



**Government of Odisha
School & Mass Education Department
Odisha Secretariat, Bhubaneswar**

Short Tender Call Notice

Tender Notice No: - 05/MDM-13-14

Dated:11 /07/2013

The S&ME Department, Govt. of Odisha invites from reputed Firms / Organizations / Institutions, Central / State Government Organization / Agencies / Institutions with outstanding performance for Procurement & Installation of SMS Modem, SMS Software, Storage & PCI Cards for SMS Based Monitoring System for Mid Day Meal Scheme.

Sl#	Items	Time line
01	Availability of Tender Document at S&ME Department web site	Dt. 11-Jul-2013 to 31- Jul-2013 up to 03:00 PM
02	Last Date of Submission of Tender Document	Dt. 01-Aug-2013 up to 01:00 PM
03	Date and Time of Tender Opening (General & Technical bid)	Dt. 01-Aug -2013 at 03:00 PM
04	Date and Time of Opening of Commercial bid	Dt. 01-Aug -2013 at 04:00 PM

Interested Firms / Institutions / Organizations / are requested to follow up the schedule given above. Tender document can be downloaded from website : <http://www.odisha.gov.in/schooleducation/> or www.opepa.in

Sd/-

State Nodal Officer (MDM)

For more details please contact
1st Floor, SRC Building, Unit-V, Bhubaneswar
State Project Management Unit
eMail-snomdm@gmail.com, Tel No: 0674-2393923

**SCHOOL & MASS EDUCATION DEPARTMENT
GOVERNMENT OF ODISHA
STATE PROJECT MANAGEMENT UNIT (MDM)**

TENDER DOCUMENT

Tender Notice No. 05/MDM-13-14

Procurement & Installation of SMS Modem, SMS Software, Storage & PCI Cards		
Sl#	Items	Time Line
1	Availability of Tender Document at S&ME Department web site	Dt. 11-Jul-2013 to 31-Jul-2013 up to 03:00 PM
2	Last Date for Submission of Tender	Dt. 01-Aug-2013 up to 1:00 PM
3	Place of Submission of Tender Document	State Project Management Unit (SPMU), MDM at SRC Building, Bhubaneswar
4	Date and Time of Tender Opening (General & Technical bid)	Dt. 01-Aug-2013 at 03:00 PM
5	Date and Time of Opening of commercial bid	Dt. 01-Aug-2013 at 04:00 PM
6	Cost of Tender Document	Rs. 500/- (Rupees Three Hundred only)
7	Cost of EMD	Rs. 10,000/- (Rupees Ten Thousand only)

Note: - The dates are subject to change according to the convenience and needs of the purchaser.

Place:

Signature & Seal of the Bidder

Date:

1. Invitation for Bids

Sealed tenders are invited from OEMS/authorised dealer/distributors to supply and install GSM (SMS Modem), SMS Management Software (ActiveXperts SMS Messaging Server), External HDD & PCI Cards for implementation of SMS Based Monitoring System of Mid Day Meal solution. The tender document can be downloaded from S&ME Department website, <http://www.odisha.gov.in/schooleducation/index.html>, which, after duly filled in should reach S&ME Department latest by 01-Aug-2013, 01:00 PM along with the tender document fee of Rs. **500/-** (non-refundable) and **EMD** in shape of **Demand Draft** drawn in favour of State Nodal Officer payable at **Bhubaneswar**. The tenders will be opened in the presence of the bidders at 03:00 PM on 01-Aug-2013. **The authority reserves the right to accept/reject any and part there of or all the quotations and without assigning any reason thereof.**

2. General Terms & Conditions

2.1. Location of the Project

State Project Management Unit (MDM)
School & Mass Education Department, Government of Odisha
SRC Building, 1st Floor, Unit-V, Bhubaneswar, 751001

2.2. Eligibility Criteria

- ✓ The bidder must be a registered firm/company/agency in operation for last five years as on the date of proposal and must have submitted the registration certificate.
- ✓ The bidder should be a registered firm with Odisha Sales Tax Authority. The bidder should furnish the registration certificate, PAN and up to date state VAT clearance certificate along with the tender paper.
- ✓ The bidder should submit the authorized dealer/distributor certificate from OEMs for the item(s) quoted.
- ✓ The bidder must have a local office and authorized service network in Odisha. **(Annexure - 1 & 2)**
- ✓ The bidder must have average annual turnover more than of Rs. 25, 00,000 (Rupees Twenty Five Lakhs) in last three financial years ending 31/03/2012. (Audited Financial Statement must be submitted)
- ✓ The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government agency/PSU in the country of India. An undertaking (self certificate) must be submitted. **(Annexure - 3)**

Necessary supporting documents on fulfillment of above eligibility criteria, Representative authorization letter (Annexure - 4), Tender document fee, EMD should be submitted along with General BID and the tender document must be signed at each page to indicate acceptance of all terms and conditions set forth in the tender. Organizations failing to provide complete information on any of the above requirements are liable to be rejected.

