

**NCCF**

# भारतीय राष्ट्रीय उपभोक्ता सहकारी संघ मर्यादित

## NATIONAL CO-OPERATIVE CONSUMER'S FEDERATION OF INDIA LTD.



(Ministry of Consumer Affairs, Food &amp; Public Distribution, Govt. of India)

Branch Office: Adarsh Nagar, Kanke Road, Ranchi - 834008

आदर्श नगर, कांके रोड, राँची- 834008

NCCF/RAN/GM/2022-23/72

8<sup>th</sup> June, 2022

### TENDER NOTICE

Sub:- Supply and Installation of Furniture and Furnishing Items For Educational Institute

National Cooperative Consumers' Federation of India Ltd. (NCCF) Ranchi Branch intends to be participated in tender for supply and installation of furniture and furnishing items for educational institute published by Birsa Agricultural University, Kanke, Ranchi (copy enclosed).

Interested enlisted, sound and well experience supplier(s) of NCCF are requested to contact NCCF, Ranchi Branch and submit their offer on or before 21/06/2022 at 2.00 pm enabling us to proceed further.

- Rate is to be quoted as per tender published by Birsa Agriculture University, Ranchi. Selection of supplier will be made on the bass of maximum margin offered for NCCF and lowest rate quoted and acceptance of all terms & conditions of tender and NCCF.
- NCCF will be at liberty to distribute the quantity of material (40% maximum) to be supplied among all the technically eligible bidder (bidders who qualify the eligibility criteria and have deposited requisite earnest money along with their bids) at the lowest accepted rates by the Tendering Organization subject to acceptance of the lowest rates by the bidders other than L1, after acceptance of NCCF's offer by the Tendering Organization.

NCCF reserves the right to accept or reject any offer at any stage without assigning any reason thereof.

Encl: Copy of tender document.



(B.B. Singh)

Branch Manager

Mobile No. 9883176918



# **Birsa Agricultural University**

## **Kanke, Ranchi, Jharkhand**

**Supply And Installation of Furniture and Furnishing Items for Educational Institute**

**Re E-Tender Ref. No.: F1-252/2020-21/BAU(Pur.)/15/Kanke**

<https://jharkhandtenders.gov.in>



**BIRSA AGRICULTURAL UNIVERSITY**  
**KANKE, RANCHI -834006.**

Re E- Tender No. F1-252/2020-21/BAU(Pur.)/15/Kanke

Date: 31.05.2022

**Re E-Tender Notice**

Name of Items/Work: -

**Supply and Installation of Furniture And  
Furnishing Items For Educational Institute**

Date of Publication on website: -

**02-06-2022 at 06.00 PM**

Last date Submission of bidding: -

**24-06-2022 at 05.00 PM**

Opening of Bidding: -

**25-06-2022 at 05.00 PM**

Tender Fee: -

10,000/- (Rupees Twenty five Thousand) Only in the  
from DD, to be drawn in favour of "Comptroller"BAU  
Kanke,Ranchi

Note: For further details/update/corrigendum, please visit website: <http://www.jharkhandtenders.gov.in> up to tender live.  
(No any advertisement published on paper for any corrigendum it will be published on tender portal only.)

By Order of the Vice Chancellor

**S/d**

Purchase Officer

Birsa Agricultural University  
Kanke, Ranchi.

Purchase Officer

Birsa Agriculture University  
Kanke, Ranchi

## Invitation for BID (Two Bid System)

### Invitation for Quotations

BIRSA AGRICULTURAL UNIVERSITY, Kanke, Ranchi Jharkhand invites online bid through e- tendering Process for **Supply And Installation Of Furniture And Furnishing Items For Educational Institute**. Selection for Bidder will be based on the proven competence and rates established by lowest rate quoted for each item. Bidders are advised to study the Tender document and its terms & conditions carefully before submission. The bid shall be downloaded and submitted online in the Website <https://jharkhandtenders.gov.in> .The bidder(s) should have necessary portal enrolment with their own Digital Signature Certificate:

### Tender Schedule

1.	Name of Work	<b>Supply And Installation Of Furniture And Furnishing Items For Educational Institute.</b>
2.	Tender Ref No.	<b>F1-252/2020-21/BAU(Pur.)/15/Kanke</b>
3.	Cost of Tender Document	INR 10,000/-(Twenty Five thousand only) in the form of <b>Demand Draft in favour Comptroller, Birsa Agricultural University, Kanke, Ranchi</b>
4.	Earnest Money Deposit (EMD)	<b>EMD Rs. 1,00,000.00 (Rs. One lakh only),</b> in shape of BG/FDR/NSC/TD/Certificate of fixed deposit with undertaking in favour of <b>purchase officer, Birsa Agricultural University, Ranchi.</b>
5.	Availability of Tender Online for Bidding	<b>02-06-2022 at 06.00 PM</b>
6.	Bid Downloading Date	<b>02-06-2022 at 06.00 PM</b>
7.	Last date and time of Online	<b>24-06-2022 at 05.00 PM</b>
8.	Techno Commercial Bid Opening (Part – A)	<b>25-06-2022 at 05.00 PM</b>
9.	Place of Techno Commercial Bid (Part –A) Opening	Headquarter BAU, Kanke , Ranchi-834006
10.	FINANCIAL Bid Opening(Part – B)	AFTER TECHNICAL EVALUATION

