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आर्यभट्ट ज्ञान विश्वविद्यालय, पटना

मीठापुर, पटना-800001

दूरभाष-0612-2351919, ई-मेल: akuniv10@gmail.com

NIT No. 003/Admn/09-17/AKU/2020- 3521

Date:20.06.2026

E-TENDER NOTICE

Through e-procurement mode only <https://eproc2.bihar.gov.in>

Aryabhata Knowledge University, Mithapur, Patna invites E-Tender in two bid system (Technical and Financial) from the reputed bidders for Rate contract for Supply and Installation of Fire Extinguisher with necessary accessories at Aryabhata Knowledge University, Patna.

1.	Name of the Work	:	Rate contract for Supply and Installation of Fire Extinguisher with necessary accessories at Aryabhata Knowledge University, Patna.
2.	Cost of Document (Non-Refundable)	:	Rs. 10,000/- (Rs. Ten Thousand) Only.
3.	Earnest Money Deposit	:	Rs.2,50,000/- (Two Lakh-Fifty Thousand only)
4.	E-Tender Processing Fee	:	As per Eproc2 website
5.	Time of Contract	:	02 Years
6.	Bid start Date	:	20.06.2026
7.	Date of pre-bid meeting	:	02.07.2026 (Offline) at the Chamber of Registrar, AKU, Mithapur, Patna from 03:30 p.m.
8.	Last Date & Time for Uploading of bids	:	11.07.2026 up to 03:00 pm.
9.	Date & Time of Opening of Technical Bids	:	13.07.2026 at 12: 30 pm.
10.	Date & Time of Opening of Financial Bids	:	Will be intimated later
11.	Place of Opening of Bid	:	Registrar's Chamber
12.	Periods of Bids Validity	:	120 days
13.	Officer inviting Bids	:	The Registrar, AKU, Mithapur, Patna.
14.	For participation in E-tendering proc. The contractor shall have to get themselves registered to get User ID, Password & Digital Signature. This will enable accessing the website https://eproc2.bihar.gov.in & download / Participate in E-Tender.		
15.	(i) Bids along with necessary online payments must be submitted through e-procurement portal https://eproc2.bihar.gov.in before the date & time specified in the NIT. (ii) The department does not take any responsibilities for the delay /Non availability of internet connection, Network Traffic / Holidays or any other reasons."		
16.	Bid Document cost should be paid as per https://eproc2.bihar.gov.in		
17.	The authority shall have the right to reject the bid without assigning any reason what so ever. For any information department Contact No. 0612-2351919 may be used.		

(Authorized Signatory)

Registrar

Aryabhata Knowledge University

Mithapur, Patna - 800001

Registrar

Aryabhata Knowledge University, Patna

Date:

Place: Patna

Official Seal

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2/6/26

Instructions to Bidders (ITB)

1. **Name of Work:** Rate contract for Supply and Installation of Fire Extinguisher with necessary accessories at Aryabhata Knowledge University, Patna.
2. Aryabhata Knowledge University, Patna invites bids through E-tender system in two bid system (Technical & Financial Bid) from experienced and reputed Contractors, agencies/firms having experience in installation or in Operation and Maintenance of Fire Extinguisher with necessary accessories etc. having minimum of three-years' experience in the field, as under: -

Ser. No.	Type	Description
(i)	Name of Work	Rate contract for Supply and Installation of Fire Extinguisher with necessary accessories at Aryabhata Knowledge University, Patna.
(ii)	Earnest Money Deposit (EMD)	Rs.2,50,000/- (Two Lakh-Fifty Thousand only)
(iii)	Site Inspection	On 00.00.2026 from 11:00 Hrs. to 14:00 Hrs. at AKU, Mithapur, Patna.
(iv)	Pre-Bid Meeting (If required)	00.00.2026 at 15:30 Hrs. at AKU, Patna.
(v)	Last Date & Time for Uploading of bids	00.00.2026 up to 05:00 pm.
(vi)	Deposit of EMD through E-payment	00.00.2026 up to 05:00 pm.
(vii)	Last date and time of submission of electronic bid	00.00.2026 up to 05:00 pm
(viii)	Opening of Technical bid	00.00.2026 at 12:30 pm.
(ix)	Opening of Financial Bid	To be notified later.

The bids are to be submitted online in electronic format on websites. The Bidders may download Tender Document along with terms and conditions from <https://eproc2.bihar.gov.in> home page by clicking e-tendering portal. The bidders are requested to submit their bids prior to last date of submission to avoid any technical or other difficulty resulting in non-submission of their bids due to non-availability of website at last moment and or any reason whatsoever. Neither AKU nor the E-Tendering service provider shall be responsible for any issues such as internet connectivity or non-compatibility internet browser etc. The last date and time of submission of bids will not be extended due to the hanging of the system or congestion due to internet at the end of the bidders at the time of submitting tender. Bids not submitted online will not be entertained. AKU reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

3. Bidders who wish to participate in this tender will have to register online on <https://eproc2.bihar.gov.in>. Bidders will have to procure Digital Signature Certificate using which they can sign their electronic bids.

4. Bidders shall submit their offers online in an electronic format both for "Technical" and "Financial bid". However, Earnest Money Deposit (EMD) as prescribed, should have to pay through E-payment.

5. Before electronically submitting the tenders, it should be ensured that all the tender papers are digitally signed by the bidders.

6. **On Line submission of bids:** The online bids will have to be digitally signed and submitted within the time specified on website <https://eproc2.bihar.gov.in> the following manner: -

6.1 **Technical Bid: Scanned Copies to be uploaded (pdf)**

6.1.1 The bidder will have to deposit EMD Rs.2,50,000/- (Two Lakh-Fifty Thousand only) through E-payment. Scan copy of depositing EMD along with technical bid will have to be uploaded, otherwise the bid in electronic form will not be considered.

6.1.2 The technical information has to be prepared very carefully as indicated in the tender document since it will be the basis for the Technical Evaluation of bidders. Only relevant and to the point information/document should be uploaded. Failure to provide any required information, may lead to the rejection of the offer. Bidders must read the tender document very carefully before signing. Technical formats i.e. all Annexures, except Financial Bid Annexures/Schedule, any other relevant supporting documents including all the pages of tender document must be signed by hand of the authorized representative along with date as token of acceptance of the terms & conditions of tender, copy in favor of person signing the document in support of authorization /Power of Attorney, whichever is applicable should be uploaded by the bidder.

6.2 **Financial Bid (.xls):** This shall consist of financial format/schedules, they must be signed by the authorized representative along with date. The rates as given in the schedule shall quote in figures and the rates must be exclusive of all taxes in financial bid. The bidder is required to check the prices/amount carefully before uploading financial bid.

7. Proof of EMD is essential with technical bid otherwise bid in electronic form is liable to be rejected.

8. **Manual bids shall not be accepted.** The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

9. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

10. **Opening of Technical Bids:** Technical bids will be opened on **00.00.2026 at 14:30 Hrs.**

11. **Opening of Financial Bids:** Exact date and time shall be communicated through official E- mail address given in the bid document to the qualified bidders / uploaded on Website and <https://eproc2.bihar.gov.in>

12. Conditional bids would be summarily rejected.

13. In case no bid or single bid is received, or any one Bidder is left after Technical Evaluation or any other reason whatsoever, AKU, shall may at its sole discretion cancel the whole tendering process and invite Re-Tender.

14. **Pre-bid Meeting:** For any clarification on the Bidding Document, a pre bid meeting will be held on **00.00.2026 at 15:30 Hrs.** in the Chamber of Registrar, AKU, Mithapur, Patna.

15. Any separately submitted discount letter on the financial price shall not be considered by AKU and shall be a ground for disqualification. Evaluation of financial bid shall be considered only on the quoted price in the financial bid submitted by the bidders.

16. **Contact Person:** In case of any query, you may contact any of the following officials:

a) Mr. Designation: -, AKU – M. No.

b)

17. **Earnest Money Deposit (EMD):** Bidder should pay specified amount towards Earnest Money deposit as follows:

17.1 EMD Rs.2,50,000/- (Two Lakh-Fifty Thousand only) through E-payment.

17.2 EMD will not carry any interest.

17.3 EMD will be refunded to the unsuccessful bidders after finalization of the bid and EMD of successful bidder shall be returned after execution of Contract Agreement and submission of security deposit.

