



**STATE APPELLATE AUTHORITY,**

**5 C – D, NIYOJAN BHAWAN, PATNA-1**

**TEL. NOS. 0612- 2529569, Fax no : 0612/ 2529569 &**

**Website : [www. stateappellateauthority.in](http://www.stateappellateauthority.in)**

**Email- [stateappellateauthority@gmail.com](mailto:stateappellateauthority@gmail.com)**

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## **BID DOCUMENT FOR**

**HIRING OF SERVICES FOR PLANTS WITH MAINTAINANCE**

### **Invitation for Bids**

State Appellate Authority(SAA) invites sealed bids, under two envelop system, from eligible bidders for Hiring of Software Services for State Appellate Authority. Interested eligible bidders may obtain further information from the office of State Appellate Authority,5C-5D, Niyojan Bhawan, Bailey Road, Patna 800001

Bids are invited for the work/ contract mentioned here under:

S No.	Particular	Description
1.	Scope of Work	HIRING OF SERVICES FOR PLANTS WITH MAINTAINANCE
2.	Cost of Bid Document	Rs 200/- (Non-refundable) by Demand Draft/Deposit in Authority's bank account no <b>8531101013461</b> in Canara Bank (Vidyut Bhawan, Patna) IFSC code- <b>CNRB0008531</b>
3.	Pre Bid Meeting	11.00 AM, on 05.01.2018
4.	Last date for submission of Bid	On 16.01.2018 up to 16.00 Hrs
5.	Date of opening of technical bid	On 16.01.2018 at 17.00 Hrs
6.	Bid security	Rs 5,000/-(Rs Five Thousands Only) in the form of Demand Draft in favor of the State Appellate Authority, payable at Patna
7.	Place of opening of bids	State Appellate Authority 5c-5d, Niyojan Bhawan, Bailey Road. Patna 800001
8.	Address for communication	State Appellate Authority 5C-D, Niyojan Bhawan, Bailey Road. Patna 800001

Note - Bid Document can be downloaded from the website [www.stateappellateauthority.in](http://www.stateappellateauthority.in). In case Bid form has been downloaded from the website, the Bidder will have to enclose a Demand Draft of Rs.200/- (Rupees two hundred only) of any scheduled bank in favor of State Appellate Authority. Payable at Patna along with the Bid.

\*Any future Corrigenda/Information shall be posted only on our website [www.stateappellateauthority.in](http://www.stateappellateauthority.in)

## Letter for Submission of Bid

Dated....., 2017.

To  
Secretary  
State Appellate Authority  
5C-5D, Niyojan Bhawan, Bailey Road.  
Patna 800001

Ref:- HIRING OF SERVICES FOR PLANTS WITH MAINTAINANCE

Dear Sir,

Having examined the Bid document relating to above mentioned Bid as detailed in your Bid, Conditions and scope of work etc, and having understood the provisions and requirements relating to the development and all other factors governing the Bid, we here by submit our offer relating to the above mentioned Bid in accordance with terms and condition, and confirm our acceptance to execute the order within the time period specified in the Bid document at the rates quoted by us in the accompanying Technical & Financial Bid.

If, however, we fail to complete the work as per the order after the Bid document is accepted, we agree that State Appellate Authority, Patna ([www.stateappellateauthority.in](http://www.stateappellateauthority.in)) shall have full authority to forfeit the Bid Security and cancel our order with no obligation on their part.

We confirm having deposited Bid Security of Rs ..... by Demand draft No.....dated .....drawn on..... Bank .....Branch attached here to and general information required are as per annexure attached.

We further confirm that:-

- i. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
- ii. We have sufficiently well-qualified manpower and necessary materials and after sales support to execute the order efficiently in the specified time schedule.
- iii. The quoted rates shall be valid till the completion of the order and or as per terms and conditions.
- iv. We further confirm that all chapters of the Bid documents have been read, understood and signed and there is no deviation / discrepancy

Signature of the Bidder  
With stamp and date

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# **HIRING OF SERVICES FOR PLANTS WITH MAINTAINANCE FOR STATE** **APPELLATE AUTHORITY**

**Bid No (67/2016-8/2017) Date 19.12.2017**

**Time & Date of submission of technical bids: 16.00 Hrs on 16.01.2018**

**Time & Date of opening of Technical bids: 17.00 Hrs on 16.01.2018**

## **INSTRUCTIONS TO THE BIDDERS**

### **1. Definitions**

- (i) "The Purchaser" means the State Appellate Authority (SAA).
- (ii) "The bidder" means the individual or firm who participates in this bid and submits bid
- (iii) "The supplier" means a person supplying the goods/Services under the contract. A person may include an individual, a company, a LLP, a Partnership Concern or Sole Proprietorship firm in the business of supply of goods/services under the bid.
- (iv) "The contract price" means the price payable to the supplier under the Purchase order for the full and proper performance of its contractual obligation

### **2. Bid document**

#### **2.1. The bid document consists of the following –**

- (i) Notice inviting Bid/s
- (ii) Instructions to the bidder
- (iii) Terms and conditions of the Bid
- (iv) Technical bid format
- (v) Scope of Work and Conditions
- (vi) Financial bid ( price schedule)

**2.2.** The bidder(s) is/are expected to examine all instructions, forms and terms & conditions contained in the bid document. Failure to furnish all information required as per the bid document or submission of bid not substantially responsive to the bid documents in every respect will result in rejection of the bid.

