



{Website:-www.brabu.net}

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Babasaheb Bhimrao Ambedkar Bihar University Muzaffarpur (Bihar)-842001

{E-Mail Id:-registrar.brabu@gov.in
registrar.brabu@gmail.com}

Tender Notice No. 30/2019

Date.....30/5/19

Short Tender Notice

Sealed tenders under two packet systems are invited from reputed contractors/Agencies /Firms/Companies having proven experience and sound financial standing supported by valid documents for the work as per the details given below.

- Name of the work with location: Online development of software, testing, installation, training, completion and maintenance of Students' Life Cycle Module of University Management Information System (UMIS) for e-Governance of the University at B. R. A. Bihar University, Muzaffarpur.**
- Approx Cost of the work: Rs. 3,90,00,000/- (Rs. 3.90 Crore)**
- Earnest Money: Rs. 7,80,000/- (Rupees Seven lakh eighty thousand)**
- Cost of the tender document: Rs. 10,000/- (Rupees Ten thousand)**
- Date and Time for Closing & Opening of Tender:** Date of submission of the Tender documents upto **10 June 2019 at 4:30 PM** and Date of Opening of the Tender on **13 June 2019 at 12:30 PM** in the office of the Registrar, B.R.A. Bihar University, Muzaffarpur. Tenders can be dropped in the Tender Box kept in the office of Registrar, B.R.A. Bihar University, Muzaffarpur or submitted through courier/by speed post / Registered post.
- Website Particulars and Notice Board location where complete details of tender (tender notice & tender document) can be seen:** Website particulars- www.brabu.net
Notice Board location- BRABU Notice Board.
- Tender document may be downloaded from the website or may be obtained from the office of the "Registrar, BRA Bihar University, Muzaffarpur" on payment of the cost of the tender document in the shape of Demand Draft in favour of "**Registrar, BRA Bihar University, Muzaffarpur**" payable at Muzaffarpur.
- Tender document not accompanied with cost of tender document and Earnest money will summarily be rejected.
- Other details terms and condition can be obtained from the office of the Registrar, B.R.A. Bihar University, Muzaffarpur /UMIS Coordinator, B.R.A. Bihar University, Muzaffarpur/ University website -www.brabu.net

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10. Any information /corrigendum , if any, will be published on the University website www.brabu.net itself.

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Registrar

Memo No. B/1023 /Dated, Muzaffarpur 30/5/19 2019.

Copy forwarded to :-

1. Development officer, B.R.A.B.U., Muz.
2. Executive Engineer, B.R.A.Bihar University, Muzaffarpur.
3. University Website www.brabu.net
4. P.A.s to Vice-Chancellor & Pro Vice-Chancellor / UMIS coordinator, B.R.A.B.U., Muzaffarpur.
for information and wide publicity.

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Registrar

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TENDER FORM (First Sheet)

TenderNo. 30/2019.

Name of Work: **Online development of software, installation, training, completion and maintenance of Students' Life Cycle Module of University Management Information System (UMIS) for e-Governance of the University at B. R. A. Bihar University, Muzaffarpur**

To
The Vice-Chancellor
Acting through the Registrar

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for BRA Bihar University, Muzaffarpur, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within 36 months from the date of issue of letter of acceptance of the tender.

2.I/We also hereby agree to abide by the Bihar Finance Rule (BFR) , with all correction slips up-to-date and to carry out the work accordingly to the Conditions of Contract and Specifications and works as laid down by University in the annexed tender document Conditions/Specifications, Schedule of work.

3.A sum of ₹ _____ has already been deposited in the shape of Demand draft as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the University that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4.Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

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1. Instructions to Tenderers and Conditions of Tender: The following documents form part of Tender / Contract:
 - (a) Tender Forms – First Sheet and Second Sheet
 - (b) Special Conditions (enclosed)
 - (c) Schedule of work with approximate quantities (enclosed) and scope of work(enclosed).
 - (d) General rules for tendered Contract as per Bihar Financial Rules (BFR) amended/corrected upto latest correction slips,.
2. The Tenderer(s) are required to quote item rates and must tender for all the items shown in the Schedule of work with approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the University. The University does not guarantee work under each item of the Schedule. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by University.

