

# **REQUEST FOR PROPOSAL (RFP)**

**Supply and Installation of Home Appliances on Rental basis**

**Tender No: Home Appliances/BIPARD/2022/12**

**Dated: 29/06/2022**

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

## 1 Introduction

1. BIPARD is an apex Institute of Training and Research in the field of Public Administration, Rural Development, Disaster Management, Panchayati Raj, Non-Government Organization, Urban Development, Land, Water Management and Sanitation etc. BIPARD invites bids from interested and eligible agencies for the supply and installation of Home Appliances (Air Conditioners, Projectors, Television, Refrigerator, Geyser, Water Purifiers, Heater, Water Coolers with RO, Coffee vending machines, coffee makers etc) at BIPARD campus. The details of the appliances may be seen at the Annexure-II enclosed.
2. All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 2,00,000 (Rupees One Lakh Only) in the form of Bank Guarantee in favor of **BIPARD – ATI, Bank of Baroda, Account Number- 26230100006425, IFSC Code:- BARB0WALMEC, Branch name:- Walmi Campus, Phulwari Sharif** payable at Patna. Bids submitted without adequate EMD will be liable for rejection.
3. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

## 2 Schedule of Bid Process

SL#	Information	Details
1.	RFP No. and Date of availability	Home Appliances/BIPARD/2022/12, Available for download from 29 June 2022,6:00 PM onwards till 20 July 2022, 4:00 PM
2.	Last date for submission of written queries for clarifications	4 July 2022, 5:00 pm Email: ad-bipard-admin@bihar.gov.in <a href="mailto:bipardpatna@yahoo.in">bipardpatna@yahoo.in</a>
3.	Date of pre-bid conference	6 July 2022, 4:30 pm at WALMI Campus, Phulwari Sharif, Patna, Bihar 801505 Zoom meeting: <a href="https://us02web.zoom.us/j/7409312919?pwd=cHFsoVFddWNSMWFtoFVoQW5uS2NCQT09">https://us02web.zoom.us/j/7409312919?pwd=cHFsoVFddWNSMWFtoFVoQW5uS2NCQT09</a> Meeting ID: 740 931 2919 Passcode: 590052

4.	Release of response to clarifications	11 July 2022, 5:00 PM
5.	Last date of submission of bid	20 July 2022, 4:00 PM
6.	Opening of Technical Bids	20 July 2022, 4:30 PM
7.	Opening of Financial Bids	To be intimated
8.	Contact person for queries	Sri Shivendu Ranjan Assistant Director, BIPARD, Patna Email id: <a href="mailto:ad-bipard-admin@bihar.gov.in">ad-bipard-admin@bihar.gov.in</a>

### 3 Scope of Work

1. The Empanelled bidder shall supply, install, test and commission the following home appliances at BIPARD for its offices in Patna and Gaya both. The specifications of the home appliances are mentioned in Annexure II.
  - a) AC (Window/Split)
  - b) Water filters
  - c) Water Cooler
  - d) Projector for classrooms
  - e) Television
  - f) Geyser
  - g) Heater
  - h) Television
2. The initial contract shall be valid for a period of three (03) years which may be further extended depending upon the satisfactory performance of the vendor. Equipments/Appliances shall be replaced with new machines after the expiry of the contract & upon renewal. If, during the period of the contract an equipment is not worthy of use or is not effective, the vendor may be required to replace the said appliance with a new appliance.
3. The service centre of the bidder shall be in Patna and Gaya for the repair and maintenance of the equipments supplied to the Department.
4. Fitment/ installation of outdoor stand, inner unit, incoming cable and point, any type of MCB, switches, any other accessories/ stores will be made by the bidder at no additional cost.

