



सत्यमेव जयते

RFP No. D- 25015/1/2010 – 1189 Dated 28.12.2017

**Notice Inviting E-Tender for Shifting of Office equipment and other materials of this office from Ground, 2<sup>nd</sup> and 3<sup>rd</sup> Floor of Bihar State Cooperative Bank Building, Ashok Rajpath, Patna-800004 to 8<sup>th</sup> Floor of Karpuri Thakur Sadan (GPOA Building) at Ashiana Digha Road, Patna and Bihar State Warehousing Corporation Godown at Fatuha, Patna**



**Directorate of Census Operations, Bihar  
Ministry of Home Affairs, Govt. of India,  
2<sup>nd</sup> & 3<sup>rd</sup> Floor of Bihar State Co-operative Bank  
Building, Ashok Rajpath, Patna 800 004**

**Notice Inviting E-Tender for Shifting of Office equipment and other materials of this office from Ground, 2nd and 3rd Floor Bihar State Cooperative Bank Building, Ashok Rajpath, Patna-800004 to 8<sup>th</sup> Floor of Karpuri Thakur Sadan (GPOA Building) at Ashiana Digha Road, Patna and Bihar State Warehousing Corporation Godown at Fatuha, Patna**

1. Online bids are hereby invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Firms/Agencies specialized in packing and moving works for shifting of articles of this office.
2. The bid will be accepted through e-tender only and intending bidders must be registered with the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app>.
3. The tender document contains the following:-

Annexure-I	:	Instructions for Online Bid Submission
Annexure-II	:	Scope of Work and General Instructions to Bidders
Annexure-III	:	Technical and Commercial Evaluation Criteria
Annexure-IV	:	BOQ (For shifting of office equipments etc.)

**E-TENDER SCHEDULE**

<b>Scope of work</b>	<b>Supply of stationery/store items</b>
Earnest Money Deposit to be submitted	Rs. 25000/-
Date of Issue/Publishing	28.12.2017/02.01.2018
Document download start date	02.01.2018
Seek clarification start date	03.01.2018
Seek clarification end date	05.01.2018
Bid submission started	03.01.2018
Bid submission closing date	22.01.2018 up to 3.00 PM
Date and time of opening of technical Bids	23.01.2018 AT 11.30AM
Date and time of opening of Financial Bids	25.01.2018 AT 11.00AM

4. In case any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. This RFP is being issued with no financial commitment and Service Recipient reserves the right to change or vary any part thereof at any stage. Purchaser i.e. Service Recipient also reserves the right to withdraw the RFP should it be so necessary at any stage.

Yours faithfully,  
Sd/-  
**(Pradeep Kumar Chaudhary)**  
**Deputy Registrar General**

**Instructions for Online Bid Submission**

1. All interested bidders are requested to register themselves with the portal <http://eprocure.gov.in> and enroll their digital certificate with the user id for participation in the tender.
2. Bidders are requested to read following conditions in conjunction with various conditions, wherever applicable appearing with this bid invitation for e-Tendering. The conditions mentioned here in under shall supersede and shall prevail over the conditions enumerated elsewhere in the tender document.

**3. How to submit On-line Bids / Offers electronically against e-Tendering?**

Vendors / Bidders are advised to read the following instructions for participating in the electronic tenders directly through internet:

- i) Late and delayed Bids / Offers after due date / time shall not be permitted in E-Tendering system. No bid can be submitted after the last date and time of submission is over. (However if bidder intends to revise the bid already submitted, they may change / revise the same on or before the last date and time of submission of bid). The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- ii) Bidders are advised in their own interest to ensure that bids are uploaded in e-tendering system well before the closing date and time of bid.
- iii) No bid can be modified after the dead line for submission of bids.
- iv) No manual bids / offers along with electronic bids / offers shall be permitted.

**4. What is a Digital Signature?**

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain trusted Certifying Authorities (CA) who in turn allots on a regular basis Digital Signature Certificates.