### 3. Documents/Certificates

The bidders are required to submit technical bid T-1 i.e Bid security with forwarding letter and information and documents in prescribed format as **Annexure-I** i.e T-2, enclosing therewith self attested photocopies of following documents **(Documents in original should be produced for verification before award of contract )**, failing which their bids will be summarily rejected and will not be considered any further:

- (a) Registration Certificate as per existing norms (indicating the legal status –company/Limited Liability Partnership/partnership firm/Sole proprietorship concern, etc.)
- (b) Copy of PAN Card;
- (c) Copies of Income Tax Return filed any three financial years out of last five years.
- (d) Copies of evidence of having received the payments of work thereof for any three financial years out of last five years as a proof for turnover.
- (e) GST Registration certificate and copy of recent return submitted.
- (f) Proof of experience in carrying out the work to Government Departments (Copies of at least three Purchase Orders Payment order thereof in support of experience mentioned received from Govt. depts./PSUs/Societies during three out of last five years should be enclosed in **Annexure-II**)
- (g) Declaration regarding blacklisting or otherwise. (**Annexure-III**)
- (h) All the statutory compliance will be mandatory for purchaser as well as Bidder.

### 4. Clarification on Bid Documents

- 4.1 A prospective bidder requiring any clarification on the Bid Documents should submit to The **Secretary, State Appellate Authority, Niyojan Bhawan, Patna** in writing Such requests for clarifications, should be sent not later than Two days prior to original or extended deadline for Pre bid meeting. Explanation of the query but without identifying the source of the inquiry will be uploaded on to State Appellate Authority website **[www.stateappellateauthority.in](http://www.stateappellateauthority.in)** for the benefit of all the prospective bidders.

4.2 Any clarification issued by the Purchaser in response to query raised by prospective bidders shall form an integral part of bid document and shall also be uploaded on the website.

**5. Amendment of Bid Documents**

5.1. At any time prior to the deadline for submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the Bid Documents by amendment. The amendment will be uploaded onto State Appellate Authority website: **www.stateappellateauthority.in** for the benefit of all the prospective bidders.

5.1. In order to give prospective bidders reasonable time for taking an amendment into account in preparing their bids, The **Secretary, State Appellate Authority, Niyojan Bhawan, Patna** may, at his discretion, extend the deadline for the submission of bids.

**6. Rejection of incomplete and conditional bids**

The incomplete and conditional bids will be rejected. Quoting unrealistic rates will be treated as disqualification.

**7. Non transferability**

This Bid is non transferable.

**8. Minimum eligibility criteria**

**Bidder(s) should;**

- (i) be an Indian company/Limited Liability Partnership/partnership firm/Sole proprietorship concern, engaged in **similar type of work for which bid is submitted.**
- (ii) have minimum Turnover as detailed in **Scope of Work and Conditions** per year derived by averaging the turn over during any three years out of the last five years (certified audit report has to be attached of the any three out of last five years from the year in which advertisement is made)

9. **Have not have been blacklisted by the Depts./Ministries of the Govt. of India or Govt. of Bihar or under PSUs/Societies or Statutory bodies (declaration has to be submitted in the specified format given at Annexure-III)**

However, it is informed that mere fulfillment of minimum eligibility criteria does not entitle the firm to demand that their financial bid be evaluated.

10. **Language of Bid**

The bid prepared by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the Purchaser shall be written in English only.

11. **Documents comprising the bid**

The bids prepared by the bidder shall comprise (i) technical bid and (ii) the financial bid.

- (i) The technical bid should be sealed in a separate cover and superscribed "Bid for Hiring of Services for Plants with Maintenance" containing envelopes number T-1 and T-2. All the information/ documents sought should be provided with the technical bid. The documents / information sought should be in the same serial order as given in the technical bid.
- (ii) The financial bid shall specify the rates / prices in the format(F-I) shown in the financial bid/price schedule and shall be in a separate envelop superscribed " Hiring of Services for Plants with Maintenance "-F1".
- (iii) Envelops Technical and Financial Bids together be placed in one packet superscribed. "Hiring of Services for Plants with Maintenance."

**N.B. All the documents submitted in the bid must be legible and self attested.**

**Otherwise the bid shall be rejected**

12. Bid Prices

- 12.1 The rates/ prices should be quoted in Indian Rupees only in words as well as figures, Inclusive of all charges etc. (if any as per the financial bid, **F-I** )
- 12.2 Only one price should be quoted for each item/ service and if more than one price is Quoted under different options the rate quoted by him in the first option only will be valid and considered for evaluation.
- 12.3 Rates/ should be valid for one year from the date of signing of the agreement. Rates/ prices should remain fixed during the entire period of the contract. I.e. one year and shall not be subject to variation on any account. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained. A bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected.
- 12.4 Before the expiry of the contract period the validity of the rates may be extended for one more year, if mutually agreed on the similar term and condition.
- 12.5 In general the rate may be considered as per lowest rate after adding all section A, B and C. The decision of the three men committee will be final for evaluation of financial bids.
- 12.6 Prices should be quoted for delivery at State Appellate Authority or at a venue as decided by State Appellate Authority within Patna Municipal Corporation area.

