# OFFICE OF THE REGISTRAR: BODOLAND UNIVERSITY

Debargaon, P.O. Rangalikhata Kokrajhar – 783370, BTC, Assam. bodolanduniv@gmail.com



Tel./Fax No. 03661-277183 (O) Tel. No. Mobile No.

F. No-BU/SystAdmin/Website/20-21/05/09

DATE- 05/01/2021

#### **Expression of Interest/Tender Notice**

EOI/Tender Document for Design, Development & Maintenance of Official website, www.bodolanduniversity.ac.in, Bodoland University.

Bodoland University invites sealed tenders/EOI under TWO BID systems for Design, Development & Maintenance of Official website, www.bodolanduniversity.ac.in, Bodoland University subject to the terms and conditions from reputed, experienced and Financially sound Companies / Firms / Tenderers/Vendors. They should submit their TENDER BIDS viz. Technical Bid — Qualifying Bid (Annexure I) and Financial Bid (Annexure II) in two separate Sealed Envelops super scribing "Technical Bid for Design, Development & Maintenance of Official website, www.bodolanduniversity.ac.in Bodoland University" and placing both sealed envelopes in ONE COMBINED SEALED ENVELOPE duly super scribing "for Design, Development & Maintenance of Official website, www.bodolanduniversity.ac.in, Bodoland University" after complying with instructions contained in the Tender formand address it to the Registrar, Bodoland University, Kokrajhar.

Tender documents would be available at Bodoland University website <a href="https://www.bodolanduniversity.ac.in">www.bodolanduniversity.ac.in</a> The requisite tender fee / cost is Rs. 2,000/-(Non-Refundable) and EMD Rs. 10,000/-(Refundable) should be enclosed in the form of Account Payee two separate Demand Draft from any of the Scheduled National Bank drawn in favour of "The Registrar", Bodoland University, Kokrajhar", payment at SBI, North Kokrajhar Branch, Kokrajhar at the time of submission of bid document. Tender submitted without the cost of Tender form and EMD will be summarily rejected. The name of the Tenderer may be written on the back side of the Demand Draft. The firms who are registered with National Small Industries Corporation (NSIC)/MSME or Small ScaleIndustries (SSI) are exempted to furnish the EMD and tender fee. Self-attested photocopy of valid Registration Certificates issued by competent authority must be enclosed with the tender documents.

#### **Time Schedule of the Tender**

Last date & time for receipt of Tenders	25/01/2021-12.00 noon
Date & Time for opening of Tenders	25/01/2021– 12.30 pm
Date & Time for pre-bid meeting of Tenders	•••••
Place of meeting/opening of Tender	Conference hall of Administrative Building Bodoland University, Kokrajhar -73370

The Bidder is expected to read all the instructions, forms, specifications, terms and conditions in the Bid Document. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

Registrar,

# Copy to:

- 1. The P.S to the Vice-Chancellor for kind appraisal to him.
- 2. The Finance Officer, for information.

- The Finance Officer, for information.
   The Librarian, PMBCL for information.
   The System Administrator to upload in the university website.
   The Assistant Engineer for information.
   The Member Secretary, Tender Committee for information.
   The Notice Board.

Registrar,

#### EARNEST MONEY DEPOSIT (EMD)

- 1. The Companies / Firms /Tenderers may submit the tender document complete in all respects along with Earnest Money Deposit of Rs. 20,000/- (Rupees twenty thousand only) in the form of Demand Draft , from any of the scheduled national banks drawn in favour of "*The Registrar*, *Bodoland University, Kokrajhar*", payable at SBI, North Kokrajhar Branch, Kokrajhar. Demand Draft should have been drawn on or after the date of call of tender.
- 2. Tenders received without the requisite EMD of Rs. 10,000.00 and requisite tender fee / cost of Rs. 2,000.00 shall be rejected outright and returned to the bidder without opening financial bid.
- 3. The EMD in respect of the Tenderers who do not qualify the Technical Bid (First stage) / Financial Bid (second competitive stage) shall be returned to them without any interest. However, the EMD in respect of the successful tenderer shall be returned after six months of release of final payment.
- 4. In case the tenderer withdraws, modifies or change, the offer during the contract period, bid is liable to be rejected. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc., of this tender document. Both the Demand Drafts must be enclosed inside the "Technical Bid" only, to avoid an outright rejection of the bid.