**Note: - Last date of submission of EMD, tender fee and hard copy of tender document to be submitted by 25-06-2022 at 12 PM.**

- The Bidder shall furnish a EMD . The EMD issued from Nationalized/Scheduled Bank, Post Office shall be in favor of (duly pledged) Purchase Officer, Birsa Agricultural University, Kanke, Ranchi in form of BG/FDR/NSC/TD having validity of 180 days for quoted item.
- Tender fee and EMD shall be deposited in the Office of the Purchase Officer, Birsa Agricultural University, Kanke, Ranchi on all working days latest by 25-06-2022 at 12 PM either by registered post/Speed post/Hand to hand. Only those applications will be entertained whose cost of Tender Document and EMD is received latest by 25-06-2022 at 12 PM. Purchase Officer, BAU, Ranchi will not be held responsible for the postal delay, if any, in the delivery of the document or non-receipt of the same.
- Authority reserves the right to reject any or all the BID received without assigning any reason Thereof.
- In Case, bidder requires any assistance regarding online bidding process they may contact through helpline no. 8789828054.

## Terms & conditions

- 01 Bidders are advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully in the tender document. Failure to furnish all information required in the NIT DOCUMENT/ TENDER Document or submission of a bid not substantially responsive to the NIT document in every respect will be at the Bidder's risk and may result in the rejection of the bid.
- 02 Subcontracting is not allowed at any stage of the project.
- 03 Guidelines for online submission of bids can be downloaded from the website <https://jharkhandtenders.gov.in>
- 04 TENDERER MUST BE IN TOUCH OF JHARKHAND TENDER PORTAL I.E. <https://jharkhandtenders.gov.in> up to tender live or last date of tender. Any corrigendum will be published at any time. If any corrigendum is published in last date of tender than only tender will be extended for a maximum period of 3 days, otherwise no date will be extended.
- 05 Bidder's not accompanied by earnest Money and Tender Cost or incomplete in any respect will be rejected outright.
- 06 The tender fee and EMD must be in a separate sealed envelope indicating the amount, tender notice number, and due date enclosed with the bid.
- 07 The tenders will be opened online on the date and time indicated in the NIT DOCUMENTS. If the date of opening is declared to be a holiday the tenders will be opened on the next working day or as decided by competent authority.
- 08 The bidder shall enter into agreement with PURCHASE OFFICER, BAU, Ranchi not to supply the items covered under quotation either directly or indirectly through its Authorized Business Partners or third party sellers at a rate less than the 'contract rate' to any organization, Department, PSUs, organization or in market located in Jharkhand.
- 09 Tender received after due date and time will not be considered and are liable to be rejected without assigning any reason.
- 10 The Central Purchase Committee BAU reserves the right to reject any or all the tenders without assigning any reason.
- 11 As the GST is changing periodically, GST rate would be applicable at the time of supply or billing.
- 12 The security money @ 5% of the quoted in shape of NSC/FD will have to be deposited by the supplier whose tender will be awarded as per instructed by department.
- 13 Security money shall be forfeited if WORK/Items/materials are not supplied/serviced as per scheduled time and as per specification.
- 14 Payment will be made only after satisfactory report given by indenter.

- 15 The VENDER/BIDDER/OEM has to ensure same model or model having higher configuration/specification of the items in case of replacement of items/part/product.
- 16 VENDER/BIDDER/OEM has to start the work as per work order as early as possible or within 10 days after receiving supply order/work order otherwise it will be treated as termination of contract and the same may be offered to L2 or L3 bidder.
- 17 The VENDER/BIDDER/OEM must have experience of at least 07 years for “Supply And Installation Of Furniture And Furnishing Items” to academic institution /university/ICAR institute or any other Government organization/PSU/STATE/SEMI-GOVERNMENT institutions etc.
- 18 BIDDER/OEM/TENDERER must **digitally signed annexure III to VII. if not digitally signed, you will be treated to be Technically reject.**
- 19 The Court of Ranchi, Jharkhand State only will have the jurisdiction to deal with dedicate any legal matter of dispute what so ever arising or of in dispute of control.
- 20 L1 bidder submit his bill on monthly basis to the purchase section, payment will be done on fund availability of concerned item/work.
- 21 The Tender is under Rate contract and it may be valid for a maximum period of 24(Twenty Four) months from the date of empanelment/contract.
- 22 Tenders must be accompanied by Rs. 1, 00,000.00 (Rupees One Lakhs only as Earnest Money Deposit. Quotations without EMD will be summarily rejected. No interest will be paid on Earnest Money Deposit. EMD of unsuccessful tenderers will be returned in due course of time. If the quotation is accepted and firm fails to undertake the maintenance contract EMD will be forfeit.
- 23 The EMD without interest will be refunded to the Bidders after finalization of tender. They must start services within 10 days of intimation.
- 24 ~~All type of naturally disaster damage of PRODUCTS will be covered under this contract.~~
- 25 ~~Only the approved drawings by Birsa Agricultural University authority will be eligible for Price Bid.~~

### Evaluation Process

The bid document is not transferable. The selection of the bidder under this RFP will be effected on a two stage evaluation process (i) Technical Bid and (ii) Financial Bid.