2.3. Cost of Tender Document and EMD

Place:

Signature & Seal of the Bidder

Date:

- a) Cost of Tender document will be **Rs. 500/-** (Rupees Five Hundred Only). **(In shape of DD to be submitted along with general bid and Non Refundable).**
- b) Earnest Money Deposit (EMD) **Rs.10,000/-** (Rupees Ten Thousand Only).**(in shape of DD to be submitted along with general bid and it shall remain valid for a period of 90 days from the date of floating of Tender).** The EMD will be refunded by School & Mass Education Department to the unsuccessful bidders without any interest whatsoever with in 15 (Fifteen) days of finalization of the tender and the EMD for successful bidder/bidders would be returned without any interest whatsoever after receipt of performance security from it as called for in the contract. EMD of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. Further, If the successful bidder fails to furnish the required performance security within the specified period, its EMD will be forfeited

2.4. Time of completion of Project

The work shall be executed within **two weeks** from the date of issue of Purchase Order.

2.5. Performance Security

To ensure due performance of the contract, Performance Security shall be furnished by the successful bidder awarded the contract in the form of a **Bank Guarantee (BG) (Annexure-5)** from any **Nationalized Bank** for **10% (ten percent)** of the contract price within seven days of issue of purchase order. The BG should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. Performance security will be forfeited and credited to S&ME Department in the event of a breach of contract by the supplier, in terms of the relevant contract. Performance Security should be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects including warranty obligations.

2.6. Payment term

- ✓ 90% payment will be made after delivery and installation of the material in good condition at site.
- ✓ 10% payment will be made after successful operation of equipments at least for three months at site and after submission of Bank Guarantee.

2.7. Offer Validity Period

The tender offer must be valid for **90 days**. Any offer falling short of the validity period is liable for rejection.

2.8. Rejection

Before acceptance of the items if the items supplied by the vendor is found defective in materials or workmanship or otherwise not in conformity with the requirements of the contract, the purchaser shall have the right to either reject or to request in writing for rectification of the defects. Then the vendor shall with utmost diligence, at his own expense, make good the defects so specified or replace the defective equipment. If the vendor fails to do so, the purchaser either.

- ✓ At its option, replace or rectify such defective equipment and charge to the vendor the excess cost incurred by the purchaser plus 15% (Fifteen percent) extra.

OR

Place:

Signature & Seal of the Bidder

Date:

- ✓ Terminate the contract for default. Further, in the event, the vendor is not able to rectify or replace the faulty material within reasonable time, the purchaser reserves the right to acquire the said material at a reduced price considered equitable under the circumstances, and under such conditions the decision of the School & Mass Education Department, Govt. of Odisha, shall be final.

2.9. Delay in Delivery of the material

The time schedule for completion of the project as mentioned in **Clause 2.4** above is very important and the bidder must take utmost care to complete the delivery and installation within scheduled time. If the work is delayed for any reason for which S&ME Department or client organization are not responsible, a penalty @0.5% of the cost of the purchase order will be charged to the supplier for a delay of one week or part thereof, subject to maximum 10% of the cost of the purchase order. However, if the delay is due to non-readiness of the client site or any other reason relating to the client S&ME Department, then the penalty may be waived. In such case, the vendor must inform S&ME Department in writing the reason of the delay.

2.10. Insurance of Equipments

The materials to be supplied should be insured by the vendor on behalf of the purchaser from his warehouse to the Client's site. The insurance coverage should cover the transport of materials by Rail/Road to the destination. The insurance policy shall remain valid till successful commissioning of the equipments at client side and handing over the same to client. The materials/equipments found lost or damaged in transit or during installation and commissioning should be immediately replaced by the supplier.

2.11. Standards

The equipment shall confirm to a National / International standard as applicable.