17.4 **The Earnest Money Deposit submitted by the bidder shall be forfeited if,**

- a) Successful bidder fails to execute an Agreement within specified time as per intimation/request of the AKU, Mithapur, Patna
- b) Successful Bidder withdraws his tender or backs out after acceptance,
- c) Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
- d) Bidder violates any of the terms and conditions of the tender,
- e) Bidder revises any of the items quoted during the validity period,
- f) Bidder is found to have indulged in fraudulent practices in the bid submission process.

18. **Site Inspection:** Before submission of offer, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

19. **Scope of Work-** The scope of work under this tender includes comprehensive Supply, Installation, Testing & Commissioning (SITC) of Fire Safety Systems including Compressed Air Foam (CAF) Based Fire Fighting Systems, Fire Extinguishers and associated accessories at Aryabhata Knowledge University (AKU), Patna. **The detailed scope shall include, but not be limited to, the following:**

19.1 **Supply of Equipment**

The bidder shall supply all fire safety equipment including CAF systems (50 Ltr trolley mounted), ABC type extinguishers/Fire Extinguisher Automatic Launcher, CO₂ extinguishers, Clean Agent (FK-5-1-12), Fire Extinguisher (Multi-Purpose) extinguishers, Foam type extinguishers, Wet Chemical extinguishers, exit signage, smoke detectors and all other accessories as per technical specifications and BOQ.

19.2 **Installation & Commissioning**

The bidder shall be responsible for complete installation, positioning, mounting, testing and commissioning of all supplied equipment at designated locations within the AKU campus as per approved site plan and fire safety norms.

19.3 **Site-wise Deployment**

Installation shall be carried out across various buildings including Administrative Block, Academic Block, Examination Block, Hostel, Guest House, Residential Areas and other identified locations as per site distribution plan.

19.4 **Compliance with Standards**

The bidder shall ensure that all offered products strictly meet the **technical specifications, standards, and requirements** as defined in the NIT and bid documents. Any deviation from the specified standards may lead to **rejection of the bid**.

19.5 **Testing & Demonstration**

The bidder shall conduct functional testing, performance testing and live demonstration of all fire safety equipment in presence of designated committee/authority.

19.6 **Training of Personnel**

The bidder shall provide on-site training to university staff regarding operation, handling and basic maintenance of fire safety equipment including CAF systems.

19.7 **Documentation & Certification**

The bidder shall submit all required documents including test certificates, warranty certificates, compliance certificates, user manuals and installation reports.

Handwritten signatures and dates in blue ink at the bottom of the page. On the left, there is a signature. In the center, there is a checkmark. On the right, there is a signature and the date '21/6/26'.

19.8 Warranty & Maintenance

The bidder shall provide minimum **5 years warranty** for all equipment and ensure maintenance support as per contract conditions.

19.9 Safety & Regulatory Compliance

All works shall be executed in compliance with applicable fire safety norms, local regulations and guidelines. The bidder shall ensure coordination for inspection, if required by competent authority.

19.10 Completion Timeline

The entire work including supply, installation and commissioning shall be completed within the stipulated time period as mentioned in the work order.

19.11 Comprehensive Responsibility

The bidder shall be fully responsible for end-to-end execution of the project including logistics, manpower, installation, testing and successful commissioning of the complete system.

19.12 Penalty Clause (Liquidated Damages)

- a. In case of delay in supply, installation and commissioning beyond the stipulated time, Liquidated Damages (LD) shall be imposed **@ 0.5% of the contract value per month of delay**, subject to a maximum of **5% of the total contract value**.
- b. In case of delay related to specific locations/blocks, penalty shall be calculated proportionately.
- c. If delay exceeds the maximum limit, the Purchaser reserves the right to terminate the contract and get the work executed at the risk and cost of the bidder.
- d. No penalty shall be applicable in case of Force Majeure, subject to approval of competent authority.

20. Payment Clause

- 20.1 No advance payment shall be made.
- 20.2 100% payment shall be released after successful supply, installation, testing and commissioning of all items, subject to submission of required documents and satisfactory certification by the competent authority.
- 20.3 Payment shall be made within a reasonable time as per applicable government financial rules.

21. Performance Bank Guarantee (PBG)

- 21.1 The successful bidder shall submit a **Performance Bank Guarantee (PBG) of 1-2% of the contract value** within 15 days from the date of issue of Letter of Intent/Work Order.
- 21.2 The PBG shall be valid for the entire contract period including warranty period, and shall be issued by any Nationalized/Scheduled Bank in favour of the competent authority.
- 21.3 The PBG shall be released after successful completion of all contractual obligations, subject to satisfactory performance.
- 21.4 In case of non-performance or breach of contract conditions, the PBG shall be liable to be forfeited.

22. **Termination Clause:** - The Purchaser reserves the right to terminate the contract, wholly or partially, at any time by giving written notice to the bidder in the following circumstances:

a) Termination for Default:

If the bidder fails to deliver, install or perform the work within the stipulated time, or fails to comply with any contractual obligations, the Purchaser may terminate the contract after giving reasonable notice.

b) Termination for Insolvency:

The contract may be terminated if the bidder becomes bankrupt, insolvent or goes into liquidation.

c) Termination for Convenience:

The Purchaser may terminate the contract at any time for its convenience by giving prior written notice, without

assigning any reason.

d) Consequences of Termination: Upon termination, the Purchaser shall have the right to:

- Forfeit the Performance Bank Guarantee
- Recover any loss incurred from the bidder
- Get the remaining work executed through alternate agency at the risk and cost of the bidder

e) No Compensation:

The bidder shall not be entitled to any compensation on account of termination, except for the work satisfactorily completed and accepted by the Purchaser.

Note: The decision of the Purchaser regarding termination shall be final and binding on the bidder.

23. Force Majeure Clause

- 23.1 The bidder shall not be liable for any delay or failure in performance of obligations due to Force Majeure events such as natural calamities, fire, flood, pandemic, government restrictions, war, or any other causes beyond the reasonable control of the bidder.
- 23.2 In such cases, the time for performance shall be extended suitably without imposition of any penalty, subject to submission of valid supporting documents and approval of the Purchaser.
- 23.3 No termination or penalty shall be applicable during the continuance of such Force Majeure conditions.

24. Arbitration Clause

- 24.1 In case of any dispute arising out of or in connection with this contract, the same shall be resolved amicably between the parties.
- 24.2 If the dispute is not resolved, it shall be referred to a **sole arbitrator mutually appointed by both parties**. The proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 24.3 The venue of arbitration shall be **Patna, Bihar**, and the decision of the arbitrator shall be final and binding on both parties.

25. Contract Period

- 25.1 The contract shall remain valid for a period of **12 (Twelve) months** from the date of issue of Work Order or till completion of supply, installation, testing and commissioning (SITC) of all items, whichever is later.
- 25.2 However, the contract may be extended for a further period on mutual consent of both parties, on the same terms and conditions.
- 25.3 In case of delay due to reasons beyond the control of the bidder, including Force Majeure conditions, suitable extension of time shall be granted without any penalty, subject to approval of the Purchaser.

26. Completion Period

- 26.1 The entire work of supply, installation, testing and commissioning (SITC) of all items shall be completed within **120 (Sixty) days** from the date of issue of Work Order.
- 26.2 The bidder shall submit a detailed execution plan and ensure timely completion as per approved schedule.
- 26.3 In case of delay due to reasons beyond the control of the bidder, including Force Majeure conditions or site constraints, suitable extension of time shall be granted without penalty, subject to approval of the Purchaser.

27. Award of Work

- 27.1 The work shall ordinarily be awarded to the **Lowest (L1) technically qualified bidder**, subject to fulfilment of all tender conditions.
- 27.2 However, the Purchaser reserves the right to verify the reasonableness of rates and may seek clarifications, if required. In case of minor deviations or clarifications, the bidder shall be given an opportunity to respond and comply before any decision is taken.

- 27.3 The Purchaser also reserves the right to negotiate with the L1 bidder, if considered necessary, for arriving at a fair and reasonable price.
- 27.4 The bidder shall not be disqualified for minor, non-material deviations or clerical errors, which can be rectified without affecting the substance of the bid.
- 27.5 The final award shall be made to the bidder whose bid is found responsive, technically suitable and financially acceptable to the Purchaser.