**5. Documents which are signed digitally are legally valid documents as per Indian IT Act (2000).**

## **6. Why is a Digital Signature required?**

In order to bid for **Directorate of Census Operations, Bihar i.e. DCO BIHAR** e-tenders all the vendors are required to obtain a legally valid Digital Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The Digital Certificate is issued by CA in the name of a person authorized for filing Bids / Offers on behalf of his Company. A Vendor / Bidder can submit their Bids / Offers on-line only after digitally signing the bid / documents with the above allotted Digital Signatures.

## **7. Bidders have to procure Digital Signature Certificate (Class 3 or 2 with signing key uses) from any of the certifying Authorities in India.**

## **8. Submission of Documents**

- i) Bidders must submit on line offers by the date and time mentioned in the Notice Inviting Tender (NIT) at the website address stated therein.
- ii) Each E-Tender will provide access to Commercial as well as Price part of tender. Along with the Commercial part, Bidders can attach the required documents with the bid in line with the Tender.
- iii) The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps.
- iv) The bid have to be submitted online only. However, documents which necessarily have to be submitted in originals like EMD if applicable and any other documents mentioned in the tender documents have to be submitted offline. Prices should not be submitted in a sealed envelope. **DCO BIHAR** shall not be responsible in any way for failure on the part of the bidder to follow the instructions. Physical Bids will not be accepted. All such physical Bids shall be considered as invalid offers and shall be rejected summarily without any consideration.
- v) Price Bid shall contain only price as per Schedule of Rates (in form of an excel sheet) without any condition. The lump sum rate along with tax and other components shall be filled up in figures and the total amount shall be automatically calculated and rounded off to the nearest rupee. It is to be noted that the Price Bid shall contain only PRICES and no conditions whatsoever.

vi) The bid shall be upload through Digital signatures by someone legally authorized to enter into commitment on behalf of the Bidder. Bidder shall upload among other documents, power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.

vii) It is advised that the bidder upload small sized documents (preferably upto 5 MB) at a time to facilitate in easy uploading into e-tendering site. **DCO BIHAR** does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission.

## **9. Submission and Opening of Bids**

i) Bid along with all the copies of documents should be submitted in the electronic form only through **DCO BIHAR** e-tendering system. Before the bid is uploaded, the bid comprising of all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) in accordance with the Indian IT Act 2000.

ii) The bid shall be opened on-line on the date & time mentioned in the NIT.

iii) The Price Bids only those bidders shall be considered for electronic opening & evaluation whose bid is determined to be technically and commercially acceptable to **DCO BIHAR** .

## **10. Last Date for Submission of Bids**

Bidders are advised in their own interest to ensure that bids are uploaded in e-Procurement system well before the closing date and time of bid. Vendors / Bidders must use any computer having Windows 2000 or Windows XP versions or higher of Window operating system and an internet web browser version internet explorer v8.0 or higher recommended.

11. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

12. In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Commercial/Financial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Service Recipient.

**13. Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify

to the Service Recipient in writing about the clarifications sought not later than 7 (seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

**14. Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Service Recipient prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by email (**dco-bih.rgi@censusindia.gov.in**) but it should be followed by signed confirmation copy to be sent by post and such signed confirmation should reach the Service Recipient not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

**15. Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Service Recipient may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

**16. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeited of EMD. Conditional tenders will be rejected.

**17. Validity of Bids:** - The Bids should remain valid for 180 days from the last date of submission of the Bids.

**18. Earnest Money Deposit:** - The EMD instrument in original has to be submitted by dropping it in the Tender-box (as per instruction) and copy of the same needs to be **uploaded before the due date** and time of tender submission failing which the bid shall be summarily rejected. A scanned copy of the instrument DD or exemption certificate in case of NSIC or exempted category has to be uploaded along with clear scanned copies of required documents to substantiate the claim towards their credentials along with the tender documents in the appropriate space. Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 25,000/-** along with their technical bids in the name of **DDO, Directorate of Census Operations, Bihar**. The EMD may be submitted in the form of an Account Payee Demand Draft from any of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the

contract. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

**19. The tender shall be submitted in major parts, namely 'Technical / Commercial Bid and Price Bid (BOQ).**

**20. As a part of software requirement for the e-tender, the main features are:**

- i) The price bid formats are same for global and Indian vendors. Bidders are requested to follow the instructions mentioned in the bid format.
- ii) Vendors interested in the tender may submit scanned copy of EMD as stated in document in this e-tender and submit the original EMD physically within the closing time & date as mentioned.