2.12. Replacement

If the material/ equipment or any portion thereof gets damaged or lost during the transit and installation, the vendor shall effect the replacement of such materials/ equipment within a reasonable time to avoid delay in commissioning the equipment.

2.13. Purchaser's Procurement Rights

Without incurring any liability, whatsoever to the affected bidder or bidders, the Purchaser reserves the right to:

- ✓ Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- ✓ Change any of the scheduled dates stated in this tender.
- ✓ Reject proposals that fail to meet the tender requirements.
- ✓ Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.
- ✓ Make typographical correction or correct computational errors to proposals
- ✓ Request bidders to clarify their proposal.

Place:

Signature & Seal of the Bidder

Date:

2.14. Inspections

The representatives of NIC / STPI / OCAC / MDM shall have the right to make inspection during delivery of the materials.

2.15. Other Instructions

There are three parts of tender papers namely General Bid, Technical Bid, and Commercial Bid. The bidder is required to fill out all the three parts of tender papers and place them in three separate sealed envelopes which should be super scribed with bidder's name, address, Tender Enquiry Number and Subject (Gen/Tech/Fin bid). These envelopes should be placed in another sealed envelope and addressed to S&ME Department, State Project Management Unit (MDM), School & Mass Education Department, Government of Odisha, SRC Building, 1st Floor, Unit-V, Bhubaneswar, 751001 and must be super scribed with the bidder's name, address and tender enquiry number.

- ✓ The bidder has to quote for the entire range of product as per the bill of materials.
- ✓ The bidder must organize the bid in accordance with the format specified in the tender document.
- ✓ The tenders not submitted in the prescribed format or incomplete after due date in any sense are liable to be rejected.
- ✓ S&ME Department is not responsible for non-receipt of tenders within the specified date and time due to any reason including postal delay or holidays.
- ✓ The rates should be valid for a minimum period of 90 days.
- ✓ S&ME Department reserves the right to accept or reject any bid without assigning any reason thereof and S&ME Department decision in this regard will be treated as final.
- ✓ S&ME Department reserves right to cancel the Purchase Order in the event of one or more of the following situations:
 - Delay in delivery beyond the specified period for delivery
 - Major discrepancy in the components noticed during any stage of the execution of order.
 - Delay in delivery against the agreed time lines.
- ✓ S&ME Department reserves the right to re-negotiate the prices in the event of downgrade change in the market prices of the products.
- ✓ S&ME Department reserves the right to ask for any type technical clarification and make technical presentation before technical committee members failing which it may leads to cancellation of bids the bid.
- ✓ S&ME Department reserves the right to inspect the material to verify the genuineness and conformity with the specifications of the material delivered.
- ✓ Un-signed & un-stamped bid shall not be accepted.
- ✓ Undertaking for subsequent submission of any of the document asked in the tender will not be entertained under any circumstances. However, S&ME Department reserves the right to seek fresh set of documents or seek clarifications on the already /submitted documents.
- ✓ Upon verification, evaluation / assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- ✓ No deviations from tender terms and conditions will be accepted. Any violation thereof will lead to the rejection of the bid.

Place:

Signature & Seal of the Bidder

Date:

- ✓ S&ME Department will not be responsible for any misinterpretation or wrong assumption by the vendor.
- ✓ **S&ME Department reserves the right to alter / increase / decrease the quantity of items, as the case may be, to meet the requirements at any point of time.**
- ✓ S&ME Department is not responsible for non-receipt of tenders within the specified date and time due to any reason including postal delay or holidays.
- ✓ Over-writing/over-typing or erasing of the figures are not allowed and shall render the tender invalid.

2.16. Detailed Evaluation

- ✓ Only the bids considered to be substantially responsive shall be considered for detailed evaluation.
- ✓ The bidder who has complied with all the general and technical criteria will be qualified for commercial bid opening. They will be informed through Telephone/e-mail .
- ✓ The evaluation of the tender will be made on the basis of least cost for the individual range of product (sum of all quoted prices inclusive of taxes).
- ✓ The purchaser shall evaluate each bid in detail in respect of Technical specifications, Price quoted, Service offered, Quality and compares them with other bids in the abovementioned aspects.
- ✓ The purchaser reserves the right to negotiate specifications, prices during evaluation if found necessary. Other conditions being equal the firm which can assure quick delivery shall carry weightage.

