

Maharashtra Legislature Secretariat

Vidhan Bhavan, Mumbai - 400 032.

(Tender no.027/MLS/C-2/COMPUTER)

TENDER DOCUMENT

FOR

Android base Application for the use of Vidhan Bhavan, Mumbai/Nagpur.

1. Tender Reference : 027/MLS/C-2/COMPUTER
2. Price of Tender Document : 500/-
3. Date of Commencement of Tender Document : 20 June,2014
4. Last Time and Date for receipt of Offers Tender : Till 16:00 hrs on, 25 June,2014
5. Date of Tender submission : 14:00 to 16:00 hrs on , 26 June,2014
6. Address of Communication : The Principal Secretary,
Maharashtra Legislature Secretariat,
Vidhan Bhavan, Mumbai 400 032.
7. Contact Telephone Numbers : Phone : 022-22027399 Ext: 1805
Fax : 022-22024524.
8. Tenders should remain valid for acceptance up to 30 September, 2014.
9. The Principal Secretary, Maharashtra Legislature Secretariat reserves the right to accept or reject any tender offer without assigning any reason thereof.
10. The Principal Secretary, Maharashtra Legislature Secretariat reserves the right to cancel entire tender process without assigning any reason thereof.
11. All the aforesaid items will be purchased for supply and installation at Vidhan Bhavan, Mumbai and Nagpur.
12. This is a closed Tender.

Dated : 20 June,2014

Principal Secretary,
Maharashtra Legislature Secretariat.

Instructions to Tenderers Advance Mobile Jammer System

1. Definitions:

In this tender document and associated documentation, the following terms shall be interpreted as indicated:

- a. "The Purchaser" means The Principal Secretary, Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai — 400 032 or any officer authorized by this Secretariat to enter into Contract with the Vender.
- b. "The Indenter" means The Principal Secretary, Maharashtra Legislature Secretariat,

Vidhan Bhavan, Mumbai — 400 032, or any officer authorized by this Secretariat to order the goods with the Tenderer.

- c. "MLS" means The Principal Secretary, Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai — 400 032, or any officer authorized by this Secretariat to order the service with the Tenderer.
- d. "The Tenderer" means the eligible manufacturers who bids or offers the services against this invitation for tender.
- e. "The Vendor" means the Tenderer with whom the Purchaser has entered into a Contract against this tender.
- f. "The Contract" means the Tenderer with whom the Purchaser and the Tenderer, as recorded in the **DRAFT CONTRACT FORM** signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
- g. "The Contract Price" means the price payable to the Tenderer under the contract for the full and proper performance of its contractual obligations;
- h. Under the Contract "Services" means services ancillary to the supply services applicable, such as installation, commissioning, provision of technical assistance, training and other obligations of the Tenderer covered under the Contract.
- i. "Consignee" means the officer authorized by Maharashtra Legislature Secretariat, for receiving services installed;

2. Locations for Service:

This tender is being floated by The Principal Secretary, Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai. The Android base Application being procured through this tender shall be installed and commissioned at Mumbai and Nagpur, as may be specified by the purchaser.

3. Sources of Funds:

The Purchase Order for the services will be placed by the Purchaser (hereinafter called the Indenter) directly and the payment for the supply of the items mentioned in the said purchase order will be made directly by the purchaser from their own source of funds.

4. Evaluation of Rates:

This common tender has been issued purely for the convenience of the purchaser. The evaluation of services in the tender will be carried out individually if required.

5. Specifications of equipment:

The technical specifications of the services are to be given by the bidder.

6. Cost of Tender Document:

500/- (Rs. Five Hundred Only)

7. Soft Copy of Tender document:

On request, the purchaser will make available a soft copy of the Tender Document on the media provided by the interested Tenderer. There is no separate charge for obtaining such copy. However, the Purchaser shall not be held responsible in any way for any errors / omissions / mistakes in the soft copy. The Tenderer is advised to check the contents of the soft-copy for correctness against the printed copy of the tender document.

The printed copy of the tender document shall be treated as correct and final, in case of any deficiencies or deviation in the soft copy.

8. Cost of Tender:

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

9. Non-transferable Tender:

The tender document is not transferable.