#### Essential Pre-qualification criteria/ pre-qualification for Technical Bid.

- 1. The requisite tender fee / cost i.e Rs. 2,000/-and EMD of Rs. 10,000.00 should be enclosed in the form of Account Payee two separate Demand Draft from any of the Scheduled National Bank drawn in favour of "The Registrar", Bodoland University, Kokrajhar", payment at SBI, North Kokrajhar Branch, Kokrajhar at the time of submission of bid document. Tender submitted without the cost of Tender form will be summarily rejected. The name of the Tenderer should be written on the back side of the Demand Draft.
- 2. The firms who are registered with National Small Industries Corporation (NSIC)/ MSME or Small Scale Industries (SSI) are exempted to furnish the EMD and tender fee. Self-attested photocopy of valid Registration Certificate issued by competent authority must be enclosed with the tender documents.
- 3. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting is permitted in the Financial Bid form and any correction should be attested by the authorized signatory. Under any circumstances correction fluid should not be used in the Pre-qualification bid/Technical bid and Financial bid.
- 4. Tenders must be submitted in sealed cover addressed to The Registrar, Bodoland University, Kokrajhar on or before 25/01/2021 at 12.00 noon and they will be opened on the same day at 12.30 p.m. in the presence of bidder(s) or authorized representative(s) who will be present at the scheduled time and date. The offers will not be considered if received after the bid closing date and time. In the event of the date specified for bid receipt & opening being declared as a closed holiday, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
- 5. The competent authority of Bodoland University, Kokrajhar, reserves the right to cancel any or all bids without assigning any reason whatsoever and terminate the awarded work any stage, if found any negligence/guilty from the Firm, without assigning any reason whatsoever.
- 6. Bodoland University reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Bodoland University, in this regard shall be final and binding on all.

#### **Pre-bid meeting**

i. The bidder or his official representative is invited to attend a pre-bid meeting, which will take place at the address, venue, time and date as indicated in N.I.T. The bidders shall be required to present their past work experiences in the form of PPT.

- ii. The purpose of the meeting will be to clarify issues and to answer questions on anymatter that may be raised at that stage.
- iii. The bidder may submit any questions in writing to the Registrar, Bodoland University, Kokrajhar on day of the meeting.
- iv. Minutes of the meeting, including the text of the questions (without identifying thesource of enquiry) and the responses given will be transmitted without delay to allpurchasers of the bidding documents. Any modification of the bidding documents, which may become necessary as a result of the pre-bidmeeting, shall be made by the Authority of the University exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.
- v. Non-attendance at the pre-bid meeting will not be a cause for disqualification of abidder.

(Above eligibility criteria are essential for technical qualification. No TA/DA or expenditure would be borne by the University for this meeting).

#### **Tender Submission Process**

**Envelope I** -Super scribing "**Technical Bid for** Design, Development & Maintenance of Official website, www.bodolanduniversity.ac.in, Bodoland University". The documents be arranged as per the order below

- I. A forwarding letter duly signed by the authorized signatory.
- II. Cost of tender document in the form of Demand Draft (Rs.2000.00)
- III. EMD of Rs.10000.00
- V. Trade License/ Company Registration/ etc.

VI.GST Registration

- VII. GST Clearance Certificate
- VIII. PAN Card of the Proprietor/company
  - IX. Self-Declaration in original in Indian Non Judicial Paper of Rs.100.00 that the firm/company is not blacklisted/debarred by any Board or University for this deficiency in service in complying with the orders entrusted to the firm/company. (As Annexure-IV)
  - X. Valid ISO 9000-2000 Registration certificate.
  - XI. The firm/Company has to be profitable and should not have incurred loss in the last three financial year. Copy of profit and loss Account and Balance Sheet to be enclosed.
  - XII. The firm should have and average turnover of Rs.50,00,000.00 (Fifty Lakhs). CA certified copy be enclosed.
- XIII. ITR of last three financial years to be enclosed.
- XIV. The firm should have registered office in Assam.
- XV. The firm should have completed similar work of at least at 2-3 Universities/Colleges/Institution etc... Work order with Completion Certificate to be enclosed

(All copies of documents should be self attested. All the documents mentioned above are for establishing the eligibility and veracity and mandatory and forms the qualification for Technical Bid)

**Envelope 2** — super scribing "Financial Bids for Design, Development & Maintenance of Official website, www.bodolanduniversity.ac.in, Bodoland University." should contain the Financial bid (**As in Annexure II**).