5. The bidder shall bring all tools and equipments required for the installation, testing & Commissioning of the home appliances.
6. Delivery is to be ensured in a safe / proper packaging within 2 weeks of the work order along with successful installation of the devices and make it operational.
7. The bidder shall be solely responsible for the repair and maintenance of the appliances provided to the Department at no additional cost. Any type of masonry, carpentry, or structural work shall be done by the bidder free of cost only.
8. The corrective/ Breakdown Maintenance is to be carried out any time as and when required inclusive of all Sundays & Holidays. The bidder shall also ensure to carry out the preventive maintenance of the appliances at least once every month.
9. The firm shall have to attend all complaints on information/direction received from the Department. The services would be provided on regular basis during office hours and also in the case of emergency beyond office hours or holiday(s).
10. The successful bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 5% of the contract value defined in this RFP on or before signing of the subsequent contract typically within 15 days from the notification of LOI, unless specified to the contrary.
11. The contract will be subject to Patna Jurisdiction, In case of any dispute, only Patna Court will have jurisdiction.

#### **4. Timelines:**

The bidder shall supply, install and commission home appliances at BIPARD Campus (Patna and/or Gaya) within 2 weeks from the issue of work order/purchase order.

#### **5. Payment Terms:-**

- a) No advance payment shall be made.
- b) Payment to the firm/agency shall be made on monthly basis at the agreed rates after deducting necessary penalty (if any).

#### **6. Penalty**

*\* BIPARD shall be at liberty to get the appliances repaired from the open market, if the same is not made operational within 3 working days. In that case, the actual cost of repair shall be recovered from the bidder. In extreme cases, termination of contract/ blacklisting of the Firm can be resorted at the discretion of the competent authority.*

S.No	Description	Penalty
1	Delivery of Home Appliances	The bidder shall supply, install and commission home appliances within the stipulated timeframe, otherwise the Department shall impose penalty @0.5% of monthly rental value till the appliances are delivered at the required location. The bidder shall also maintain the appliances during the period of contract.
2	Replacement of Defective item/s	If found that appliance/s provided are of substandard quality and conforming to the brand specifications, the bidder shall have to replace the fake/substandard items with genuine ones. A penalty of upto 5% of the monthly rental value shall be imposed for any inferior quality/incomplete supply of appliances in a particular month.
3	Rectification of Faults	a) Fault not rectified within 8 working hours shall attract penalty @0.5% of monthly rental value per day till fault is resolved. b) Fault not rectified within 24 working hours shall attract penalty @1% of monthly rental value per day till fault is resolved.

**7. Dispute Resolution**

- a) The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- b) All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between Department and the vendor’s representative.
- c) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

- i. Conciliation: - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
  - ii. The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.
  - iii. Arbitration: - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act.
  - iv. All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.
- d) The Arbitral award shall be final and binding on both the parties.
  - e) Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by Department unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by Department, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

## **8. Fraud or Corrupt Practices**

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

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

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

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

**9. Termination & Blacklisting:**

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

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

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

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

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

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

**10.5 Foreclosure with Mutual consent: -**

- a) Without prejudices to any provisions of this agreement, Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
- b) Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
- c) In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
- d) Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.
- e) For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the Department.

**10.6 Transition and Exit Plan:**

The vendor shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual consent. In addition to the cancellation of contract, Department reserves the right to charge appropriate penalties and liquidated damages from the selected agency. Further:-

- a) All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.
- b) The transition plan along with the period shall be mutually agreed between vendor and Department when the situation occurs. Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.



## **11. Instructions to the Bidders**

### **11.1 General**

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

### **11.2 Compliant Proposals / Completeness of Response**

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

## **12. Key Requirements of the Bid**

### **12.1 Right to Terminate the Process**

- a) The BIPARD may terminate the RFP process at any time and without assigning any reason. The BIPARD makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by the BIPARD. The bidder's participation in this process may result the BIPARD selecting the bidder to engage towards execution of the contract.