### Evaluation of Technical Bid:

The evaluation of the Technical bids will be carried out in the following manner:

The bidder's technical bid will be evaluated as per the pre-qualification criteria specified in the NIT and thereafter all pre-qualified bidders would be evaluated as per technical evaluation criteria. Purchase officer, BAU, Ranchi reserves the right to ask for any other supporting document or testimonial at any Point of time, during the evaluation of the Bid. Bidders who qualify eligibility criteria and have submitted required documents mentioned in technical evaluation criteria will be considered as technically qualified. If required then item wise evaluation process is also adopted for technical evaluation.

### Evaluation of Financial Bid

Financial bids of technically qualified bidders will be opened and evaluated for the full quantity separately.

### Pre-Qualification Criteria with important guideline.

- 01 Bidder should either be a company registered under the Indian Companies Act, or a partnership firm registered under the Indian Partnership Act or a sole proprietary concern registered with the local authority under the applicable laws and should submit the copy of certificate of registration issued by the relevant authority as the case may be. Only having a GST is also valid.
- 02 The bidder must attach ITR during last three (Financial years) as supporting documents .

- 03 The bidder should submit valid GST registration certificate. Only the Latest GST return document is to be submitted.
- 04 The bidder should not have been blacklisted by any State/Central Government/Govt. Agencies/PSU in India at the time of submitting the bid. Self-Declaration Certificate is to be submitted.
- 05 The Bidders/OEM should have last 7 years experience of Supply/services of same/similar items Work with work completion certificate & satisfactory report by department.
- 06 The Tenderer/Bidder/Seller/OEM is required to visit any five sites/Departments/Colleges/KVKs/ZRS of Birsa Agricultural University in different districts of Jharkhand and submit the site inspection report along with the technical bid, which is duly signed by any of one- in-charge of the visited places or Departmental Head.
- 07 The bidder shall submit an under taking stating the compliance with all the conditions of the Contract and Technical Specifications of the Bidding Document. Submit self-declaration along with data sheet of each product indicating technical compliance with mentioning make and model no.
- 08 The bidder/OEM shall submit Turn Over certificate not less than 50 lakh in 3year Submit Turn Over certificate of last three(Financial years) duly signed by Chartered Accountant.
- 09 OEM/BIDDER should have registered office/service center in JHARKHAND. Address must be mentioned. Submit Self- Declaration Certificate and also attach current electricity bill. Site verification is also be done by department, if need necessary.
- 10 The firm must enclose the copy of Registration and details of ISO Certification, company profile, and list of valued customers. All the documents are to be attached with Technical/Pre-qualification Bid.
- 11 The tender shall remain valid for 180 days after the date of commercial bid opening
- 12 The quantity given in quotation is approximate which may increase or decrease for which no compensation will be paid.
- 13 The firm has to attach an undertaking Lowest Price Certificate as per annexure VII.
- 14 **BIDDER/OEM MUST ENCLOSED ALL MAINTIONED CERTIFICATION WITH THEIR TECHNICAL BID.**
- 15 **The Bidder must indicate specifically the Make & Model of the each item to be supplied and also attach the data sheet/brochure for the same with technical bid.** Minimum 3 year warranty is mandatory for every item.
- 16 **Bidder should submit Manufacturers Authorization letter (for branded items only) specific to this tender on OEM letter head.**
- 17 The full E.M.D. shall be forfeited in case of backing out of the offer before acceptance.
- 18 Incomplete tenders or tenders received after due date and time will not be considered.
- 19 Any effort by a bidder to influence the Institute in the bid evaluation, bid comparison or contract award decision directly or indirectly will attract straightway rejection of their bid without assigning any reason.
- 20 The Agency may be disqualified. if they have made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements, and enclosures of this document.
- 21 The Confidential enquiry reveals facts contrary to the information provided by the applicant.
- 22 At any time, prior to the date of submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.
- 23 Overwriting should be avoided. Neatly crossing out, initiating, dating, and rewriting shall make correction, if any.
- 24 **The Bidders should submit an affidavit by a Notary Public that they are not having any case pending against them anywhere nor have they been found guilty in any criminal case since last five years.**
- 25 All licenses should be valid.
- 26 In case the services are not satisfactory, the contract will be terminated with one month's notice from BAU KANKE RANCHI. In case the agency/bidder/vender/OEM wants to terminate the contract with BAU KANKE RANCHI, they must give three months' notice in advance.