Taxes would be deducted as applicable under Government rules.
3. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
5. The works are required to be completed within a period of 36 months from the date of issue of acceptance letter.
- 6 (i) The Tenderer's are required to submit cost of tender document amounting to Rs. 10,000/- (Rs. Ten Thousand) only in shape of demand draft payable at Muzaffarpur and in favour of "Registrar, B.R.A. Bihar University, Muzaffarpur". Tender documents not accompanied with cost of tender documents will be outright rejected.
- (ii) The tenderer's should provide two affidavits that :

Affidavit 1.

- (a) The firm is not black listed.
- (b) Bid should not be let out by the bidder.

Affidavit 2. – As shown in Annexure -1.

7. Earnest Money:

- (a) The tender must be accompanied by a sum of Rs. 7, 80, 000/- as Earnest Money deposited in the shape of Demand Draft in favour of Registrar, BRA Bihar University, Muzaffarpur payable at Muzaffarpur failing which the tender shall not be considered.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days from the date of opening of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his /

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their part that after submitting his/ their tender subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Registrar, BRA Bihar University, Muzaffarpur. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the University.

(c) If his tender is accepted the earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the University shall not be responsible for any loss or depreciation to the Earnest Money that may happen there to while in their possession, nor be liable to pay interest thereon.

(d) Late Tender(i.e. Tender received after the specified date and time for receipt of Tender) will not be continued.

8. Rights of the University to deal with Tender: The authority for the acceptance of the tender will rest with the University. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the University to assign reasons for declining to consider or reject any particular tender or tenders.

9. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the University reserves the right to reject such tender at any stage.

10. If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the University shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the University shall deem such tender as cancelled, unless the firm retains its character.

11. Eligibility Criteria:

11.1 Technical Eligibility Criteria:

(a) The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

I. Three similar works costing not less than the amount equal to 40% of advertised value of the tender,

or

II. Two similar works costing not less than the amount or equal to 50% of advertised value of the tender,

or

III. One similar work costing not less than the amount or equal to 80% of advertised value of the tender.

“ Similar work means. : online development of software and maintenance of student Life Cycle module of University Management Information System in University/ educational institution having at least 10,000 students in one academic session” Credential issued by the concerned

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University/educational institution satisfying the above Technical eligibility criteria should be attached with the tender duly self attested by the tenders.

(b) Financial Eligibility Criteria: The tenderer must have received contractual payments in the previous three financial years and the current financial year upto the date of opening of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client and/or Audited Balance Sheet duly certified by the Chartered Accountant etc.

(c) Submission of two affidavit vide clause 6(ii)

12. Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced alongwith the tender duly signed on all pages by authorized signatory.

Tenderer(s) shall submit alongwith his / their tender:

- (i) Copy of Income Tax PAN Card, GST Registration and I.T. Return for last 3 F.Y.
- (ii) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (iii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.
- (iv) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of system/equipment etc. available on hand and proposed to be inducted and hired for the tendered work.
- (v) **A copy of notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted alongwith bid are true and factual. Non submission of a copy of notarised affidavit by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.**
- (vi) The University reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the University, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the University shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the University there under.
- (vii) (a) **In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business for a period of upto five years.**
(b) **In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee and Security Deposit available with the University shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto five years.**

13. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

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14. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the Vice-Chancellor, BRA Bihar University, Muzaffarpur acting through the Registrar, BRA Bihar University, Muzaffarpur for carrying out the work according to Bihar Financial Rules (BFR), as amended/corrected upto latest correction slips, Special Conditions annexed to the tender.

15. Partnership Deeds, Power of Attorney etc.:

(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / company / Registered Society / Registered Trust etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

(ii) In case tenderer is other than sole proprietorship firm, following documents shall be submitted by the tenderer:

(a) Partnership Firm: The tenderer shall submit (i) a copy of Partnership Deed and (ii) a copy of Power of Attorney (duly registered as per prevailing law) in favour of an individual to sign the tender documents and create liability against the Firm.

(b) Company registered under Companies Act-2013: The tenderer shall submit (i) the copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company; and (ii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company. (iii) certificate of registration.

(c) Registered Society & Registered Trust :- The tenderer shall submit (i) a copy of the certificate of Registration, (ii) Deed of formation; (iii) a copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the society/ trust.

(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

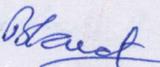
(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company etc. shall be neither asked nor considered, if submitted.

(v) The University will not be bound by any change in the composition of the firm made subsequent to the submission of tender. University may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

16. Participation of Partnership Firms in tender:

16.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

16.2 The partnership firm should have been in existence or should have been formed prior to opening of tender. Partnership firm should have either been registered with the Registrar or


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the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.