21. In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any.

22. It is mandatory for every Service Provider to fill all the documents as set out in the tender document irrespective of their earlier association with **DCO BIHAR**. Any conditional /incomplete offer or failure to follow above instructions shall lead disqualification even at the time of opening of bids.

**I SCOPE OF WORK AND GENERAL INSTRUCTIONS TO BIDDERS**

1. The **Directorate of Census Operations, Bihar, Patna i.e. DCO Bihar** intends to enter into an Contract with reputed, well established and financially sound firms for Shifting of Office equipment and other materials of this office from Bihar State Cooperative Bank Building, Ashok Rajpath, Patna-800004 to 8<sup>th</sup> Floor of Karpuri Thakur Sadan (GPOA Building) at Ashiana Digha Road, Patna and at the same time also intends to shift dismantled and obsolete items to Bihar State Warehousing Corporation Godown at Fatuha, Patna in two phases:-

**First Phase:** (A) Shifting of Office equipment and other materials of this office (**Other than Data Centre**) from Ground Floor, 2<sup>nd</sup> Floor and 3<sup>rd</sup> Floor of Bihar State Cooperative Bank Building, Ashok Rajpath, Patna-800004 to 8<sup>th</sup> Floor of Karpuri Thakur Sadan (GPOA Building) at Ashiana Digha Road, Patna.

(B) Dismantling of Partitions/Fixtures and Shifting of Dismantled Partitions/Fixtures with other obsolete materials of this office (**Other than Data Centre**) from Bihar State Cooperative Bank Building, Ashok Rajpath, Patna-800004 to Bihar State Warehousing Corporation Godown at Fatuha.

**Second Phase:** (A) Shifting of Office equipment and other materials of this office (**Data Centre**) from Ground Floor and 3<sup>rd</sup> Floor of Bihar State Cooperative Bank Building, Ashok Rajpath, Patna-800004 to 8<sup>th</sup> Floor of Karpuri Thakur Sadan (GPOA Building) at Ashiana Digha Road, Patna and Bihar State Warehousing Corporation Godown at Fatuha.

(B) Dismantling of Partitions/Fixtures and Shifting of Dismantled Partitions/Fixtures with other obsolete materials of this office (**Data Centre**) from Bihar State Cooperative Bank Building, Ashok Rajpath, Patna-800004 to Bihar State Warehousing Corporation Godown at Fatuha.

2. (i) The shifting of offices/sections shall include following:-

a. Packing of files, books, records, computers, Office Equipment, Almirah, Racks, laminated furniture and other materials as available in the respective rooms/ sections at DCO BIHAR, **Bihar State Cooperative Bank Building, Ashok Rajpath, Patna-800004.**

b. Carrying all the packed articles/material carefully to Ground Floor, loading into the lorry and transportation to **8<sup>th</sup> Floor of Karpuri Thakur Sadan (GPOA Building) at Ashiana Digha Road, Patna**



- c. Unloading all the packed articles/material from the lorry, and carrying to the different wings/places of the **8<sup>th</sup> Floor of Karpuri Thakur Sadan (GPOA Building) at Ashiana Digha Road, Patna**, as guided.
- d. Unpacking of the goods and placing in the respective wings/places as guided.
- e. After completion of the above process, Partitions, Fixtures, Electric Wiring and Networking are to be dismantled by the Service Provider. These dismantled articles and obsolete materials **have to be shifted from Bihar State Cooperative Bank Building, Ashok Rajpath, Patna-800004 to Bihar State Warehousing Corporation Godown at Fatuha by the Service Provider.**
- f. Obtaining certificate for proper shifting with list of materials shifted, from concerned Officers/Sections.
- g. Disposal of packing material etc.
- h. The selected Service Provider has to use their own good quality packing material, like gunny bags, packing tape, ropes, cardboard cartons, thermocol sheets etc.
- (ii) The shifting shall necessarily be conducted in a staggered manner on two or more occasions over a period of about fifteen days.
- (iii) During the bidding period, a prospective bidder can survey the relevant sites of WORK between working hours i.e. 9.30AM and 06.00PM on any working day and assess magnitude of work before submitting his bid.
- (iv) The submission of bid will not place the office of **DCO BIHAR**, Patna under any obligation to place the order with the Service Provider and no expenses incurred by the contractor in this regard will be payable by this office of **DCO BIHAR**.
- (v) If any dispute arises between the Service Provider and its manpower in the matter of wages or any service conditions, the same will be settled by the Firm/Agency and the workers engaged by it themselves. This office of **DCO BIHAR, Patna** in no case shall be a party to such a dispute.
- (vi) Responsibility of taking necessary permission from the traffic police Authority for shifting shall be of the selected Service Provider.
- (vii) An interest free refundable performance security deposit of Rs. 50,000/- (Rupees fifty thousand only) in the form of Bank Draft in favour of **DDO, Directorate of Census Operations, Bihar** shall be submitted by the Service Provider at the time of the award of the contract. The security deposit shall be discharged after the satisfactory completion of the contract. If the service