- 27 The undersigned reserves the right to terminate the contract or impose penalty in case of lapses from the agency including damage or loss of assets of this campus or of any residents. The contract can be terminated by giving one month's notice.
- 28 Payment will be made against monthly bill in accordance with availability of fund and after fulfillment of required official formalities. Suppliers have to grantee about services for at least one year even when payments are not released. MUST SUBMIT an notarized affidavit regarding this clause on Rs. 100 non judicial stamp paper.
- 29 Claim for interest on dues on account of delayed payment due to lack of technical formalities/non-availability of fund will not be entertained.
- 30 Taxation as applicable shall be deducted from monthly bill.
- 31 The Institute does not bind itself to accept the lowest or any other tender. The Institute reserves the right to accept or reject any bid, and to analyze the bidding process and reject all bids, at any time prior to the award of contract without assigning any reason, whatsoever and without there to, incurring any liability to the affected bidder or bidders on the grounds of the Institute action. The decision of the Institute in this regard should be final and binding.
- 32 The Institute further reserves the right to decide on fair and reasonable price of the services tendered for and counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even in case of a counteroffer rate having been offered to the bidders. The Institute also reserves the right to negotiate with selected bidder to arrive at a fair and reasonable price.
- 33 The BAU KANKE RANCHI reserves the right to reject or accept the tender / any rate quotation in part or full and relax any provision without assigning any reason thereof.
- 34 In case of any dispute arising relating to the right and obligation and relating to the interest and meaning of the terms of the agreement, the decisions of the Vice- Chancellor/Registrar/DA or person so authorized by him, shall be final and binding.
- 35 Settlement of any legal dispute/actions arising under the contract shall vest exclusively in the courts of general jurisdiction of Ranchi.
- 36 The tender/ Rate contract is not transferable under any circumstances.

### **Important Points**

- In absence of any one of the above, the offer will be treated as non-responsive and summarily rejected.
- Relevant documents in support of the above criteria must be enclosed along with Technical Bid documents failing which the bid will liable to be rejected

- **Instruction to Bidders**

### **1 Detailed instruction & documents to be furnished for online bidding**

- Guidelines for online submission of bids can be downloaded from the website <https://jharkhandtenders.gov.in>
- Bidders in order to participate in the bidding process have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000 to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get the above mentioned digital signature certificate from any approved vendors (CA). Bidders, who already possess valid Digital Certificate, need not procure new Digital Certificate.
- Bidders have to submit their bids online in electronic format only with digital Signature. Bids without digital signature will not be accepted. Bidders have to submit the only Tender Cost and EMD in offline (hard copy) mode as mentioned in RFP document. The scan copy of tender cost and EMD has to submit in online mode.
- Bids will be opened online as per time schedule mentioned in the Invitation for Bids (IFB) and tender schedule.
- Bidders should be ready with the scanned copies of cost of tender documents & bid security (EMD) as specified in the tender document. Before submission of bids online, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
- Bidders have to submit original Demand Draft towards tender cost & bids security (EMD) as mentioned in the



RFP during the period & time as mentioned in the RFP failing which bid will not be accepted. The details of cost of tender, bid security (EMD) specified in the tender documents should be the same as submitted online (scanned copies), otherwise bid will summarily be rejected.

- Uploaded documents of successful bidder will be verified with the original before signing the agreement. The successful bidder has to provide the originals to the concerned authority.
- BAU authority will not be responsible for delay in online submission of bids due to any reason, what so ever.
- All required information for bid must be filled and submitted online.
- Uploaded documents should be digitally signed by the bidders

## 2. Details of documents to be furnished for online bidding

- Scanned copies of the following documents to be up-loaded in. pdf format only on the website <https://jharkhandtenders.gov.in> in technical envelop/folder.
  - D.D towards Tender fee.
  - BG/FDR/NSC/TD towards EMD duly pledged Purchase Officer.
  - Technical Qualification information and supporting documents as specified in Technical Evaluation Criteria. Certificates, undertakings, affidavits as required in Technical Qualification Criteria along with annexure. Scanned copies of the following documents to be up-loaded on the website <https://jharkhandtenders.gov.in> in financial bid envelop/folder.
- Duly filled in & digitally signed BOQ (Will be available online in the portal)
- Financial Bid proposal

## 3. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and BAU will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a Bid not substantially responsive in every respect will be at the Bidder's risk and may result in the rejection of its bid.

## 4. Amendment of Bidding Documents

- At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the bidding document. Such amendments will be published on the website <https://jharkhandtenders.gov.in> such publication will be considered as adequate notice to all prospective bidders.
- In order to allow prospective Bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

## 5. Preparation of Bids

### Language of Bid

- The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Tendering Authority shall be in English only.

### Bid Currency

- Prices shall be quoted in Indian National Rupees only.

### Technical bid

- The technical proposal should address all the areas/ sections as specified in the Qualification Criteria as specified in this RFP

### Financial Bid

Unless explicitly indicated, bidder shall not include any technical information regarding the services in the financial proposal. Conditional price bid would not be acceptable to Tendering Authority.