10. Qualification Criteria:

- (a) The Bidder should have solution to provide Android base Application in **UNICODE** Languages.
- (b) The bidder should have capability of maintaining the Android application for at least 1 year.
- (c) Bidder company should have office or service support center in Mumbai.
- (f) The Tenderer should furnish the information on past supplies and satisfactory performance in the proforma given in the Performance Statement Annexure- **D**.
- (g) The Tenderer must have fully functional service centers or Representatives for service support.
- (h) The Tenderer must have working experience of minimum 5 years.
- (i) Firm registration documents/Partnership/Proprietorship deed document.
- (j) PAN Card/VAT registration certificate/Service TAX registration certificate.

11. Offer Validity Period:

The tender offer valid till 31st September,2014. Any offer falling short of the validity period is liable for rejection. The contract which will be finalized through this tender process will be valid upto 31st December,2014. However, the validity of the Contract may extend upto 31st March,2015 by following the proper procedure.

12. Completeness of Tender Offers:

The Tenderer is expected to examine all instructions, forms, terms, conditions and Specifications in the Tender Documents. Failure to furnish information required as per the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Tenderer 's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected out rightly without any intimation to the Tenderer if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

13. Two Bid System Tender:

The offers shall be in two separate parts containing one sealed envelope marked "Technical Bid" and second sealed envelope marked "Commercial Bid". Two separate sealed envelopes containing the Technical Bid and Commercial Bid respectively should be enclosed together in a larger envelope, sealed and superscripted with the Tender Reference Number and Name of Tenderer. All two inside envelopes should be separately securely sealed and stamped. The sealed envelopes must be super-scribed with the following information:

- Type of Offer (Technical or Commercial)
- Tender Reference Number
- Name of Tenderer

14 (a). ENVELOPE - I (Technical Offer):

The Technical Offer (T.O.) should be complete in all respects and contain all information asked for, excepting prices. It should not contain any price information. The T.O. should indicate whether products and services asked for is quoted, and that all requirements, therefore, are quoted. The Technical Offer must be submitted in an organized and neat manner and numbered. No documents, brochures, leaflets, etc. should be submitted in loose form.

Documents Establishing Tenderer's Eligibility and Qualifications:

The Tenderer shall furnish, as part of its tender offer, documents establishing the Tenderer's eligibility to participate in the tender and its qualifications to perform the Contract.

The documentary evidence of the Tenderer's qualifications to perform the Contract, shall establish to the Purchaser's satisfaction that the Tenderer is eligible as per the criteria outlined in the Qualification Requirements (QCR) at Para 10 above. This will include the following:

- a) Details of Tenderer (**Annexure C**)
- b) Self Declaration of the Tenderer as being the Manufacturer, if applicable
- c) Performance Statement (**Annexure D**)
- d) Tenderers should submit C.A. Certificate or Balance Sheet showing their Profit and Loss Account for two financial years 2011 to 2013

- e) Locations and Details of Service Centers (**Annexure-E**).
- f) MST/CST Registration certificate.
- g) Letter for acceptance of all Terms and Conditions of the tender document.

14(b). ENVELOPE-II (Commercial Offer):

ENVELOPE -II: The Commercial Offer must be given in a sealed envelope.

Interested bidders are allowed to quote for any individual/ combination of services in the tender document. It must give all the relevant price information and should not contradict the technical offer in any manner. The Price Schedule (PS) must be filled in completely, without any errors, erasures or alterations.

However, each item should be quoted in a separate sealed envelope superscripted with following information.

1. Tender Reference Number
2. Commercial Envelope for item -----

All services mentioned Commercial Envelopes should be put and sealed in a single envelope marked as "**Commercial Envelope**"

Tenderer should submit their prices only in the Bid Form (**Annexure - F**) given in the tender. Price quoted other than the bid form shall be liable to be rejected. The Bid Form must be filled in completely, without any errors, erasures or alterations. Tender should quote **all-inclusive** Price i.e. inclusive of Supply, Installation.

15. Completeness of Technical Offer

Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the Technical Detail Form using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Purchaser may treat offers not adhering to these guidelines as unacceptable.

16. Alternative offers

One tender should contain only one product option.

17. Costs & Currency

The offer must be given in Indian Rupees only, inclusive the following:

- Cost of the services,
- Taxes as extra.

18. Fixed Price

The Commercial Offer shall be on a fixed price basis, exclusive of all taxes. No price variation should be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.

Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation before sales". etc. will be treated as being at variance and shall be liable for rejection.

19. Submission of Tender Offers

Sealed Tender offers shall be received by the Principal Secretary, Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai at the address specified above not later than the time and date specified in the invitation for Tender offers. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.

The Principal Secretary, Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai may, at its discretion, extend this deadline for submission of offers by amending the Tender Documents. In that case all rights and obligations of the purchaser and tender previously subject to the deadline will thereafter be subject to the deadline as extended.

Telex, cable or facsimile offers will be rejected.

20. Late Tender Offers

Any tender offer received by the purchaser after the deadline prescribed for submission of the

same, pursuant to the clause above, will not be entertained.

21. Modification and Withdrawal of Offers

The Tenderer may not modify or withdraw his offer after its submission of Tender document.

22. Preliminary Scrutiny

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For purpose of this Clause, a substantially responsive bid is one which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The Purchaser's determination of an offer's responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence.

This office will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc. Only qualified Tenders will be considered for further process.

The Principal Secretary, Maharashtra Legislature Secretariat, reserves the right to waive any minor infirmity or irregularity in a tender offer, if he finds it is in the interest of this Secretariat. The decision in this regards of The Principal Secretary,

Maharashtra Legislature Secretariat will be final and binding on all Tenderers.

23. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all Tenderers for technical clarification of their offer. The request for such clarifications and the response shall be in writing. To speed up the tender process, the Purchaser, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the Purchaser by means of courier / in person.

24. Short-listing of Tenderers:

The Purchaser will short-list only technically qualified Tenders based on compliance of the qualification criteria (QCR), and the commercial offers of only such Tenderers will be opened.

25. Completion of Compliance of Tender Conditions and Stipulations, Price Comparisons.

The Purchaser will evaluate Commercial Offers of Tenderers previously short-listed as above. After opening Commercial Offers of the short-listed Tenderers, if there exists any discrepancy between words and figures, the will not be considered.

26. Right to Alter Items.

The Purchaser reserves the right to delete tendered items, and also The Purchaser reserves the right to make change in specifications of any items.

27. Purchaser's Right to Accept Any Offer and to Reject Any or All Offers

The Purchaser reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) of the grounds for the purchaser's action.

28. No commitment to accept lowest or any tender

The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason therefore. The Purchaser reserves the right to make any changes in the terms and conditions of Purchase. The Purchaser will not be obliged to meet and have discussions with any Tenderer, and / or to give a hearing on their representations.

29. Corrupt or fraudulent Practices

The Purchaser requires that the Tenderers under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

- a) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in

- contract execution; and
- b) Tenderers themselves or their representative seen in office of the The Principal Secretary, Maharashtra Legislature Secretariat, after submitting the tender and before the result of it will be construed as an effort for corrupt practice.
 - c) Any document favoring Tenderer seen in the concern file which has not been submitted officially and following the procedure, both the Tenderer and the public official will be considered to be indulged in to the corrupt practice and fraudulence.
 - d) In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract as well as legal action shall be initiated against the concerned.
 - e) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;
 - (f) The Purchaser will reject a proposal for award if it is prima-facie established that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - g) The Purchaser will declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Tenderer has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

30. Signing of Contract

The successful Tenderer shall sign the agreement of the issue of the Letter of Intent. The Principal Secretary, Maharashtra Legislature Secretariat reserves the right to grant an extension of another seven days on satisfaction of the circumstances and reasons given.

TERMS AND CONDITIONS OF CONTRACT

(1) **Performance Bank Guarantee:**

The performance guarantee of 5% of the value of the purchase order, valid for 1 year after the date of Installation and Commissioning. Such performance guarantee will be required to be given to each of the consignee. The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss / penalties! liquidated damages resulting from the vendor's failure to complete its obligations under the contract.

(2) **Acceptance Tests:**

The Vendor at the destination site, in the presence of Indenter and/or its nominated agency, will conduct acceptance test. The tests will involve installation and commissioning and trouble free operation of the complete system for ten consecutive days apart from physical verification and testing. There should not be any additional charges payable by the Indenter for carrying out this acceptance test.

(3) **Operational Training:**

The vendor will have to train users for operation of all the services supplied at his cost.

