

झारखण्ड केन्द्रीय विश्वविद्यालय, राँची  
Central University of Jharkhand  
(A Central University established by an Act of Parliament of India, 2009)

# TENDER ENQUIRY DOCUMENT

(Two Bid System for Development of CUJ Website)

CENTRAL UNIVERSITY OF JHARKHAND, Brambe  
RANCHI, JHARKHAND, 835205

E Tender ID. :

**Brief Description of Goods: CUJ web-site Design, Development, Hosting and Maintenance**

**SECTION-I**

**CENTRAL UNIVERSITY OF JHARKHAND, Brambe**

**RANCHI, JHARKHAND, 835205**

**NOTICE INVITING TENDERS (NIT)**

On behalf of Registrar, Central University of Jharkhand, Brambe, Ranchi online bids are invited in two bid system (Techno-Commercial Bid and Financial Bid) from reputed, eligible and qualified firms/manufacturer for supply of following Goods:

<b>Sr. No.</b>	<b>Brief Description of Goods</b>	<b>Quantity</b>	<b>Amount of Bid Security/EMD (in Rs. or for an equivalent amount in foreign currency)</b>
	<b>Design, Development, Hosting and Maintenance of CUJ website</b>	<b>One</b>	<b>INR 50,000/-</b>

**CRITICAL DATE SHEET**

Published Date & Time	14.01.2019 – 09:00 AM
Bid Document Download/Sale Start Date	15.01.2019 – 09:00 AM
Seek Clarification Start Date	15.01.2019 – 09:00 AM
Seek Clarification End Date	11.02.2019 – 09:00 AM
Pre Bid Meeting Date & Time	29.01.2019 – 11:00 AM
Pre Bid Meeting address	CUJ Brambe
Bid Submission Start Date & Time	15.01.2019 – 09:00 AM
Bid Submission End Date & Time	12.02.2019 – 09:00 AM
Bid Opening Date & Time	13.02.2019 – 10:00 AM

**Instructions:**

1 Bids shall be submitted online only at CPPP website:

<https://eprocure.gov.in/eprocure/app> .

2. The Bidder shall download the Tender Enquiry Document directly from the websites <https://eprocure.gov.in/eprocure/app> and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.

3. The complete bidding process is online. Bidders should be possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.

4. Bidders are advised to follow the instructions provided in the “Instructions for Online Bid Submission” in Para No. 11 of GIB of Tender Enquiry Document.

5. Bidders are advised to visit this website regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.

6. Intending bidder are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of bid, for any corrigendum.

7. The documents to be submitted in their bid may be scanned with 100 dpi with black and white option which helps in fast uploading.

8. The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favour of the **Registrar, Central University of Jharkhand, Brambe, Ranchi** The original Earnest Money/Bid Security must be delivered to **Registrar, Central University of Jharkhand, Brambe,** till bid opening date and time as mentioned in “Critical Date Sheet” failing which the bid shall be summarily rejected.

## SECTION - II

### GENERAL INSTRUCTIONS TO BIDDERS (GIB)

#### A. PREAMBLE

#### 1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

#### 1.2. Definitions:

- (i) "Purchaser" means the organization i.e. Central University of Jharkhand, Brambe, Ranchi - 835205 purchasing Design, Development, Hosting and Maintenance of CUJ website as incorporated in the Tender Enquiry Document.
- (ii) "Bid" means Quotation/Tender received from a Firm/Tenderer/Bidder.
- (iii) "Bidder" means Tenderer/the Individual or Firm submitting Bids/ Quotation/Tender
- (iii) "Supplier" means the individual or the firm supplying the Hosting and Maintenance of Website as incorporated in the contract/purchase order.
- (iv) "Goods" means all articles, material.
  
- (v) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) "Bid Security" (BS) means Earnest Money Deposit/monetary or financial guarantee to be furnished by a bidder along with its tender.
- (vii) "Contract" means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) "Consignee" means the Center/Hospital/Department/Sections /person to whom the goods are required to be delivered as specified in the Contract.
- (x) "Specification" also called Technical Specifications means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement mentioned in the contract to determine conformity.
- (xii) "Day" means calendar day.

## **Abbreviations:**

- (i) "ATE" means Advertised Tender Enquiry
- (ii) "NIT" means Notice Inviting Tenders.
- (ii) "GIB" means General Instructions to Bidders
- (iii) "SIT" means Special Instructions to Bidders
- (iv) "GCC" means General Conditions of Contract
- (v) "SCC" means Special Conditions of Contract
- (vi) "LC" means Letter of Credit
- (vii) "DP" means Delivery Period
- (viii) "BG" means Bank Guarantee
- (ix) "GST" means Goods & Service Tax
- (x) "CD" means Custom Duty
- (xi) "BL" means Bill of Lading
- (xii) "FOB" means Free on Board
- (xiii) "CIF" means Cost, Insurance and Freight
- (xiv) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xv) "INCOTERMS" means International Commercial Terms as on the date of Bid Opening
- (xvi) "CAMC" means Comprehensive Annual Maintenance Contract (labour, spare and preventive maintenance)

## **2. Introduction**

- 2.1 The Purchaser has issued these Tender Documents for purchase of goods and related services as mentioned in Section – VI – "List of Requirements", which also indicates, inter alia, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instructions to Bidders") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.
- 2.3 The bidder shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.
- 2.4 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the Tender Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Tender Documents may result in rejection of its Bid.