## 6. Submission of Bids

### 6.01 Sealing and Marking of Bids (For hardcopy)

- The Bidder shall also furnish a hard copy of tender cost and EMD SEAL the said and be addressed to The PURCHASE OFFICER, BAU, Kanke , Ranchi-834006. The envelope shall bear the words: “**Supply and Installation of Furniture and Furnishing Items for Educational Institute**” and Envelope shall indicate the name and address of the Bidder also

### 6.02 Sealing and Marking of Bids (For hardcopy)

- Bids must be received by The Tendering Authority at the address, not later than the time and date specified in the NIT/TENDER DOCUMENT. In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids will be received up to the appointed time on the next working day.
- The Tendering Authority may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of The Tendering Authority and Bidders subject to the deadline will thereafter be subject to the deadline as extended.

### 6.03 Late Bid

- Any bid received by the Tendering Authority after the deadline for submission of bids prescribed by the Tendering Authority, will be rejected and/or returned unopened to the Bidder.

## 7. Bid Opening

- Bids will be opened online in the presence of CPC of the BAU. The bids will be opened on scheduled date and time even in case of absence of the bidders.
- The Bidder’s representative who is present shall sign an attendance. In the event of the specified date of bid opening being declared holiday for the tendering authority, the bid shall be opened at the appointed time and location on the next working day.

•

## 8. Clarification of Bids

When deemed necessary the tendering authority may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, the tendering authority may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder fails to comply with the requirements of the tendering authority as stated above, such Bids at the discretion of tendering authority may be rejected as technically non-responsive.

## 9. Contacting the Tendering Authority

- No Bidder shall contact the Tendering Authority on any matter relating to its bid, from time of opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.
- Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder’s bid and also forfeiture of his bid security.

•

## 10. Period of Validity of Bids

Financial bid should be valid for a minimum period of one years from the date of tender opening for placing the initial order. A bid valid for a shorter period shall be rejected by the tendering authority as non – responsive.

## 11. Empanelment of Bidders

- Empanelment will be valid for a period of 24 (Twenty Four) months from the date of empanelment. It may be extended for a further period of one year with mutual consent.
- Empanelled Bidders shall have to enter into a written agreement with BAU to honor terms and conditions of RFP and adherence to fair trade practices in executing the purchase orders placed by BAU.
- In the event of an empanelled Company or the concerned division of the Company is taken over /bought over by another company, all obligations and execution responsibilities under the agreement with the BAU, should be passed on for compliance by the new company in the negotiation for their transfer.
- If the name of the product is changed due to any reason, the renamed product should have equivalent or higher technical specifications.
- In case any selected bidder refuses to sign empanelment within 15 days of communication from BAU, the offer would be treated as withdrawn.

## 12. Signing of Contract for Empanelment

- Bidders will be issued LOI for empanelment. Acceptance of LOI must be provided by bidders within 7 days from date of receipt. Bank guarantee must be submitted by bidders within 15 days from date of receipt of LOI. Details of bank guarantee are as follows.
- INR 05% of Quoted value In Favor of PURCHASE OFFICER , BAU , Kanke , Ranchi payable at Ranchi issued from nationalized/scheduled bank having validity of 24 months Extension, if applicable In case of extension of empanelment, the validity of Bank Guarantee (Security Deposit) should be extended accordingly. A fresh Bank Guarantee (Security Deposit) valid beyond 12 months of the extended empanelment period should be provided within 15 days of extension

## 13. Earnest Money Deposit (EMD) Return and forfeit

- EMD without any interest accrued will be refunded in any of the following eventual situations:-
  - ✓ In case of non-empanelled Bidders, EMD will be refunded without any interest accrued on finalization of empanelment.
  - ✓ EMD of successful bidders for empanelment will be refunded on submission of Bank Guarantee (Security Deposit) for empanelment.
- Earnest Money Deposit and Bank Guarantee (Security Deposit) can be forfeited if a Bidder:
  - ✓ Withdraws its' bid during the period of bid validity.
  - ✓ Does not accept, and / or violates the tender terms and conditions of the contract after submission of the bid.
  - ✓ Qualified for empanelment, but fails to sign the contract within the stipulated time frame.
- After signing of contract, the empanelled VENDER/BIDDER/OEM fails to accept the work orders, Bank Guarantee (Security Deposit) will be forfeited.

## 14. Performance Bank Guarantee

Empanelled VENDER/BIDDER/OEM will be required to give 05% of work order(s) value as a Performance Bank Guarantee within 15 (fifteen) days of acceptance of Work Order. Performance Bank Guarantee will be of any Nationalized / Scheduled bank drawn in the name of work-order issuing authority for the 24 months period. The performance bank guarantee shall be released without any interest after completion of service/obligation with regard to issued work order, subject to conditions and recoveries as per agreement, if any. This PBG may be forfeited in case of non-compliance of tender terms and conditions.