(4) **Order Cancellation:**

The Purchaser and/or Indenter also reserves the right to cancel the order in the event of one or more of the following circumstances:

- Serious discrepancy in service noticed during the contract period, if any.
- Delay in services beyond a period of 90 days from the date of purchase order.
- Breach by the tenders of any of the terms and conditions of the tender.
- If the Vendor goes in to liquidation voluntarily or otherwise. In addition to the cancellation of purchase order,.

(5) **Risk purchase:**

In case the Vendor fails to deliver the service as stipulated in the delivery schedule, the Purchaser and/or Indenter reserves the right to procure the same or similar service from alternate sources at the risk, cost and responsibility of the successful Vendor.

(6) **Payment Terms:**

100% payment towards service will be made by the Indenter/Purchaser within 60 days from the date of satisfactory services. TDS will be deducted while making payments by the consignee.

(7) **Repeated Failure:**

If, during the contract period, any service has any failure on two or more occasions,.

(8) **Publicity:**

Any publicity by the Vendor in which the name of the Purchaser and/or Indenter is to be used should be done only with the explicit written permission of the Purchaser.

(9) **Resolution of Disputes:**

The Purchaser and the Vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If after thirty days from the commencement of such informal negotiations, the Purchaser and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Purchaser and the other to be nominated by the Vendor. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with reference. The award of the Arbitrators, and in the event of their not agreeing,

the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Conciliation Act, 1996, shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.

(10) **Legal Jurisdiction:**

All legal disputes are subject to the jurisdiction of Mumbai courts only.

Annexure A - Eligibility Criteria

Sr.No.	Eligibility Criteria	Support Documents to be submitted (Wherever required)	Response
1	The Bidder should have solution to provide Application in Unicode Languages.		
2	The bidder should have capability of maintaining to sent data logs for at least 1 year		
3	MLS desires to implement a top class solution for Application gateway services with 24x7x365 availability.		
4	MLS intends to obtain web (Internet) based utility for updating application by various Offices to its various officials conveying various informal /official communications every day.		
5	To meet the above requirements, MLS is looking for a web (Internet) based utility for office use.		
6	MLS desires to provide top-class application services with 24x7x365 availability and the Platform provided by the bidder.		
7	Secured & trusted environment: Best-in class application platform: Seamless integration with any system so as to enable a smooth and secure flow of information to the mobile channel		
8	Broadcast: This category of service must allow to send informational messages to all officials.		
9	Application using a web (Internet) based utility for use by various Officials conveying various information.		
10	The selected vendor will be required to ensure that Android application offered are in conformity with guidelines issued from time to time and should be a registered by Government.		
11	It is the responsibility of the Bidder to change / upgrade / customize the infrastructure at all levels time to time at no extra cost to the MLS.		
12	The bidder should have its own		

	Gateway infrastructures like Servers, Communication links, Software/Applications etc for related activity.		
13	The bidder should provide facility to download delivery status of at least previous three months.		
14	Bidder should provide acknowledgement and should submit reports providing the time of receipt of message at their server, time of updating for each message.		
15	MLS will check the time taken in delivery of messages. Whenever any abnormal delivery period is observed, MLS may require justification for the same. If proper justification is not provided.		
16	The utility should be Menu Driven.		
17	Accessing the utility with user-ids/passwords.		
18	Facility of Admin Utility to maintain Users.		
19	Help desk facility to be provided by the Service Provider		
20	The bidder should keep track of all the messages sent with date and time stamp and acknowledgement of delivery of the same and the same to be provided to the MLS as and when required or along with monthly invoices raised.		
21	The bidder should be able to delivered messages to all the Mobile Phone service providers (both GSM and CDMA) across the country.		

Annexure B — TENDER OFFER FORM (TOF)

Tender Reference No.: _____ Date: _____ 2014

To: (Name and address of purchaser) Sir:

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver _____ in conformity with the said tender documents.

We undertake, if our tender offer is accepted, to commence delivery within _____ (Number) days and to complete delivery of all the services and perform incidental and supervisory services as calculated from the date of receipt of your Notification of Award / Letter of Intent.

We agree to abide by this tender offer till 31st September, 2014 & Extendable upto 31st December,2014 and shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, these tender offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any offer you may receive.