16.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

16.4 Once the tender has been submitted, the constitution of the firm shall not be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from University and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the University and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform University before hand about any such changes/ modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract.

16.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

16.6 The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through Demand Draft in favour of Registrar, BRA Bihar University, Muzaffarpur payable at Muzaffarpur. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

16.7 One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.

16.8 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

16.9 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the

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name of the firm only and not in the name of any individual partner.

16.10 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several Liabilities :

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the University for execution of the contract. The partners shall also be liable jointly and severally for the loss, damages caused to the University during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/alterd/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of University, shall constitute a breach of the contract, liable for determination of the contract.

(c) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the University.

16.11 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm.

The following documents shall be submitted by the partnership firm, with the tender:

(a) A copy of partnership deed.

(b) A copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

(c) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Universities or any other Ministry / Department of the Govt. of India / any State Govt. from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination.

Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in clause 11 above by the partnership firm:

Registrar

Signature of Tenderer(s)

B.R.A.Bihar University

Date

Muzaffarpur

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Special Conditions.

(To be submitted by the bidder in Envelope 1)

Instructions/ Guidelines to Bidders

1. Name and style of the firm/company with address will be furnished by the tenderer and the place provided for the purpose in the tender documents.
2. The project System Analysis, Designing, coding, online development of software, testing, installation & training, completion and maintenance of Students' Life Cycle Module of University Management Information System (UMIS) for e-Governance of the University at B. R. A. Bihar University, Muzaffarpur is to be completed within thirty six months (i.e. three academic sessions from admissions to issue of the degree of final year). There shall be maintenance period of minimum **six months** after completion.
3. **Training for the staff of the University on the Modules supplied shall be responsibility of the bidder. Bidder shall provide minimum two separate trainers who will train & assist the administrative staff of the University on this Student's Life Cycle modules. The price bid shall include the training cost also.**
4. The bidders shall submit the copy of the Income tax PAN Card & GST Registration of the company.
5. Selected bidder will have to **sign service level agreement** for functioning of software, training the BRABU, MUZAFFARPUR staff and updating the software for initial period of Three years from the date of acceptance of the tender.
6. The bidders, if required, will have to give demonstration of the software to BRABU, MUZAFFARPUR.
7. The bidder should enclose relevant documents wherever necessary.
8. **The bidder should enclose client list with contact address is for reference. Attach photocopies of work orders and their completion certificates.**
9. **The bidder should be able to provide man power support in the University during the currency of the contract and warranty period.**
10. **The bidder should provide two affidavits.**
Affidavit 1.as per Annexure-I.
Affidavit 2.a. the firm is not black listed.
b. bid will not be let out by the bidder.
11. The successful vendor will have to successfully complete the software development, installation of backup Server to host 7 lacs student record in the University premises & install maximum within thirty six(36) months from the date of acceptance.
12. BRABU, MUZAFFARPUR will make arrangement of all necessary hardware, networking, system software manpower (system administrator, office automation coordinator, etc.,) in consultation with successful vendor within one month. As already

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mentioned, minimum two exclusive trainers & necessary data entry operators are to be provided by the bidder during the currency of the contract.

13. A agreement will be signed between BRABU, MUZAFFARPUR & the successful bidder regarding Pre requisite/ site preparation (Hardware / system software / networking / manpower requirements), warranty, License agreement, source code, Installation & Training, time schedule, payment terms, penalty clause, facilities required for vendor, AMC charges etc.
14. The maintenance period will be **six months** after successful completion of the project (36 months date of completion + 6 month maintenance). During the warranty period ie 42 months local support shall be provided by the vendor.
15. The product selection is based on BRABU, MUZAFFARPUR rules.
16. Maximum downtime should be specified. During implementation / warranty / post warranty AMC phase, at least one resident software professional must be deployed on the BRABU, Muzaffarpur campus solely for BRABU, MUZAFFARPUR campus for software maintenance.
17. Post warranty AMC / ATS charges are to be specified clearly.
18. The Student's Life Cycle modules should be based on commercially available open market software packages. Custom-built software requiring expert involvement by the supplier at every stage of trouble-shooting and up-gradation will not be encouraged.
19. The bidder shall be in a position to give the complete source code with documentation to BRABU, MUZAFFARPUR for study & further use by BRABU, MUZAFFARPUR for BRABU, MUZAFFARPUR premises. The source code shall be available on our server without any lock for BRABU Administration and at no extra cost.