## 15. Corrupt or Fraudulent Practices

The Tendering Authority requires that the Bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tendering Authority: Defines for the purposes of this provision, the terms set forth as follows:

1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution;
2. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the Tendering Authority, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Tendering Authority of the benefits of the free and open competition.
  - The tendering Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - The tendering Authority will declare a firm ineligible, either indefinitely or for a stated period of time, to be empanelled if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
  - The past performance of the Bidder will be crosschecked if necessary. If the facts are proven to be dubious, the
  - Bidders tender will be ineligible for further processing.

#### 16. Interpretation of the clauses in the Tender Document / Contract Document

- In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

#### 17. Decision Taken

- The decision taken by the Tender Committee in the process of Tender evaluation will be full and final.

#### 18. Time period for delivery, Installation and Commissioning of Items

- Items of work order has to be supplied, commissioned, installed and operational zed within 10 days of post issue the work order.
- Bidders may request for extension of time given justification for same at least one week before the last day of execution of work. BAU may accept or reject such requests. If request of extension of time is accepted, the time for execution of work will be extended by no of days accepted by BAU. Extended period will not be counted for penalty. Under any given circumstances except force majeure, extension can't be given beyond 15 days in execution of work order.

#### 19. Delays in the Bidder's performance

Performance of the Contract shall be made by the Bidder in accordance with the service level agreement as indicated in tender document. Any delay by the Bidder in the performance of its contract obligations shall render the Bidder liable to any or all of the following sanctions:

- Forfeiture of its performance Bank Guarantee
- Termination of the Contract for default.
- Blacklisting

#### 20. Force Majeure

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any parties, including, but without

limited to, flood, explosion, lightening, thundering, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.

If a Force Majeure arises, the Bidder shall promptly notify GoJ/GoI in writing of such condition and the cause thereof. Unless otherwise directed by GoJ/GoI, the bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The bidder shall be excused from performance of his obligations in whole or part as long as such cases, circumstances or events shall continue to prevent or delay such performance. Neither party shall have any liability to the other party in respect of the termination of this contract as a result of an event of Force Majeure. Managed Service Provider/System Integrator shall be paid for supply and services till last date of termination in case of force majeure

## 21. Resolution of Disputes

BAU, GoJ/GoI and the Selected Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

If even after thirty (30) days from the commencement of such direct informal negotiations, BAU, GoJ/GoI and the Selected Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution to the formal mechanism specified in clauses below. In the case of a dispute or difference arising between BAU, GoJ/GoI and the Selected Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of Arbitrator as indicated in this RFQ. The award of the Arbitrator shall be final and binding on the parties. Arbitrator will be appointed on the basis of mutual agreement of parties. The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings. The venue of arbitration shall be Ranchi, India. BAU, GoJ /GoI may terminate this contract, by giving a written notice of termination of minimum thirty days, to the Selected Bidder, if the Selected Bidder fails to comply with any decision reached consequent upon arbitration proceedings pursuant to above Clause.

## 22. Legal Jurisdiction

All legal disputes are subject to the Jurisdiction of Ranchi courts only.

## 23. Taxes and Duties

The rates quoted shall be in Indian Rupees exclusive of Taxes. Any taxes and duties will be applicable up to the completion of job.

## 24. Binding Clause

All decisions taken by The Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all concerned parties.

- The Decision regarding acceptance of Tender by the Tendering Authority will be full and final.
- Conditional tenders shall be summarily rejected.
- The Tendering Authority is free to phase out the work if it feels it is necessary.
- The vendor should be in a condition to fulfill the repeat orders, if asked to do so. BAU also reserve the right to suspend the entire tendering process at any point of time without assigning any reason whatsoever.

## 25. Payment Clause

Machine & Equipment:

1. No advance payment will be made.

2. 100% of the total quoted price of the supplied items will be payable on successful installation and Commissioning of items

## **26. Termination of Contract**

### **Termination on Default**

- **BAU reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non-performance by the Empanelled VENDER/BIDDER/OEM.**
  - BAU may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the Empanelled VENDER/BIDDER/OEM, to terminate the contract in whole or part,
  - ✓ if the Empanelled VENDER/BIDDER/OEM fails to deliver any goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within extension period, if any thereof granted by BAU;
  - ✓ if the Empanelled VENDER/BIDDER/OEM fails to perform any of the obligation(s) under the contract;
  - ✓ if the Empanelled Agency, in the judgment of BAU, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract, may terminate the contract in whole or part.
  
- Bidder will be blacklisted if the contract is terminated due to breach of contract. Termination for Insolvency
  
- **BAU may at any time terminate the Contract by giving written notice with a notice period of 15 days to the Empanelled VENDER/BIDDER/OEM**
  - ✓ if the Empanelled agency becomes bankrupt or otherwise insolvent. In such an event, termination will be without compensation to the Empanelled agency provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to BAU.

### **Termination for Convenience**

- BAU may by written notice, with a notice period of 30 days sent to the Empanelled VENDER/BIDDER/OEM may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for BAU convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Empanelled VENDER/BIDDER/OEM is not entitled to any compensation whatsoever.