### **13. Bid Security**

Bid Security of Rs 5,000/- (Rs. five thousand) only for Bid for Supply of Stationery, State Appellate Authority, in the form of demand draft from any scheduled bank drawn in favour of “**State Appellate Authority**” payable at Patna shall accompany the bid .

- 13.1 Bid Security shall remain valid for a period of 90 days beyond the final validity period of bids (120 days).

- 13.2 A bid received without Bid security shall be rejected as non responsive at the Technical bid opening stage and returned to the bidder unopened therefore demand draft for the bid security must accompany/the forwarding letter submitted with bids(T-1).
- 13.3 Bid Security for lesser amount/Bid Security not submitted in the manner prescribed here will be rejected and returned to the bidder.
- 13.4 The submission of Bid Security is compulsory for all the Bidders and no exemption will be granted for submission of Bid Security in any case.
- 13.5 The Bid security of the unsuccessful bidders will be discharged / returned to them within **30 days** after finalization and award of the contract without any interest.
- 13.6 Furthermore bid security may be forfeited:
- (a) If a bidder withdraws his bid during period of bid validity specified in the bid document
  - (b) In the case of successful bidder , if the bidder fails to :
    - (i) Sign the contract/Agreement.
    - (ii) furnish the Performance security within the specified time in the document.

#### **14. Period of validity of bids**

The bid shall remain valid and open for acceptance for a period of 120 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

#### **15. Signing of the bids**

- 15.1 The bid shall be typed or printed. All pages of the bid document shall be numbered consecutively and shall be signed by the bidder as proof of having read the contents therein and in acceptance thereof.
- 15.2 All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.
- 15.3 The bid shall contain no interlineations, erasures or overwriting except

as necessary to correct errors made by the bidder in which case corrections shall be signed by the person / persons signing the bid.

## **16. Submission of Bid**

### **Sealing, Marking & Submission**

16.1 The bid shall be submitted in accordance with the procedure detailed herein.

- (i) For each package Specified documents shall be enclosed in separate sealed envelope of appropriate size which shall be sealed.
- (ii) **Envelope No.T-1** Shall contain the bid security as indicated in clause 13 of these instructions to bidders along with a covering letter.
- (iii) **Envelope No.T-2** Shall contain all the information and documents in the same serial order as shown in the technical bid (Annexure-I) A covering letter also may accompany the technical bid.
- (iv) **Envelope No.F-1** shall contains the rates / prices of the items duly filled in (schedule of rates) and signed and stamped (as financial Bid). The bidder must fill up quoted price against each item in the spaces provided in the respective columns along with a covering letter.

N.B. Price should not be indicated in any of the documents enclosed in envelope T-1 and / or T-2/. Financial bids should be submitted separately, in prescribed form in the sealed envelopes.

**All the above envelopes shall be Superscribed " Bid for Supply of Stationery ". Bid No 67/2016-8/2017 Time and Date of opening of Technical Bids 17.00 Hrs on 16.01.2018 and shall be sealed in a large envelope (large envelope also should bear the name of the work bid number, due date and time of opening) and addressed to Secretary, State Appellate Authority, 5C-5D, Niyojan Bhawan, Bailey Road, Patna – 800001, and must reach on or before by 16.00 Hrs. If the date on which the Bid is opened for acceptance is declared to be a holiday, the bids shall be deemed to remain open for acceptance till the next working day by specified time for earlier date.**

16.2 **Bids should be sent either through Registered Post or Speed Post at**

**the address mentioned in clause 16.1**

- 16.3 **All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.**
- 16.4 **The bidder shall seal the bid either with lah/Chapra or taping it on all required places of envelopes and signed thereon.**

## **17. Deadline for submission of bids**

- 17.1 Bids must reach The **Secretary, State Appellate Authority, 5C-5D, Niyojan Bhawan, Bailey Road, Patna –800 001** on or before the prescribed date and time i.e. on or before **16.01.2018 by 16:00 Hrs.** Either through Registered Post or Speed Post. Bidder should note that the bid received after due date and time due to postal delay will not be considered eligible for consideration.
- 17.2 **Secretary, State Appellate Authority, 5C-5D, Niyojan Bhawan, Patna – 800 001,** may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the Purchaser and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.
- 17.3 The responsibility for submission of the bids in time would rest with the bidder. For Postal delays or for any other cause late submission will not be condoned.
- 17.4 Bid submitted by Fax or by hand will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time and date of the bids will be taken as valid.
- 17.5 Bids received, if any, by the Purchaser after the prescribed deadline/extended deadline for submission will be returned unopened to the bidder.

## **18. Modification and withdrawal of bids:**

- 18.1 The bidder may modify or withdraw his bid after submission provided that the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for opening of Technical Bids.
- 18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched as required in the case of bid submission in accordance with clause 16. A withdrawal notice may also be sent by telex/ fax but followed by a signed confirmation copy by post as per clause 17.4 which should be received by the Purchaser before the deadline for submission of bids
- 18.3 Subject to clause 17 no bid shall be modified subsequent to the deadline for submission of bids.