**Envelope** -3 – super scribing "**Tender** Design, Development & Maintenance of Official website, www.bodolanduniversity.ac.in, Bodoland University" should contain above two envelopes. Envelopes 1 & 2 should be separately sealed / properly closed and kept inside the  $3^{\rm rd}$  Envelope which is also to be sealed. Bids submitted in unsealed/not properly closed envelopes will be rejected.

#### **GENERAL TERMS AND CONDITIONS**

- 1. Should not have been blacklisted /debarred by any educational Board or University for this deficiency in service in complying with the orders entrusted to the (Declaration to this effect is to be furnished). Any false declaration would lead to rejection of Bids. (Self-Attested declaration must be attached along with Technical Bid).
- 2. Should hold a valid ISO 9000-2000 certification (copy of certificate is to be furnished).
- 3. The firm has to be profitable and should not have incurred loss in the last three financial years. Copy of Profit and Loss Account and Balance Sheet to be enclosed.
- 4. The firm should have an average turnover of INR 50 lakh in the last three financial years.
- 5. All communication will be in English language only. Rates shall be written both in words and figures.
- 6. Rates quoted must be valid for five years.
- 7. All currency is to be quoted in Indian Rupee only.
- 8. The financial bid shall be inclusive of all GST, Local Taxes etc., to be paid by the Tenderer for the work / service and any claim for extra payment on any such account shall not be entertained.
- 9. The Tenders received through telex/tele-fax/e-mail will not be accepted by the University under any circumstances.
- 10. The University shall not be responsible for any delay/loss or non-receipt of tenders.
- 11. No unsolicited correspondence shall be entertained after the submission of the offer.
- 12. No Agency commission will be paid to any authorized agent in India.
- 13. For the due fulfillment of the Order, firm/ company should execute an agreement on a Non- Judicial paper of Rs.100/- after completion of selection process or received of Letter of Acceptance.
- 14. University will not accept any Duplicate/Substandard items. If the supplier is not able to supply the Original/items, appropriate action will be taken against the firm, which includes, imposition of penalty, cancellation of contract, forfeiture of EMD/Performance security deposit, blacklisting the firm, etc. which may deem fit.
- 15. Quoting merely the lowest price does not confer any right on any bidder for award of supply order. The University authority or Tender Committee, reserves the right to select any bid on the ground of quality, brand reputation, offer of additional/special features, compatibility, etc.
- 16. The University also reserves the right to reject any bids with unbranded/substandard brand/uncertified brands of products even if they found to be lowest.
- 17. University will place supply orders to the successful firm in phased manner, as and when necessity arises.
- 18. Timely Design, Development of the ordered items, in good condition (wherever applicable), etc., is the essence of the contract. In case of failure to supply within the time specified in the Purchase order, a penalty/LD of 0.5% of the total value per week of a part thereof shall be levied subject to a maximum of 7.5% in respect of items which are not supplied. The decision of Authority of Bodoland University shall be final in this regard, and the firm should bind to accept the decision without any claim thereof.
- 19. All legal disputes arising out of this tender will fall under the jurisdiction of courts in Kokrajhar only.
- 20. The Tenderer should Design, Development and Commissioning of Official Website of Bodoland University within 90 days of the Supply Order. If the time schedule has not been adhered to and in case of poor quality of materials and work, then the deduction of specified percentage will be made in the bill as penalty for the delay, as decided by the University Authority and the firm should bind to accept the decision without any claim thereof.
- 21. The tenderer shall not assign or subject the allotted work in whole or in part or any benefit there under.

- 27. The University reserves the right to repudiate the contract and entrust the work to any other third party/agency in the event of any breach of terms and conditions of agreement committed by the Tenderer or failure to perform to contract in part or whole or by any neglect of instructions of the University by the Tenderer and any additional expenditure that may be incurred by the University in the above process shall be recovered from the Tenderer apart from claiming any damages or any loss to the University, besides forfeiture of EMD/Bank Guarantee in full.
- 28. The finished goods should be strictly as per the specification. In case of any deviation, the University has the right to reject the goods.
- 29. The Tenderer, apart from the quantity specified, should supply any additional quantity, if needed by the University in case of any exigencies.
- 30. If the Supplier/Firm could not meet up the standard of the work or not up to the satisfaction of the authority, the authority would not liable to release the payment for partially or whole of the work, as desired, whose decision would be the final. The Supplier/Firm should be bound to accept the decision without any claim thereof.
- 31. Payment Term: No advance payment will be made to the successful Bidder. 100% payment will be made to the successful Bidder only after successful completion of supply, installation and execution of the order/purchase order. The payment is subject to TDS deduction if applicable. The payment will be made only for accepted quantities.
- 32. 10% Security Deposit Money would be deducted in addition to EMD money and same would be released after six months from the date of release of Final payment.
- 33. The entire work intended to be tendered is of confidential in nature. Hence, absolute accuracy and confidentiality should be maintained by the successful Bidder. The successful Bidder must sign a Non-Disclosure Agreement (NDA) with Bodoland University.
- 34. Any failure to complete the work as per schedule prescribed will lead to the breach of agreement and his EMD amount will be forfeited as a penalty.
- 35. Bidders should be ready to do any corrections and technical consultancy services at free of cost after the completion of the work.
- 36. Upon evaluation of Commercial Bids and making comparative statement after taking into account all the relevant aspect of the Tender condition, BU shall declare lowest quoted Bidder as L1 Bidder and next lowest quoted Bidder as L2 Bidder. BU will notify L1 Bidder as successful Bidder. The successful Bidder will be intimated in writing by registered letter, that its Bid has been accepted. The successful Bidder will do the necessary work after receiving the order.
- 37. The University Authority has right to order the work even if there is only single technically qualified bidder provided the financial offer of such firm is within the limit of University's fund sanction and all the equipment offered are up to the mark.
- **38.** Any dispute between the Parties on matters concerning the MOU (including its interpretation) shall be resolved by mutual discussion and legal recourse shall be only as last resort, in which case the matter shall be submitted for Arbitration subject to Kokrajhar Jurisdiction only.
- 39. If Bodoland University at any stage, based on an objective examination and scrutiny set out through a due process considers, that the firm has failed to make progress in the implementation of the work schedule or is otherwise incapable of completing the project work as stipulated or has failed to maintain the quality of work to the satisfaction of Bodoland university, the Bodoland University may revoke this agreement wholly or partially. In that event, total amount released till date time to firm would be returned to Bodoland University within a stipulated period of 15 days from the date of revoking of the agreement and that would have no claim on the balance amount or for the work so far completed.
- **40. The firm** shall not unilaterally transfer or assign or sublet any part of this agreement wholly or partially or otherwise the conduct of said proposal to any other person, firm or company or any other institution/ organization. However, **firm** can take the help/assistance from other organization well versed with survey work only if prior written approval of the Bodoland University is obtained. Decision of the Bodoland University will be final.

- 41. No revisions, modifications or change to this agreement shall be binding until the same is acknowledged by Bodoland University and agreed to in writing.
- 42. The firm hold Bodoland University harmless from any liability claim for loss or damaged of property or injury or death of persons or any cause of action of whatsoever nature that may arise out of performance of this agreement.
- 43. In event of any disputes arising with regard to interpretation of the articles/terms of this agreement he matter shall be referred to sole arbitrator, approved by both parties and who shall be appointed by the Bodoland University. The decision of the Arbitrator on the points referred to him shall be binding on both the parties to this agreement, subject to the provisions of the Arbitration and conciliation Act of 1966.

Registrar,

# ANNEXURE-I

# TECHNICAL BID PROFORMA COMPANY PROFILE

Sl.No	Firm Details	Particulars
1.	Firm Name	
2.	Address	
3.	Registered Address	
4.	Contact Person with phone	
	numbers	
5.	Email ID	
6.	Name & designation of the personauthorized to make commitments	
7.	Type of Company	
8.	Year of Establishment	
9.	Certificate of Registration	
10.	PAN No.	
11.	GST Registration details	
12.	Details of Fee Application Fee Rs.2000/- DD No and Date, Drawn on Bank	
13.	Details of EMD EMD Rs.10,000/- DD No and Date, Drawn on Bank	
14.	TD signed on all pages and stamped	
15.	Details of gross income of the firm as evident from the Audited Statement last three financial year	

16.	Experience in dealing with	
10.	1	
	Central /State Educational	
	Institutions/ Central/State	
	Government Departments	
	(Indicate the names of the	
	Department and years of	
	dealing with those Departments	
	and	
	attach copies of contracts orders	
	placed on the firms)	
17.	User List	
18.	Affidavit on non-judicial Stamp	
	paper of Rs.10/- that there is no	
	Vigilance /other case pending	
10	-	
19.	,	
	(Attach separate sheet, if	
	required)	
19.	Additional information, if any (Attach separate sheet, if required)	

Note: This Performa shall be filled in by the bidder without which the bid may not be considered for evaluation. Documentary proof has to be enclosed for all the particulars mentioned in the Technical Bid Performa.

Authorized Signature and seal of the bidder

# TECHNICAL BID CHECKLIST CHECK LIST TO BE SUBMITTED BY THE TENDERER ALONG WITH THE TENDER AND ARRANGED ACCORDINGLY

# Mention YES/NO with the details required

SL. NO.	DOCUMENTS	YES/NO
1.	A forwarding letter duly signed by the authorized signatory	
2.	Cost of tender document in the form of Demand Draft (Rs. 2,000.00)	
3.	EMD of Rs. 10,000.00	
4.	Tender Document Signed in all the pages	
5.	Trade License/ Company Registration/ etc	
6.	GST Registration	
7.	GST Clearance Certificate	
8.	PAN Card of the Proprietor/company	
9.	Self-Declaration in original in Indian Non Judicial Paper of Rs.100.00 that the firm/company is not blacklisted/debarred by any Board or University for this deficiency in service in complying with the orders entrusted to the firm/company.	
10.	.Valid ISO 9000-2000 Registration certificate.	
11.	The firm/Company has to be profitable and should not have incurred loss in the last three financial year. Copy of profit and loss Account and Balance Sheet to be enclosed	
12.	The firm should have and average turnover of Rs.5000000.00 (Fifty Lakhs). CA certified copy be enclosed	
13.	ITR of last three financial year to be enclosed.	
14.	The firm should have registered office in Assam	
15.	The firm should have completed similar work of at least at 10 places in Assam. Work order with Completion Certificate to be enclosed.	
16.	Declaration that all the items supplied are warranted for two years and all the equipment will be replaced/repaired free of cost during the warranty period.	
17.	Declaration that rate quoted is valid for at least 5 years.	

# **DECLARATION**

We solemnly declare that we have attached all the documents mentioned here above and mentioned in the tender. We also understand that non- compliance of any document will be treated as non-respective tender and we will lose our claim to participate in the tender enquiry automatically and our tender will be liable to be rejected.

Signature of Authorised Person: Name of the AuthorisedPerson: Seal of the Company/firm

# ANNEXURE II

Tender for Design, Development and Maintenance of Official Website, Bodoland University

#### FINANCIAL BID

(To be enclosed in a separate sealed envelope)

- 1. Name of the Bidder Firm/Company
- 2. Name of the Proprietor
- 3. Address

SN.	DESCRIPTION	COST IN RUPEES
1.	Design & Development and Hosting of website costs	
2.	Maintenance Charges for 05 (Five) year	
3.	Licenses costs, Software costs etc., if any	
4.	Other charges, if any	
5.	Discounts, if any	
6.	GST and taxes, if any	
7.	TOTAL COST: [1+2+3+4-5+6]	

**Authorized Signature and seal of Tenderer Date:** 

Place:

#### ANNEXURE III

# Tender for Design, Development and Maintenance of Official Website, Bodoland University

#### **DECLARATION**

- 1. I declare that all the terms and conditions stated in the Notice Inviting Tender are acceptable to me/us and I/We shall abide by the same in case the contract is awarded to me/us.
- 2. I also declare that the specification given would strictly be maintained by me/us.
- 3. I/we understand that non-fulfillment and/or partly fulfillment of specification as made is liable for penalty as deemed fit and necessary by the University authority.
- 4. All the particulars furnished by me/us in the bid are true to the best of my/our knowledge.
- 5. I/We will also abide by the conditions that should be stipulated during the period of contract.
- 6. The decision of the authority will be accepted by me/us during and after the bid evaluation process, without any assigning reason thereof.
- 7. I/We would be strictly binding / accepting all the Clauses of Terms and Conditions of this Tender Documents.

Signature of authorized person
Date:
Full Name:
Place:
Official Seal:

# ANNEXURE IV

# Tender for Design, Development and Maintenance of Official Website, Bodoland University

# **DECLARATION**

do hereby declare that our firm is not black listed and squired/cases are pending against us by Government of India / any State Government.	
I further undertake that if the above declarate tender / contract stand to be cancelled / term	ion proves to be wrong / incorrect or misleading our inated.
Place::	
Date ::	Signature of Authorised Person
	Date:
	Place:
	Official Seal:

#### ANNEXURE V

# Tender for Design, Development and Maintenance of Official Website, Bodoland University

# **DECLARATION**

I for five years from the date of contract a	do hereby declare the rate quoted by the firm is very from the date of contract agreement.	
	Signature of Authorised Person	
	Date:	
	Place:	
	Official Seal:	