Letter Heads of Bidder (As Enrolled on the E-Procurement Portal of Jharkhand Tender)

**Annexure I**

**Check List**

Description	Page No
EMD / TENDER COST	
PAN CARD	
ALL ANNEXURE	
ALL SELF DECLARATION	
GST CERTIFICATE WITH GST RETURN	
POWER OF ATTORNEY ( TO SIGN TENDER PAPERS )	
INDIAN COMPANIES ACT/PROPRIETORSHIP / PARTNERSHIP DETAILS	
BANK DETAILS	
AUTHORIZATIONS (needed for branded items only)	
INSTALLATION CERTIFICATE / USERS LIST	
WORK EXPERIENCE	
TURN OVER	
SELF DECLARATION OF LOCAL ADDRESS	
LAST 3 YR ITR	
ALL CERTIFICATION	
CATALOGUE / LITERATURE /ALL DETAILS OF PRODUCT WHICH TAKE PART IN BID	

**Letter Heads of Bidder (As Enrolled on the E-Procurement Portal of Jharkhand Tender)**

Annexure II

<b>SL.No.</b>	<b>Particulars</b>	<b>Details to be Furnished</b>
<b>Details of the Bidders(Firm/Company)</b>		
1.	Name	
2.	Address	
3.	Telephone:	
4.	Mobile No.	
5.	Email:	Website:
<b>Details of Authorized Person</b>		
6.	Name	
7.	Address	
8.	Telephone / Mobile No.:	Email:
<b>Information about the company</b>		
9.	Status of company(PublicLtd/Pvt. Ltd/Others)	
10.	Location and Address of Offices(in Jharkhand and India (Head office))	
11.	GST Registration Number	
12.	Income Tax Registration Number(PAN)	



## Letter Heads of Bidder (As Enrolled on the E-Procurement Portal of Jharkhand Tender)

Annexure III

01. Tender must be sent through online with all documents forwarding and index.
02. Tender must be sent to two bid system with all supporting specification and documents, technical & Financial.
03. Tender received after due date and time will not be considered and are liable to be rejected without assigning any reason.
04. The Central Purchase Committee BAU reserves the right to reject any or all the tenders without assigning any reason.
05. As the GST is changing periodically, GST rate would be applicable at the time of supply or billing.
06. The security money @ 5% of the quoted in shape of NSC/FD will have to be deposited by the supplier whose tender will be awarded as per instructed by department.
07. Security money shall be forfeited if WORK/Items/materials are not supplied/serviced as per scheduled time and as per specification.
08. Payment will be made only after satisfactory report given by indenter. Bill must be submitted to purchase section.
09. BIDDER/OEM/TENDERER must **digitally signed annexure III to VII. if not digitally signed, you will be treated to be Technically reject.**
10. MAKE & MODEL must be mentioned for each item by bidder/OEM.
11. Guarantee/Warranty period must be mentioned for each item by bidder/OEM.
12. Time of delivery/work completion or work start as early as possible or within 10 days after receiving supply order/work order otherwise it will be treated as termination of contract and it will may be offered to L2 or L3 bidder.
13. The Court of Ranchi, Jharkhand State only will have the jurisdiction to deal with dedicate any legal matter of dispute what so ever arising or of in dispute of control.
14. Payment will be made against monthly bill in accordance with availability of fund and after fulfillment of required official formalities. Suppliers have to grantee about services for at least one year even when payments are not released. MUST SUBMIT an affidavit regarding this clause on Rs. 100 non judicial stamp paper.
15. TENDERER MUST BE IN TOUCH OF JHARKHAND TENDER PORTAL I.E. [www.jharkhandtenders.gov.in](http://www.jharkhandtenders.gov.in) up to tender live or last date of tender. Any corrigendum will be published at any time.
16. In case of unforeseen circumstances or any holiday the tender will be opened on the next working day.
17. L1 bidder submit his bill on monthly basis, payment will be done on fund availability of concerned item/work.
18. Experience Certificate Must Be From Any Government Organization/PSU./State/Semi- Government /Agricultural University / Similar Institutions. Agricultural University will be preferred.

**I/we have read the all points of Annexure iii of the tender document, as given above very carefully and agree to comply.**

**(This document is must be digitally signed by the DSC holder or authorized by the bidder).if not digitally signed, you will be treated to be technically rejected.**

**Letter Heads of Bidder (As Enrolled on the E-Procurement Portal of Jharkhand Tender)**

**PRICE BID UNDERTAKING**

**Annexure-IV**

From: -

.....

.....

To,

.....

.....

Dear Sir/Madam,

- 01. I submit the Price Bid for and related activities as envisaged in the Bid document.**
  
- 02. I have thoroughly examined and understood all the terms and conditions as contained in the Biddocument, and agree to abide by them.**
  
- 03. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes exceptService Tax.**

**(This document is must be digitally signed by the DSC holder or authorized by the bidder).if not digitally signed, you will be treated to be Technically reject.**

**Letter Heads of Bidder (As Enrolled on the E-Procurement Portal of Jharkhand Tender)**

**TENDER ACCEPTANCE LETTER**

**Annexure-V**

To,

.....  
.....