provider fails or neglects any of his obligations under the contract, it shall be lawful for **DCO BIHAR, Patna** Office to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss from such failure.

- (viii) Liability towards damage/theft/loss etc., if any, of goods during shifting or physical injury to any labour in loading/unloading shall rest on the Service Provider.
- (ix) The damage caused, if any to the property of this office of **DCO BIHAR, Patna** Office through negligence or otherwise during packing, loading while on transit, unloading, unpacking and while taking to designated place, shall be at risk and responsibility of the Service Provider. The financial or any other loss suffered by the office of **DCO BIHAR, Patna** Office on this account shall be made good by the Service Provider.
- (x) **Evaluation of tender for deciding L1 Bidder shall be done on the basis of total lowest rates quoted for the items as indicated in Annexure-IV for First and Second Phase.**
- (xi) The successful bidder shall also submit a copy of insurance coverage certificate of Rs. 10,00,000/- (Rupees ten lakh only) from Nationalized Insurance Company towards damage of costly and delicate items of furniture and office equipment like computers, photocopiers, printers, fax machines, etc. during shifting. The cost of insurance coverage shall be paid by the successful bidder.
- (xii) The successful bidder shall complete the entire shifting work by the date specified by the office.
- (xiii) **After completion of shifting work for a particular phase to the satisfaction of DCO BIHAR, Patna, the payment shall be released for that particular phase.**
- (xiv) Under normal circumstances, the rate shall be valid for a period of 6 months from the date of issue of work order.
- (xv) In case of any dispute, the decision of the **DCO BIHAR, Patna** Office shall be final and binding on both parties.
- (xvi) All the Service Providers are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending their quotations.

3. The contract is likely to commence from the date of award of contract and would continue for a period of six months or completion of both **PHASES** of work whichever is earlier. This office, however, reserves the right to terminate the initial contract at any time after giving one week notice to the awardee firm.

4 The e-tenders is invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested firms are advised to submit their bids “by visiting the Govt. of India, Central Public e-Procurement (CPP) Portal i.e. <http://eprocure.gov.in>. The bids will be accepted as e-tender only i.e. the Service Providers will submit their bids on the e-Procurement Portal (module of NIC), in an encrypted format. Possession of valid Digital Signature Certificate (DSC), valid e-mail address and registration of the firm on the Government of India, Central Public e-Procurement (CPP) Portal i.e. <http://eprocure.gov.in> are **pre-requisite** for e-tendering.

5. **Payment Terms for Indigenous Service Providers:** - It will be mandatory for the Bidders to indicate their AADHAR linked bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through Cheque, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:

- (a) 100% of the total cost of the service order will be paid after the completion of a particular phase to the satisfaction of the **Service Recipient i.e. DCO BIHAR, Patna**.

6. **Risk & Expense clause: -**

- (a) Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective service is made in respect of the contract thereof, the Service Recipient shall after granting the Service Provider 3 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

7. **Force Majeure clause:-**

- (a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

- (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

- (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances

immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) weeks, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services received.