28. **Bid Rejection Clause**

- 28.1 The Purchaser reserves the right to accept or reject any or all bids without assigning any reason, as per applicable procurement rules.
- 28.2 However, bids shall not be rejected for **minor, non-material deviations, clerical errors or omissions**, which do not materially affect the substance of the bid. In such cases, the bidder may be given an opportunity to clarify or rectify the same.
- 28.3 Bids may be rejected under the following conditions:
- a) Non-submission of mandatory documents
 - b) non-compliance with essential technical specifications
 - c) Submission of false or misleading information\
 - d) Conditional bids affecting the scope or price
 - e) Failure to meet eligibility criteria

NOTE: - The decision of the Purchaser regarding acceptance or rejection of bids shall be final and binding.

29. **Integrity Pact (IP)**

This tender is subject to an Integrity Pact to ensure transparency, fairness and ethical conduct in the procurement process. All bidders shall submit a duly signed Integrity Pact along with their bid. The Integrity Pact shall be binding on both the Purchaser and the bidders for the entire procurement process. Any violation of the Integrity Pact may lead to disqualification of the bidder, cancellation of contract, or other appropriate action as deemed fit. However, no action shall be taken without giving the bidder an opportunity to be heard.

30. **GENERAL CONDITIONS OF CONTRACT (GCC)**

Downloading of Bid Document from the Website

The bidder shall download the bid document from the designated e-procurement portal. The bidder is advised to carefully examine all instructions, terms and conditions before submission of the bid. Any clarification required may be sought within the stipulated time.

Amendment to Bid Documents

At any time prior to the last date of submission, the Purchaser may amend the bid document. Such amendments shall be notified on the e-procurement portal. Bidders shall be given reasonable time to incorporate the changes, and no bid shall be rejected on account of such amendments if duly complied.

Language of Bid

The bid submitted by the bidder shall be in English or Hindi. Supporting documents in other languages shall be accompanied by translated copies. Minor language errors shall not lead to rejection, provided the intent of the bid is clear.

Clarification on Bids

During evaluation, the Purchaser may seek clarification from the bidders. The bidder shall be given reasonable opportunity to respond within the specified time. No bid shall be rejected without giving such opportunity for clarification in case of minor discrepancies.

Price Discrepancy

In case of any discrepancy between unit price and total price, the unit price shall prevail. However, the bidder shall be given an opportunity to confirm or correct the same before final evaluation.

Abnormal Rates

If the quoted rates are found to be unreasonably high or low, the Purchaser may seek justification from the bidder. The bidder shall be given an opportunity to explain the rates, and no bid shall be rejected solely on this ground without proper evaluation and clarification.

Execution of Contract Agreement

The successful bidder shall execute the Contract Agreement within the stipulated time after issuance of Letter of Award/Work Order. Necessary support and reasonable time shall be provided to complete the formalities.

Failure to execute the agreement without valid reasons may lead to cancellation of award as per tender conditions.

Contractor's Responsibility for Manpower & Safety

1. The personnel deployed by the contractor shall maintain strict discipline, professional conduct and shall perform their duties diligently within the premises of Aryabhata Knowledge University (AKU). The contractor's personnel shall not cause any disturbance, nuisance or interference with the functioning of the University. In case of unsatisfactory performance or misconduct, the contractor shall immediately replace such personnel as directed by the Purchaser.
2. The contractor shall be responsible for any loss, damage or breakage caused to the property, equipment or premises of AKU due to negligence or misconduct of its personnel. The contractor shall compensate AKU for such loss as assessed by the competent authority.
3. AKU shall not be liable for any injury, accident or death of the personnel deployed by the contractor during the execution of the work. The contractor shall be solely responsible for compliance with all applicable labour laws including the Workmen Compensation Act, 1923 and other relevant statutory provisions.
4. The contractor shall ensure that all deployed personnel are adequately covered under valid **Personal Accident Insurance / Workmen Compensation Insurance**. Proof of such insurance shall be submitted to the Purchaser, if required.
5. The contractor shall be responsible for ensuring safety measures, use of protective equipment and compliance with all safety regulations during execution of the work.

32. Dispatch Instructions

1.1 The General Conditions of Contract (GCC) shall form part of this tender. All pages of the tender document shall be duly signed and stamped by the authorized representative of the bidder in token of acceptance. The bidder shall submit complete information along with all required documents as specified in the tender.

1.2 The bidder is advised to carefully examine all the tender documents and understand the scope of work, terms and conditions before submission of the bid. Any submission shall be deemed to have been made after such examination.

In case of any doubt, discrepancy or requirement of clarification regarding the tender documents or scope of work, the bidder may seek clarification from the Purchaser within the stipulated time. No claim on account of lack of information shall be entertained after submission of the bid.

However, minor omissions or non-material deviations may be clarified by the bidder, if required by the Purchaser during evaluation.

1.3 Integrity Pact (IP)

Wherever applicable, the Integrity Pact shall form part of the tender documents and shall be submitted by the bidder along with the technical bid, duly signed and stamped.

Non-submission of Integrity Pact, where applicable, may be treated as a non-responsive bid. However, the bidder may be given an opportunity to submit the same within a reasonable time, if considered appropriate by the Purchaser.

33. Data to be Enclosed (Technical Bid Documents)

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- The bidder shall submit the following documents along with the Technical Bid. Non-submission of essential documents may render the bid non-responsive. However, the bidder may be given an opportunity to submit or clarify minor missing documents, if required.
- Copy of PAN (Permanent Account Number)
- GST Registration Certificate
- Authorization Letter / Power of Attorney (if applicable)
- Proof of Business Registration (Company / Firm / Proprietorship)
- Details of Organization (Name, Address, Contact Details)
- Proof of Turnover (as per tender requirements)
- Work Experience Certificates (as per eligibility criteria)
- Declaration regarding non-blacklisting
- Signed copy of Tender Document
- Integrity Pact (if applicable)
- Any other document as specified in the tender

Note: Only essential documents shall be treated as mandatory. Minor omissions or non-material deficiencies may be clarified during evaluation.

34. Evaluation of Bids

Bids shall be evaluated on a two-stage basis: Technical and Financial. Only technically qualified bidders shall be considered for financial evaluation.

35. Security Deposit

The successful bidder may be required to submit a Security Deposit as specified in the tender. The same shall be reasonable and proportionate to the contract value.

36. Return of Security Deposit

The Security Deposit shall be returned after successful completion of the contract and fulfillment of all obligations, without undue delay.

37. Bank Guarantees

Wherever applicable, Bank Guarantees shall be submitted in the prescribed format. Minor deviations in format may be accepted, subject to compliance with essential requirements.

38. Validity of Offer

The bid shall remain valid for a period of 120 days from the date of opening. Extension, if required, shall be with mutual consent.

39. Rejection of Tender and Other Conditions

The Purchaser reserves the right to accept or reject any bid. However, bids shall not be rejected for minor clerical errors or non-material deviations, and the bidder may be given an opportunity to clarify.

40. Cancellation of Contract in Full or in Part

The Purchaser may cancel the contract in full or part in case of non-performance. However, reasonable notice shall be given and the bidder shall be provided an opportunity to respond before such action.

41. Law Governing the Contract and Court Jurisdiction

The contract shall be governed by the laws of India. Courts at Patna, Bihar shall have jurisdiction. Efforts shall be made to resolve disputes amicably before legal proceedings.

42. Issue of Notice

All notices shall be issued in writing or through electronic means. Sufficient time shall be provided to the bidder to respond to such notices.

43. Commencement of Work

The bidder shall commence the work within the time specified in the Work Order. Reasonable extension may be granted in case of justified delays or site-related constraints.

44. Rights of AKU

AKU reserves the right to take appropriate action in accordance with the terms of the contract during its validity period, without affecting the overall obligations of the contractor.

45. Termination / Risk & Cost

AKU may terminate the contract or get the work executed through alternate agency, after giving reasonable notice, in the following circumstances:

- (i) Continued unsatisfactory progress of work
- (ii) Abandonment of work by the contractor
- (iii) Inability to complete the work within stipulated time
- (iv) Poor quality of work
- (v) Proven corrupt practices
- (vi) Insolvency of the contractor
- (vii) Persistent non-compliance of instructions
- (viii) Unauthorized subletting or transfer of contract
- (ix) non-fulfilment of contractual obligations

However, the contractor shall be given an opportunity to explain and rectify the issues before such action is taken.

46. Recovery of Loss

In case AKU incurs any loss due to non-performance of the contractor, the same may be recovered from the pending payments or Performance Bank Guarantee, after due assessment and communication to the contractor.

Note:

The above rights shall be exercised in a fair and reasonable manner, in accordance with applicable rules and contract conditions.

