c) After completion of warranty period, Department will pay CAMC charges as per agreed terms and conditions at the end of each quarter
 - *QGR stands for Quarterly Guaranteed Revenue*

9 Timelines:

The successful bidder shall supply, install, test and commission the IP PBX system at BIPARD, Gaya within 5 weeks from the issue of work order.

10 Penalty

Particulars	Penalty
Delay in delivery	If the delivery of purchased goods is completed within the stipulated time period, the Department shall impose penalty @0.5% per week subject to a maximum of 5% of the order value.
Breakdown of Equipment/system	<p>Any defects in any of the equipment, shall be rectified within 24 hours from the time of problem being reported. Failure to rectify the equipment within 24 hours shall attract penalty @0.5% per week subject to a maximum of 5% of the order value.</p> <p>Any defects in PBX, leading to complete breakdown of the system, shall be repaired within 12 hours from the time of problem being reported. Failure to rectify the system within 12 hours, shall attract penalty 1% per week subject to a maximum of 5% of the order value.</p>

11 Dispute Resolution

- a) The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- b) All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between Department and the vendor’s representative.
- c) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
 - i. Conciliation: - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
 - ii. The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.
 - iii. Arbitration: - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act.
 - iv. All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.
- d) The Arbitral award shall be final and binding on both the parties.
- e) Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by Department unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise

explicitly provided in the contract, no payment due, or payable by Department, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

12 Fraud or Corrupt Practices

a. The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOA or the Agreement, the BIPARD may reject a bid, withdraw the LOA, debar the bidder for a period of one year from participating in the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the BIPARD shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.

b. Without prejudice to the rights of DEPARTMENT under Clause above and the rights and remedies which the DEPARTMENT may have under the LOI or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by DEPARTMENT during a period of <1(one)year> from the date such Bidder, is found by DEPARTMENT to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:

- “corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
- “fraudulent practice” means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- “coercive practice” means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection process.

13 Termination & Blacklisting:

13.1 The Department may terminate this Agreement and Blacklist/Debar the vendor ,in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days written notice of termination to Second Party.

- a. If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
- b. If the vendor becomes insolvent or goes into compulsory liquidation
- c. If the vendor, in the judgement of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- d. If the vendor submits to Department a false statement which has material effect on the rights, obligations, or interests of the Department.
- e. If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
- f. If the vendor fails to provide Quality services as envisaged under this Agreement.
- g. Serious discrepancy and delay in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Call Centre.
- h. Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
- i. Failure to abide by any lawful directions of the Department.

Note: - Blacklisting/Debarment of the vendor shall be natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the Department.

Provided that before placing the vendor in the blacklist, with or without the termination of the contract, the Department shall issue a notice given 15 days of time to the vendor.

13.2 Penalties: - The Department may impose a suitable penalty of the vendor of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty.

13.3 Termination Payments:- These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the sub-vendors of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

13.4 Blacklisting without termination: - The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.

13.5 Foreclosure with Mutual consent: -

- a) Without prejudices to any provisions of this agreement, Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
- b) Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.

- c) In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
- d) Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.
- e) For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the Department.

14. Instructions to the Bidder

14.1 General

- I. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the BIPARD on the basis of this RFP.
- II. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the BIPARD. Any notification of preferred bidder status by the BIPARD shall not give rise to any enforceable rights by the Bidder. The BIPARD may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BIPARD.
- III. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

14.2 Compliant Proposals / Completeness of Response

- 1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- 3. Include all documentation specified in this RFP;
- 4. Follow the format of this RFP and respond to each element in the order as set out in this RFP
- 5. Comply with all requirements as set out within this RFP.

15. Key Requirements of the Bid

15.1 Right to Terminate the Process

a) The BIPARD may terminate the RFP process at any time and without assigning any reason. The BIPARD makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b) This RFP does not constitute an offer by the BIPARD. The bidder's participation in this process may result the BIPARD selecting the bidder to engage towards execution of the contract.

15.2 RFP Document Fees

RFP document can be downloaded from the website www.eproc2.bihar.gov.in after paying tender fee of Rs. 5000/-and processing fee of Rs. 590 /. The fees will have to be paid through online on the above mentioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

15.3 Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Bids, EMD of INR 1,0,000 only in the form of Bank Guarantee issued by any Scheduled bank.
2. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
3. Micro, small and start up agencies registered for doing similar work are exempted from the payment of EMD, as per Government policy, subject to submission of valid registration certificate with the bid.
4. The EMD may be forfeited:
 - a) If a bidder withdraws its bid during the period of bid validity.
 - b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

15.4 Submission of Proposals

- a) The bidders should submit their responses as per the format given in this RFP in the following manner
 - 1) Technical Proposal
 - 2) Commercial Proposal
- b) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- c) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- d) The bids shall be uploaded through <http://eproc2.bihar.gov.in> as per the instructions available on the website

16 Preparation and Submission of Proposal

16.1 Proposal Preparation Costs

- a) The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the BIPARD to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- b) The BIPARD will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

16.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

16.3 Tender Opening

- I. The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the BIPARD, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- II. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

16.4 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

16.5 Tender Evaluation for responsiveness

- I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
 - A. Are not submitted in as specified in the RFP document
 - B. Are found with suppression of details
 - C. With incomplete information, subjective, conditional offers and partial offers submitted
 - D. Submitted without the documents requested in the checklist
 - E. Have non-compliance of any of the clauses stipulated in the RFP
 - F. With lesser validity period
- II. All responsive Bids will be considered for further processing. The BIPARD will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids

will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

17 Criteria for Evaluation

- Technical evaluation: The Bidder shall be examined prima facie to substantiate the compliance with the Bidder's eligibility criteria as set out for this project in terms of organizational, financial and technical experience etc. The bid will be rejected, in case it does not meet the Eligibility criteria.
- Proposal may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been black listed by a central or any state government or has indulged in any malpractice/ unethical practice and has not honored contractual obligation elsewhere;
- After the technical evaluation is completed and approved, BIPARD shall inform the Bidders who have submitted proposals, the detailed compliance of their Technical Proposals, and shall notify those Bidders whose Proposals did not meet the minimum technical criterion or were considered non-responsive to the RFP, that their Financial Proposals will be returned unopened after completing the evaluation process. BIPARD shall simultaneously notify in writing to the Bidders that have complied with the Technical Criterion specified in the RFP the date, time and location for opening the Financial Proposals.
- Please note that no conditional bid will be entertained.

17.1 Eligibility Criteria

S N o	Criteria	Documents Required
1	The Bidder should be a sole proprietor, partnership or company registered under Indian Companies Act 1956/2013.	Certificate of Incorporation/Proprietorship Certificate/Partnership Certificate GST Certificate
2	The bidder should have annual turnover of at least 10 crores or above for the last three financial years ending on 31/03/2022.	Audited Financial Statements of last three financial years/Self-certification from CA
3	The bidder should have experience of establish, running and maintenance of IP PBX system for the last 03 years ending on 31 Mar 2022.	Copy of Work Order/Completion Certificate
4	The bidder should have executed at least one orders of similar nature (Supply, Installation, Configuration, Commissioning and maintenance of IP PBX System with capacity of 200 ports or more at Central / State Govt. Department / PSUs.	Copy of purchase order/ Completion Certificate shall be attached.
5	The agency should not be blacklisted or debarred by any State/ Central Govt/PSU of India	Self-Declaration (Refer Form -4)

6	The bidder should have their Service Centre in Bihar for necessary support in case required. In absence of this, the bidder needs to submit declaration that they will open an office/service centre with GST registration in Bihar, within 60 days of award of LOA / LOI / work order, failing which the bidder will be rejected, their EMD forfeited and action will be initiated against them.	Shop and Establishment License/MSME Certificate
7	Consortiums/Sub-contracting not allowed	Self-declaration from bidder
8	The bidder shall have ISO 9001 :2015 certification.	ISO 9001:2015 Certification

* Condition of prior turnover and prior experience in public procurement to all startups (whether MSEs or otherwise) may be relaxed as per the office memorandum issued by the Ministry of Finance, GoI, dated 27 July 2017.

17.2 General Evaluation Elaboration

An evaluation committee so constituted by the BIPARD will evaluate the bids as per the following pattern:

- 1 Conditional bids shall be summarily rejected.
- 2 Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- 3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 4 The Tenderer is expected to submit all documents along with General Bid for General Evaluation, in case document is not provided or provided but not a valid document, then the same parameter shall not be considered for marking for the specific Bidder. It is the Bidder's responsibility that all documents pertaining to every parameter of "General Evaluation Elaboration" needs to be submitted and tagged/referenced to the evaluation parameter.
- 5 The Tenderer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- 6 Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution/ implementation of the project including management period.

17.3 Financial Bid Evaluation

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- d) Any conditional bid would be rejected.
- e) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
- f) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- g) The Total Bid Price, as computed by the Department shall be used for the purpose of commercial evaluation of bids.

17.4 Award Criteria

The Contract shall be awarded to the bidder who fulfills the eligibility criteria and has quoted lowest amount in the financial proposal.

17.5 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The BIPARD reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the BIPARD action.

17.6 Contract Finalization and Award

- a. The BIPARD shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
- b. The BIPARD may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.

17.7 Signing of Contract

After the BIPARD notifies the successful bidder that its proposal has been accepted, the BIPARD shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the BIPARD and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

17.8 Failure to Agree with the Terms and Conditions of the RFP

- i) Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions

of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the BIPARD may award the contract to the next best value bidder or call for new proposals from the interested bidders.

- ii) In such a case, the BIPARD shall invoke the PBG of the most responsive bidder.

18. Annexure

Annexure I: TECHNICAL BID TEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Technical Proposal shall comprise of following forms:

Forms to be used in Technical Proposal:

- Form 1: Undertaking on Total Responsibility
- Form 2: Particulars of the Bidder
- Form 3: Bank Guarantee for Earnest Money Deposit
- Form 4: Self Declaration on Blacklisting
- Form 5: Manufacturer Authorization form

Annexure II: CLIENT DETAILS

Annexure III: IP PBX SYSTEM SPECIFICATIONS

Annexure IV: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal

- Form 1: Financial Proposal
- Form 2: Performance Bank Guarantee

Form 1: Undertaking on Total Responsibility

No. Date:

To:

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for supply, installation, commissioning and maintenance of IP PBX systems at BIPARD, as per the requirements of the RFP.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Time :

Seal :

Business Address:

Form 2: Particulars of the Bidder

Details of the Bidder(Company)		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/Pvt. Ltd)	
4.	Details of Incorporation of the Company	
7.	Valid GST no.	
8.	Permanent Account Number(PAN)	
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10.	Telephone No. (with STD Code)	
11.	E-Mail of the contact person:	
12	Fax no (with STD code)	

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #<RFP Number> dated<Date> for <Name of the assignment> (hereinafter called "the Bid") to the BIPARD

Know all Men by these presents that we <> having our office at <Address>(hereinafter called "the Bank") are bound unto the BIPARD (hereinafter called "the Department") in the sum of Rs. <Amount in figures>(Rupees<Amount in words> only) for which payment well and truly to be made to the said Department, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

- 1) If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- 2) If the Bidder, having been notified of the acceptance of its bid by the Department during the period of validity of bid
 - a) Withdraws his participation from the bid during the period of validity of bid document; or
 - b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Department up to the above amount upon receipt of its first written demand, without the Department having to substantiate its demand, provided that in its demand the Department will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

FORM 4: SELF-DECLARATION ABOUT NON-BLACK-LISTING

SELF-DECLARATION ABOUT NON BLACK-LISTING

(On the Letterhead of the Bidder and to be submitted/ uploaded online)

Date: _____

To,

Director, BIPARD,

Patna, Bihar

Subject: E-Tender for 'Supply, Installation, Commissioning and Maintenance of IP PBX systems', Tender No: IP PBX/BIPARD/2022/01

Sir,

In response to tender under reference, I/ We hereby declare that presently our firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our firm is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our performance security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully,

(Name & signature with stamp of the bidder)

Form 5: Manufacturer's Authorisation form

To,
The Director General,
BIPARD,
Patna, Bihar

Dear Sir,

Ref.: Your Tender No. NIT, dated

We, who are proven and reputable manufacturers of Digital/IP Phones having factories at, hereby authorise Messrs Indian Subsidiary(name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender document for the Supply of Digital/IP Phones manufactured by us.

We further confirm that no Supplier or firm or individual other than Messrs Indian Subsidiary (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender documents for the supply of Digital/IP Phones manufactured by us.

We also hereby extend our full G/W, as applicable as per the Tender Document for the supply of Digital/IP Phones offered for supply by the above firm against this tender.

Yours faithfully,

.....
.....
[Signature with date, name and designation]

Note: This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

ANNEXURE II

DETAILS OF PRESENT AND PAST CLIENT Please attach client certificates on their letterhead a period of the contract awarded,

Name & Address of Client (s) (Do not use abbreviations)	Major items of work	Value of work (In Rs.)	Start Date	Actual Completion Date

Signature: -----

Name:-----

Seal of contracting agency/firm/company

ANNEXURE III: SYSTEM SPECIFICATIONS

S.No	Description
1	Proposed system shall be brand new and there shall not be any scratches, cracks, broken parts, corrosion etc. on it. All metal parts of the system shall be stainless steel and corrosion-proof.
2	Proposed telephone system shall be manufactured in premises having "ISO9001" Quality System Certificate.
3	Proposed system and system materials shall be of the most recent design and version.
4	The bidder shall confirm that the proposed system will be unused and has been manufactured within one (1) year from the date of installation.
5	The system shall provide IP functionality at its core to support SIP/IP extensions and trunks over SIP protocol. It should be possible to support SIP Trunks and SIP/IP Extension with the single VoIP module. It should support license-free 99 SIP trunks and 999 SIP/IP users (SIP/IP Phone, Mobile softphones, UC Client).
6	The system should support Simple N/W Management Protocol (SNMP) which helps to manage and monitor network elements, audit network usage and detect network faults. SNMP manager should support SNMPv1/v2c/v3 versions.
7	It should have built-in multi-party conferencing without any software licensing.
8	The system shall have the inbuilt Auto-attendant facility and shall be able to answer multiple calls simultaneously and should support dial-by-name.
9	The system shall be compatible with ISDN PRI line of Local Service Provider.
10	The system shall have multiple port interfaces such as analog extension lines, digital key phone, GSM/3G/4G for voice, T1E1 PRI, RADIO, CO and E&M . All interfaces except VoIP and VMS shall be in the form of expansion cards or Gateway can be plugged into the universal slots of the system as and when required in the future.
11	The system shall have built-in web-based software programming tool for system administration.
12	Each port of the system shall be programmable. It shall have programmable features port-wise/extension-wise.
13	The system should support UC Clients with following UC features: a) Presence and IM b) Video Calling c) Auto Sign-in d) IM to SMS and vice versa e) SMS to email and vice versa f) Bulk Messaging g) Busy Lamp Field and SMS on No Reply h) Drag and Drop conference on Windows UC Client
14	The system should have combo cards or Gateway (PSTN+DIGITAL+ANALOG) to have flexible configuration and save on the resources of universal slots.
15	Access codes, system timers and access to features shall be programmable.
16	The system must have following features: Call Budget on Trunk CLI based Direct inward Access System (DISA) (Mobile Extension) GSM Trunk Connectivity Multi-stage Dialing Returned Call to Original Caller (RCOC) Automatic Call to Missed (Predefined) Calls on Trunks Dual Ring Routing of calls to only permissible legal networks (Logical Partitioning) SMDR / CDR through Ethernet Port

17	<p>The system should support Voice Mail System with following features:</p> <ul style="list-style-type: none"> Attend as much as 64 calls simultaneously with flexibility of routing callers to desired extension or delivering information depend upon the selection Dial-by-Name to reach the intended user directly without knowing/remembering extension number Selectively allocate voicemails to users with the flexibility of customizable mailbox size and greetings for All/Selective users Group mailbox to share messages between departmental groups Anywhere access to voice mail with just a phone call Password protected secured voice mail access Record important conversations for future reference and record maintenance Record up to 2000 hours of Voicemail Redirection of voice mails to another extension in case of non-availability Tag voicemails while Forwarding Messages to Another Mailbox Broadcast voice message to a group of personnel, at a go Distribution lists for delivery of voice mails to different set of users or groups Message wait indication via ring, change in dial-tone, voice message or message wait lamp Notification of a new voicemail via email alert or a phone call
18	Storage of outgoing, incoming, and internal call reports shall be generated and shall be available online.
19	The system should be IPV6 ready.
20	The system shall support flexible numbering for extensions such as it may have extensions with 2 digits and up to 6 digits numbers as well as in combination of all.
21	The system shall have a conversational recording in the mail box. Conversation recording should be possible on Analog/Digital/IP as well as Mobile SIP Smartphones (Android/iPhone) without any additional software licenses.
22	IVR:- 1. Ringing Options - Ring All, Round Robin, Fewest Calls, Least Recently Called, Random, and In Order. 2. Extension Dialing - Allow the callers to dial an extension at any time. 3. Send to Voice Mail.
23	The telephony system must be able to register SIP phones/SIP video phones and MGCP phones directly to it.
24	The System shall provide the standard tones and ringing current as in the Public Telephone Network as follows: i. Ringing 75 V AC, 25 Hz. ii. Ring back tone 400 Hz. 0.4 sec ON, 0.4 sec OFF. iii. Dial tone 400 Hz modulated by 25 Hz. iv. Busy tone 400 Hz, 0.75 sec ON, 0.75 sec OFF. v. Operating Voltage 48 V +/- 4 V DC.
25	Extension-to-Extension Dialling: It shall be possible to establish internal calls automatically by dialling any number without assistance of the attendant.
26	Direct Outward Dialling: It shall be possible to establish external calls automatically by dialling any number without the assistance of the attendant (subject to class of service)
27	The architecture of the system shall be capable of seamless migration to its maximum capacity by simply adding peripherals cards/modules in the same chassis without compromising function/features of the system.

ANNEXURE IV**Form 1: Financial Proposal**

S.No	Description	Unit Price	GST	Total Amount incl. tax
1	IP PBX System with 700 extensions with all the required hardware, software, Cabling, Accessories etc. as per specification and with 2-years warranty			
2	Digital Phone with required accessories like Power Adaptor etc			
3	IP Desk phone with high quality audio, 2.3" black and white LCD with backlit etc			
4	Installation and Commissioning charges for the complete set up of IP PBX			
5	CAMC post 2 years warranty after installation			
	1st year			
	2nd year			
	3rd year			
	4 th year			
	5 th year			

Note: -

- a) The firm may quote the rate for supply of digital and IP telephone instruments. Actual number of each type of phone instruments if any to be supplied will be placed in the purchase order.
- b) Supply of any other hardware / accessories needed for installation of the IP PBX system will be quoted for with details. All wirings and interconnections shall be done shall be of standard quality.

Form 2: Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <name of the Vendor and address>(hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the BIPARD (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the Vendor such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Vendor, up to a total of **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs.<Insert Value>(Rupees<Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs.<Insert Value>(Rupees <Insert Value in Words> only)**.
- II. This bank guarantee shall be valid up to <Insert Expiry Date>

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.