Sub:- Acceptance of Terms & Conditions of Tender. Tender Reference No:-

Name of Tender / Work: - Dear Sir,

- ✓ I/WE have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://jharkhandtenders.gov.in> as per your advertisement, given in the above mentioned website(s).
- ✓ I/WE hereby certify that I have read the entire terms and conditions of the tender documents from Page No..... to..... (Including all documents like annexure(s), schedule(s), etc.), which form part of the contract Agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- ✓ The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- ✓ I/WE hereby unconditionally accept the tender conditions of above mentioned tender document(s) /Corrigendum in its totality / entirety.
- ✓ I/WE do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public Sector undertaking.
- ✓ I/WE certify that all information furnished by the our Firm is true & correct and in the event that the Information is found to be incorrect/untrue or found violated, then your department/ organization shall Without giving any notice or reason therefore or summarily rejectthe bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full saidearnest money deposit absolutely.

(This document is must be digitally signed by the DSC holder or authorized by the bidder).if not digitally signed, you will be treated to be technically rejected.

## **Letter Heads of Bidder (As Enrolled on the E-Procurement Portal of Jharkhand Tender)**

### **Annexure-VI**

Performa for certificate regarding Restrictions under Rule 144 (xi) of the GFRs, 2017 to be uploaded by bidder during submission of bid online on the LETTER HEAD OF BIDDER

(As enrolled on the e-Procurement Portal of Jharkhand tenders)“Certificate regarding compliance to order no. F.No. 6/18/2019-PPD dated 23/7/2020 of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries”

**Name of work**

**Tender Ref. No.**

**Tender ID**

- ✓ I/we have read the Clause regarding restrictions on procurement from a bidder of a country which
- ✓ shares a land border with India and on sub-contracting to contractors from such countries;
- ✓ I/we certify that I am/we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.
- ✓ I hereby certify that I/we fulfill all requirements in this regard and I am/ we are eligible to be considered.

**(This document is must be digitally signed by the DSC holder or authorized by the bidder).if not digitally signed, you will be treated to be technically rejected.**

**Letter Heads of Bidder (As Enrolled on the E-Procurement Portal of Jharkhand Tender)**

**Annexure – VII**

**Lowest Price Certificate**

**Name of work**

**Tender Ref. No.**

**Tender ID**

I/We do hereby certify that prices quoted by us against this tender are the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organizations. We also certify that the quoted rates are not higher than rates quoted / prices charged by us for same items to other Customers.

Date

Signature of the

Tenderer

**(This document is must be digitally signed by the DSC holder or authorized by the bidder).if not digitally signed, you will be treated to be technically rejected.**

**FINANCIAL INFORMATION**

**Financial analysis- certified details duly supported by figures from balance sheet/profit and loss account for last 03 financial years (Copies to be attached).**

Sl. No.	Details	Financial Years		
		2021-22	2020-21	2019-20
1.	Gross annual turnover in Security Services			
2.	Profit and loss			
3.	Financial status:			
a.	Cash			
b.	Current assets			
c.	Current Liabilities			
d.	Work capital (b-c)			

Note: Attach additional sheets, if necessary.

Date:

(This document is must be digitally signed by the DSC holder or authorized by the bidder).if not digitally signed, you will be treated to be technically rejected.

**FORMAT OF- NON BLACKLISTING**

To,

Date:

The Purchase Officer,  
BIRSA AGRICULTURAL UNIVERSITY,  
KANKE – 834006

Dear Sir,

Ref: Providing/ Supplying “WORK NAME” to BIRSA AGRICULTURAL UNIVERSITY  
KANKE Jharkhand - 834006

1. In response to the Tender Document for providing Providing/Supplying “.....” BAU KANKE, Ranchi, Jharkhand and other entities, I/We hereby declare that presently our Company/ Bidder..... is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period by any State/ Central Government/ PSU/Autonomous Body/ Company/ Institution or other bodies.

2. We further declare that presently our Company/bidder..... is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/Central Government/PSU/Autonomous Body/ Institution or other bodies on the date of Bid Submission including violation of relevant labour laws.

3. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our Performance Bank Guarantee may be encashed in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

Date:

Place:

(Signature of the Bidder with agency seal/ rubber stamp)

**DETAILS OF ALL CONTRACT UNDER EXECUTION OR AWARDED**

Sl.No	Name of the Contract and Place	Value of Contract	Date of commencement as per Contract	Year of Contract	Name, Address & Telephone No. of offer to whom reference may be made	Remarks
1.						
2.						
3.						
4.						
5.						
6.						
7.						

**(This document is must be digitally signed by the DSC holder or authorized by the bidder).if not digitally signed, you will be treated to be technically rejected.**

**Signature Not Verified**

Digitally signed by AFTAB MOHSIN  
Date: 2022.06.02 16:50:09 IST  
Location: Jharkhand-JH