8. The firms are required to upload copies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be further considered:-

- (a) Scanned copy of Earnest Money Deposit (EMD)
- (b) Scanned copy of PAN Card
- (c) Scanned copy of IT return filed for the last 3 financial years i.e. 2012-13, 2013-2014 and 2014-15 or 2015-16.
- (d) Scanned copy of registration from appropriate authority
- (e) Scanned copy of GSTN Registration Certificate
- (f) Scanned copy of ESI and PF Registration Certificate along with latest Challan copy
- (g) Work order for similar services during the last 3 years (requisite proof thereof)
- (h) Audited balance sheet for last three years showing that the bidder has a minimum per annum turnover of at least Rs. 1 Crore.

9. Conditional bids shall not be considered and will be rejected outrightly at the very first instance. The bidder shall quote the Technical and Financial Bids as per the format enclosed at Annexure III and IV. Bidders shall quote their competitive price online in the BOQ (Financial Bid document).

## II TECHNICAL REQUIREMENTS FOR THE TENDERING FIRMS

1. The tendering firms should fulfill the following technical specifications:
  - (a) The Registered Office or one of the Branch Office's of the firm should be located either in **Patna UA** or or in **any of the Towns of Bihar**;
  - (b) It should be registered with the appropriate registration authority;
  - (c) It should have at least 3 years experience in providing similar services to Government of India/ State Government /Public Sector Companies/Banks or Government Departments etc;
  - (d) It should have its own Bank Account;
  - (e) It should be registered with the Income Tax and GST Authorities of the Government.
  - (f) Audited balance sheet for last three years showing that the bidder has a minimum per annum turnover of at least Rs. 1 Crore.
  - (g) A declaration that the bidding firm is not blacklisted by Union Govt or any of the State Govt.

## III TERMS AND CONDITIONS

### (a) **General**

1. The contract is to be commenced from the date of award of contract to the firm and shall continue for a period of six months, unless it is curtailed or terminated by this office owing to deficiency of service. The contracting firm shall not be allowed to transfer, assign, pledge or sub-contract its right and liabilities under this contract to any other Company/Firm/Agency without the prior written consent of this office.
2. The contracting firm will be bound by the details furnished by him/her to this office, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
3. Financial bids of only those firms who are technically qualified shall be evaluated.
4. This office reserves the right to terminate the contract during initial period also after giving a week's notice to the firm.
5. **All expenses during providing the services to this office should be borne by the firm.**
6. The rates quoted shall remain same during the rate contract period and no request for any increase in the rates shall be entertained.
7. The Service Provider should be available on his/her own direct telephone (office as well as residence) and also on mobile phone so that he/her may be

contacted immediately in emergent cases. The Mobile Number may also be provided.

8. This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel of the contracting firm.
9. Before award of contract, all original documents will be checked by this office and at that time attested photocopies are required to be furnished.
10. **Liquidated Damages:** In the event of the Service Provider's failure to submit the Bonds, Guarantees and Documents, supply the services etc as specified in this contract, the Service Recipient may, at his discretion, withhold any payment until the completion of the contract. The SERVICE RECIPIENT may also deduct from the SERVICE PROVIDER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed SERVICE.
11. This office shall not be responsible for any financial loss or other injury to any person deployed by the contracting firm in the course of their performing the duties to this office in connection with the purchase/supply order of cartridges.
12. In the event of failure to accept the offer of contract or failure of submission of performance security deposit by the successful bidder for whatsoever reason(s), Earnest Money Deposit submitted by the bidding firm shall be forfeited.
13. **Non-disclosure of Contract documents:** Except with the written consent of the Service Recipient/ Service Provider, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
14. **Penalty for use of Undue influence:** -The Service Provider undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person **in service of the Service Recipient** or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Service Provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service Provider) or the commission of any offers by the Service Provider or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Service Recipient to cancel

the contract and all or any other contracts with the Service Provider and recover from the Service Provider the amount of any loss arising from such cancellation. **A decision of the Service Recipient or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider.** Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service Provider towards any officer/employee of the Service Recipient or to any other person in a position to influence any officer/employee of the Service Recipient for showing any favour in relation to this or any other contract, shall render the Service Provider to such liability/ penalty as the Service Recipient may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Service Recipient.

- 15. Agents / Agency Commission:** The Service Provider confirms and declares to the Service Recipient that the Service Provider is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Service Provider; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Service Provider agrees that if it is established at any time to the satisfaction of the Service Recipient that the present declaration is in any way incorrect or if at a later stage it is discovered by the Service Recipient that the Service Provider has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Service Provider will be liable to refund that amount to the Service Recipient. The Service Provider will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Service Recipient will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Service Provider who shall in such an event be liable to refund all payments made by the Service Recipient in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Service Recipient will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
- 16. Access to Books of Accounts:** In case it is found to the satisfaction of the Service Recipient that the Service Provider has engaged an Agent or paid commissions or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Service Provider, on a specific request of the Service Recipient, shall provide necessary information/ inspection of the relevant financial documents / information.
- 17. Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute,

disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. However, the decision of **DCO BIHAR, Patna** will final as regards the interpretation of any clause of the RFP.

**(b) Taxes and Duties**

**1. Goods and services Tax (GST)**

(i) If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability of GST will be developed upon the Service Recipient.

(ii) On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Service Provider at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the contract.

**18. Transfer and Sub-letting:** The Service Provider has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

**19. Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

**Sd/-  
(Pradeep Kumar Chaudhary)  
Deputy Registrar General**

Place: Patna  
Date: 28.12.2017



**(Technical and Commercial Evaluation Criteria & Price Bid issues)**

**Technical Bid**

**For Shifting of Office equipment and other materials of this office from Bihar State Cooperative Bank Building, Ashok Rajpath, Patna-800004 to 8th Floor of Karpuri Thakur Sadan (GPOA Building) at Ashiana Digha Road, Patna and Bihar State Warehousing Corporation Godown at Fatuha, Patna**

1. Name of Tendering Firm :  
**(Attach certificate of registration)**
2. Name of Director of Firm/Active :  
Partner of Firm/Proprietor  
Mobile No.
3. Full address of Registered Office :  
Telephone No. :  
Fax No. :  
e-mail address :
4. Full address of Operating/Branch :  
Office at Bihar/Patna  
Email address  
Telephone No.  
Fax No.
5. Banker of the Firm :  
Full address  
(upload copy of latest bank statement)
6. Details of Earnest Money Deposit  
DD No. & Date :  
Drawn on Bank  
(upload copy)
7. PAN No. (upload copy) :
8. GSTN Registration No. :  
(Upload attested copy)
9. Give details of gross income of the firm as evident from the IT Returns for the years 2012-13, 2013-14 and 2014-15 or 2015-2016.

	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15 or 15-16</b>
<b>Gross Income</b>			

10. Audited balance sheet for last three years showing that the bidder has a minimum per annum turnover of at least Rs. 1 Crore for the years 2012-13, 2013-14 and 2014-15 or 2015-2016.

### 1. **Evaluation Criteria**

(a) The broad guidelines for evaluation of offers will be as follows:-

(i) The participating firm must have annual turnover of Rs 1.00 crore in previous three consecutive years for providing **MOVERS & PACKERS SERVICES**. The audited balance for previous three years may also be attached otherwise bids will not be evaluated further.

(b) Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender, both technically and commercially.

(c) **The Comprehensive lowest (L1) 'Acceptable'** tender for selection of Service Provider shall be considered further for placement of work order after complete clarifications and clarifications, if applicable for each phase separately. **L1 calculation will be carried out after adding all taxes/duties/levies etc for each phase separately.** In case of rates found to be similar in the tender, the **performance and turnover** would be the criteria for selection of firm.

2. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Service Recipient i.e. Evaluation Committee formed by the Competent Authority of **DCO Bihar, Patna** with reference to the **SCOPE OF WORK** as mentioned in the RFP at **Annexure-II**. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. **The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.**

3. The Bidders are required to spell out the rates of GST and other applicable rates (if any) etc in unambiguous terms; otherwise their offers will be **loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.** If reimbursement of **GST** is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entertained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of such duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of GST or other rates of tax or duty upto any value of supplies from them, they should clearly state that no such rate or duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of duty, it should be brought out clearly. Stipulations like, any duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by

him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to GST or any rate of tax or duty also.

Additional information, if any (attach separate sheet, if required)

Signature of authorized person  
Full Name & Designation:  
Seal:

Place:  
Date:

	<b>ANNEXURE-IV(PHASE WISE BoQ)</b>	
TENDER INVITING AUTHORITY	DIRECTORATE OF CENSUS OPERATIONS, BIHAR	
NAME OF WORK CONTACT NUMBER	SHIFTING OF OFFICE EQUIPMENTS AND	
	0612-2675929, 9430559514	

NAME OF THE BIDDER /BIDDING FIRM/COMPANY		
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**FIRST PHASE**

**(A) Shifting of Office equipment and other materials of this office (Other than Data Centre) from Bihar State Cooperative Bank Building, Ashok Rajpath, Patna-800004 to 8th Floor of Karpuri Thakur Sadan (GPOA Building) at Ashiana Digha Road, Patna.**

S.No.	Description of Work	Lumpsum Amount (Rs.)
1	Almirahs/Bookshelves/Lockers	
2	IT related and electronics items (Computers, Printers, Photocopiers, Fax Machines, LCDs, TVs, Video Conferencing Equipments, LAN Switch, Server, ACs) etc.	
3	Office Records (Files, Registers, etc)	
4	Other Misc. items (Furnitures & Fixtures, Chairs, Executive Chairs, Visitors Chairs Workstations, Sofa Sets, Desert Cooler, Stores etc)	
<b>Grand Total</b>		<b>0</b>

**(B) Shifting of Dismantled Office equipment and other obsolete materials of this office (Other than Data Centre) from Bihar State Cooperative Bank Building, Ashok Rajpath, Patna-800004 to Bihar State Warehousing Corporation Godown at Fatuha.**

S.No.	Description of Work	Lumpsum Amount (Rs.)
1	Dismantled Partitions and wiring of second floor	
2	110 KV, 5KV Generator Sets and 100 KV Transformer	
3	Other Obsolete items of stores	
<b>Grand Total</b>		<b>0</b>

<b>Total First Phase Lumpsum Amount (A+B)</b>	<b>0</b>
<b>GST</b>	
<b>Other taxes</b>	
<b>Total First Phase Lumpsum Amount (A+B) with taxes</b>	<b>0</b>

Signature of authorized person  
Full Name & Designation:  
Seal:

Place: **Patna**  
Date:

**SECOND PHASE**

**(A) Shifting of Office equipment and other materials of this office (Data Centre) from Bihar State Cooperative Bank Building, Ashok Rajpath, Patna-800004 to 8th Floor of Karpuri Thakur Sadan (GPOA Building) at Ashiana Digha Road, Patna.**

S.No.	Description of Work	Lumpsum Amount (Rs.)
1	Almirahs/Bookshelves/Lockers	
2	IT related and electronics items (Computers, Printers, Photocopiers, Scanner Machines, LCDs, LAN Switch, Server, UPS 50 KVA with batteries, ACs) etc.	
3	Office Records (Files, Registers, etc)	
4	Other Misc. items (Furnitures & Fixtures, Chairs, Executive Chairs, Visitors Chairs Workstations, Sofa Sets, Stores, etc)	
<b>Grand Total</b>		<b>0</b>

**(B) Dismantling of Partitions/Fixtures and Shifting of Dismantled Partitions/Fixtures with other obsolete materials of this office (Data Centre) from Bihar State Cooperative Bank Building, Ashok Rajpath, Patna-800004 to Bihar State Warehousing Corporation Godown at Fatuha.**

S.No.	Description of Work	Lumpsum Amount (Rs.)
1	Dismantled partitions and electric wiring of third floor	
2	125 KV Genset	
3	Other Obsolete items of stores	
<b>Grand Total</b>		<b>0</b>

<b>Total Second Phase Lumpsum Amount (A+B)</b>	<b>0</b>
<b>GST</b>	
<b>Other taxes</b>	
<b>Total Second Phase Lumpsum Amount (A+B) with taxes</b>	<b>0</b>

Signature of authorized person  
Full Name & Designation:  
Seal:

Place: **Patna**