## **3. Availability of Funds**

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

#### **4. Language of Bid**

- 4.1 The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

#### **5. Eligible Bidders**

- 5.1 This Invitation for Tenders is **open** to all bidders who fulfill the eligibility criteria Specified in these documents.

#### **6. Eligible Development, Hosting and Maintenance of Website**

- 6.1 All services for Design, Development, Hosting and Maintenance of Website to be provided under the Contract shall have their origin in India. The term "origin" used in this clause means the place where the goods/services are mined, grown, produced, or manufactured or From where the related services are arranged and supplied.

#### **7. Bid Expense**

- 7.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, uploading of its bid and for Subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the Tender process.

### **B. TENDER ENQUIRY DOCUMENT**

#### **8. Content of Tender Enquiry Document**

- 8.1 In addition to Section I – "Notice Inviting Tender" (NIT), the Tender Enquiry Document includes:

- Section II – General Instructions to Bidders (GIB)
- Section III – Special Instructions to Bidders (SIB)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications & General Points
- Section VIII – Qualification Criteria
- Section IX – Tender Acceptance Form
- Section X – Price Schedules (BoQs)
- Section XI – Bank Guarantee Form for Bid Security
- Section XII – Bank Guarantee Form for Performance Security/CAMC Security
- Section XIII – Contract Forms A & B

8.2 The relevant details of the required Design, Development, Hosting and Maintenance of Website, the terms, conditions and procedure for Tender, bid evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc to proceed further.

## 9. Corrigendum to Tender Enquiry Document

9.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it

9.2 Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> only.

9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the purchaser may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.

## 10. Clarification of Tender Enquiry Document

10.1 A bidder requiring any clarification or elucidation on any issue of the Tender Enquiry Document may take up the same with the purchaser through CPP Portal only. The purchaser will respond through CPP Portal to such request provided the same is uploaded within the time schedule mentioned in "Critical Date Sheet".

## C. PREPARATION OF BIDS

### 11. Documents Comprising the Bid

11.1 The **Two Bid System**, i.e. "Techno – Commercial Bid" and "Price Bid" prepared by the bidder shall comprise the following:

#### A) Techno – Commercial Bid (Un-priced Bid)

- i) Scanned copy of "EMD/Bid Security" furnished in accordance with GIB clause 19.1 alternatively, documentary evidence as per GIB clause 19.2 for claiming exemption from payment of EMD/Bid security to be uploaded.
- ii) Scanned copy of "Technical Specifications Quoted" as per Section- VII of Tender Enquiry Document viz-a-viz technical specification of the quoted equipment to be uploaded.
- iii) Scanned copy of "Technical Brochure/Catalogue of OEM of quoted equipment" detailing its technical parameters to be uploaded.
- iv) Scanned copy of "Tender Acceptance Form" as per Section IX to be uploaded.
- v) Scanned copy of "Performance Statement" as per Section VIII along with relevant copies of orders and End Users' satisfaction certificate to be uploaded
- vi) Scanned Copy of GST Registration Certificate to be uploaded.

The Scanned Copies of following documents, wherever applicable may be uploaded under "Other Important Documents":

- vii) Scanned copy of Documentary evidence, as necessary in terms of clauses 5 and 17 of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the contract if its bid is accepted to be uploaded.
- viii) Bidder who quotes for goods manufactured by other manufacturer shall upload scanned copy of “Manufacturer’s Authorization Form” as per Section XIII. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer’s Authorization Form to be uploaded.
- ix) Scanned copy of Power of Attorney in favor of signatory of Tender/Bid and signatory of Manufacturer’s Authorization Form to be uploaded.
- x) Scanned copy of Documents and relevant details to establish in accordance with GIB clause 18 that the goods and the allied services to be supplied by the bidder conform to the requirement of the Tender Enquiry Document to be uploaded.
- xi) Scanned copy of Documents confirming to Sole Proprietorship/ Partnership/Private Limited Firm in the country of origin as the case may be to be uploaded.

**Note:**

1. It is the responsibility of bidder to go through the Tender Enquiry Document to ensure uploading all required documents in addition to above, if any.

**B) Price Bid:**

Price Schedule(s) as per BoQ format filled up with all the details including Make, Model etc. of the goods offered to be uploaded.

**Schedule of price bid in the form of BOQ\_XXXX.xls**

The below mentioned (Section X) price bid format is provided as BoQ\_XXXX.xls along with this Tender Enquiry Document at [https:// eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with CUJ, Brambe,Ranchi.

11.2 The authorized signatory of the bidder must digitally sign the bid. Individuals digitally signing the bid or other documents connected with a contract must specify whether he signs as:

- i. A ‘Sole Proprietor’ of the firm or constituted attorney of such Sole Proprietor.
- ii. In case of partnership firm he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
- iii. Constituted attorney of the firm if it is a company.

**Note:**

1. In case of (ii) above, a copy of the partnership agreement duly registered with “Registrar of Firm’s” or general power of attorney, in either, case, attested by a Notary Public should be uploaded, or affidavit on stamped paper of all the

partners admitting execution of the partnership agreement or the general power of attorney should be uploaded.

2. In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm and uploaded.
3. Person digitally signing the Tender Acceptance Form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.

11.3 A bid, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

11.4 Bid sent by fax/email shall be ignored.

## **12. Bid Currencies**

12.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).