Dated this ____ day of _____ 2014

Signature: _____

(In the Capacity of:) _____ Duly

authorized to sign the tender offer for and on behalf of

Annexure C — DETAILS OF TENDERER

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sr.No.	Item	Details
1.	Name of the Company	
2.	Mailing Address	
3.	Telephone and Fax numbers	
4.	Constitution of the Company	
5.	Name of the Managing Director	
6	Turn over and profit of the company F.Y. 2012 to 2014	
7.	Sales Tax Clearance Certificate (up to March 2014)	
8.	Valid Income tax clearance certificate attached?	
9.	Whether direct manufacturer or authorized service Provider	
10.	Brief Description After Sales service facilities available with the Tenderer Please fill up Annexure also.	

Annexure D — Performance Statement

(P)

(for a period of last two years)

Bid No. -----

Name of the Firm

Order Number & Date	Order Placed by (Full Address of Purchaser)	Description & Quantity of ordered equipment	Value of order in Rupees	Date of Completion of		Remarks indicating for reasons for the late delivery/ if any	Has the equipment been satisfactory functioning
				As per Contract	Actual		

Date:

Place:

Signature of the tenderer

Annexure E— Details of Service Centers

Sr. No.	Place	is there service centre	Postal Address	Contact numbers	Service facilities available	Number of service report engineers to a call	Time to City
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1. Mumbai

2. Nagpur

Place:

Date:

Signature of Tenderer

Business Address

Annexure F - Price BID Form

(To be submitted in separate envelope on Letter Head)

	Type of Application	support the below mentioned mobile operating Systems	Cost
1.	Development and testing of Android base Application	<ul style="list-style-type: none">• Android• iOS (iPhone)• Windows• Java	
2.	Development of Management Engine	Web based Content	
3.	hosting of the Mobile Application and Content Management Engine		
4.	Software warranty and updating	One Year	
TOTAL PROJECT COST (without Tax)			

FLOW CHART OF ANDROID BASE APPLICATION

राजचिन्ह

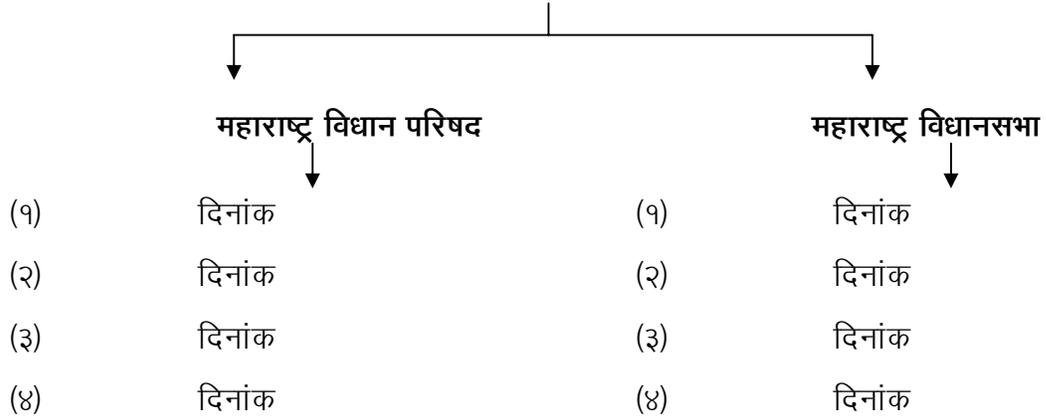
१. विधान भवन फोटो (Water mark) – Full Screen.

२. On Screen – Three Button naming

- (a) अधिवेशन
- (b) समित्यांच्या बैठका
- (c) विधानमंडळ कार्यक्रम
- (d) विधानमंडळाविषयी

Page (2)

अधिवेशनाचे नाव(उदा. अर्थसंकल्पिय, पावसाळी, हिवाळी)



समित्यांच्या बैठका Page (3)

(१)	लोकलेखा समिती	दिनांक
(२)	सार्वजनिक उपक्रम समिती		दिनांक
(३)	रोजगार हमी योजना		दिनांक
(४)	आंदाज समिती		दिनांक

उपरोक्त एकुण अंदाजित ४० समित्या कार्यरत आहेत.

विधानमंडळ कार्यक्रम Page (4)

दिनांक

दिनांक

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विधानमंडळाविषयीची थोडक्यात माहिती Page (5)