## **12.2 RFP Document Fees**

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

## **12.3 Earnest Money Deposit (EMD)**

1. Bidders shall submit, along with their Bids, EMD of INR 2,00,000 only in the form of Bank Guarantee issued by any Scheduled bank.
2. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
3. Micro, small and start up agencies registered for doing similar work are exempted from the payment of EMD, as per Government policy, subject to submission of valid registration certificate with the bid.
4. The EMD may be forfeited:
  - a) If a bidder withdraws its bid during the period of bid validity.
  - b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

## **12.4 Submission of Proposals**

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

## **12.4 Preparation and Submission of Proposal**

### **12.4.1 Proposal Preparation Costs**

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

### **12.4.2 Language**

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

### **12.4.3 Tender Opening**

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

### **12.4.4 Tender Validity**

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

### **12.4.5 Tender Evaluation for responsiveness**

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

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

**13 Criteria for Evaluation**

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

**13.1 Eligibility Criteria**

S No	Criteria	Documents Required
1	The Bidder should be a firm/sole proprietor, partnership or company registered under Indian Companies Act 1956/2013.	Certificate of Incorporation/Proprietorship Certificate/Partnership Certificate
2	The bidder should be GST registered	GST Registration certificate
3	The bidder in its name must have achieved a minimum annual turnover of INR 10 lakhs during each of the last three years ending on 31/03/2022.	Audited Financial Statements last three financial years
4	The agency should have minimum 2 years of experience in supplying and installation of home appliances (like ACs etc) to a Government organization / PSU/ Autonomous bodies/ Reputed private organizations.	Work Order/ Completion Certificate

5	The agency should not be blacklisted or debarred by any State/ Central Govt/PSU of India	Self-Declaration (Refer Form -4)
6	The company should have service centre in Patna and Gaya	Documentary proof should be submitted

### 13.2 General Evaluation Elaboration

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

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

### 13.3 Financial Bid Evaluation

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.

d) Any conditional bid would be rejected.

e) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

f) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.

g) The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

#### **13.4 Award Criteria**

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

#### **13.5 Right to Accept Any Proposal and to Reject Any or All Proposal(s)**

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

#### **13.6 Contract Finalization and Award**

a. The BIPARD shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.

b. The BIPARD may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.

#### **13.7 Signing of Contract**

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

#### **13.8 Failure to Agree with the Terms and Conditions of the RFP**

- i) Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the BIPARD may award the contract to the next best value bidder or call for new proposals from the interested bidders.
- ii) In such a case, the BIPARD shall invoke the PBG of the most responsive bidder

## **14. Annexure**

### **Annexure I: TECHNICAL BIDTEMPLATES**

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

Technical Proposal shall comprise of following forms:

#### **Forms to be used in Technical Proposal:**

Form 1: Undertaking on Total Responsibility

Form 2: Particulars of the Bidder

Form 3: Bank Guarantee for Earnest Money Deposit

Form 4: Self Declaration on Blacklisting

### **Annexure II: Home Appliances Specifications**

### **Annexure III: FINANCIAL PROPOSAL TEMPLATE**

#### **Forms to be used in Commercial Proposal**

Form 1: Financial Proposal

Form 2: Performance Bank Guarantee

**Form 1: Undertaking on Total Responsibility**

No. Date:

To:

Dear Sir,

**Sub: Self certificate regarding Total Responsibility**

This is to certify that we undertake total responsibility for providing Home Appliances to BIPARD, as per the requirements of the RFP.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Time :

Seal :

Business Address:



**Form 2: Particulars of the Bidder**

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

**Form 3: Bank Guarantee for Earnest Money Deposit**

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

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

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

The conditions of this obligation are:

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

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

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

**SELF-DECLARATION ABOUT NON BLACK-LISTING**

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

Date : \_\_\_\_\_

To,

Director, BIPARD,

Patna, Bihar

Subject: E-Tender for ‘Supply and Installation of Home Appliances”, Tender No: Home Appliances/BIPARD/2022/01

Sir,

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

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

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

Yours faithfully,

(Name & signature with stamp of the bidder)