47. Arbitration & Reconciliation

In case of any dispute or difference arising out of or in connection with this contract, the parties shall first attempt to resolve the same amicably through mutual discussion and reconciliation. If the dispute is not resolved within a reasonable time, the same shall be referred to a **sole arbitrator mutually appointed by both parties**. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and its amendments. The venue of arbitration shall be **Patna, Bihar**, and the language of arbitration shall be English. **The decision of the arbitrator shall be final and binding on both parties. During the pendency of arbitration, both parties shall continue to perform their respective obligations under the contract, as far as practicable.**

48. Dispute Resolution Mechanism

In case of any dispute or difference arising out of or in connection with this contract, the following mechanism shall be followed:

Step 1: Amicable Settlement

The parties shall first attempt to resolve the dispute through mutual discussion and negotiation within a reasonable time.

Step 2: Reconciliation / Conciliation

If the dispute is not resolved amicably, the same may be referred for reconciliation/conciliation between the parties. Both parties shall make reasonable efforts to resolve the matter in a fair and transparent manner.

Step 3: Arbitration

In case the dispute remains unresolved, it shall be referred to a sole arbitrator mutually appointed by both parties, in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Patna, Bihar, and the decision of the arbitrator shall be final and binding on both parties.

49. Other Conditions

Failure to comply with the terms and conditions of the contract may result in termination of contract, forfeiture of Performance Security, imposition of penalty, or blacklisting as per applicable rules. However, the contractor shall be given an opportunity to respond before such action is taken.

The General Conditions of Contract (GCC), Instructions to Bidders (ITB), Special Conditions of Contract (SCC), Tender document and all Annexures shall form an integral part of the contract.

All Annexures and required documents shall be submitted duly signed and stamped by the bidder.

Either party may terminate the contract by giving 60 days' notice to the other party. In such case, payment shall be made for the work satisfactorily executed.

The rates quoted shall remain firm during the currency of the contract and no escalation shall be allowed, except as per applicable statutory provisions, if any.

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The bidder shall disclose details of any pending litigation, if applicable.

The contractor shall be responsible for compliance with applicable statutory requirements and shall indemnify AKU against any liabilities arising out of non-compliance.

AKU reserves the right to accept or reject any bid at any stage of evaluation, in accordance with applicable rules.

50. Terms & Conditions

1. Any corrigendum/addendum shall be published only on the Bihar e-Procurement portal (<https://eproc2.bihar.gov.in>). Bidders are advised to regularly visit the website for updates.
- In case of any corrigendum affecting the bid submission, reasonable extension of time may be provided, if required. If any corrigendum is published in last date of tender than only tender will be extended for a maximum period of 3 days, otherwise no date will be extended.
2. Bidders are advised to carefully study all technical and commercial aspects of the tender document. Non-compliance with essential requirements may result in rejection of the bid.
3. Sub-contracting shall not be permitted without prior written approval of AKU.
4. Bids shall be submitted online only through the e-procurement portal. Late submissions shall not be considered.



- 5. The tenders will be opened online on the scheduled date and time. In case of a holiday, the same shall be opened on the next working day.
- 6. AKU reserves the right to accept or reject any bid in accordance with applicable rules.
- 7. The successful bidder shall submit Performance Security (1-2% of contract value) in the form of Bank Guarantee.
- 8. Performance Security may be forfeited in case of non-performance, as per contract conditions.
- 9. The bidder shall ensure supply of items of same or higher specifications in case of replacement, without additional cost.
- 10. The bidder/OEM should have relevant experience as specified in the eligibility criteria.
- 11. The contract shall be governed by laws of India and jurisdiction shall be Patna, Bihar.
- 12. Payment shall be made after satisfactory completion of work and certification by the competent authority, within a reasonable time.
- 13. Applicable GST shall be paid as per prevailing rates at the time of invoicing.
- 14. The bidder shall submit an under taking stating the compliance with all the conditions of the Contract and Technical Specifications of the Bidding Document. Submit an Affidavit.
- 15. **Single OEM Requirement & Tender-Specific MAF** - All items under this tender must be supplied by a **single OEM/Bidder** only.

- The Bidder must furnish a valid **Manufacturer Authorization Form (MAF)** certificate from the OEM, specifically issued for this tender only. The MAF must clearly certify:

- 16. The bidder is authorized by the OEM to quote, supply, install, and support the products mentioned in this RFP.

The OEM shall extend full warranty, service, and technical support for all tendered items for the warranty period.

If a bidder submits a valid Authorization/Manufacturer Authorization Form (MAF) issued by the OEM, the bidder shall be allowed to rely on the OEM's credentials (such as technical capacity, certifications, and relevant documents) for the purpose of meeting the eligibility and technical qualification criteria. However, the bidder shall remain fully responsible for the execution of the contract, including supply, installation, and performance of the items. The Authorization/MAF must be tender-specific and shall clearly mention the bidder's name, tender details, and scope of authorization. It must also contain valid contact details of the OEM, including email ID and contact number, for the purpose of verification. The submitted Authorization/MAF shall be subject to verification from the OEM, and only those found valid shall be considered for evaluation.

51. Evaluation Process

- 1. The selection of bidder shall be based on a two-stage evaluation process:
 - (i) Technical Evaluation
 - (ii) Financial Evaluation

52. Technical Evaluation

- 1. The technical bids shall be evaluated based on eligibility criteria and documents submitted by the bidders.
- 2. Only those bidders who meet the eligibility criteria and submit required documents shall be considered technically qualified.
- 3. The Purchaser may seek clarifications or additional documents during evaluation, and bidders shall be given reasonable opportunity to respond.

53. Financial Evaluation

- 1. Financial bids of only technically qualified bidders shall be opened.
- 2. The contract shall be awarded to the Lowest (L1) bidder, subject to reasonableness of rates and fulfilment of all conditions.

54. Qualification Criteria (Pre-Qualification Requirements)

The bidder must meet the following eligibility criteria:

1. Legal Status

The Bidder may be a company registered under the Companies Act, or a partnership firm registered under the Partnership Act/LLP Act, or a sole proprietorship firm.

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The bidder shall submit valid registration documents such as Certificate of Incorporation, Partnership Deed/LLP Registration, Udyam Registration (MSME), GST Registration, Shop & Establishment Certificate, or any other valid registration issued by a competent authority, as applicable.

Bidders from any State/UT in India, shall be eligible to participate, subject to fulfilment of the tender conditions.

2. GST Registration

The bidder must possess a valid GST registration certificate.

3. PAN

The bidder must have a valid PAN issued by the Income Tax Department.

4. Experience

The Bidder/OEM should have a minimum of 3 (three) years of experience in the supply and installation of similar items/works during the last 7 (seven) years ending on the last date of bid submission.

The Authorized Bidder (on behalf of OEM) must have successfully completed similar works with a minimum cumulative value of INR 5 Crore during the last 7 (seven) years.

The OEM must have successfully completed similar works/supplies with a minimum cumulative value of INR 40 Crore during the last 7 (seven) years.

Only those experience certificates shall be considered which are issued by Government Departments, Public Sector Undertakings (PSUs), State Government Organizations, or Semi-Government Organizations. Certificates issued by private organizations shall not be considered.

The bidder shall submit copies of work orders along with completion certificates as proof of experience.

5. Turnover

The Bidder must have an average annual turnover of at least INR 1.5 Crore during the last five financial years. The OEM must have an average annual turnover of at least INR 40 Crore during the last five financial years. The turnover shall be certified by a Chartered Accountant.

6. Financial Documents

The bidder must attach audited ITR during last five year as supporting documents with balance sheet and P&L account statement.

7. Non-Blacklisting

The bidder should not have been blacklisted or debarred by any Government/PSU/University. A self-declaration shall be submitted.

8. Tender-Specific OEM Authorization / MAF Validation Clause

- If the bidder is participating on behalf of an Original Equipment Manufacturer (OEM), a valid Tender-Specific Manufacturer's Authorization Form (MAF) issued by the OEM must be submitted along with the bid.
- The MAF must clearly mention the name of the tender, tender number, bidder's name, and the scope of authorization, and shall be duly signed and stamped by the authorized signatory of the OEM.
- The OEM shall be solely responsible for issuing valid MAFs.
- In order to prevent submission of unauthorized or fraudulent bids, all MAFs submitted by bidders shall be subject to verification directly from the respective OEM. Only those bidders whose MAF is found valid shall be considered eligible. Any bid submitted with invalid, forged, or unverifiable MAF shall be rejected.
- The OEM may authorize more than one bidder for participation in this tender.