## **19 Bid Opening and Evaluation**

### **Bid Opening (Specified for each package)**

- 19.1 **Envelop No. T-1** containing the bid security shall be opened by a three men Committee of State Appellate Authority constituted by secretary of the Authority at **17:00** hrs on the last date **16.01.2018** for submission of the bids in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present. If the Bid Security is not found in prescribed mode, the bid shall be summarily rejected. The representatives are required to bring photo identity card issued by the bidder and also a copy of the authorization as given in the **Annexure.IV**
- 19.2 **Envelop No. T-2** containing the technical bid with all annexure shall then be opened Bids of, those bidders whose Bid security is found as prescribed shall be numbered serially by three men Committee. The bidder's names, documents submitted/ not submitted and such other details as the three men Committee, at its discretion may consider appropriate shall be announced at the bid opening.
- 19.3 The Technical Bid Evaluation committee formed in advance for this

purpose, shall examine/evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria, (ii) submitted the requisite documents (iii) meet the terms and conditions specified, (iv) complied with all the instructions contained therein, etc. and put marks as per the weightage of each parameter decided and circulated in advance ,before the opening of technical bids. Committee may decide in advance the minimum qualifying marks for technical bids, required for opening of financial bids. The committee will also decide beforehand the proportion of weightages for technical and financial parameters and the basis of deciding lowest bidder. **For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviation.**

19.4 The **Financial bids** of technically qualified bidders, who should have been made aware about final position of bid and the date of opening of financial bid beforehand through website, only will be recommended for opening and consideration by the evaluation Committee. The said Committee will evaluate the bids to determine whether (i) bids are complete in all respects and substantially responsive (ii) the requisite bid securities have been furnished; (iii) the bids have been properly signed and stamped; and (iv) the bids are generally in order.

19.5 **Envelop No.F-I:** Containing the sealed price bid of bidders whose bid is found to have minimum qualifying marks in technical evaluation shall be opened at a subsequent date notified in advance by State Appellate Authority on its website.

19.6 Only summary of prices quoted by the bidders will be read out;

19.7 At any stage of bidding process, if it is found that any clause of this bid document is contradicting any other clause, it will be interpreted in the interest/ favour of the Purchaser.

## **20. Process to be confidential**

- 20.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- 20.2 Any effort by the bidder to influence the Purchaser or members of the Technical evaluation committee or three men committee in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

## **21. Clarification of Bids**

To assist in the examination, evaluation and comparison of bids, the Purchase committee/Secretary may ask bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or e mail or Fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered during the evaluation of the bids in accordance with Clause 22 hereof.

## **22. Determination of Eligibility & Responsiveness**

- 22.1 The Three men Committee will determine whether the bid is **substantially responsive** to the requirements of the Bid documents. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms & conditions and specifications of the bid documents without any deviation or reservation.
- 22.2 A bid which in relation to the cost estimates of the State Appellate Authority is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non responsive.

## **23. Evaluation and Comparison of Bids**

- 23.1 Only such of the bids as have been found to be substantially responsive to the requirements of the bid documents, in accordance with Clause 25, will be evaluated. Other non responsive bids will be rejected.
- 23.2 Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary
- 23.3 Evaluation of the bids will take into account, in addition to the bid amounts, the following factors;
- a) Arithmetical errors corrected in accordance with Clause 25.2
  - b) Such other factors as may be considered to have a potentially significant impact on contract execution price and payments
- 23.4 Offers, deviation and other factors, which are in excess of the requirements of the bid documents or otherwise result in the accrual of unsolicited benefits to the Purchaser, shall not be taken into account in bid evaluation.

## **24. Technical evaluation.**

- 24.1 Purchaser shall evaluate the technical bids to determine whether they are complete, whether documents have been furnished, properly signed and whether the bids are generally in order. Evaluation committee may fix weightage to the parameters on which bids are evaluated and may fix minimum qualifying marks.
- 24.2 Prior to financial evaluation, pursuant to clause 25, the Purchaser will determine the substantial responsiveness of each bid to the bid document.
- 24.3 A bid determined as not substantially responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made

responsive by the bidder by correction of the non conformity

- 24.4 The Technical Evaluation of the bids for package, will be carried out as per clause 19.

## **25. Financial Evaluation and comparison of substantially responsive technical bids**

- 25.1 The purchaser shall shortlist those who are eligible and submitted substantially responsive technical bids (the evaluation of sample will be part of technical responsiveness for the package concern) for opening of financial bid. Successful bidders having obtained minimum qualifying marks decided by the Authority would be called to be present during opening of financial bids. The financial bids of unsuccessful bidders would not be opened. Three men committee in advance may fix the overall weightage of Technical parameters as well as of financial parameters for final consideration of lowest evaluated Responsive Bidder.

- 25.2 Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and summation. Errors will be dealt as follows:

- a) Incorrectly added totals will be corrected;
- b) In case there is any inconsistency between the rate and the value extended (after multiplication with the Bid quantity, the rate quoted shall prevail);

If a bidder does not accept the correction of errors as outlined above, his bid is liable for rejection.

- 25.3 The purchaser may waive any minor infirmity or non conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

## **26. Contacting the Purchasers.**

- 26.1 Subject to clause 21 (clarification of bids) no bidder shall try to influence the Purchaser on any matter relating to the bid, from the time of the bid opening till the time contract is awarded.
- 26.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **27. Award of Contract**

### **Award Criteria**

Subject to Clause 24 & 25, the contract shall be awarded with the final approval of the Chairperson to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated responsive bid.