**ANNEXURE II**

<b>S.No</b>	<b>Description</b>	<b>Basis Specifications</b>	<b>No. of Pieces</b>
1	Split Air Conditioner	<b>Split Air Conditioner:</b> Capacity 1.5 ton or higher, 3-star rating or higher, Color – white, Make: Voltas / Carrier / Blue Star / Samsung / Daikin / LG/Hitachi or equivalent Copper Condenser Coil Installation type – Wall Mounted Auto Air Swing Environmental friendly R32 refrigerant gas	<b>20</b>
2	Window Air Conditioner for hostel rooms	Capacity 1.5 ton or higher, 3-star rating or higher, Color – white, Make: Voltas / Carrier / Blue Star / Samsung / Daikin / LG/Hitachi or equivalent Copper Condenser Coil Air Direction Control: 2 way direction Mounting Type – Wall Mounting	<b>150</b>
3	Window Air Conditioner (With heat filament) for hostel rooms	Capacity 1.5 ton or higher, 3-star rating or higher, Color – white, Make: Voltas / Carrier / Blue Star / Samsung / Daikin / LG/Hitachi or equivalent Copper Condenser Coil Air Direction Control: 2 way direction Mounting Type – Wall Mounting with heat filament , can be either cool or heat without much noise	<b>150</b>
4	Electric Geyser for hostel rooms	25 litre or higher, Wall mounted, Power Source – Electric Rating- 3 Star or higher Make – Bajaj, Vguard, Usha or equivalent	150
5	Projector for classrooms	Display Type - LED, LCD, DLP Technology - LCD/DLP/Laser Brightness-3200 Lumens	20

		Zoom ratio – 1:1:1 HDTV Compatibility- 480i, 480p, 576i, 576p, 720p, 1080i, 1080p Accessories :- Remote Control with Battery Power Cord (by region) Quick Start Guide Warranty Card (by region) VGA (D-sub 15pin) Cable Spare Lamp Kit Ceiling Mount 3D Glasses Carry Bag	
5	Water Filter RO for hostel buildings	RO Capacity - 1000-2000 (Liter/hour) Wall Mount Type Tds rejection - Up to 98%	20
6	Water cooler	Brand – Bluestar, Usha or equivalent Storage capacity –90 litre or higher Stainless steel Type of end use – Public Places Cooling Capacity – 50 litre per hour	20
7	Refrigerator (Small) for hostel rooms	Capacity 221 litre or higher Door Types: Single Door Power source – Electricity Energy : 3 star Make: Samsung/LG/Godrej or equivalent	150
8	TV (small) for hostel rooms	Resolution – SmartHD TV Screen size – 32 inch or higher Brand – Samsung/Sony/LG or equivalent	150
9	TV (large) for Halls	Resolution – Smart HD TV Screen size – 52 inch Brand – Samsung/Sony/LG or equivalent	10
10	Coffee Vending Machine for buildings	Material – Stainless Steel Type – Automatic Serving Capacity - 150 -200 cups per day Dispensing rate - 5-7 cups per minute Boiler Capacity - 2 Litre Insulated	10

11	Coffee Maker (For hostel Rooms)	Capacity: 1.2L or higher (10-12 cups) Filter holder- Detachable Water level indication	150
12	Heater for hostel rooms	Fan based room heater , Blow Hot heater	150

**Note:-**The Quantity above is only indicative and the actual requirements may increase or decrease.

**Form 1: Financial Proposal**

S. No	Item	Unit Rate (INR)	Applicable Taxes (INR)	Total rate including Tax (INR)
1	Monthly rental rate of the below appliances including maintenance: -			
a)	Split AC-1.5 Ton 3 star rating with required accessories			
b)	Window AC-1.5 Ton 3star rating with required accessories			
c)	Window AC-1.5 (with heat filament) Ton 3 star rating with required accessories			
d)	Rate per Electric geyser as per specification			
e)	Rate per projector			
f)	Rate per water filter RO			
g)	Rate per water cooler			
h)	Rate per Refrigerator of capacity 221 litre or higher, 3 Star rating			
i)	Rate per Television of screen size 32 inch or higher			
j)	Rate per Television of screen size 52 inch or higher			
k)	Rate per coffee vending machine			
l)	Rate per coffee maker			
m)	Rate per heater			

**Note: -**

- 1) Rental Charges for the mentioned devices include maintenance of the items for the entire period of contract agreement.
- 2) The bidder shall be entirely responsible for the repair and maintenance of the equipments/home appliances.

**Form 2: Performance Bank Guarantee**

**PERFORMANCE SECURITY:**

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

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

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

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the 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 **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** 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 Rs.<Insert Value>(Rupees<Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

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

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