12.2 Bids, where prices are quoted in any other way shall be treated as non -responsive and rejected.

## **13 Bid Prices**

13.1 The Bidder shall indicate on the Price Schedule provided in BoQ all the specified components of prices shown therein including the unit prices, applicable taxes and total bid prices of the Hosting and Maintenance of Website it proposes to supply against the requirement. All the columns shown in the Price Schedule should be filled up as required.

13.2 If there is more than one schedule in the “List of Requirements”, the bidder has the option to submit its bid for any one or more schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of Hosting and Maintenance of Website as specified in that particular schedule.

13.3 The quoted prices for goods/services offered from within India and that for goods/service offered from abroad are to be indicated separately in the applicable Price Schedules in BoQ.

13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding Price Schedule shall be entered separately in the following manner:

- a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/off-the-shelf, as applicable, including packing charges and GST and Custom Duty

already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;

- b) Any taxes and duty, which will be payable on the goods in India if the contract is awarded;
- c) Charges towards Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
- d) The price of Incidental Services (including installation & commissioning, supervision, demonstration and training), at the consignee site as mentioned in List of Requirements, Technical Specification and Price Schedule;
- e) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) The price of contract, as mentioned in List of Requirements, Technical Specification and Price Schedule.

### **13.5 Additional information and instruction on Taxes and Duties:**

#### **13.5.1 GST (Goods & Services Tax)**

If the bidder desires to ask for GST (Design, Development, Hosting and Maintenance of Website tax) to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of GST and no claim for the same will be entertained later.

### **14. Indian Agent**

14.1 If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's commission, if any, in a manner described under GIB sub clause 12.1 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of service outlets in India, nearest to the consignee(s), to render services during contract period.

### **15. Firm Price**

15.1 Unless otherwise specified in the SIB, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIB clause 13 will apply.

## **16. Alternative Models**

- 16.1 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same Advertised Tender Enquiry for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same Advertised Tender Enquiry.
- 16.2 One Principal/OEM cannot authorized two agent simultaneously for the same item against same Advertised Tender Enquiry.

## **17 Documents Establishing Bidder's Eligibility and Qualifications**

- 17.1 Pursuant to GIB clause 11, the bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its bid is accepted.
- 17.2 The documentary evidence needed to establish the bidder's qualifications shall fulfill the following requirements:
- a) In case the bidder offers to supply goods/services, which are manufactured/provided by some other firm, the bidder has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIII in this document.
  - b) In case the bidder is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

## **18. Documents establishing goods/services Conformity to Tender Enquiry Document.**

- 18.1 The bidder shall upload in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the Design, Development, Hosting and Maintenance of Website offered in the bid fully conform to the Design, Development, Hosting and Maintenance of Website specified by the purchaser in the Tender Enquiry Document. For this purpose the bidder shall also upload a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Tender Enquiry Document to establish technical responsiveness of the Design, Development, Hosting and Maintenance of Website offered in its bid.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.
- 18.3 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the Hosting and Maintenance of Website offered by it, its bid will be

liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

## **19. Bid Security (BS)/EMD**

- 19.1 Pursuant to GIB clauses 8.1 and 11.1 A (i) the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Tenders (NIT). It is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The original Earnest Money/Bid Security must be delivered to address as given in NIT till bid opening date and time as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD may be uploaded along with the bid.
- 19.3 The bidders who are currently registered with MSME for the specific goods/services as per Tender document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration issued by department of MSME.
- 19.4 The Bid Security shall be denominated in Indian Rupees. The Bid Security shall be furnished in one of the following forms:
- i) Account Payee Demand Draft/ Banker's cheque
  - ii) Fixed Deposit Receipt
  - iii) Bank Guarantee
- 19.5 The demand draft or banker's cheque shall be drawn on any commercial bank in India of the bidder, in favor of as indicated in the NIT payable at Ranchi. In case of Bank Guarantee, the same is to be provided from any commercial bank in India of the bidder as per the format specified under Section XII in these documents.
- 19.6 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid as per Clause 20 of GIB is 270 days, the Bid Security shall be valid for 315 days from Techno – Commercial Bid opening date.
- 19.7 The Bid Security of unsuccessful bidders will be returned without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
- 19.8 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

19.9 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

## **20. Bid Validity**

20.1 If not mentioned otherwise in the SIB, the bid shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of bid opening prescribed in the Tender Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

20.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.

20.3 In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

## **21. Signing of Bid**

21.1 The bidders shall submit their online bids as per the instruction for online bid process contained in GIB Clause 11.

## **22. Instructions for Online Bid Submission:**

22.1 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

## **23. REGISTRATION ON CPP PORTAL:**

23.1 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrolment**" on the CPP Portal which is free of charge.

23.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

23.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

- 23.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 23.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 23.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **24. SEARCHING FOR TENDER ENQUIRY DOCUMENT**

- 24.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 24.1.1 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 24.1.2 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **25. PREPARATION OF BIDS**

- 25.1 **Bidder** should take into account any corrigendum published on the tender document before submitting their bids.
- 25.2 Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 25.3 Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.

25.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **D. SUBMISSION OF BIDS**

##### **26. Submission of Bids**

- 26.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 26.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.
- 26.3 Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.
- 26.4 Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Enquiry Document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 26.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 26.6 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
27. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is

uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 1) The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
- 2) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 3) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **28. ASSISTANCE TO BIDDERS**

- 28.1 Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.
- 28.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk

## **E. BID OPENING**

### **29. Opening of Bids**

E- Bids will be opened after due time and date and the bidders may check the status etc. on CPP Portal.