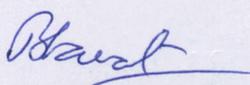
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TERMS AND CONDITIONS FORM (Part of special condition)

(To be submitted in Envelop 1)

READ ALL THE FOLLOWING TERMS AND CONDITIONS & SIGN IN THE ACCEPTANCE

1. The offers should be addressed to "The Registrar, B.R. Ambedkar Bihar University, Muzaffarpur – 842001, Bihar and should be sent in a sealed envelope superscribed "TENDER AGAINST SHORT TENDER NOTICE for Student's Life Cycle Modules, 2019" so as to reach us on or before 10/06/2019 at 4:30 PM by courier / speed post / registered post only / by hand.
2. The offer should be sent in a sealed cover with the tender documents. Tenders received through email or FAX will not be considered.
3. Technical Bid will be opened on 13/06/2019 at 12:30 PM in the presence of the vendors or authorized representatives of the vendors. Financial Bid of Technically successful bidders would be opened on 14/06/2019 at 3:30 PM
4. No revision of the price bid will be allowed once the price bids are opened.
5. Complete documentation including system and data flow diagram are to be provided at the time of Installation of the Software.
6. The Registrar reserves the right to modify or alter the specifications after shortlisting of tenderers.
7. For any delay solely because of the vendor in supply & installation of the software, 0.5% penalty on the basic module cost of unsupplied modules will be charged per fortnight delay for the unsupplied module. However the maximum penalty will not exceed 5% of the unsupplied modules.
8. The form should be duly filled up (preferably TYPE WRITTEN IN CAPITAL LETTERS) and should clearly mention the details offered by the bidder against each specification.
9. Authorized signatory should sign on all the pages including tender documents and all supporting papers. Bids without authorized signatures will be rejected.
10. The successful bidder should submit security audit certificate from CERT or CERT impanelled vendors with respect to the Integrated Software Application at appropriate stage. The security audit should be done at Network Level, System Level and Application and Data/Database Level and submit a security audit certificate, which is mandatory.
11. Failure to comply with all the terms and conditions mentioned herein would result in the tender being summarily rejected.
12. The Registrar reserves the right to order only some of the Student's Life Cycle modules instead of ordering all the modules. The selection of modules to be procured is at the discretion of the Registrar.


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13. The Registrar reserves the right to change the order quantity or change in sub-modules or split the orders among multiple vendors without assigning any reason(s) whatsoever.
14. The Registrar reserves the right to reject any or all the tenders without assigning any reasons whatsoever.
15. Companies will have to provide data backup arrangement both on cloud and in-house system. In-house system will be developed on the recommendation of the bidder company.
16. Companies will provide security money @ 5% of total value of contract on selection of the bidder including the EMD which will be kept as security deposit for a period of sixty days beyond the date of completion of all contractual obligations of the bidder including maintenance period and warranty obligations. .

ACCEPTANCE

We accept the above terms and conditions and shall comply with them strictly.

NAME OF THE

BIDDER:

ADDRESS:

Seal

SIGNATURE

Date:

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Scope of the Work

(To be submitted by the Bidder in Envelop 1)

**SYSTEM REQUIREMENTS OF THE PROPOSED STUDENT'S LIFE CYCLE
MODULES**

BRABU, Muzaffarpur may decide to carry out the office automation in a phased manner. The Student's Life Cycle modules to be supplied should be independent and should have sufficient interfaces so that it is interworking with software, which may be developed by us. Integration with other modules with the progress of development of University Management Information System will be taken into consideration.

Student's Life Cycle modules should support multi-user, multi counter network with 100% protection against unauthorized access. Every user shall have login name & password for every module he wants to work. System administrator shall be in a position to give access to limited menus – sub menus to a user. Powerful backup & recovery procedures must be available & must ensure 100% security of data and smooth functioning of the system. This shall be a time tested MIS & must support smart card / bar code. The smart cards may be purchased from other agency at later date. Smart card vendor will provide SDK (System Development Kit) for the interface. The successful bidder will be required to interface the smart card system with the Student's Life Cycle modules developed. No. of the students is approximately 3,90,000.

The bidder shall ensure to give the software as per our requirements. The modules described above give general idea about our requirements. The successful bidder, after on site system studies, will submit the final specifications to BRABU. BRABU, after necessary modifications, will approve the same.