2.17. Jurisdiction of High Court of Odisha

Suites, if any arising out of the contract shall be filed by either party in a court of Law to which the jurisdiction of the High Court of Odisha extends.

2.18. Right To Reject/Accept The Tender

The purchaser reserves the right either to reject or accept any or all tenders. Orders may also be split among different selected bidders. The purchaser has exclusive right to alter the quantities of materials at the time of placing the final purchase order. After placing the purchase order, the purchaser may order to defer the delivery of the material. It may be clearly understood by the tenderer that the purchaser need not assign any reason for the above action.

2.19 Amendment of Invitation

In case of any seeming discrepancy between the Press Advertisement, other detailed provisions of the Tender print-document and the updated version on the web (up to 14.05.2012 till 11:00 AM), the web-version will prevail. At any time prior to the deadline for submission of bids, S&ME Department reserves the right to add / modify / delete any portion of this document by issuance of an addendum, which would be published on the web site and will also be made available to the all the bidders who have indicated their intention to bid. The addendum shall be binding on all bidders.

2.20 Final Authority

The final authority for payments will be the consignee except otherwise specifically stated and if the vendor/supplier desires to appeal against any matter he shall appeal to State Project Management

Place:

Signature & Seal of the Bidder

Date:

Unit (MDM), School & Mass Education Department, Government of Odisha, SRC Building, 1st Floor, Unit-V, Bhubaneswar, 751001 whose decision on such matters shall be final and conclusive.

3. Deliverables

Sl. No	Item	Quantity
1	SMS Modem	14
2	SMS Management Software	2
3	External HDD	2
4	PCI Card	4

Installation and configuration of the above mentioned equipments will be the responsibility of the bidder. Further, the specification of the deliverables is mentioned in section 4.

Note: The exact quantify of the items mentioned above mentioned may vary depending upon the requirement by the department in a later stage however for any additional set of deliverables the department will pay the additional cost attached to it.

4. Technical Specification of the deliverables

4.1. Item-1A: SMS Modem (GSM)

Technical Parameter	
Measurement	8*11*3.5cm (L,B,H) 150 grams
Supply	8-12Volt, 1A Standard Adaptor
SIM Connection	1
Communication Port	1 (RS232 Port)
Operating temp. (Ambient)	-40 to +85°C
Storage temp.	-40 to +85°C
Operating humidity	Up to 80%
Quad-Band	GSM 850 / 900 / 1800 / 1900 MHz class 4 (2 W) for 850/900 bands class 1 (1 W) for 1800/1900 bands
GPRS	Class 10 (4 downlink, 2 uplink, max. 5)

Place:

Signature & Seal of the Bidder

Date:

	Mobile Station Class B PBCCH supported CS 1...CS 4 supported
CSD (circuit switch data)	max 9.6 kb/s user data
AT Commands	3GPP 27.005, 3GPP 27.007 u-blox AT command extension 3GPP 27.010 MUX protocol
SMS	PDU / Text mode / Cell broadcast
Sensitivity (25 °C)	-110 dBm (typ.) @850/900 -109 dBm (typ.) @1800/1900
Antenna Type	SMA Rubber Duck
Antenna Gain	2.5 dBi
RS232C (COM) Port Signals	TX, RX, RTS, CTS, DTR, DSR Connector (DB9 Female)
Highlight	Full feature quad-band GSM/GPRS, class 10 <ul style="list-style-type: none"> • Embedded TCP/IP stack • Lowest standby current: < 0.99 mA • Extended temperature range: -40 °C to +85 °C

4.2. Item-1B: SMS Management Software

Description of Requirement	
ActiveXperts SMS Messaging Server is a messaging framework to send, receive and process SMS and e-mail messages.	
<ul style="list-style-type: none"> • SMS messaging framework to build custom SMS based applications. • Automatically send, receive and process messages • Open system, API and Database layout are documented • Runs as a service on Windows 2012/2008/2003/8/7/Vista/XP platform, 32 or 64 bit • SMS communication through GSM, HTTP and SMPP • E-mail communications through (secure) SMTP and POP3 	

4.3. Item-1C: External HDD

Item	Description of Requirement
Size	1 TB
USB	USB 2.0 or 3.0 plug-and-play connectivity
Power	Power enable
Warranty	Minimum 2 Yrs.
System	Windows® 7, Windows® XP, Windows Server 2008/2012 (32-bit & 64-bit) operating