## **F. SCRUTINY AND EVALUATION OF BIDS**

### **30. Basic Principle**

- 30.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Tender Enquiry Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

### **31. Scrutiny of Bids**

- 31.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.
- 31.2 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 31.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender

Enquiry Document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

- 31.4 The following are some of the important aspects, for which a bid shall be declared non-responsive during the evaluation and will be ignored;
- (i) Tender Acceptance Form as per Section IX (signed & stamped) not uploaded.
  - (ii) Bid validity is shorter than the required period.
  - (iii) Required Bid Security (Amount, validity etc.)/exemption documents have not been uploaded as per stipulated provisions.
  - (iv) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XIII.
  - (v) Bidder has not agreed to give the required Performance Security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
  - (vi) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, applicable law.
  - (vii) Poor/unsatisfactory past performance.
  - (viii) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
  - (ix) Bidder is not eligible as per Clauses 5, 6 & 17 of GIB.
  - (x) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
  - (xi) Bidder has not agreed for the delivery terms and delivery schedule.

### **32. Minor Infirmary/Irregularity/Non-Conformity**

- 32.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

### **33. Qualification Criteria**

- 33.1 Bids of the bidder, who have not uploaded required documents or do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non-responsive and will not be considered further.

### **34. Schedule-wise Evaluation**

- 34.1 In case the List of Requirements contains more than one schedule, the responsive bids will be evaluated and compared separately for each schedule. The bid for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the bid. However, as already mentioned in GIB sub clause 13.2, the bidders have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful bidder for each schedule, subject to bidder (s) being responsive.

### **35. Comparison of Bids**

- 35.1. Unless mentioned otherwise in Section – III – Special Instructions to bidder and Section – VI – List of Requirements, the comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis. The quoted prices for Design, Development, hosting and maintenance of website will also be added for comparison/ranking purpose for evaluation. However the payment of goods/services shall be made to the successful bidder at approved rates.

### **36. Additional Factors and Parameters for Evaluation and Ranking of Responsive Bidders**

- 36.1 Further to GIB Clause 34 above, the purchaser's evaluation of a bid will include and take into account the following:
- i) In the case of goods/services manufactured in India or goods of foreign origin already located in India, GST which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and
- 36.2 The purchaser's evaluation of bid will also take into account the additional factors, if any, incorporated in SIB in the manner and to the extent indicated therein.
- 36.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids.

### **37. Bidder's capability to perform the contract**

- 37.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 37.2 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Tender Enquiry Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

### **38. Contacting the Purchaser**

- 38.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to NIT /Tender Enquiry Document and/or its bid, it should do so only through CPP portal.
- 38.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

## **G. AWARD OF CONTRACT**

### **39. Purchaser's Right to accept any bid and to reject any or all bids.**

39.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the Tender process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

### **40. Award Criteria**

40.1 Subject to GIT clause 40 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIB Clause 38.

### **41. Variation of Quantities at the Time of Award/Currency of Contract**

41.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of Design, Development, Hosting and Maintenance of Website mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.

41.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of Design, Development, Hosting and Maintenance of Website mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

### **42. Notification of Award**

42.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder (s) in writing, by registered/speed post or by fax/email (to be confirmed by registered/speed post) that its bid for Goods & Services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within thirty days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 5 of GCC under Section IV.

42.2 The Notification of Award shall constitute the conclusion of the Contract.

### **43. Issue of Contract**

43.1 Promptly after notification of award, the Purchaser will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.

43.2 Within twenty one days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser/by registered/speed post/courier.

43.3 The Purchaser reserves the right to issue the Notification of Award consignee wise.

**44. Non-receipt of Performance Security and Contract by the Purchaser**

44.1 Failure of the successful bidder in providing Performance Security and / or returning contract copy duly signed in terms of GIB clauses 43 and 44 above shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser it as per the clause 24-Termination of default of GCC under Section IV.

**45. Return of Bid Security/EMD**

45.1 The Bid Security/EMD of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of Clause 19 of GIB.

**46. Publication of Bid Result**

46.1 The name and address of the successful bidder (s) receiving the contract(s) will be mentioned in the CPP Portal.

**H. CORRUPT OR FRADULENT PRACTICES**

**47. Corrupt or Fraudulent Practices**

47.1 It is required by all concerned namely the Bidder /Suppliers/ Purchaser/ Consignee/End User etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

### SECTION – III

#### SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

<b>Sl. No.</b>	<b>GIB Clause No.</b>	<b>Topic</b>	<b>SIB Provision</b>
A	1 to 7	Preamble	No Change
B	8 to 10	Tender Enquiry Document	No Change
C	11 to 25	Preparation of Bids	No Change
D	26 to 28	Submission of Bids	No Change
E	29	Bid Opening	No Change
F	30 to 39	Scrutiny and Evaluation of Bids	No Change
G	40 to 47	Award of Contract	No Change
H	48	Corrupt or Fraudulent Practices	No Change

## SECTION - IV

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this contract to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

#### 2. Use of contract documents and information

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

#### 3. Performance Security

- 3.1 Within Thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to ninety (90) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 3.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XIV of this document in favour of the Purchaser. The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to ninety (90) days beyond Warranty Period.