## **28. Right to accept / reject any or all Bids**

Notwithstanding Clause 24 & 25 the Secretary, State Appellate Authority, Niyojan Bhawan, Patna for State Appellate Authority reserves the right to accept or reject any bid including the lowest or to cancel the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

## **29. Notification of Award**

- 29.1 Prior to the expiration of the prescribed period of bid validity, the **Secretary, State Appellate Authority, Niyojan Bhawan, Patna – 800 001**, will notify the successful bidder.
- 29.2 The notification of award will constitute the formation of the contract/Agreement
- 29.3 Upon furnishing of Performance Security Deposit by the successful bidder in accordance with the provisions of Clause 3 of Terms & Conditions of the Bid, **Secretary, State Appellate Authority, Niyojan**

**Bhawan, Patna – 800 001**, will promptly notify the unsuccessful bidders that their bids have been unsuccessful.

### **30. Signing of Agreement**

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the Agreement (**Annexure VI**) in accordance with the terms and conditions included in the Bid Document and submit the same to the **Secretary, State Appellate Authority, Niyojan Bhawan, Patna -800 001** within a week of the date of receipt of notification of award from The **Secretary, State Appellate Authority, Niyojan Bhawan, Patna – 800 001**

### **31. Annulment of the Award**

- 31.1 Failure of the successful bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the Purchaser may make the award to second lowest evaluated responsive bidder ( L2) at the discretion of the Purchaser or call for new bids. If L2 Bidder refuses, the offer of award may be passed on to the next lowest bidder accordingly.
- 31.2 Purchaser reserves the right to disqualify the supplier for a suitable period who habitually fail to supply the services in time. Further, the suppliers whose services do not perform satisfactorily may also be disqualified for a suitable period as decided by the Purchaser, in addition to forfeiture of Performance Security.
- 31.3 Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds acceptable to the purchaser.

**HIRING OF SERVICES FOR PLANTS WITH MAINTAINANCE FOR STATE**  
**APPELLATE AUTHORITY**

Bid No (67/2016-8/2017) Date 19.12.2017

Time & Date of submission of technical bids: 16.00 Hrs on 16.01.2018

Time & Date of opening of Technical bids: 17.00 Hrs on 16.01.2018

**TERMS AND CONDITIONS OF THE BID**

**1. Application**

The general conditions shall apply in contracts made by the Purchaser for the procurement of Services.

**2. Standards**

2.1 The services supplied under this contract shall conform to the standards prescribed specifications mentioned there against the services in the financial bid.

**3. Performance Security Deposit (PSD).**

3.1. PSD @ 10 % of order value of the contract will have to be made **within 7 days** of receipt of the communication of the selection of the bid in pursuance of clause 29.1 of instructions to the bidders.

3.2. PSD shall be in the form of (i) Demand Draft payable to **State Appellate Authority** should be from a nationalized banks payable at Patna or (ii) Bank Guarantee from the Banker of the Bidder.

3.3. The PSD should remain **valid** for a period of **ninety days** beyond the date of completion of all contractual obligations by the supplier including warranty/guarantee obligation/defect liability period, if any. Bid security will be refunded to the successful bidder on receipt of performance security without interest.

3.4. PSD can be withheld or forfeited in full or in part in case the work order is not executed satisfactorily within the stipulated period as per the terms of the contract.

#### **4. Liquidated damages**

Should the supplier fail to deliver the services within the period prescribed for delivery, the purchaser shall be entitled to recover the damage at the rate of 0.5% of the order value per work or 0.5% of the value of the work for which the delivery is delayed for each week of delay, as the case may be, subject to a maximum of 10% of the order value with the concurrence of the purchase committee.

#### **5. Force Majeure.**

Neither party shall bear responsibility for the complete or partial nonperformance of any of his obligations (except for failure to pay any sum which has become due on account of supply of services under the provisions of the present Purchase Order/Contract) if the non-performance results from such force majeure circumstances such as, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock-out, freight embargo, Acts of the Government either in its Sovereign or Contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of State authorities or any other circumstance beyond the control of the parties that have arisen after the conclusion of the present Purchase Order/Contract.

- (a) In such circumstances, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended.
- (b) The party for whom it has become impossible to meet the obligation under this Contract due to force majeure condition will notify the other

party in writing not later than twenty one days from the date of commencement of the unforeseeable event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform his obligations under the Purchase Order/Contract as far as Practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

- (c) Any certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.
- (d) In case of failure to carry out complete or partial performance of an obligation for more than sixty days, either party shall reserve the right to terminate the Contract totally or partially. A prior written notice of 30 days to the other party will be given informing of the intention to terminate without any liability. This is exclusive of any damages as provided in this agreement.

## **6. Termination for Default**

6.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part ,if

- (a) the supplier fails to deliver any or all the items/services within the time period(s) specified in the Purchase order (P.O.), or any extension thereof granted by the purchaser;
- (b) the supplier fails to perform any other obligation(s) under the Contract; and the supplier, in either of the above circumstances, does not remedy his failure within a period specified by purchaser, after receipt of the default notice from the purchaser.

6.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 6.1, the purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar services. However the supplier shall continue the performance of the

contract to the extent not terminated.

#### **7. Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

#### **8. Set Off**

Any sum of money due and payable to the supplier (including Performance Security Deposit refundable to him) under this contract may be appropriated by the purchaser or the State Appellate Authority or any other person(s) contracting through the Purchaser and set off against any claim of the Purchaser or State Appellate Authority or such other person or person(s) for payment of sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or State Appellate Authority or such other person(s) contracting through the State Appellate Authority.