Place:

Signature & Seal of the Bidder

Date:

Tender Notice No. 05/MDM-13-14

Page No-9

Support	system or Mac® OS X operating system 10.4.9 or higher.
---------	--------------------------------------------------------

4.4. Item-1D: PCI Card

Item	Description of Requirement
Bit Support	32-bit PCI bus
Ports	Two RS-232 ports with 16550 compatible UART with 16 byte FIFO each
	Maximum UART baud rate can be set to 115.2k, 230.4k or 460.8k Baud
Driver	Supplied Drivers support: DOS, Windows 9X/ME, NT4, 2000/XP and Linux

The bidder must quote for entire products indicated above (as per Technical Spec.) otherwise the bid will not be considered. Printed brochures of items quoted should be enclosed.

5. Commercial Offer

Tender Notice No. 05/MDM-13-14

Sl#	Items	Specification	Unit Price In Rs. (A)	Taxes and duties, if any (B)	Total Unit Price (Rs.) (C) = (A+B)
1	Item-1A:	SMS Modem (GSM)			
2	Item-1B:	SMS Management Software			
3	Item-1C:	External HDD			
4	Item-1D:	PCI Card			
5	All	Installation and Configuration charges			
5	Additional features (if any) – please specify.				

Note:

- 1. The bidder must indicate unit price, all the tax components and total cost in Indian Rupees separately in their price quotation.*
- 2. The bidder must quote for entire products indicated above (as per Technical Spec.) otherwise the bid will not be considered.*
- 3. The price offer must be valid for 90 days. Any offer falling short of the validity period is liable for rejection.*

Place:

Signature & Seal of the Bidder

Date:

ANNEXURE -1

GENERAL INFORMATION

Company Name			
Registered Office Address			
City		Pin	
State		Website	
Telephone		Cell	
Fax		E-mail	
Office Address (in Odisha)			
City		Pin	
State		Website	
Telephone		Cell	
Fax		E-mail	
Company Name			
Address			
City		Pin	
State		Website	
Telephone		Cell	
Fax		E-mail	

Place:

Signature & Seal of the Bidder

Date:

SERVICE NETWORKS DETAILS IN ODISHA

Sl. No.	Service Station with Address	Officer-in - Charge	No. of Service Engineers	Contact Phone/ Mobile Nos.	Areas Covered

Place:

Signature & Seal of the Bidder

Date:

ANNEXURE-3

**SELF DECLARATION
(In Company Letter Head)**

Date : _____

Ref : _____

To

**State Nodal Officer (MDM) &
Ex-Officio Joint Secretary to Govt.
School & Mass Education Department
Government of Odisha**

In response to the invitation Tender Notice **No. 05/MDM/13-14**, Dt: _____. Ms. /Mr. _____, as a _____, I / We hereby declare that our company _____ is having unblemished past record and is not under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government agency/PSU in the country of India.

Signature of witness

Date:

Place:

Signature of the Tenderer

Date:

Place:

Company Seal

ANNEXURE-4

Place:

Date:

Signature & Seal of the Bidder

**REPRESENTATIVE AUTHORIZATION LETTER
(In Company Letter Head)**

Date : _____

Ref : _____

To

**The State Nodal Officer (MDM) &
Ex-Officio Joint Secretary to Govt.
School & Mass Education Department
Government of Odisha**

Ms. /Mr. _____ is hereby authorised to sign relevant documents on behalf of the company in dealing with invitation **TENDER NOTICE NO. - 05/MDM/13-14**, Dt: _____. She/He is also authorised to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application.

Thanking you,

Authorised Signatory

Representative Signature

Signature attested

Company Seal

Place:

Signature & Seal of the Bidder

Date:

Bank Guarantee Format for Performance Security

To
State Nodal Officer (MDM) &
Ex-Officio Joint Secretary to Govt.
School & Mass Education Department
Government of Odisha

WHEREAS (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no Dated to supply equipments mentioned in under the Tender reference **No. 05/MDM/13-14** (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) 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 supplier 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 supplier 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 the day of 20.....

Our _____ branch at _____ * (Name & Address of the _____* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our _____* branch a written claim or demand and received by us at our _____* branch on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
.....

Seal, name & address of the Bank and address of the Branch

** Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.*

Place:

Signature & Seal of the Bidder

Date: