



Bankers Institute of Rural Development (BIRD)

Lucknow

Tender Document for “Supply, Installation, Commissioning and Testing of 32 inch Smart FHD LED TV” at BIRD, Lucknow

Bankers Institute of Rural Development (BIRD), Lucknow invites sealed bids from established Tenderers/Bidders for “Supply, Installation, Commissioning and Testing of 32 inch Smart FHD LED TV” at BIRD, Lucknow.

The TENDER document can be downloaded from BIRD’s website www.birdlucknow.in

Technical Proposal

a) Date of Tender	: 13 th January 2020
b) Pre Bid Meeting	: 22 nd January 2020
c) Time and last date for submission of Tender	: 14: 30 hrs on 03 rd February 2020
d) EMD Value/EMD	: Rs.25, 000/-
e) Time and date of opening of Technical Bids	: 15: 30 hrs on 03 rd February 2020

(This document contains 27 pages including the Title Page & Table of Content)

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Notice Inviting Tender

Ref No BIRD.LKO. / 11 / DPSP/LED-TV /2019-20

Date: 13 January, 2020

(All Interested authorized Dealers / Tenderers/ Bidders)

Madam / Dear Sir,

Tender for “Supply, Installation, Commissioning and Testing of 32 inch Smart LED FHD TV” at BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow

Bankers Institute of Rural Development (BIRD) is an autonomous training institution registered as a Society under Societies Registration Act, 1860. It has been promoted by National Bank for Agricultural & Rural Development (NABARD), having its Office at Sector-H, LDA Colony, Kanpur Road, Lucknow-226012.

2. Bankers Institute of Rural Development (BIRD), Lucknow invites sealed Tenders for “Supply, Installation, Commissioning and Testing of 32 inch Smart LED FHD TV” from bidders meeting qualification criteria.
3. You are therefore requested to submit your tender in sealed envelopes in two parts i.e. Technical Bid and Price Bid for the captioned work as per detailed technical specifications and other requirements as mentioned more specifically elsewhere in this tender document. The tender document will be available to the bidders for download from 13th January, 2020 onwards on the link www.birdlucknow.in (under “Tender” in the website home page). The tender document will be available on the website till the last date of submission. The bidders are expected to thoroughly read the tender document so as to understand all aspects of the work as well as other terms & conditions before submission of tender documents
4. The Pre-Bid meeting will be held on 22nd January, 2020 at 1530 hours at BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012. To be eligible to participate in the pre-bid meeting, the bidder should have already conducted a site survey and should have satisfied himself about the overall feasibility of the work. The clarifications being sought in the pre-bid meeting should be submitted in writing at least 02 working days prior to the date of pre-bid meeting by email on dpsp.bird@nabard.org. All the clarifications of the pre-bid meeting will be part of tender and will be uploaded on BIRD website (www.birdlucknow.in)

5. Sealed tenders should be submitted separately as advised below:

a) In two Envelopes indicating clearly '**Envelope No.1' – Technical Bid** and '**Envelope No.2' – Price Bid**. The envelopes should be addressed to The Director, BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012, and super-scribed "**Tender for Supply, Installation, Commissioning and Testing of 32 inch Smart LED FHD TV" at BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012**".

b) Tenderer may place Envelopes 1 & 2 in a 3rd bigger size envelope. The last date and time for submission of tender is on **03rd February 2020 at 14:30 hours**.

Envelope No.1 (Technical Bid) shall contain;

- a. Form of Tender.
- b. Instructions to Tenderers / Bidders and General Conditions of Contract.
- c. Acceptance of Terms and conditions and EMD details, Annexure-A
- d. Organisational/ financial profile of the Tenderer/Bidder, Annexure-B
- e. Details of Technical specifications, Annexure—C
- f. Pre-contract Integrity Pact, Annexure-D
- g. Demand Draft/Documentary evidence of e-transfer/NEFT/ RTGS/IMPS etc.

Note:

(i) Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twenty Five Thousand only) by way of Demand Draft (DD) issued in favour of 'Bankers Institute of Rural development' drawn on any Nationalized Bank / Scheduled Bank payable at Lucknow OR documentary evidence of deposit of EMD amount through NEFT/RTGS/IMPS etc. in BIRD's Saving A/c No. 5411848265 with Kotak Mahindra Bank, IFSC: KKBK0005199 (underlined figures to be read as zero), Ashiyana Colony, Kanpur Road, Lucknow, needs to be enclosed by the Tenders in envelope no.1. Tender without EMD shall be rejected.

(ii) Tender should be duly filled, signed & complete in respects. Incomplete Tenders in any respect shall be rejected.

Envelope No. 1 (Technical Bid) will be opened on the same day i.e. on last date of submission of tender in the presence of bidders' representatives, if they choose to be present.

Envelope No. 2 shall contain:

1. The Price Bid (Annexure—E) should be complete in all respects, duly sealed and addressed to 'The Director, BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow- 2260 012'. The price bid should not contain any conditions whatsoever and any conditional bids shall be rejected.
2. Envelope No. 2 i.e. Price Bid (Annexure—E) will be opened later at some suitable date and time, which will be communicated separately, only to

qualified bidders.

Further it is advised to Bidder/Tenderer that:

1. The rates quoted by the tenderer/ bidder should comprise of Base Rate per unit + GST (as applicable) i.e. rate inclusive of GST as indicated in Price Bid. Tenderer, submitting the tender document should furnish their Proof of Registered Office Address and Service Centres for proper service & maintenance of LED TV FHD during the warranty period or as and when required. Bidders should also be ready to repair / replace the spare parts, if required, after the warranty period also, as per the requirement placed by BIRD.
2. Tender document of the firms/bidder who fulfil the eligibility criteria will only be considered for evaluation and price bids of such tenderers/bidders will be opened only.
3. All documents that comprise the tender should be signed and stamped by the tenderer / bidder as a token of acceptance of the terms and conditions specified in the tender.
4. Liquidated damages for delay in completion of the works will be levied at 0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.
5. BIRD reserves the right to accept or reject any /all tenders in part or whole of any firm / firms /tenderers/bidders without assigning any reasons whatsoever.
6. BIRD reserves the right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on BIRD's website only.
7. Tenderer may inspect the site and other conditions up to their satisfaction before tendering/quoting. No further correspondence will be entertained with the bidder /firm/tenderers after the due date for submission of tender documents to our office.

Yours faithfully,

Sd/-
[T S Raji Gain]
Director

निविदा आमंत्रण सूचना

निविदा सं बर्ड.लख./11/DPSP/ LED-TV /2019-20

13 जनवरी 2020

(सभी इच्छुक अधिकृत डीलर / विक्रेता / बोलीदाता)

महोदया / महोदय,

बर्ड लखनऊ, सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ में " 32 inch Smart LED FHD TV की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग " के लिए निविदा

बैंकर ग्रामीण विकास संस्थान (बर्ड) एक स्वायत्त प्रशिक्षण संस्थान है, जो सोसाइटी पंजीकरण अधिनियम, 1860 के तहत एक सोसायटी के रूप में पंजीकृत है। इसे राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) द्वारा प्रमोट किया गया है, इसका कार्यालय सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ - 226012 में स्थित है।

2. बैंकर ग्रामीण विकास संस्थान (बर्ड), लखनऊ स्थित अधिकृत डीलरों / बोलीदाताओं से "32 inch Smart LED FHD TV की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग" के लिए मुहरबंद निविदाएं आमंत्रित करता है।

3. आपसे अनुरोध है कि आप अपनी निविदा सील लिफाफे में दो भागों में प्रस्तुत करें, तकनीकी निविदा और वाणिज्यिक निविदा अर्थात् विस्तृत तकनीकी विशिष्टताओं और अन्य आवश्यकताओं के अनुसार उपरोक्त आपूर्ति के लिए तकनीकी बोली और मूल्य बोली, जैसा कि इस निविदा दस्तावेज में कहीं और विशेष रूप से उल्लिखित है। निविदा दस्तावेज बोलीदाताओं के लिए इंटरनेट से डाउनलोड करने के लिए लिंक www.birdlucknow.in पर (वेबसाइट होम पेज में निविदा के तहत) उपलब्ध होगा। निविदा दस्तावेज, वेबसाइट पर निविदा जमा करने की अंतिम तिथि तक उपलब्ध रहेगा। बोलीदाताओं से अपेक्षा की जाती है कि वे निविदा दस्तावेज को अच्छी तरह से पढ़ लें ताकि निविदा दस्तावेज जमा करने से पहले कार्य के सभी पहलुओं एवं अन्य नियम और शर्तों को समझा जा सके।

4. पूर्व बोली बैठक 15:30 बजे 22 जनवरी 2020 को बर्ड, सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ -226012 पर आयोजित की जाएगी। पूर्व-बोली में भाग लेने के लिए, बोली लगाने वाले को पहले ही एक साइट सर्वेक्षण और काम की समग्र व्यवहार्यता के बारे में खुद को संतुष्ट करना चाहिए। पूर्व बोली बैठक में मांगे जा रहे स्पष्टीकरणों को dpsp.bird@nabard.org पर ईमेल द्वारा पूर्व बोली बैठक की तारीख से कम से कम 02 कार्य दिवस से पहले लिखित रूप में प्रस्तुत किया जाना चाहिए। बोली-

पूर्व बैठक के सभी स्पष्टीकरण निविदा का हिस्सा होंगे और BIRD वेबसाइट (www.birdlucknow.in) पर अपलोड किए जाएंगे।

5. नीचे दिये गये विवरण के अनुसार सील बंद निविदाएं अलग से प्रस्तुत की जानी चाहिए:

- अ) दोनो लिफाफे में स्पष्ट रूप से 'लिफाफा नंबर 1' - तकनीकी बोली और 'लिफाफा नंबर 2' - मूल्य बोली लिखा जाना चाहिए। लिफाफों पर "बर्ड, सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ - 226012 में 32 inch Smart LED FHD TV की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए निविदा" लिखा जाना आवश्यक है एवं लिफाफे को "निदेशक, बर्ड, सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ -226012", को संबोधित किया जाना चाहिए।
- आ) बोली दाता द्वारा लिफाफा 1 और 2 को तीसरे बड़े लिफाफे में रखा जाए। निविदा प्रस्तुत करने की अंतिम तिथि और समय 14:30 बजे 03 फरवरी 2020 है।

लिफाफा नंबर 1 में शामिल होगा:

- अ) निविदा का फॉर्म।
- आ) निविदाताओं / बोलीदाताओं को अनुबंध की सामान्य शर्तों के निर्देश।
- इ) EMD विवरण पर नियम और शर्तों की स्वीकृति (Annexure-A)
- ई) निविदाकर्ता / बोलीदाता की संगठनात्मक / वित्तीय रूपरेखा। (Annexure-B)
- उ) विस्तृत तकनीकी विनिर्देश Annexure-C
- ऊ) प्री कॉन्ट्रैक्ट इंटीग्रिटी पैकट Annexure-E
- ऋ) डिमांड ड्राफ्ट / ई-ट्रांसफर / एनईएफटी / आरटीजीएस / आईएमपीएस के दस्तावेजी साक्ष्य टिप्पणी:
- डिमांड ड्राफ्ट (डीडी) के माध्यम से रु. 25,000 / - (रुपये पच्चीस हजार केवल) का बयाना धन जमा (EMD) लखनऊ में देय किसी भी राष्ट्रीयकृत बैंक या अनुसूचीबद्ध बैंक पर 'बैंकर्स इंस्टीट्यूट ऑफ रूरल डेवलपमेंट' के पक्ष में जारी किया जाए। एनईएफटी आदि के माध्यम से या फंड ट्रांसफर को बर्ड के सेविंग A/c नंबर 5411848265 कोटक महिंद्रा बैंक, आईएफएससी : KKBK0005199 (शून्य के रूप में पढ़ने के लिए रेखांकित आंकड़े) आशियाना कॉलोनी, कानपुर रोड, लखनऊ। लिफाफे नंबर 1 में निविदाओं द्वारा संलग्न किया जाना चाहिए। ईएमडी के बिना निविदा खारिज कर दी जाएगी
 - निविदा को विधिवत भरा, हस्ताक्षरित और पूर्ण होना चाहिए

लिफाफा नंबर 1 (तकनीकी बोली) निविदा प्रस्तुत करने की अंतिम तिथि और समय के दिन (जो बोलीदाता उपस्थित रहना चाहते हैं) उन बोलीदाताओं के प्रतिनिधियों की उपस्थिति में खोली जाएगी

लिफाफा नंबर 2 में शामिल होगा:

- अ. मूल्य बोली पूरी तरह से मुहर बंद और निदेशक, बर्ड , सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ- 2260 012 'को संबोधित की जानी चाहिए। मूल्य बोलियों में कोई भी शर्त शामिल नहीं

होनी चाहिए और कोई भी सशर्त बोली अस्वीकार की जाएगी।

- आ. लिफाफा नंबर 2 (मूल्य बोली) किसी उचित तारीख और समय पर खोली जाएगी जिसके संबंध में केवल योग्य बोलीदाताओं को अलग से सूचित किया जाएगा।

इसके अलावा बोलीदाता / विक्रेता को यह सलाह दी जाती है कि:

- अ. निविदाता / बोलीदाता द्वारा उद्धृत दरों में मात्रा (मूल्य बोली) के अनुसार बेस रेट प्रति यूनिट + जीएसटी (जैसा लागू हो) शामिल होना चाहिए। निविदाता को निविदा दस्तावेज जमा करना, वारंटी अवधि के दौरान या जब आवश्यक हो, एल. ई. डी. टी.वी. की उचित सेवा और रखरखाव के लिए पंजीकृत कार्यालय पते और सेवा केंद्रों के अपने प्रमाण प्रस्तुत करना चाहिए।
- आ. पात्रता मानदंडों को पूरा करने वाली फर्मों के निविदा दस्तावेज पर मूल्यांकन के लिए विचार किया जाएगा और केवल उनकी कीमत बोली खोली जाएगी
- इ. निविदा में शामिल सभी दस्तावेजों पर निविदाकर्ता / बोलीदाता द्वारा हस्ताक्षरित और मुहर लगाई जानी चाहिए, निविदा में निर्दिष्ट नियमों और शर्तों को स्वीकार किया जाना चाहिए।
- ई. कार्यों के पूरा होने में देरी के लिए परिसमापित नुकसान को स्वीकृत निविदा के मूल्य का 0.25% लगाया जाएगा यह स्वीकृत निविदा के मूल्य के अधिकतम 5% के अधीन होगा।
- उ. बर्ड को किसी भी फर्म / फर्मों के हिस्से या संपूर्ण में किसी भी / सभी निविदा को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित है।
- ऊ. बर्ड निविदा दस्तावेज के किसी भी या सभी प्रावधानों को बदलने / संशोधित / संशोधित करने का अधिकार सुरक्षित रखता है। इस तरह के संशोधन / संशोधन या परिशिष्ट / परिशिष्ट, यदि कोई हो, को बर्ड की वेबसाइट पर उपलब्ध कराया जाएगा।
- ऋ. निविदाता को निविदा / निविदा से पहले अपनी संतुष्टि तक मौजूदा साइट और अन्य स्थितियों का निरीक्षण करना चाहिए। हमारे कार्यालय द्वारा निविदा दस्तावेज जमा करने की नियत तिथि के बाद निविदा देने वाली फर्म के साथ कोई पत्राचार नहीं किया जाएगा

भावदीय,

ह./-

[टी एस राजी गैन]

निदेशक

BANKERS INSITUTE OF RURAL DEVELOPMENT

FORM OF TENDER

Place:

Date: _____

THE DIRECTOR

BANKERS INSITUTE OF RURAL DEVELOPMENT
SECTOR- H LDA COLONY
KANPUR ROAD
LUCKNOW-226012

Dear Sir,

Having examined the specifications and schedule of quantities relating to the items of supply specified in the memorandum hereinafter set out and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to supply specified items in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, and in all other respects and in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a) Description of supply: **Supply, Installation, Commissioning and Testing of 100 units 32 inch Smart FHD LED TV at BIRD, Lucknow**

(b) Earnest money: **Rs. 25,000/-** (Rupees Twenty Five Thousand only)

(c) RMD: **5%** as retention money deposit (RMD) will be deducted from the bill/s.

(d) Time allowed for completion: **04 weeks** from date of issue of work order.

2. Should this tender be accepted, I/We hereby agree to abide by the terms and provisions of the said conditions of Contract annexed here to so far as they may be applicable or in default thereof to forfeit and pay to the Bankers Institute of Rural Development, Lucknow, the amount mentioned in the said conditions.

3. I/We have deposited a sum of **Rs. 25,000/-** (Rupees Twenty Five Thousand only) as Earnest Money with Bankers Institute of Rural Development, Lucknow, which is not to bear any interest. Should I/We fail to execute the contract when called upon to do so. I/We do hereby agree that this sum shall be forfeited by me/us to the Bankers Institute of Rural Development, Lucknow

4. Our bankers are:

(i)

(ii)

The names of partners of our firm are

(i)

(ii)

Name of the partner of the firm authorized to sign

OR

Name of person having Power of Attorney to sign the contract.
(Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

(Signature of Tenderer/Bidder)

(Signature and addresses of witness)

(1) _____

(2) _____

Instructions to Tenderers / Bidders and General Terms and Conditions of Tender

1. Bankers Institute of Rural Development – Training Centre of NABARD (hereinafter referred to as “BIRD”) having its Office at Sector H, LDA Colony, Kanpur Road, Lucknow intends to procure 100 units of 32 inch Smart LED FHD TV at BIRD, Lucknow, configuration of which are provided in Annexure-C to be delivered and installed at BIRD, Lucknow.
2. Offers are invited from established Tenderers, who have a minimum of 05 years of experience in supply of electronics items and authorized reseller of reputed OEM Manufacturers such as Samsung, LG, Sony and Panasonic.
3. **Eligibility Criteria:**

Only those bidders, who have minimum qualification as given below in undertaking **similar works**, need to apply for the tender.

 - a) The bidder shall have experience of 5 years of similar works
 - b) Should have a minimum turnover of Rs.27.00 Lakh each for the past three years
 - c) Should have executed similar orders of supply for Government organisations/PSUs/ Corporate Bodies in last 05 years.
 - d) Must have dealership certificate of one the approved brand.
4. The Tenderer is not blacklisted by any Central/State Government Departments. /Public Sector Banks / Financial Institutions in India.
5. BIRD reserves the right to verify /evaluate the claims made by the tenderer independently. Proposal of tenderer, who do not fulfil the above criteria or who fail to submit documentary evidence thereon, would be rejected
6. **EMD (Earnest Money Deposit)**

The Tenderer shall furnish a EMD of **Rs. 25,000/-** (Rupees Twenty Five Thousand only) by way of Demand Draft (DD) issued in favour of ‘Bankers Institute of Rural development’ drawn on any Nationalized Bank / Scheduled Bank payable at Lucknow OR fund transfer through NEFT/RTGS/IMPS etc. in BIRD’s Saving A/c No. 5411848265 with Kotak Mahindra Bank, IFSC: KKBK0005199 (underlined figures to be read as zero), Ashiyana Colony, Kanpur Road, Lucknow.
7. The EMD shall form part of the Technical Bid submitted by the Tenderer. Failure to comply with this condition, viz., non-submission of EMD amount mentioned above shall result in summarily rejection of the tender offer.
8. The EMD of unsuccessful Tenderers/bidders shall be returned within two weeks after the successful completion of the Bid Process. No interest is payable on such amount.

9. The EMD of successful Tenderer/bidders will be returned only upon the Tenderer's completion of indicated scope of work along with the final payment from which retention money to be deducted, which is 5% of final bill amount. No interest would be payable on this amount.
10. The EMD shall be forfeited:
(i) If the Tenderer withdraws his offer during the period of validity of the bid.
(ii) If the successful Tenderer fails to supply within the stipulated time schedule.
11. If the Tenderer fails to deliver all the products ordered within the stipulated time schedule or by the date extended by BIRD, it shall be treated as a breach of contract. In such case, BIRD may foreclose the aforesaid security without any notice.

12. Availability of Tender

Tenderers can use the Tender document uploaded on our website www.birdlucknow.in for submission.

13. Term of execution of work

The Tenderer shall deliver and complete the installation of all the devices within 04 weeks from the date of issue of the Purchase Order.

14. Warranty and AMC

The supplier/tenderer shall provide comprehensive on-site warranty of 01 year as indicated in the technical specifications for the items supplied. Further, the bidder/supplier/tenderer is also required to provide Technical / Maintenance support for the items supplied, for the period of warranty. However, BIRD reserves the right to award a third party AMC also. At any point of time, the bidder/supplier /tenderer may be required to duly hand over the components thereof to any party, which may be indicated by BIRD, for the purpose of further maintenance.

15. Delivery Schedule

If the quotation is accepted, the Tenderer would be required to complete the installation at site within 04 weeks of our placing the purchase order. Time is the essence of the contract. Bank may include a penalty clause for unwarranted delay in supply or commissioning of equipment.

16. Terms of Payment

- (i) **95%** of the value of items will be released on supply, installation & submission of satisfactory equipment installation reports.
- (ii) **5%** of the value of items will be retained as security deposit for the period of 01 year warranty from the date(s) of installation.

17. Delivery Condition

- a. The 100 units of 32 inch Smart FHD LED TVs are to be delivered at BIRD, Lucknow.
- b. The Tenderer may prepare three sets of Installation reports for each item countersigned by BIRD representative, one to be submitted to BIRD at the time of Installation, one copy to be submitted along with the bill and one to be retained by the Tenderer/Supplier.
- c. The products will be accepted by BIRD only after the completion of installation and due signing of the installation reports. The tenderer shall insure the products against any damage arising due to transportation and handling at both tenderer/supplier location as well as delivery location.
- d. If the tenderer fails to deliver all the products ordered within the stipulated time schedule or by the date extended by BIRD, it shall be treated as a breach of contract. In such case, BIRD may forfeit EMD without any notice.

18. Two Part Offer:

- a. Two separate sealed envelopes (Envelope I and Envelope II) super-scribed as **"Tender for Supply, Installation, Commissioning and Testing of 32 inch Smart LED FHD TV at BIRD, Lucknow – Technical Bid"** and **"Tender for Supply, Installation, Commissioning and Testing of 32 inch Smart LED FHD TV –Commercial Bid"** respectively shall be submitted. These envelopes shall contain the tender completed in all respects, duly signed by the tenderer and sealed, as necessary. These envelopes should be kept in a single large envelope and super-scribed **"Tender for Supply, Installation, Commissioning and Testing of 32 inch Smart LED FHD TV at BIRD, Lucknow"**. The single large envelope should be dropped inside the Tender Box available in at BIRD on or before 03rd February 2020 by 14:30 hours. Tenders received after this time limit shall not be accepted.
- b. The Commercial Bid shall give all relevant price information and quote prices only in Indian Rupees. The Commercial should not contradict the Technical Bid in any manner. The Commercial should comprise of price bid as per Annexure-D. This must contain all price information. **The commercial offer should not be conditional.**
- c. The offers must reach our office on or before 14.30 Hrs on 03rd February 2020

19. Offer Validity Period

The offer should remain valid for a minimum period of 60 days from the date of opening of technical bid. BIRD reserves the right to request the Tenderers/supplier for extension of offer validity.

20. Technical Bid (TB)

- a. The Technical Bid as per Annexure-C shall be complete in all respects and contain all information asked for in this document. It should not contain any price information. However, Technical Bid should confirm that all required

rates have been quoted in Commercial Bid without showing the actual amounts in the Technical Bid. The Pre-contract integrity pact shall be submitted with technical bid duly signed on **Rs.100/- non Judicial Stamp paper**.

b. The Technical Bid must be submitted in an organized and structured manner. No brochures/ leaflets, etc. should be submitted in loose form.

21. Erasures or Alterations

Technical details and commercial quotes must be completely filled up. The corrections or alterations, if any should be authenticated. In case of the corrections / alteration not properly authenticated, the offer shall be liable for rejection.

22. Price Composition

- The prices should be quoted only in Indian Rupees.
- The prices should be inclusive of all taxes, duties, local levies, etc.

23. No Price Variations

The commercial offer shall be on a fixed price basis. No upward revision in the prices would be considered during the offer validity period.

24. Evaluation process

- a. Only offers received on or before the stipulated date and time for responding to the Tender notice will be considered for evaluation.
- b. Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms and conditions stipulated in the tender documents Commercial offers of only those Tenderers, who qualify in the technical evaluation, would be opened.
- c. BIRD reserves the right to reject any or all offers under any of the following circumstances:-
 - EMD/ tender document fee, if applicable is not submitted
 - Offer is incomplete and / or not accompanied by all stipulated documents
 - Offer is not in conformity with the terms and conditions stipulated in this document and letter as per Annexure-A is not submitted.

25. No commitment to accept lowest or any tender

BIRD shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers without assigning any reason whatsoever.

26. Right to alter quantities

BIRD will be free to either reduce or increase the quantity to be purchased on the same terms and conditions.

27. Payment Terms

- i. No payment will be made in advance.
- ii. 95% (Ninety Five percent) of the payment due upon successful delivery and installation of the products against submission of Bills Invoice, delivery challan and Installation reports
- iii. Remaining 5% of the payment will be retained as Retention Money Deposit for the period of 01 year warranty from the dates of installation and will be released thereafter.
- iv. All payments will be made electronically.

28. Order Cancellation

If the Tenderer fails to deliver all the products ordered within the stipulated time schedule or by the date indicated by BIRD, it will be treated as a breach of contract. In such case, BIRD reserves the right to cancel the order without assigning any reason therefore and may forfeit EMD amount without any notice.

29. Confidentiality

Any publicity by the Tenderer involving the name of BIRD shall be done only with the explicit written permission from BIRD. The Tenderer shall not disclose the technical / commercial offers made to BIRD and also the terms & conditions to any other third party without prior written permission of BIRD

30. Force Majeure

In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labour trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented. Decision of BIRD in this regard shall be final and shall not be questioned in any arbitration or other legal proceedings.

31. Indemnity

The Tenderer shall indemnify BIRD against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of the required licenses and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Tenderer shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

32. Dispute Resolution

- a) All disputes and differences of any kind whatsoever, arising out of or in connection with this Tender or in the discharge of any obligation arising under this Tender (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Tender) shall be resolved amicably
- b) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. If no Tender is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, then the sole arbitrator shall be appointed as hereinafter provided.
- c) In case vendor raises a dispute and the same is referred to arbitration, BIRD shall send to vendor a list of three names of persons who shall be presently unconnected with BIRD or vendor. Vendor shall, on receipt of the names as aforesaid, select any one person so named to be appointed as sole arbitrator and communicate his name to BIRD within 30 days of receipt of the names. Tenderer/Bidder/Supplier shall thereupon without delay appoint the said person as the sole arbitrator. If Tenderer/Bidder/Supplier fails to select the person as sole arbitrator within 30 days of receipt of the panel BIRD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to vendor. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by BIRD from the above list of persons.
- d) In case BIRD raises a dispute and the same is referred to arbitration, Tenderer/Bidder/Supplier shall send to BIRD a list of three names of persons who shall be presently unconnected with Tenderer/Bidder/Supplier or BIRD. BIRD shall, on receipt of the names as aforesaid, select any one person out of the panel of three so named to be appointed as sole arbitrator and communicate his name to Tenderer/Bidder/Supplier within 30 days of receipt of the names. Tenderer/Bidder/Supplier shall thereupon without delay appoint the said person as the sole arbitrator. If BIRD fails to select the person as sole arbitrator within 30 days of receipt of the panel, Tenderer/Bidder/Supplier shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to BIRD. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by Tenderer/Bidder/Supplier from the above list of persons.
- e) The Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as in force and as amended from time to time. Where the parties appoint an Arbitrator, as per the procedure mentioned hereinabove, the award of the Arbitrator shall be final and binding on the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrator shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be a

reasoned award. It is hereby agreed that the Arbitrator shall not have powers to order any interim measures whatsoever during the course of arbitration.

f) The fees, if any, of the Arbitrator shall initially be paid in equal proportion by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator shall be directed to be finally borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Arbitrator as the case may be in the award.

g) All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Lucknow only and Courts in Lucknow only shall have jurisdiction to determine the same

33. Limitation of Liability

The maximum average liability of the Tenderer will be to the extent of the purchase order value. All indirect and consequential damages under this agreement are excluded except for the warranties and representations expressly stated herein.

34. Right to Accept/Reject the Offer

BIRD reserves the right to accept or reject any offer submitted in response to this TENDER and to annul the process at any time prior to placing of purchase order, without thereby incurring any liability to the affected Tenderer or any obligation to inform the affected Tenderers of the grounds for BIRD's action.

(Signature of bidder)

Name:

Date:

Address:

Seal/stamp:

Annexure – A

(Acceptance of Terms and conditions and EMD Details)

(Letter on the Tenderer's letterhead)

To
Director
Bankers Institute of Rural Development
Sector H, LDA Colony, Kanpur Road
Lucknow - 226012

Dear Sir,

Sub: Tender for Supply, Installation, Commissioning and Testing of 100 Units of 32 inch Smart FHD LED TVs at BIRD, Lucknow.

With reference to the above tender, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer for the Supply, Installation, Commissioning and Testing of 100 units of 32 inch Smart FHD LED TVs as detailed in your above referred tender.

2. We further confirm that the offer is in conformity with the terms and conditions as mentioned in the tender and all required information as per Annexure -B. We have enclosed a technical and commercial bid as per the format indicated in the tender.
3. We also confirm that our offer remains valid for 90 days from the date of opening of technical bid. We also understand that BIRD is not bound to accept the offer either in part or in full and that it has right to reject the offer in full or in part without assigning any reasons whatsoever.
4. We furnish here under the details of e-transfer submitted towards tender document fees and bid security.

EMD Details	
E-receipt No.	
Date	
Name of the Issuing Bank	
Name of the Branch	
Amount	

Yours faithfully,

Authorised Signatories
(Name & Designation, seal of the firm)

Date:

Annexure – B

(Organisational/ financial profile of the Tenderer/Bidder)

The details filled in this form must be truthful and complete. The Tenderer shall be able to provide sufficient documentary evidence, if sought, failing which the offer will be rejected summarily.

Sl. No.	Details	Response	Remarks, if any
1.	Name of the Tenderer		
2.	Address of the Registered Office	Address: Telephone: Email:	
3.	Name and Designation of the authorized person to make commitments to the Bank	Name: Designation: Mobile: Email:	
4.	Category of the Firm OEM Authorised Dealer Distributor of OEM		
5.	Authorisation Certificate from the Manufacturer (MAF) is	Yes No	
6.	i. GSTN Number ii. Income Tax Number iii. PAN		
7.	Number of years in supply of Electronics Hardware		
8.	Number of years in the Business as Authorised dealer for the OEM whose		
9.	Turnover a. 2016-17 b. 2017-18 c. 2018-19 NB: Provide only the figures		

10.	Details of customers whom similar products were supplied in the past two years including client details like contact person/number		
	Customer (1)		
	Customer (2)		
	Customer (3)		
11.	Name and address of Banker		

Annexure-C

Details of Technical Specification

Tender for "Supply, Installation, Commissioning and Testing of 100 Units of 32 inch Smart FHD LED TVs"

Technical specifications:

Make Model - Sony/ Samsung/ LG/Panasonic.

Minimum Technical Specifications required	Details of specification of items to be indicated by the Tenderer
Make (Brand) and Model	
Power Supply: 50-60Hz, AC 100-240V Hz	
Display Features: FHD (Full High Definition)	
Warranty: 1 Yr. Comprehensive Warranty	
Display Type: LED	
Screen Size: 32 Inches	
Connectivity: HDMI Port-02, USB Port-02	
Ethernet sockets 01 (RJ 45)	
WiFi-Direct	
Resolution: 1320 x 1080 pixels	
Speaker Output RMS-10 W x 2 (Number of speaker 02)	
TV and Accessories: Television, Remote Control, Batteries, Wall mounted Stand AC Power Adapter, AC Power Cord, User Manual, Warranty Card.	
Other features, if any may be indicated	

Note: Quantity (100) is tentative. Quantity of order may increase or decrease at the time of order depending upon administrative requirements.

Signature of authorized person
with date & Seal

Annexure-D

Bankers Institute of Rural Development (BIRD),

Sector-H, LDA Colony, Kanpur Road Lucknow

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

Bankers Institute of Rural Development (BIRD) hereinafter referred to as “The Principal”

And

..... hereinafter referred to as “The Bidder”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for. The Principal values full compliance with all relevant laws of the land, rules, regulation and economic use of resources and of fairness /transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

- (1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

- a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security. (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption

approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or are representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for his Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor appointed for BIRD is :

**Shri Subodh Kumar Goel 501, Tower-6
Common Wealth Games Village New Delhi – 110 092**

**Shri P K Sangewar, Retd. PCMM/SCR,
H no. 12-5-65/1, flat no 109, Shri Harsha Sethuram unique,
Vijaypuri colony, South Lalaguda,
Secunderabad, Telangana, 500 01**

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential. He / she reports to the Director, BIRD.
- (3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) Sub-with confidentiality. The Monitor has also

signed declarations on 'Non- disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, BIRD and recuse himself/herself from that case.

- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Director, BIRD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Director, BIRD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Director, BIRD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Director, BIRD.

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Lucknow.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(Office Seal)

(For & on behalf of the Bidder)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure – E

PRICE BID Detail

(To be submitted in separate sealed cover)

Quotation for “Supply, Installation, Commissioning and Testing of 100 Units of 32 inch Smart FHD LED TVs”

Make Model - Sony/ Samsung/ LG/Panasonic:

Sr. No	Description Make (Brand) and Model	Rate per unit of TV (INR)	Unit/ Quantity (Nos.)	Rate for 100 Units Inclusive of applicable GST	Rates quoted words (INR)
1	Supply, Installation, Testing & Commission of TV Set as per specification indicated in tender.		100		

Note: Quantity (100) is tentative. Quantity of order may increase or decrease at the time of order depending upon administrative requirements of BIRD Lucknow.

Signature of authorized person
with date & Seal