The source code shall be given to BRABU, Muzaffarpur. BRABU, Muzaffarpur agrees that the same will not be divulged to outside agency & will not be used outside BRABU, Muzaffarpur. The necessary agreement will be signed.

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Integration, Security & Backup

- It should be possible to build the Student's Life Cycle modules into a fully integrated system and various modules shall be totally interlinked with existing and systems to be developed. As far as possible, system shall remove duplication of work.
- Every module shall be provided with user login & password security with no unauthorized access to modules.
- Facility shall be provided for System administrator for creation of desired number of Users for various modules. To different user, depending upon his level & work done by him, various privileges can be given by system administrator. He can give access to specific menus & submenus to a user.
- All the transactions such as data entry/modification shall be stored with user names so that accountability of User is possible.
- IP address based protection shall be given for more critical applications. Normally administrative activities such as fees collection, etc are to be performed from specific computers. To such users, IP address based protections may be provided. So such crucial transactions can be entered through specific nodes only.
- Well-established backup & security procedures shall be defined. Backup MUST be automatic. Practically there shall be no chance of data loss.

The exact data security & backup arrangements shall be worked out after System studies and total network study by the successful bidder.

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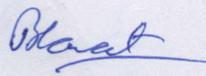
STANDARD GENERAL CONDITIONS OF CONTRACT FOR USE DEFINITIONS AND INTERPRETATION

(To be submitted in Envelop 1)

1. Communications to be in Writing: All notices, communications, reference and complaints made by the University or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.
2. Indemnity by Contractors: The Contractor shall indemnify and save harmless the University from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Universitys by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- 3 (1) Security Deposit: The Earnest Money deposited by the Contractor with his tender will be retained by the Universitys as part of security for the due and faithful fulfillment of the contract by the Contractor. The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in in shape of DD or Term Deposit Receipt issued from Nationalized Bank / Scheduled Bank, or may be recovered at the rate of 10% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the University may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.
- 3.(2) (i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor after the following:
 - (a) Final Payment of the Contract.
 - (b) Signature of Final Supplementary Agreement or Certification by Registrar that University has No Claim on Contractor and
 - (c) Issue of Maintenance Certificate on expiry of the maintenance period.
3. (2) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole, the Security Deposit already with Universities under the contract shall be forfeited.
- 3.(3) No interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract..

3.(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

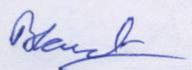

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- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the University, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated University shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money

The failed Contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
- (i) Deposit Receipts, Pay Orders, Demand Drafts. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (ii) Deposit in the Post Office Saving Bank;
 - (iii) Deposit in the National Savings Certificates;
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (five percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with Universities, shall be returned to Contractor as per his request duly safeguarding the interest of Universities
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with University.
- (g) The Registrar shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in whichever event the Registrar may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice


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to this effect by Registrar

- (ii) The Contract being determined or rescinded under clause 62 of the GCC

4. Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Registrar as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

5-A Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) Extension due to Modification: If any modifications have been ordered which in the opinion of the Registrar have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Registrar to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) Extension for Delay not due to University or Contractor: If in the opinion of the Registrar, the progress of work has any time been delayed by any act or neglect of University's employees or by other Contractor employed by the University or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Registrar pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the University for which he shall have specially applied in writing to the Registrar or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Registrar within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Registrar to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Registrar on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.
- (iii) Extension for Delay due to University: In the event of any failure or delay by the University to hand over the Contractor possession of the material necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary instructions or any other delay caused by the University due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or

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compensation therefor, but in any such case, the University may grant such extension or extensions of the completion date as may be considered reasonable.

6. Extension of Time for delay due to Contractor:

(i) With liquidated Damage (LD): The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in clause 5, the University may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time as the Registrar may decide. On such extension the University will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the following rates of the contract value of the works.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

S.No.	Duration of extension of time under Clause 6	Rate of Penalty
(i)	Up to Twenty percent of original period of completion including period of extension of DOC granted under Section 5 A(i)	As decided by Registrar, between 0.01% to 0.10% of contract value for each week or part of the week
(ii)	Above Twenty percent but up to Thirty percent of original period of completion including period of extension of DOC granted under Section 5 A(i)	0.20% of contract value for each week or part of the week
(iii)	Above Thirty percent but up to Forty percent of original period of completion including period of extension of DOC granted under Section 5 A(i)	0.30% of contract value for each week or part of the week
(iv)	Above Forty percent of original period of completion including period of extension of DOC granted under Section 5 A(i)	0.50% of contract value for each week or part of the week

Provided further, that if the University is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the University shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under various Clauses of these Conditions, whether or not actual damage is caused by such default.

7 (1) "On-Account " Payments: The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Registrar he has executed in terms of the contract. All payments due on the University certificates shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required, a retention of ten percent

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by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the University may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the University may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.

8 .(1) Final Payment: On the Registrar certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Registrar or the Registrar's representative's certified measurements or Registrar's certified "contractor's authorized representative's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the accepted schedule of rates and for extra works on rates determined these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Registrar enclosing either a full account in detail of all claims he may have on the University in respect of the works or having delivered No Claim Certificate and the Registrar having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter under different clauses of the BFR / govt rules or in any Clause of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the University for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

SETTLEMENT OF DISPUTES –

9. Reconciliation of disputes: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Vice Chancellor through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Registrar shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor under university/ Bihar Govt rules.

The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Registrar , Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

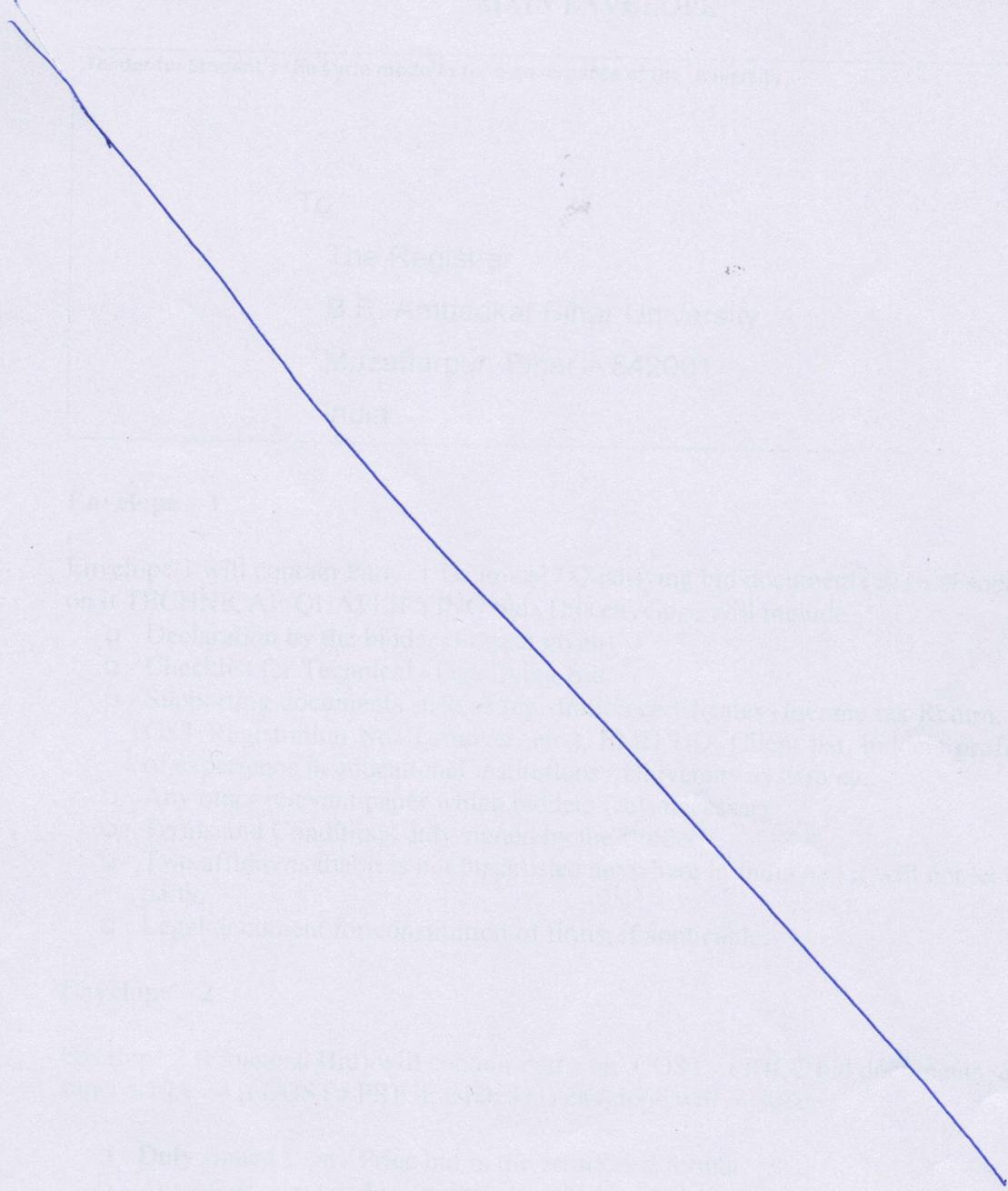
The conciliation proceedings shall be terminated:

By the signing of the settlement agreement by the parties on the date of agreement; or

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- By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of declaration; or
- By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or

10. **Obligation During Pendency of Arbitration:** Work under the contract shall, unless otherwise directed by the Registrar continue during the arbitration proceedings, and no payment due or payable by the University shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.



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Procedure for preparing Tender documents

PART-A

(To be retained by the bidder)

It is a two-packet (Envelope-1 and Envelop-2) system. Both the envelopes to be submitted by the bidder in envelope will be sealed separately and will be enclosed in one main envelope subscribing on it as below. :

MAIN ENVELOPE

Tender for Student's Life Cycle modules for e-governance of the University

To

The Registrar

B.R. Ambedkar Bihar University

Muzaffarpur, Bihar – 842001

India

Envelope – 1

Envelope 1 will contain Part – I Technical / Qualifying bid documents & shall super-scribe on it TECHNICAL/QUAFLIFYING bid. This envelope will include

- Declaration by the bidder (Format given)
- Checklist for Technical / Qualifying Bid
- Supporting documents such as registration certificates (Income tax Return, PAN no, GST Registration No. Turnover, etc.), EMD DD, Client list, bidders profile, proof of experience in educational institutions / University system etc.
- Any other relevant paper which bidders feels necessary
- Terms and Conditions duly signed by the Bidder
- Two affidavits that it is not blacklisted anywhere in India and it will not let out to other party.
- Legal document for constitution of firms, if applicable.

Envelope – 2

Envelope 2 (Financial Bid) will contain Part – II, COST / PRICE bid documents & shall super scribe on it COST / PRICE BID. This envelope will include

- Duly signed Cost / Price bid in the prescribed format
- Any other relevant documents which bidder feels it necessary

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PART-B

(To be submitted by the bidder in Envelope-1)

DECLARATION BY THE BIDDER

1	Name of the Firm	
2	Address of the Firm	
3	No. of Technical Qualified Staff / Engineers	
4	EMD Details for Rs.7,80,000.00 (Seven Lakh Eighty Thousand Only) in the name of 'The Registrar, BRABU, Muzaffarpur-842001, Bihar.	DD No. / Pay Order No.
		Date
4	GST Registration No.	
5	Income Tax PAN	
6	Contractual payment received in last three Financial Year duly certified by C.A.	
7.	I.T. Return of last three Financial Year	

Declaration to be invariably signed by the bidder

This declaration is signed by the undersigned after having duly understood the detailed specifications given in the document, along with the terms and condition of supply and qualifying conditions for bidder. The quotes are offered after carefully studying the specifications and hence submit on solemn affirmation that, in case of dispute or arbitration of any of clause/condition, the decision of the Registrar, BRABU, MUZAFFARPUR shall be final.

Date:

Seal

Signature of the Bidder

Name:

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PART-B
(To be submitted by the bidder in Envelope-1)
CHECK LIST FOR TECHNICAL / QUALIFYING BID

(Please enclose Supporting documents wherever necessary)

(Please tick the appropriate box)

Sl.No.		YES	NO	REMARK IF ANY
1.	Whether the bidder has installed the office automation software at the minimum of a total of two educational institutions. Enclose photocopies of necessary Work orders and completion certificates.			
2.	Has the bidder supplied and successfully commissioned similar Student's Life Cycle modules to at least any NIT / IIT / similar Deemed University / University/any state or national educational board. Enclose photocopies of necessary Work orders and completion certificates.			
3.	Whether the bidder has enclosed the Demand Draft of Rs. 7,80,000/- against EMD in the name of The Registrar, BRABU, Muzaffarpur and demand draft of Rs. 10,000/- as cost of tender document.			
4.	Whether the bidder has Enclose the clients list along with their contact addresses?			
5.	Will the bidder be able to provide two software professionals to remain full time available for implementation /monitoring / troubleshooting of proposed Student's Life Cycle modules?			
6.	Whether copy of turnover, Income tax PAN card & three years IT returns and GST registration certificate, gross turnover is enclosed by the bidder?			

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7.	Does the bidder agree to give source code with full documentation to BRABU, MUZAFFARPUR for further modification by BRABU? This handover of source code shall be totally unconditional, (Of course BRABU, MUZAFFARPUR will confirm that same will be used only for BRABU, MUZAFFARPUR).			
8.	Whether following affidavit submitted with the tender Affidavits 1. (a) to the effect that the firm in not blacklisted and (b) The Tendered work assigned will not be let out. Affidavit 2. In the prescribed format vide Annexure 1.			

Date:

Seal

Signature of the Bidder

Name:

Handwritten signature
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PART-C-1

(To be submitted by the bidder in Envelope-2)

Price Bid

(TO BE RETURNED DULY FILLED IN AND SIGNED ALONG WITH OFFER) (OFFER IN INDIAN RUPEES FOR INDIGENOUS MATERIAL)

Work:- Online development of software, testing, installation, training completion and maintenance of student's Life Cycle modules of University Maintenance Information Systems
(Schedule of Work)

Bill of Material for Sl. No. 1 to 6**Modules:**

Sl. No.	Modules	Approx Quantity	Unit	Rate		Cost in Rs.
				In figure	In words	
1	Students Admissions a. Form Download & Online Application b. Selection process of online admission and allotment of temporary registration number c. Payment Option d. College Dashboard to confirm admission e. Permanent Registration Number f. NAD integration. g. Identity Card h. Sports and cultural activities i. Grievance redressal	390,000 Students	Per Students			
2	Pre Examination a. Academic calendar management b. College dashboard for submitting students attendance and Internal Marks c. Eligibility checking to fill examination form d. Setting of questions	390,000 Students	Per Students			
3	Examination a. Filling of Examination Form b. Examination Fee c. Examination Schedule d. Centre allotment e. Centre wise attendance sheets on 80 GSM f. Admit Card m 110 GSM with water	390,000 Students	Per Students			

Handwritten signature
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	<ul style="list-style-type: none"> g. mark of B.R.A.B.U. h. Roll Sheet and Dispatch Memo no 80 GSM i. Choice based credit system management j. Delivery of question papers to centers k. Practical Examination and Viva-Voce Marks 				
4	Post Examination <ul style="list-style-type: none"> a. Tabulation Work b. Tabulation Register 3 Copies in A3 Size of 80 GSM c. Mark Sheet on 110 GSM along with water mark of B.R.A.B.U. within one week in Pendrive & C.D. d. Result (On College Dashboard also to see) e. Plastic coated Degree Certificates with 12 security features. f. Migration and Transfer certificate. g. Alumni Management h. Thesis research management i. Mail integration, bulk sms, alerts j. NAD integration. 	390,000 Students	Per Students		
5	Dashboard for Controller of Examination, Dashboard for Registrar, Pro Vice-Chancellor, Vice-Chancellor etc. and integration to Chancellor Common Dashboard	390,000 Students	Per Students		
6	Other complimentary aspects may be included to make the student life cycle and examination complete, if necessary during the formulation to implementation stage. (Details of the Same if any may be attached in a separate sheet duly signed with this schedule of work)	390,000 Students	Per Students		
	Total				
	Rebate				
	Total offered cost				

Price of the individual Student's Life Cycle modules should be specified

Date:

Seal

Signature of the Bidder

Name:

Address :

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Particulars	Percentage	
Sales Tax/ VAT/ GST †		Inclusive
Any other Charges/Duties †		Inclusive
AMC Charges and warranty after completion of the project and maintenance period ie (Three and half years)		

Indicate these charges as a percentage of the total order value

Date:

Seal

Signature of the Bidder

Name :

P. Bhandari
29.5.19

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE
TENDER DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of ₹ 100/-. The stamp paper has to be in the name of the tenderer) **

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No. of (----- University), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from University website **www.brabu.net**. I/we have verified the content of the document from the website and there is no addition, deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the University Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of upto five year. Further, I/we (insert name of the tenderer) ** and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.

DEPONENT
SEAL AND SIGNATURE
OF THE VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

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