- 3.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for contract security as per Performa in Section XIV, the amount of the performance security is liable to be forfeited. The needful

will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

3.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

3.5 Subject to GCC sub – clause 5.3 above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CAMC security in favor of concerned Registrar, Central University of Jharkhand, Brambe, Ranchi - 835205 as per the format in Section XIV.

#### **4. Technical Specifications and General Points**

4.1 The Goods & Services to be provided by the supplier under this contract shall conform 'Technical Specification' under Sections VII of this document.

#### **5. Terms of Delivery**

5.1 Services shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

#### **6. Incidental Services**

6.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services:

- i) Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods/services.
- ii) Turnkey work (if any).

#### **7. Uptime & Downtime Penalty Clause:**

(a) The contractor should provide uptime guarantee of 99.99% during the contract period.

(b) During the contract period, desired uptime of 99.99% of 365/366 (Leap Year) days (24 hrs.), if downtime more than 15 minutes in any single day, the contract period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25% of the total cost of contract per day will be liveable for the excess downtime period. Complaints should be attended properly, maximum within 10 minutes.

## **8. Assignment**

- 8.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

## **9. Sub Contracts**

- 9.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract, if not already specified in its bid. Such notification, in its original bid or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

- 9.2 Sub contract shall be only for bought out items and sub-assemblies.

## **10. Modification of Contract**

- 10.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods/services to be supplied under the contract are to be specially manufactured for the purchaser,
- b) Incidental services to be provided by the supplier
- c) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

- 10.2 In the event of any such modification/alteration causing increase or decrease in the cost of Design, Development, Hosting and Maintenance of Website to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser the supplier shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser's amendment/modification of the contract.

## **11. Prices**

- 11.1 Prices to be charged by the supplier for Design, Development, hosting and maintenance of website and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its bid and incorporated in the contract except for any price adjustment authorized in the SCC.

## **12. Taxes and Duties**

- 12.1 Supplier shall be entirely responsible for GST incurred until delivery of the contracted services to the purchaser.
- 12.2 Further instruction, if any, shall be as provided in the SCC.

### **13. Terms and Mode of Payment**

#### **13.1 Payment Terms**

Payment shall be made through electronic transfer in NEFT/RTGS subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

- (a) The consignee will enter into rate contract with the supplier at the rates as stipulated in the contract. The payment will be made on six monthly basis after satisfactory completion of said period, duly certified by the Technical Cell, CUJ, Ranchi.**
- (b) The supplier shall not claim any interest on payments under the contract.
- (c) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- (d) The payment shall be made in the currency/currencies authorised in the contract.
- (e) The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.
- (f) While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that, payment has been fulfilled as required under the contract.
- (g) While claiming reimbursement of duties, taxes etc. (like GST, etc.) from the Purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, the supplier shall refund to the Purchaser forthwith.

### **14. Delivery**

14.1 The supplier shall deliver the goods/perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.

14.2 Subject to the provision under GCC clause 20, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the Contract for default

- 14.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods/performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 14.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (a) The Purchaser shall recover from the supplier, under the provisions of the clause 17 of the General Conditions of Contract, Liquidated Damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty and GST which takes place after the expiry of the date of delivery stipulated in the contract.
- 14.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the purchaser.

## **15. Liquidated Damages**

- 15.1 Subject to GCC clause 20, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract as per GCC 18.

During the above-mentioned delayed period of supply and/or performance, the conditions incorporated under GCC sub-clause 16.4 above shall also apply.

## **16. Termination for Default**

- 16.1 The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods/services or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 16.3 and 16.4.
- 16.2 The Performance Security in such cases will be forfeited.
- 16.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

## **17. Termination for Insolvency**

- 17.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

## **18. Force Majeure**

- 18.1 Notwithstanding the provisions contained in GCC clauses 16, 17 and 19, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 18.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non  
– performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management and freight embargoes.
- 18.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 18.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period

exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

- 18.5 In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above subparagraphs.

## **19. Termination for Convenience**

- 19.1 The Purchaser reserves the right to terminate the contract, in whole or in part for Purchaser's convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

- 19.2 The Design, Development, Hosting and Maintenance of Website which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the

Purchaser following the contract terms, conditions and prices. For the remaining Design, Development, Hosting and Maintenance of Website, the Purchaser may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and/or
- b) To cancel the remaining portion of the Design, Development, Hosting and Maintenance of Website and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the Hosting and Maintenance of Website.

## **20. Governing Language**

- 20.1 The contract shall be written in English language following the provision as contained in GIB clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be Written accordingly in that language.

## **21. Notices**

- 21.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by Facsimile/email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

- 21.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

## **22. Resolution of Disputes**

- 22.1 If dispute or difference of any kind arises between the Purchaser/Consignee and the supplier in connection with or relating to

the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

- 22.2** If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 and as amended from time to time.
- 22.3** In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration to be appointed by the Registrar, CUJ. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs.1,00,000/-)
- 22.4** **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., Ranchi, India.
- 22.5** **Jurisdiction of the court** will be from the place where the Tender Document has been issued, i.e., Ranchi, India

**23. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

## SECTION – V

### SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) (including Important Guidelines) will apply for this contract. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

**The conditions of service contract will be as mentioned in the list of requirement as per section VI of the Tender Enquiry Document.**

#### **Important guidelines**

- a. The vendor has to share source code of product with CUJ, Ranchi from time to time.
- b. All material/product and related codes would be property of CUJ, Ranchi and vendor would have no claim over the same in future.
- c. All content should be stored and kept confidential and vendor should not reuse/ replicate/ transfer the same to anyone else.
- d. The vendor should provide all admin/ user manuals.
- e. The vendor should also provide support for all future upgrades/ initiatives of CUJ, Ranchi related to website.
- f. The vendor must handover the complete and latest back-up of the website to the new vendor or designated official of the university (as and when required) along with all necessary assistance including password under intimation to the Technical Cell, CUJ, Brambe.
- g. The downtime should not more than 15 minutes in any one single day and not more than 45 minutes in a period of 30 days.