#### **9. Settlement of disputes**

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of The **Chairperson, State Appellate Authority, Niyojan Bhawan, Patna – 800 001** or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

**10. Mode of Payment.**

- 10.1 Payment against Bill / Invoice shall be released only after execution of the work order satisfactorily and the quality of the items/service are found to the satisfaction of the State Appellate Authority. Payment will be made direct to the supplier through **A/c payee cheque/Bank Advice only** within 10 days of submission of Bill.
- 10.2 No request for any other mode of payment will be entertained. In general **no advance payment will be made, However, in the interest of work, the discretion with the Secretary will be binding upon both the parties for granting advance charging 18 percent of interest on it.**

**11. Change in quantity.**

Quantity under work given in the bid is approximate. It may vary upto 30 percent of the bid value.

**12. Agreement.**

The selected bidder on his own cost should sign an agreement with the State Appellate Authority(SAA) as per the specimen (**Annexure .....VI**). The other details in the specimen agreement will be added as per the aims and objective of the work, Terms and conditions and other clauses of this bid document.

**13. Purchaser's Rights**

- 13.1 The State Appellate Authority reserves the right to accept/reject any or all the Bids in whole or in part or annul the bidding process without assigning any reason whatsoever.
- 13.2 The State Appellate Authority reserves the right to award the contract to more than one successful Bidder.
- 13.3 The State Appellate Authority reserves the right to relax/withdraw/clarify any of the terms and conditions mentioned in the Bid Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of

the contract.

- 13.4 If a bidder after award of the contract violates any of the terms and conditions or fails to honor its commitment in the bid without sufficient grounds acceptable to the purchaser and within reasonable time, it shall be liable for penal clause and/or blacklisting for a suitable period. Bid security/performance security shall also be forfeited.

#### **14. Delivery**

- 14.1 The delivery of the services has to be as per schedule of delivery. However, State Appellate Authority reserves the right to change the above schedule of supply/services depending upon their urgent requirement especially during an event or occasion, any Budgeted activity under any component/section.
- 14.2 The place of delivery/work will of State Appellate Authority office or the venue for different package/work will be mentioned in the Purchase order (P.O.) which will be within the boundary of Patna Municipal Corporation.
- 14.3 The Inspection Team of State Appellate Authority constituted by Secretary, State Appellate Authority, Niyojan Bhawan, Patna for this purpose, shall inspect the items/work on receipt to examine whether the items supplied/ work done are in conformity with the specified in terms of quality, and suitability of utilization. In case the inspection team rejects the consignment/work for not conforming to the approved quality the supplier has to replace the consignment ensuring conforming to the approved quality within the given time.

#### **15. Penalty for substandard / inferior quality.**

- 15.1 If it is found on inspection that service provided by the supplier is of substandard quality and not conforming to the required specifications, the supplier will not only have to re do the work with specified standard but they will also be liable to penalty clause or /and may be blacklisted

and bid security/performance security will be forfeited.

15.2 If the supplier does not supply the items/ does not perform within the stipulated period as may be indicated. in the Purchase order, Purchaser reserves the right to arrange the supply from another source and the bidder will have to reimburse the additional expenditure, if any, incurred by the purchaser of the purchaser may appropriate the additional expenditure out of the amount of Performance security deposited by the bidder.

**16. Validity of rates.**

Rates quoted should be valid for one year from the date of signing of the contract. Bids quoting the rates valid for periods less than one year will be considered non responsive, However before the expiry of the contract period/ the validity of the rates may be extended for one more year on same rates on similar terms and conditions, if mutually agreed.

**17. Supply in original packing.**

The items (wherever applicable) shall be supplied in original packing/licensed version from the manufacturer clearly indicating quantity no., name of company, manufacturing date & Price. The supply shall be completed as prescribed in Purchase Order.

**18. General/Others.**

18.1 In no circumstances, the supplier shall appoint any sub-supplier or sub-lease the contract. If it is found that the supplier has violated these conditions, the order will be terminated forthwith without any notice and Performance Security Deposit will be forfeited.

18.2 The bidders will be bound by the details furnished by him / her to the purchaser, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any

stage, it would be deemed to be a breach of terms of contract making him / her liable for **legal action besides termination of contract.**

**19. Jurisdiction:**

All disputes arising out of the present Bid and subsequently out of the contract executed in furtherance of the present Bid shall be subjected to the Courts of jurisdictions at Patna exclusively. The place of Arbitration shall strictly be in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996, as amended time to time.

**HIRING OF SERVICES FOR PLANTS WITH MAINTAINANCE FOR STATE**  
**APPELLATE AUTHORITY**

**Scope of the Work and conditions**

1. The bidder must have at least three years experience in supplying services of plant, their maintenance including regular watering, pruning and replacement.
2. Bidder should have experience of at least three years of similar nature of work.
3. Bidder must have completed a work of at least one lacs in a particular year, for three year.
4. Ornamental Plants of indigenous and exotic variety both should be supplied with pots.
5. A dedicated part time skilled person should be deployed for regular watering, pruning of plants maintenance of day & pots.
6. Plants should be replaced at regular intervals of their life arranging from one month to six months as per withering condition.
7. Pots should be of good quality and coloured, and be replaced immediately in case of any breakage or leak.
8. At few places, wooden chambers of ornamental quality be installed for beautification.
9. Plants be subjected to sunlight at regular interval.

**SECRETARY**  
**State appellate authority, Bihar**

**HIRING OF SERVICES FOR PLANTS WITH MAINTAINANCE FOR STATE  
APPELLATE AUTHORITY**

**TECHNICAL BID**

**Bid No (67/2016-8/2017) Date 19.12.2017**

**Time & Date of submission of technical bids: 16.00 Hrs on 16.01.2018**

**Time & Date of opening of Technical bids: 17.00 Hrs on 16.01.2018**

Head	Information Provided	Document Attached
1 Name of the bidder:		
2 Address of the bidder :		
3. Contact Details of the bidder: (a) Tel. No. with STD (O)..... (Fax).....		
4. Bidder's bank and its address and his current account number:		
5. Registration and incorporation particulars of the bidder indicating legal status such as company/Limited Liability Partnership/partnership firm/Sole proprietorship concern, etc (Pl. attach copies of the relevant documents/certificates)		
6. Copies of Permanent Account Number (PAN)/Income Tax Circle/TIN of the bidder		
7. Copies of Income Tax Returns filed for the last three years out of five years should be attached		
8. Copies of evidence of should be attached in proof of having received the payment years out of five years.		
9. Registration certificate with GST and a copy of return submitted recently.		

<p>10. Proof of experience of satisfactory supplying GOODS/SERVICES to PSUs/Govt. Depts (Copies of at least three Purchase Orders/ supply certificate and payment orders thereof received from Govt./ PSUs/Societies during each of the last three years should be enclosed as <b>Annexure –II)</b></p>		
<p>11. Declaration regarding blacklisting or otherwise by the Govt. Departments/PUSs/Societies as given in <b>Annexure –III</b></p>		
<p>12. The technical document of technical Bid (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed including <b>Annexure- III.</b></p>		
<p>13. Duly filled in authorization for attending bid opening (<b>Annexure- IV</b>), if any.</p>		
<p>14. Any other information document: please specify</p>		

**N.B. Bidders to ensure that all**

- (i) Pages with annexure have been signed and stamped by the authorized persons
- (ii) Pages have been numbered
- (iii) Documents are legible (clearly readable)

I/we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

**Dated.....**

**Name & Address of  
Firm..... Authorized  
Signature & Seal of the Bidder**

Annexure-FI

**HIRING OF SERVICES FOR PLANTS WITH MAINTAINANCE FOR STATE  
APPELLATE AUTHORITY**

Bid No (67/2016-8/2017) Date 19.12.2017

Time & Date of submission of technical bids: 16.00 Hrs on 16.01.2018

Time & Date of opening of Technical bids: 17.00 Hrs on 16.01.2018

**Financial Bid**

Sl.N o.	Description of Work	Rate in Rs. (Per page as per description)
1.	Supply of one clay pot (with at least 10" height) with plant indigenous & exotic both; with its regular replacement maintenance, pruning, watering manuring etc through a part time dedicated skilled person	

**Note :** The work is basically service oriented wherein bidder has to keep the required quality of Plants in the office premises with regular mentence through a dedicated part time skilled person. The work is not exactly apply of pots & flowers. The rate quoted must have the componen of the wages of the part time skilled person of the suppliers's agency.

Name and Signature of the Bidder

Seal

Date

Mobile No. \_\_\_\_\_

**HIRING OF SERVICES FOR PLANTS WITH MAINTAINANCE FOR STATE**  
**APPELLATE AUTHORITY**

Bid No (67/2016-8/2017) Date 19.12.2017

Time & Date of submission of technical bids: 16.00 Hrs on 16.01.2018

Time & Date of opening of Technical bids: 17.00 Hrs on 16.01.2018

**Experience Certificate**

I.....S/O,W/O.....  
.....Resident of..... Patna, PIN-  
.....declare that

My Company/Firm, having registered name M/s.....bearing  
Registration no.....,having official  
address.....Patna, PIN.....has received  
Purchase/work Orders from Govt. depts./ PSUs/Societies during three out of last  
five years are as below.

Sl.No.	Financial Year	Nature of work done	Amount of contract	Duration of work	Details of copy of order, and evidence of payment attached
i					
ii					
iii					
iv					
v					

The details written above and annexures attached with, are true and correct. In case any information certificate submitted found to be false the bid submitted by me may be cancelled immediately, bid security money may be forfeited and penal action can also be taken for giving such false information.

**Name and signature of Authorised Person  
Stamp/Seal of the company/Firm**

**Annexure-III**

**HIRING OF SERVICES FOR PLANTS WITH MAINTAINANCE FOR STATE  
APPELLATE AUTHORITY**

**Bid No (67/2016-8/2017) Date 19.12.2017**

**Time & Date of submission of technical bids: 16.00 Hrs on 16.01.2018**

**Time & Date of opening of Technical bids: 17.00 Hrs on 16.01.2018**

**Affidavit**

I.....S/O,W/O.....Resident  
of..... Patna, PIN-..... declare that;-

My Company/Firm having registered name M/s.....bearing Registration  
no....., having official  
address.....Patna, PIN.....has never been blacklisted by  
government and private organization.

This affidavit has been sworn in respect of Bid for Hiring of Services For Plants With  
Maintenance (name of the work) for State appellate authority.

The details is written in the bid documents and annexure attached with are true and correct In  
case any information certificate submitted found to false the bid submitted by me may be  
cancelled immediately, bid security money may be forfeited and penal action can also be taken  
for giving such false affidavit.

Name and signature of Deponent

**HIRING OF SERVICES FOR PLANTS WITH MAINTAINANCE FOR STATE**  
**APPELLATE AUTHORITY**

**Bid No (67/2016-8/2017) Date 19.12.2017**

**Time & Date of submission of technical bids: 16.00 Hrs on 16.01.2018**

**Time & Date of opening of Technical bids: 17.00 Hrs on 16.01.2018**

**LETTER OF AUTHORIZATION FOR ATTENDING THE BID OPENING**

Sub. : Authorization for attending the technical bid opening on\_\_\_\_\_and financial bid on\_\_\_\_\_of the bid for procurement of the Stationery and other items. Following person is here by authorized to attend the bid opening for the bid mentioned above on behalf of M/s.\_\_\_\_\_(name of the bidder).

Name specimen signature

Alternate representative

Name specimen signature

Signature of the bidder Or Officer authorized to sign the bid documents on behalf of the bidder

**N.B. Permission will be denied incase the photocopy of the duly filled in form is not brought at the time of opening**

**HIRING OF SERVICES FOR PLANTS WITH MAINTAINANCE FOR STATE**  
**APPELLATE AUTHORITY**

Submission of Samples (wherever necessary)

**Bid No (67/2016-8/2017) Date 19.12.2017**

**Time & Date of submission of technical bids: 16.00 Hrs on 16.01.2018**

**Time & Date of opening of Technical bids: 17.00 Hrs on 16.01.2018**

**UNDERTAKING**

From

M/s. ....

.....

.....

To

The Secretary, State  
appellate authority, Niyojan  
Bhawan, Patna -800001.

Dear Sir,

This is to inform that I / we are submitting the samples of the items for the package no ..... for which I/ we have quoted our rates. In case of the bid going in our favour, I/we agree to supply the items as per the samples submitted (in terms of quality/ colour/shade / make /weight/ size, etc.)

Date:

Yours faithfully,

(Signature of the Bidder)

Name:

Designation with Seal of the Firm

**HIRING OF SERVICES FOR PLANTS WITH MAINTAINANCE FOR STATE  
APPELLATE AUTHORITY**

**SPECIMEN AGREEMENT**

To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the bidder for acknowledging that he/she has seen the terms and conditions of the agreement.

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Agreement

The agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2017 between M/s \_\_\_\_\_ herein referred to as the Supplier carrying on business under the name and style of M/s. of the one part.

and

**State appellate authority (SAA)**, acting through the ....., herein after referred to as the process on the other part whereas the said supplier has agreed with **State appellate authority**, for supply of required Items in conformity with the requirements & specifications.

Now this indenture witnessed that in consideration of the promise, it is mutually agreed and d e c l a r e d between parties hereto as follows.

1. The Supplier agrees to undertake to supply **the items/services** **i.e.** ..... as per the requirement as agreed to in their bid letter no. \_\_\_\_\_ dated \_\_\_\_\_ at the rates quoted by him/them.
2. The supply of **the items/services** **i.e.**..... which are not in conformity with the requirements/ specifications are liable to be rejected.

3. This agreement shall be effective from \_\_\_\_\_ to \_\_\_\_\_. The contract may be extended with the same terms and conditions and rates for twelve more months with the consent of both the parties. The supplier shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the purchaser. The supplier shall agree that the penalty @ one percent (1%) of the P.Os shall be imposed for each week of delay in delivery with reference to the delivery period given if he fails to deliver the same within the specified period mentioned in purchase order to maximum extent of 5% and penalty of 20% of P.Os shall be imposed for any substandard (inferior quality) / incomplete supply/services along with cancellation of work order.
4. The Performance security deposit paid by the supplier for due and faithful performance of the contract by the supplier of all and several covenants herein contained of his part to be observed with full power. **Secretary, State appellate authority, Niyojan Bhawan**, on behalf of the State appellate authority will be entitled to appropriate the said sum to any damage, penalties and other sums which the supplier may be required to pay in case the supplier fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.
5. The Performance security deposit shall be released after three months after successful completion of the work at the end of the contract period including the extended period, if any
6. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Chairperson, State appellate authority, Niyojan Bhawan, Patna for State appellate authority or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending

arbitration proceedings.

7. The Security Deposit is liable to be forfeited to the State appellate authority without any prejudice to any other rights and remedies of Parishad for State appellate authority in case the supplier fails to undertake the contract work, as per the work orders and as per the terms and conditions given in bid schedule during the currency of the contract including the extended period if any.
8. The Bid schedule, instructions to the bidders, scope of work of conditions, Terms and Conditions of the Bid and Bid Submitted by the suppliers shall also form part of this agreement.
9. That the supplier acknowledges that he has fully acquainted himself with all the terms and conditions and he shall not plead ignorance of the same.

In witness whereof, the parties hereunto have set their hands to this Deed on the day and year herein above mentioned.

Signature of the Supplier as above

The State Appellate Authority(SAA)  
(Purchaser)

Signature:

Signature:

Name :

Name :

Address :

Address :

**WITNESSES**

1.

1.

2.

2.

Note : Other Terms and Conditions as per the concern package and objectives of the bid document will be added in this specimen's agreement