\*\*\*\*\*

## SECTION – VI

### LIST OF REQUIREMENTS

#### Part I

Sl. No.	Name of Equipment	Consignee	Total Quantity	Contract period
1	Design, Development, Hosting and Maintenance of CUJ website	Registrar, Central University of Jharkhand, Brambe Ranchi 835205	One	05 years

#### Part II: Required Delivery Schedule:

Installation and Commissioning of services shall be done at the earliest but not later than 7 days of after award of contract/letter of intent.

For delayed delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 17.



## Section – VII

### TECHNICAL SPECIFICATION AND SPECIAL TERMS & CONDITIONS

#### Specifications for tender for hosting [cuj.ac.in](http://www.cuj.ac.in) on a dedicated server for CUJ website ([cuj.ac.in](http://www.cuj.ac.in))

1. Hosting of [cuj.ac.in](http://www.cuj.ac.in) on dedicated server (to be provided by the vendor) with unlimited bandwidth (Technical Specifications given hereunder).
2. Hosting charges will be for hosting the website for **five years** with option to terminate it anytime if work of the vendor is dissatisfactory/not up to requirements of CUJ. Payment will be made half yearly basis (post service -no advance payment) prorata.
3. Vendor should be able to port the existing CMS based web <http://www.cuj.ac.in> to its new CMS based dedicated server seamlessly without downtime.
4. Vendor should be able to port the existing [cuj.ac.in](http://www.cuj.ac.in) mail services to its new server and continue to run the mail server being hosted seamlessly without downtime and provide hassle free email facility throughout contract period.
5. The vendors should have at least 3 years experience in hosting and maintenance of similar websites of Govt./reputed Institute.
6. The vendor must handover the complete and latest back-up of the website to the new vendor (as and when required) along with all necessary assistance including password under intimation to the Technical Cell, CUJ, Ranchi.

Components	Features
Server	Dedicated server- Octa Core-Intel Xeon Or Higher
RAM	16 GB or Higher
CPU	8 cores (8x2.3 GHz) or Higher
Primary HDD	2 T.B (1 T.B. *2)
Raid	Yes
Bandwidth	Unlimited
Uplink Port	1000 Mbps
OS	Centos or Higher
Control panel	Yes
Domains	Unlimited
Email Accounts	Unlimited
Dedicated IP	Yes
Anti-Spam/Anti-virus	Yes
Software Firewall	Enabled
Back up Space	2 T.B.
Managed Support	Fully Managed
Location	India
Load Balancing	Dynamic Load balancing with Dynamic DNS on equivalent server
On failover	Second equivalent server should take over control automatically without any delay
Mirroring	Dynamic Mirroring (URL of the mirroring site should be provided to AIIMS)
SSL Certification	Yes, Wild Card

#### **TENDERS INVITED FOR Design, Development, Hosting and Maintenance of CUJ website**

1. Specification for Maintenance of CUJ Website **1. Technical Specifications as per Annexure - I**

## Annexure - I

Proposals are invited from agencies/companies having expertise in web related software design, development, hosting, maintenance and uploading as per the guidelines of Govt of India with cyber security features

### **Proposal of web-site Development**

#### **[B] Scope of work**

1. Creation of a dynamic website with International standards.  
Compliance for GIGW and other Government guidelines: The vendor has to through Government technical auditor etc. Where CUJ staff would facilitate for the same. **[Annexure II]**  
Website needs to be design with all dynamic features for updatation and prescribed web accessibility features as below
  - Least site opening time
  - Clean and professional design
  - Website reflect our organization indent
  - Search engine friendly website
  - Security of website.
2. During all the phases of web site development required inputs will be provided by CUJ Tech Cell.
3. Vendor will be responsible for Hosting and publishing the website.
4. CUJ Tech Cell will finalize the design /layout of the website.
5. Maintenance of website (for Five years) in consultation with CUJ Technical Cell: The vendor has to deploy sufficient technical, graphics, language experts to maintain and update the website. The website needs to be updated in order to accommodate any future changes and requirements at CUJ. E.g. integration of cataloguing software with website; integration of mobile application with website content etc. And as per the further requirement of University time to time
6. Transfer and editing of existing content to new website.
7. Web site should be bilingual in Hindi and in English. Editing of English/Hindi content wherever required.
8. The system should be developed based on Open Standard to facilitate Backend integration with various applications created by CUJ from time to time and support for the same.
9. Provision of creating and developing online forms with proper data base connectivity with user/admin login facility along with report generation.
10. Feature of sending bulk SMS, email etc. Through portal.

#### **[C] Features of the Website**

1. Display information in Hindi\English.
2. **Rich User Interface ( Web 2.0 ) based on framework like Bootstrap.**
3. Enterprise Content Management System (ECM ).
4. Interactive multimedia oriented web page design.
5. Multiple banner of inner page.

6. **Should support HTML5, CSS3, Java Scripts Framework like JQuery and other necessary futuristic frameworks.**
7. **Design of the website as per the GIGW guideline and W3C guideline.**
8. Compatible to the browser like Chrome, Mozilla Firefox, Internet Explorer, Safari, Opera etc.
9. The system should be Operating System Independent
10. Should support responsive page design compatible to multiple size screens (computer, tablet, mobiles and any other)
11. Should be able to support Video Content without Plugins.
12. Support to Search Engine Optimization.
13. Should support encryption.
14. Social Media integration and interactivity
15. The complete web site development ( Front End /Back End) should be on open source platform.
16. Development procedure should follow the SDLC.
17. **Language --- Java / .Net / NodeJS / PHP**
18. **Industries standard database ( RDBMS , MySQL , PostgreSQL )**
19. *Admin/user panels, online forms, interactions etc.*
20. Interactive and any other useful features required.
21. Live Video streaming facility of any event like Convocation etc.

**[D] Important**

1. Source code of the project should be as per the software development Coding Standards.
2. The vendor has to share source code of product with CUJ technical cell.
3. All material/ product and related codes would be property of CUJ and vendor would have no claim over the same in future.
4. All content should be stored and kept confidential and vendor should not reuse/ replicate/ transfer the same to anyone else.
5. The vendor should provide all admin/ user manuals along with complete training to CUJ technical cell.
6. The vendor should also provide support for all future upgrades/ initiatives of CUJ related to website.

**[E] Timelines**

S. No.	Activities	Timeframe (from the award of contract)
1	Basic template design and approval	15 days
2	Final website design and approval	15 days
3	User Acceptance Testing (UAT) of the system	10 days
4	Go-Live of the Website	20 Days
5	Maintenance	Ongoing activity

**[F] Period of Completion**

The entire work is required to be completed in all respects within Two months from the date of issue of the acceptance letter. Time is the essence of contract. The bidder/s will be required to maintain speedy and required progress to the satisfactions of CUJ to ensure that the work will be completed in all respects within the stipulated period failing which action may be taken by the CUJ Administration.

## **Annexure II – Guidelines for Indian Government Websites**

The attachment below provides the guidelines prepared by NIC which contains procedures for development and management of Government websites and portals in India. The guidelines are also available at <http://web.guidelines.gov.in>  
Guidelines for Indian Govt Websites.pdf

### Important guidelines

- The vendor has to share source code of product with CUJ, Ranchi from time to time.
- All material/product and related codes would be property of CUJ, Ranchi and vendor would have no claim over the same in future.
- All content should be stored and kept confidential and vendor should not reuse/ replicate/transfer the same to anyone else.
- The vendor should provide all admin/user manuals.
- The vendor should also provide support for all future upgrades/initiatives of CUJ, Ranchi related to website.
- The downtime should not more than 15 min in any one single day and not more than 45 minutes in a period of 30 days.

\*\*\*\*\*

## Section – VIII

### Qualification Criteria

1. In case the service provider does not quote directly, they may authorise their authorized agent as per Proforma of “Manufacturer Authorization Form” as given in the Tender Enquiry Document to quote and enter into a contractual obligation.
2. The service provider should have 3 years experience in providing developing, hosting and maintenance services of similar website to Govt./reputed Institute from the date of Bid Opening.
3. In support of 2, the Bidder shall furnish Performance statement in the enclosed Proforma ‘A’ of Section VIII.

The Bidder shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly signed along with the bid.

4. The Purchaser reserves the right to ask for a free demonstration of the quoted hosting and maintenance services of website after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at site where such services are being provided for technical acceptability as per the Tender Enquiry Document specifications, before the opening of the Price Bid.

**PROFORMA 'A'**

**PROFORMA FOR PERFORMANCE STATEMENT**  
(For the period of last five years)

ATE No. : \_\_\_\_\_  
 Date of Bid Opening : \_\_\_\_\_  
 Name and address of the Bidder : \_\_\_\_\_  
 Name and address of the Manufacturer : \_\_\_\_\_

Order placed by (full address)	Order No. and date ##	Description (Model No.) and quantity	Value of order (Rs.)	Consignee	Date of Delivery Period			Have the goods been functioning Satisfactorily (attach documentary proof)**
					Contract	Actual	Reasons for Delay if Any	
1	2	3	4	5	6	7	8	9

We hereby certify that the details of all orders received in last 5 years of quoted services of developing, hosting & maintenance of website has been furnished. We hereby further certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security.

**Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Bidder** \_\_\_\_\_

**Seal of the Bidder** \_\_\_\_\_

\*\* The scanned copy of documentary proof will be a latest certificate from the consignee/end user with cross-reference of order no. and date may be uploaded

## The bidders are requested to upload the scanned copy of purchase order copies for the specific model quoted along with the Techno-commercial Bid.

**Section – IX**  
**TENDER ACCEPTANCE FORM**

**To**  
**The Registrar,**  
**Central University of Jharkhand**  
**Brambe, Ranchi, Jharkhand - 835205 India.**

Ref. Your ATE No. \_\_\_\_\_ due for opening on  
\_\_\_\_\_ *insert date*

We, the undersigned have examined the above mentioned Tender document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver

\_\_\_\_\_ (*Description of Development, Hosting and Maintenance of Website*) in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to provide the services of hosting and maintenance of website as mentioned in the Tender documents, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of “General Conditions Contract”, Section - IV read with modification, if any “Special Conditions of Contract”, in Section - V, for due performance of the contract.

We agree to keep our bid valid for acceptance as required in the “General Instruction to Bidders”, read with modification, if any in “Special Instructions to Bidders”, Section – III or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred advertised tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Universities/Departments/Institutes.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/ corrigendum if any. “We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the bid security.”

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Place: \_\_\_\_\_

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

## **SECTION – X**

### **PRICE SCHEDULE**

BoQ may be uploaded as per instructions given in Tender Enquiry Document.

**SECTION – XI**

**BANK GUARANTEE FORM FOR BID SECURITY**

Whereas \_\_\_\_\_ (Name and address of the Bidder) (*hereinafter called the "Bidders"*) has submitted its Bid dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (*hereinafter called the "Bid"*) against the purchaser's ATE No. \_\_\_\_\_

Know all persons by these presents that we \_\_\_\_\_ having our registered office at \_\_\_\_\_ (*Hereinafter called the "Bank"*) are bound unto CUJ, Ranchi (*hereinafter called the "Purchaser"*) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**The conditions of this obligation are:**

- 1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
  - a. If the bidder fails or refuses to furnish the performance security for the due performance of the contract or
  - b. If the bidder fails or refuses to accept/execute the contract or
  - c. If it comes to notice at any time, that the information/documents furnished in its Bid are false or incorrect or misleading or forged

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

This guarantee will remain in force up to \_\_\_\_\_ (*insert date of additional forty-five days after Bid validity*) and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature with date of the authorized officer of the Bank)

.....  
(Name and designation of the Officer)

.....  
(Seal, name & address of the Bank and address of the Branch)

**SECTION – XII**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY SECURITY**

WHEREAS \_\_\_\_\_ (Name and address of the supplier)  
(Hereinafter called “the supplier”)

has undertaken, in pursuance of Purchase Order/ Contract  
no \_\_\_\_\_ dated \_\_\_\_\_ to supply \_\_\_\_\_ (*insert  
description of Design, Development, Hosting and Maintenance of Website*)  
(Hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of \_\_\_\_\_ (insert  
*Amount of the guarantee in words and figures*), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

.....  
(Signature with date of the authorized officer of the Bank)

.....  
Name and designation of the officer  
.....

.....  
Seal, name & address of the Bank and address of the Branch

**SECTION – XIII**

**CONTRACT FORM - A**

**CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING,  
HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS**

**Central University of Jharkhand**

*(Insert Name of concerned Centre/ Department/Section)*

**Brambe, Ranchi - 835205**

Contract No \_\_\_\_\_ dated \_\_\_\_\_

To

\_\_\_\_\_

*(insert name of Supplier with address)*

**This is in continuation to this office's Notification of Award  
No \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of the Supplier: \_\_\_\_\_
2. ATE No of Tender Documents: \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the Purchaser
3. Supplier's Bid No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this Tender Document.
4. In addition to this Contract Form, the following documents etc, which are included in the Tender Documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Acceptance Form uploaded by the supplier;
- (vii) Price Schedule(s)/BoQ uploaded by the supplier in its Bid;
- (viii) Manufacturers' Authorization Form (if applicable);
- (ix) Purchaser's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – **“General Instructions to Bidders”** of the Tender Enquiry Document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) Brief particulars of the Design, Development, Hosting and Maintenance of Website which shall be supplied/provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: \_\_\_\_\_  
 Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

(ii) Delivery schedule: \_\_\_\_\_

(iii) Details of Performance Security required: \_\_\_\_\_

(v) Destination and dispatch instructions: \_\_\_\_\_

(vi) Consignee: \_\_\_\_\_

6. Warranty clause:

7. Payment terms:

**Note:** The existing vendor must handover the complete and latest backup of the website to the new vendor along with all necessary assistance including password under intimation to the Computer Facility.

\_\_\_\_\_  
 (Signature, name and designation of the Purchaser authorized official) For  
 and on behalf of Registrar, CUJ

Received and accepted this contract

\_\_\_\_\_  
 (Signature, name and address of the supplier's executive duly authorized to sign on  
 behalf of the supplier)

For and on behalf of \_\_\_\_\_

*(Insert Name and address of the supplier)*

(Seal of the Supplier)

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

Place: \_\_\_\_\_

Microsoft Excel interface showing a Bill of Materials (BOQ) for a tender. The BOQ is titled "PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)".

**Name of Work:** RATE CONTRACT FOR HOSTING AND MAINTENANCE OF WEBSITE

**Contract No.:**

**Name of the Bidder/ Bidding Firm / Company:**

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units (Please quote for Twelve months)	BASIC RATE In Figures To be entered by the Bidder in Rs.	GST IN %	SAC(Service Accounting Code)	TOTAL AMOUNT Without Taxes Rs.	TOTAL AMOUNT With Taxes Rs.	TOTAL AMOUNT In Words
1	Title									
1.01	HOSTING AND MAINTENANCE OF WEBSITE	item1	1	month				0.00	0.00	INR Zero Only
<b>Total in Figures</b>								<b>0.00</b>	<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>										INR Zero Only

**GST Entry**  
Please enter the GST in Rupees for this item.

Ready | BoQ1 | 75% | 13:45 | 16-11-2018

BOQ for this e-tender