However, if the OEM itself participates in this tender, it shall not issue MAF/authorization to any other bidder for the same items.

In case it is found that the OEM has participated directly and has also issued MAF(s) to any bidder(s) for the same tender, then upon verification, **both the bid submitted by the OEM and the bid(s) submitted by its authorized bidder(s)** shall be rejected.

Further, such OEM and the concerned bidder(s) shall be liable for debarment from participation in the department's bidding process for a period of up to 2 (two) years, subject to due process as per applicable rules.

The OEM shall be fully responsible for the quality, warranty, and after-sales support of the supplied items.

9. Technical Compliance

Bidder shall submit undertaking stating compliance with all conditions of contract and technical specifications. Include self-declaration and data sheet for each product with make and model. Bidder/OEM must participate in all items. If bidder participates using tender-specific OEM authorization (MAF), the bidder may use OEM's technical documents, datasheets, and certifications for preparation of its technical bid, provided all documents remain authentic and signed by OEM.

10. Supporting Documents

The bidder shall submit relevant supporting documents such as company profile, experience certificates.

11. Quantity Flexibility

Quantity mentioned in bid is approximate and may increase or decrease by not more/less than 25%.

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Annexure – I**DOCUMENT CHECKLIST (TECHNICAL BID)**

(To be submitted as the First Page of Technical Bid after Covering Letter)

Name of Bidder: _____

Sl. No.	Document Description	Page No. in Bid	Submitted (Yes/No)	Remarks (if any)
1	Bidder Information Form			
2	Experience Details			
3	Tender Acceptance Letter			
4	Offer Forwarding Letter			
5	Authorized Signatory Declaration			
6	Site Condition Declaration			
7	No Deviation Certificate			
8	Relation Declaration			
9	Technical Compliance Matrix			
10	Non-Blacklisting Undertaking			
11	Fraud / Misrepresentation Undertaking			
12	Performance Undertaking			
13	PAN Copy			
14	GST Registration Certificate			
15	Turnover Certificate (CA Certified)			
16	ITR / Financial Statements			
17	Experience Certificates / Work Orders			
18	OEM Authorization / MAF (if applicable)			
19	Integrity Pact			
20	Any Other Document (Specify)			

Important Instructions:

1. This checklist is indicative and not exhaustive.
2. Bidder may add additional rows as required.
3. Page numbers must be clearly mentioned for evaluation.
4. Non-submission of required documents may lead to rejection of the bid.

Declaration

I/We hereby certify that all documents submitted in the Technical Bid are listed above.

Signature of Authorized Signatory

Name & Designation

Date & Place

Company Seal





TENDER FORMS

Annexure-II

BIDDER INFORMATION FORM

Date: _____

Sl. No.	Particulars / Details	Information to be Filled by Bidder
1	Name of Bidder / Firm	
2	Registered Office Address	
3	Communication Address	
4	Contact Details	Telephone: _____ Mobile: _____ Email: _____ Website (if any): _____
5	Authorized Person	Name: _____ Designation: _____ Mobile: _____ Email: _____
6	Alternate Contact Person	Name: _____ Designation: _____ Mobile: _____ Email: _____
7	PAN Number (Attach Copy)	
8	GST Registration Number (Attach Copy)	
9	Type of Organization	Proprietorship / Partnership / Company (Attach Proof)
10	Registration Number (Company/Firm)	
11	Year of Establishment	
12	Average Annual Turnover (Last 3 Years)	FY 2022-23: ___ FY 2023-24: ___ FY 2024-25: ___
13	Income Tax Return (Last 3 Years)	Attach Copies
14	Bank Details	A/C No: _____ IFSC: _____ Bank Name: _____ Branch: _____
15	EMD Details (if applicable)	Amount: _____ Transaction Ref No: _____ Date: _____
16	Office Presence (if required)	Details of Local Office (if any): _____
17	Work Experience Summary	Attach details as per tender
18	Details of 3 Clients (with contact)	Name / Organization / Contact No.
19	Pending Litigation (if any)	Yes / No (If yes, provide details)
20	Acceptance of Tender Conditions	Yes / No

Declaration

I/We hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I/We have read and understood all the terms and conditions of the tender and agree to abide by the same.

Signature of Authorized Signatory: _____

Name & Designation: _____

Date: _____

Place: _____

Company Seal

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2/2/20

Annexure – III

BIDDER'S EXPERIENCE & FINANCIAL CAPABILITY**A. Details of Similar Work Experience***(Supply & Installation of Fire Safety Equipment / Fire Extinguishers)*

Sl. No.	Name & Address of Client	Name & Location of Work	Nature of Work	Value of Work (₹ in Lakh)	Contract Period (From– To)	Work Order / Completion Certificate (Yes/No)
1						
2						
3						
4						
5						

Note:

Relevant supporting documents (Work Order / Completion Certificate) shall be enclosed.

B. Financial Capability*(Average Annual Turnover for last 3 Financial Years)*

Sl. No.	Financial Year	Turnover (₹ in Lakh)
1	2021-22	
2	2022-23	
3	2023-24	
4	2024-25	
5	2025-26	
	Average Turnover	

Note:

- Turnover certificate duly certified by Chartered Accountant shall be submitted
- Supporting documents such as Balance Sheet / P&L Statement shall be enclosed

Declaration

- I/We certify that the above information is true and correct to the best of my/our knowledge.

Signature of Authorized Signatory
Name & Designation
Date & Place
Company Seal

TENDER ACCEPTANCE LETTER*(To be given on Company Letter Head)*

To,
The Registrar,
Aryabhata Knowledge University,
Mithapur, Patna – 800001

Subject: Acceptance of Terms & Conditions of Tender

Tender Reference No.: _____

Name of Work: Rate contract for Supply, Installation, Testing & Commissioning (SITC) of Fire Safety Systems including CAF Systems at Aryabhata Knowledge University, Patna

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above-mentioned work from the Bihar e-Procurement portal (<https://eproc2.bihar.gov.in>) and have carefully examined the same.
2. I/We hereby certify that I/we have read and understood the entire tender document, including all annexures, schedules and corrigendum(s), which shall form part of the contract agreement.
3. I/We confirm that all corrigendum(s) issued, if any, have been taken into consideration while submitting this acceptance letter.
4. I/We hereby unconditionally accept all the terms and conditions of the tender document in its entirety.
5. I/We declare that our firm has not been blacklisted or debarred by any Government Department, Public Sector Undertaking, University or any other organization.
6. I/We certify that all information furnished by us is true and correct to the best of our knowledge. In case any information is found to be incorrect or misleading, the Purchaser may take appropriate action as per tender conditions, including rejection of bid or termination of contract.

Signature of Authorized Signatory: _____

Name & Designation: _____

Date: _____

Place: _____

Company Seal




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21/6/28

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be submitted on the Letter Head of the Bidder)

Offer Reference No.: _____

To,
The Registrar,
Aryabhata Knowledge University,
Mithapur, Patna – 800001

Subject: Submission of Bid against Tender Reference No. _____

Dear Sir,

I/We hereby submit our bid for the work:

“Rate contract for Rate contract for Supply, Installation, Testing & Commissioning (SITC) of Fire Safety Systems including CAF Systems at Aryabhata Knowledge University, Patna”, in accordance with the terms and conditions of the tender document.

I/We have carefully examined and understood the following documents and agree to abide by the same:

- Notice Inviting Tender (NIT)
- General Conditions of Contract (GCC)
- All Amendments / Corrigenda / Clarifications issued
- Technical and Financial Bid Documents
- PQC/Terms & condition /etc.

I/We agree that, in the event of our bid being accepted, we shall:

- Submit the Performance Security / Security Deposit within the stipulated time
- Execute the Contract Agreement as per tender conditions
- Carry out the work in accordance with the scope, specifications and timelines

I/We confirm that the Earnest Money Deposit (EMD), if applicable, has been submitted as per the provisions of the tender.

I/We further declare that the information furnished in the bid is true and correct and we fully accept all terms and conditions of the tender document.

Signature of Authorized Signatory: _____

Name & Designation: _____

Date: _____

Place: _____

Company Seal

Handwritten signatures and dates in blue ink, including a signature on the left and a date '2/11/26' on the right.

Annexure – VI

Declaration

(To be submitted on the Letter Head of the Bidder)

To,
The Registrar,
Aryabhata Knowledge University,
Mithapur, Patna – 800001

Subject: Declaration by Authorized Signatory
Tender Reference No.: _____

Dear Sir,

I/We hereby certify that all the information and documents submitted by us in respect of the above tender are true and correct to the best of my/our knowledge.

I/We have carefully read and understood all the terms, conditions, specifications and other requirements of the tender and agree to comply with the same.

I/We further certify that I/we am/are duly authorized to sign and submit this bid on behalf of the bidder, and a valid Authorization Letter / Power of Attorney is enclosed.

Signature of Authorized Signatory: _____
Name & Designation: _____
Date: _____
Place: _____

Company Seal

Enclosure: Authorization Letter / Power of Attorney

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2/6/26

Annexure – VII

Declaration

(To be submitted on the Letter Head of the Bidder)

To,
The Registrar,
Aryabhata Knowledge University,
Mithapur, Patna – 800001

Subject: Declaration for Knowledge of Site Conditions

Tender Reference No.: _____

Dear Sir,

I/We hereby declare that we have visited the site (or have otherwise obtained sufficient information) and have fully understood the site conditions, scope of work and all other relevant factors necessary for execution of the work.

I/We confirm that we shall not raise any claim at a later stage on account of lack of knowledge of site conditions.

Signature of Authorized Signatory: _____

Name & Designation: _____

Date: _____

Place: _____

Company Seal

Signature

Signature

*P
2/6/26*

Annexure – VIII**Declaration**

(To be submitted on the Letter Head of the Bidder)

To,
The Registrar,
Aryabhata Knowledge University,
Mithapur, Patna – 800001

Subject: No Deviation Certificate
Tender Reference No.: _____

Dear Sir,

We hereby confirm that we have not modified or altered any part of the tender document issued by AKU.

We further confirm that our bid is submitted without any material deviation and we fully accept all terms and conditions of the tender document, including corrigenda (if any), Integrity Pact (if applicable) and other provisions.

In case any deviation is observed at a later stage, AKU reserves the right to take action as per tender conditions.

Signature of Authorized Signatory: _____
Name & Designation: _____
Date: _____
Place: _____

Company Seal

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Annexure – IX

Declaration*(To be submitted on the Letter Head of the Bidder)*

To,
The Registrar,
Aryabhata Knowledge University,
Mithapur, Patna – 800001

Subject: Declaration regarding relation in AKU
Tender Reference No.: _____

Dear Sir,

I/We hereby declare the following:

The Proprietor / Partner(s) / Director(s) of our firm **do not have any relation** employed in AKU.

OR

The Proprietor / Partner(s) / Director(s) of our firm **have relation(s)** employed in AKU. Details are as under:

1. Name: _____ Designation: _____
2. Name: _____ Designation: _____

I/We further declare that the above information is true and correct. In case any information is found to be false, AKU may take action as per tender conditions.

Signature of Authorized Signatory: _____
Name & Designation: _____
Date: _____
Place: _____

Company Seal

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[Signature]

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2/6/26*

Annexure – XTECHNICAL COMPLIANCE MATRIX*(To be submitted on Letter Head of Bidder)*

Sl. No.	Item Description	Required Specification	Bidder Compliance (Yes/No)	Make	Remarks
1.	Water Mist & CAFS High Pressure 50 Ltr	As per tender specs			
2.	Clean Agent (FK-5-1-12)/Fire Extinguisher (Multi-Purpose) 6ltr/9ltr	As per tender specs			
3.	Telescopic Wall Mounting Bracket (721-1200 mm)	As per tender specs			
4.	Exit Signage (300×100 mm)	As per tender specs			
5.	ABC (EN Standard) (MAP90) 06 KG	As per tender specs			
6.	Automatic Launcher (MAP90) – 06 KG	As per tender specs			
7.	Foam Type – 09 Ltr	As per tender specs			
8.	Wet Chemical Type – 09 Ltr	As per tender specs			
9.	CO2 Aluminum Type – 4.5 KG	As per tender specs			
10.	Evacuation Plan & FRP	As per tender specs			
11.	Fire Extinguisher (Multi-Purpose) 6ltr	As per tender specs			
12.	Fire Extinguisher (Multi-Purpose) 9ltr	As per tender specs			

Note:

The Bidder/OEM is strictly required to ensure that all offered products fully comply with the specifications mentioned in the tender document.

Any non-compliance, deviation, or failure to meet the prescribed technical specifications shall render the bid liable for rejection and the bidder may be declared technically disqualified.

The bidder must clearly indicate compliance against each item. Incomplete or ambiguous compliance may also lead to rejection of the bid.

All detailed technical specifications and requirements of the products are enclosed in the NIT / Tender Document.

“It shall be an essential condition of eligibility that the complete range of the aforesaid products is manufactured and supplied exclusively by a Single Original Equipment Manufacturer (OEM) or by an Authorized Firm duly nominated by such OEM. Bidders failing to establish conformity with this requirement shall be rendered non-responsive and disqualified from the evaluation process.”

Only such OEM shall be considered **qualified** who:

- o Manufactures all the above products by themselves, **or**
- o Is capable of supplying all the above products directly or **through their authorized partner(s)**.

The OEM shall provide all the necessary **valid certifications, test reports, and compliance documents** for the supplied products.

Bidders must clearly submit an **OEM Authorization Certificate** in case the supply is made through authorized partners.

FINANCIAL BID / SCHEDULE OF RATES (BOQ)*(To be submitted in Financial Bid)***Name of Work:**

Supply, Installation, Testing & Commissioning (SITC) of Fire Safety Systems including CAF Systems at Aryabhata Knowledge University (AKU), Patna

Sl. No.	Item Description	Unit	Qty	Unit Rate (₹)	Total Amount (₹)
1.	Water Mist & CAFS High Pressure 50 Ltr	Nos.	1		
2.	Clean Agent (FK-5-1-12) 6ltr	Nos.	1		
3.	Telescopic Wall Mounting Bracket (721-1200 mm)	Nos.	1		
4.	Exit Signage (300×100 mm)	Pieces	1		
5.	ABC (EN Standard) (MAP90) 06 KG	Nos.	1		
6.	Automatic Launcher (MAP90) – 06 KG	Nos.	1		
7.	Foam Type – 09 Ltr	Nos.	1		
8.	Wet Chemical Type – 09 Ltr	Nos.	1		
9.	CO2 Aluminum Type – 4.5 KG	Nos.	1		
10.	Evacuation Plan & FRP	Nos.	1		
11.	Fire Extinguisher (Multi-Purpose) 6ltr	Nos.	1		
12.	Fire Extinguisher (Multi-Purpose) 9ltr	Nos.	1		

Total Amount (Including GST): ₹ _____**Note:**

Rates shall be inclusive of all costs. Any arithmetical errors may be clarified during evaluation.

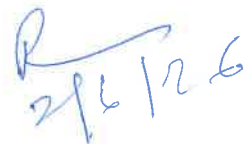
NON-BLACKLISTING UNDERTAKING

I/We hereby declare that our firm has not been blacklisted, debarred or banned by any Government Department, PSU, University or any other organization.

In case any such information is found to be incorrect, AKU may take action as per tender conditions after giving an opportunity to explain.

Signature
Name & Designation
Seal





Annexure – XIII

UNDERTAKING FOR FRAUD & MISREPRESENTATION

(On Letter Head)

I/We hereby declare that all documents and information submitted by us are true and genuine.

In case any document/information is found to be false or misleading, AKU may take appropriate action as per tender conditions, including rejection of bid or termination of contract, after due process.

Signature
Name & Designation
Seal

Annexure – XIV

PERFORMANCE UNDERTAKING

(On Letter Head)

I/We hereby undertake that we shall execute the work in accordance with the tender specifications, within stipulated time and maintain required quality standards.

We further undertake to provide necessary support during warranty period and comply with all contractual obligations.

Signature
Name & Designation
Seal

Annexure – XV

CONFIDENTIALITY / NON-DISCLOSURE UNDERTAKING

I/We undertake to maintain confidentiality of all documents, data and information received during the execution of the contract.

We shall not disclose any such information to any third party without prior written permission of AKU, except as required for execution of the work.

Signature
Name & Designation
Seal



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2/6/26

Annexure – XVI

GENERAL DECLARATION

I/We hereby declare that:

1. We have read and accepted all terms and conditions of the tender.
2. All information submitted is true and correct.
3. We have not been blacklisted by any Government/PSU/University.
4. We agree to comply with all contractual obligations.
5. We have no conflict of interest in this tender.

AKU may take appropriate action as per tender conditions in case of any discrepancy.

Signature

Name & Designation

Seal

Annexure – XVIICONTRACT AGREEMENT FORMAT*(To be executed on Non-Judicial Stamp Paper of ₹100/-)*

This Agreement is made on this ___ day of _____ 2026 between:

Aryabhatta Knowledge University (AKU), Patna
(hereinafter referred to as "AKU")

AND

M/s _____
(hereinafter referred to as "Contractor")**1. Scope of Contract**

The Contractor shall execute the work:

"Supply, Installation, Testing & Commissioning (SITC) of Fire Safety Systems including CAF Systems at AKU"
in accordance with the tender documents and contract conditions.**2. Contract Documents**

This Agreement shall include:

- NIT, ITB, GCC, SCC
- BOQ / Price Bid
- All Annexures & Declarations
- Letter of Award / Work Order

All documents shall form integral part of the contract.

3. Contract Period

The contract shall remain valid as per the Work Order or till completion of work, whichever is later.

4. Performance SecurityThe Contractor shall furnish **Performance Bank Guarantee of 1-2%** of contract value within stipulated time.**5. Obligations of Contractor**

The Contractor shall:

- Execute work as per specifications
- Maintain quality and timelines
- Comply with applicable laws

6. Payments

Payments shall be made as per terms of the tender and after satisfactory completion of work.

7. Indemnity

The Contractor shall indemnify AKU against any losses, damages or liabilities arising out of execution of work.

8. TerminationEither party may terminate the contract by giving **30 days' notice**, subject to conditions of the contract.**9. Dispute Resolution**

Disputes shall be resolved as per Arbitration & Dispute Resolution clauses of the tender.

10. Governing Law

The contract shall be governed by laws of India and jurisdiction shall be Patna, Bihar.

IN WITNESS WHEREOF

Both parties have signed this Agreement:

For Contractor

Signature: _____

For AKU

Signature: _____

Witness 1: _____

Witness 2: _____





Annexure – XVIII

PERFORMANCE BANK GUARANTEE FORMAT*(To be executed on Non-Judicial Stamp Paper of ₹100/-)*

To,
The Registrar,
Aryabhata Knowledge University, Patna

Bank Guarantee No.: _____**Date:** _____**Amount:** ₹ _____**Validity:** Up to _____

This Bank Guarantee is issued by [Name of Bank], in favour of Aryabhata Knowledge University (AKU), Patna.

1. Guarantee

We hereby irrevocably and unconditionally guarantee payment to AKU up to an amount of ₹ _____ (Rupees _____ only) against due performance of the contract by M/s _____ (Contractor).

2. Obligation

In the event of failure of the Contractor to perform contractual obligations, the Bank shall, upon written demand by AKU, pay the guaranteed amount without demur, subject to the terms of this guarantee.

3. Limit of Liability

The total liability of the Bank under this Guarantee shall not exceed ₹ _____.

4. Validity

This Guarantee shall remain valid up to _____ (Contract Period + 3 months).

5. Claim Period

Any claim under this Guarantee must be made on or before the expiry date, failing which the Bank shall be discharged from its liability.

6. Governing Law

This Guarantee shall be governed by the laws of India and subject to jurisdiction of courts at Patna, Bihar.

7. Amendment

This Guarantee shall not be altered without prior written consent of AKU.

For Bank

Authorized Signatory
(Name, Designation & Seal)

Annexure –XIX

Integrity Pact

This Integrity Pact is made between: Aryabhata Knowledge University (AKU), Patna (hereinafter referred to as the "Purchaser")

AND

_____ (Name of the Bidder) (hereinafter referred to as the "Bidder")

1. Purpose

The purpose of this Integrity Pact is to ensure that the procurement process is conducted in a fair, transparent and corruption-free manner.

2. Commitments of the Purchaser

The Purchaser commits that:

No official shall demand or accept any bribe, gift or undue advantage
The process shall be conducted in a fair and transparent manner

3. Commitments of the Bidder

The Bidder commits that:

No bribe, gift or inducement shall be offered
No collusion with other bidders shall be undertaken
No attempt shall be made to influence the procurement process

4. Violation of Integrity Pact

In case of violation:

The bidder may be disqualified
The contract may be cancelled
Appropriate action may be taken as per rules

However, the bidder shall be given an opportunity to explain before any action is taken.

5. Validity

This Integrity Pact shall be valid from the date of submission of bid till completion of the contract.

6. Dispute Resolution

Any dispute arising out of this Integrity Pact shall be resolved in accordance with the Arbitration Clause of the tender.

For Purchaser

Signature: _____

For Bidder

Signature: _____

Name: _____

Designation: _____

Date: _____

DETAIL SUMMARY REPORT OF FIRE AUDIT
Aryabhata Knowledge University (AKU), Patna

SL.No.	Products	Unit
1.	Water Mist & CAFS High Pressure	50Ltr
2.	Clean agent - (FK-5-1-12)	06 KG
3.	Exit Signage – Slandered	Pices
4.	ABC (EN Standard) (MAP90)	06 KG
5.	Automatic Fire Extinguisher with Dual Technology (MAP90)	06 KG
6.	Foam Type (EN Standard)	06 KG
7.	Wet Chemical type	09 Ltr
8.	CO2 Aluminum Type	4.5 KG
9.	Evacuation plan & FRP	PCS
10.	Fire Extinguisher (Multi-Purpose)	6ltr/9ltr
All the products should be supply through a single supplier/OEM with all certification & Given specification in RFP.		

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SL. No	Water mist- High Pressure & CAFS (Trolley Mounted) - Capacity- 50 ltr. Technical Specification	
1.	Technology	High Pressure Water Mist & CAFS
	Capacity (size)	50 Ltrs. (As per EN 1866-1:2007-08)
	Working Pressure	31 Bar
	Water Cylinder - construction	Aluminum Alloy 6061 T6
	Water Cylinder external paint	The cylinder should be of red color with powder coating. The paint should
	Trolley	As per DIN EN1866-1:2007
	Air Bottle Capacity	6 liters/300 bar
	Air Bottle - construction	Mild Steel
	Air Bottle - markings	Chief Controller of Explosives/model number/serial number / year of manufacture/Chief Controller of Explosives approved valve with built in pressure gauge The serial number on the cylinder shall match with the certificate.
	Air Bottle - propellant	Compressed normal air
	Air Bottle - certification	PESO (Petroleum and explosive safety organization) Approved
	Total weight Filled	Not more than 106 kg (Water Bottle filled & Air bottle 06 liters / 300 bar air filled)
	Operating - temperature	Minimum +5 degree to maximum +60 degree Celsius
	Gun - construction	Stainless Steel Body
	Gun - weight without hose	Should be 800 gm. \pm 2%
	Hose Length	Minimum 5 Meter
	Jet - Lancing Distance	16 meters or more.
Jet - Maximum Discharge duration- Continuous and at full throttle	120 Seconds.	
Consumption of extinguishing agent	0.40 to 0.43 liters per second	
Water Bottle - Pressure release mechanism to decompress the water bottle	Pressure release mechanism to decompress the water bottle shall be provided for fast refilling	
Device operation	Shall be suitable for both left- and right-hand operations	
Fire extinction - suitability with standard AFFF 6% confirming to IS 4989 or UL 162 standards	Class – A Fires Class – B Fires Class – B Polar Solvent Fires Live Electrical fires - 1000 V as per EN 3-7:2004+A1:2007 Tested for 35 kV	
System Test: Electrical Test Certificate - With details of test methods	Tested from ERDA as per EN 3-7:2004+A1:2007 for Dielectric test both with Water + Foam Mode - Jet	
NOC from PESO	NOC from PESO for approval of High-Pressure water mist & CAF Fire extinguisher to be submitted	
Product Certificates:	Certification from NABL accredited Lab and any Central Govt. Lab. (tested in Indian condition) as per EN 1866-1:2007-08. Test report shall be enclosed along with the offer.	
Fire Rating Certificates with standard AFFF 6% foam: For Class A	Minimum 55 A	
Fire Rating Certificates with standard AFFF 6% Foam: For Class B	Minimum IV B	
PED certification	The product should be PED certified to PED 2014/68/EU, ANNEXIII (MODULE H)	
Warranty	5 Years (Subject to maintenance)	
Spare parts support	For 10 years	
PESO License	The supplier should have a license from PESO for refilling & storage of high-pressure gas cylinders.	
warranty	05 years	

SL.No.	Clean agent (FK-5-1-12) - Capacity- 6 Kg
2	Technical Specification
	Type- Stored Pressure
	Extinguishing Media- Clean Agent (certificate of manufacturer/supplier)
	Clean Agents Fire Extinguisher Capacity in Kg- 6 kg
	Operating Temperature (°C)- -30°C to +60°C
	Minimum Effective discharge time for Fire Extinguisher- 9 second
	Fire Rating- 21B
	Conformity to Standard- IS: 15683: 2018 (Latest amendments)
	BIS- Yes
	PED-Yes
	AFTRL approved
	warranty - 5 years

EMERGENCY EXIT SIGNAGE - Standard Size		
SI. No	Details	Evacuation Plan
3.	Outer Cover	2 mm-thick photoluminescent plastic
	Paint	Highest quality UV resistant glass paint
	Frame	Aluminum made
	Material	Non-radioactive, non-phosphorous, non-toxic and lead free.
	Glowing Time	3100 minutes
	Luminance	215 mcd/sq m
	Warrantee	1 years





SL.No.	ABC POWDER TYPE- Stored Pressure
	<p data-bbox="890 286 1040 315" style="text-align: center;">Capacity- 6 Kg</p> <p data-bbox="480 387 660 416">• Construction</p> <ol data-bbox="480 432 1414 591" style="list-style-type: none"> 1. Vessel used in the manufacturing should be constructed using Deep Drawn Technology and MIG welding. 2. Material use of construction should be [Steel CR2(DC01)]. 3. Valve Construction: Forging and Machining. 4. External Coating of Can: Epoxy Polyester Powder coating.
04.	<p data-bbox="480 667 660 696">• Performance</p> <ol data-bbox="480 701 1453 1272" style="list-style-type: none"> 1. Each vessel needs to be checked for tensile strength upto 35 kgf/cm² and Manufacturer has to submit Hydrostatic pressure testing certificate for the same. 2. Service pressure and Maximum service pressure of extinguisher should be 15bar and 17.2bar respectively. 3. Minimum burst pressure of extinguisher shall not be less than 55bar and crack should not occur at welding upto 80bar. Actual burst pressure should be above than 110 bar with no crack at welding seam. 4. In-house Helium Leak Detection Testing is must to ensure maintenance of Stored Pressure in the cylinder over a period of 5 years and provide certificate for the same. 5. There should be a Tamper - proof a metal pin. 6. The fire extinguisher must have a Magnetic Pressure Gauge to enable the checking of pressure gauge's correct working without dismantling or opening the cylinder. 7. Discharge time should not less than 21 Seconds. 8. Fire Extinguisher must have controllable discharge mechanism to provide flexibility of releasing extinguishing agent on targeted fire location. 9. Bulk range throw should be minimum 4.5 meters. 10. As per IS: 15683, Fire rating should be for class A: 6A and class B:183B 11. As per EN 3-7, Fire rating should be for class A: 27A and class B:183B 12. Applicable on Class A, B, C and electrically started Fire. <p data-bbox="480 1346 644 1375">• Certification</p> <ol data-bbox="480 1379 1430 1693" style="list-style-type: none"> 1. The current and valid BIS certification IS 15683:2018 needs to be submitted along with the offer. 2. The Product should be certified by an ILAC accredited lab. 3. The firm shall submit the product certificate from an ILAC accredited lab. 4. Dry Chemical powder used as extinguishing agent should be Mono Ammonium Phosphate (MAP) 90% concentration. 5. The Product should be EN PED Approved and CE marked. 6. The extinguisher should be pressurized using high grade Dry Nitrogen as per IS 1747 standard. OEM declaration should be submitted. 7. The firm should submit the product performance test report from NABL accredited Lab as per IS 15683. <p data-bbox="469 1704 660 1733">Warranty - 5 years</p>

Fire Extinguisher Launcher Technical Specification Capacity- 6 Kg		
SL.No.	Product Name	Automatic Fire Ext Launcher MAP-90 6KG MS SP
	STORED PRESSURE/CARTRIDGE	Stored Pressure
	EXTINGUISHING AGENT	ABC Powder MAP 90
	CERTIFICATION TYPE	CE Marked & PED Approved, BSI
	Discharge Time	15 second
	GROSS WEIGHT	Approx. 11.50 kg
	NET MASS	5.88 to 6.12 kg
	APPROX. HEIGHT OF FIRE EXT.	545 mm
	DISCHARGE MECHANISM	Squeeze Grip/ Automatic
	APPLICABLE ON FIRES	A, B, C, & Electrical Started Fire
	FIRE RATINGS as per BIS	4A 113B
05.	EN 3 FIRE RATINGS	21A 113B
	CAN CONSTRUCTION	DEEP DRAWN AND MIG WELDED
	VALVE / CAP CONSTRUCTION	FORGING AND MACHINING
	EXTERNAL COATING	EPOXY POLYESTER POWDER
	HELIUM LEAK DETECTION	YES
	WORKING PRESSURE	15Bar
	DIA. OF SHELL (OD)	160.0 mm
	OPERATING TEMPERATURE	-20oC to +60oC
	HYDROSTATIC TEST PRESSURE	35Bar
	CYLINDER MATERIAL SPEC.	Steel CR2(DC01)
	BODY THICKNESS	1.6 mm
	Warrantee	05 years

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Sl. No.	FOAM TYPE - Capacity- 9Ltr.
06.	
	<ul style="list-style-type: none"> • Construction
	1. Vessel used in the manufacturing should be constructed using Deep Drawn and MIG welding.
	2. Discharge hose is provided and length of hose should not be less than 550 mm.
	3. Material of construction should be [Steel CR2(DC01)].
	4. Valve Construction: Forging & Machining.
	5. Internal Coating of Can: Epoxy Powder coating.
	6. External Coating of Can: Epoxy Polyester Powder coating.
	<ul style="list-style-type: none"> • Performance
	1. Service pressure and Maximum service pressure of extinguisher should be 15 bar and 18 bar respectively.
	2. Minimum burst pressure of extinguisher shall not be less than 160 bar and crack should not occur at welding.
	Also
	confirms that the burst should not cause the cylinder to fragment, does not show any sign of brittleness, any characterize defect in the metal and no parts should eject from the cylinder during test.
	3. There should be a safety locking device.
	4. Discharge time should not less than 35 Secs.
	5. Fire Extinguisher must have controllable discharge mechanism to provide flexibility of releasing extinguishing agent on targeted fire location.
	6. Bulk range throw should be minimum 5.5 Meters.
	7. Applicable on Class A & B Fire.
	8. As per IS: 15683, Fire rating should be class A: 4A and class B: 233B.
	9. As per EN 3-7, Fire rating should be for class A: 21A and class B: 233B
<ul style="list-style-type: none"> • Certification 	
1. The current and valid BIS certification IS 15683:2018 needs to be submitted along with the offer.	
2. The Product should be certified by any EN notified body as per EN 3-7, EN 3-8, EN 3-9.	
3. The firm shall submit the product certificate from an EN notified body.	
4. The Product should be EN PED Approved and CE marked	
5. The extinguisher should be pressurized using high grade Dry Nitrogen as per IS 1747 standard. OEM declaration should be submitted.	
6. The firm should submit the product performance test report from NABL accredited Lab as IS 15683.	
5. The Product should be EN PED Approved and CE marked.	
6. The extinguisher should be pressurized using high grade Dry Nitrogen as per IS 1747 standard. OEM declaration should be submitted.	
7. The firm should submit the product performance test report from NABL accredited Lab as per IS 15683.	

SL.No.	WET CHEMICAL TYPE - Capacity- 9Ltr.	
07.	Product Name	FIRE EXT WET CHEMICAL 9L SS SP RED
	AGENT	CLASS K FOAM
	STORED PRESSURE/CARTRIDGE	STORED PRESSURE
	CERTIFICATION OR VERIFYING BODY	EUROCERT
	CERTIFICATION TYPE	PED
	DUAL CERTIFICATE	NOT APPLICABLE
	BIS MARKING	YES
	LPCB MARKING	NOT APPLICABLE
	KITEMARK MARKING	NOT APPLICABLE
	CE MARKING/UK CA CE	YES
	BULK RANGE DISCHARGE (BRD AS PER IS-15683)	>2 METERS
	GROSS WEIGHT (APPROX)	17.40KG
	NET CONTENT	8.55 TO 9.00 LTR
	DISCHARGE MECHANISM	SQUEEZE GRIP
	APPLICABLE ON FIRES	A, F & ELECTRICAL STARTED FIRE.
	IS 15683 RATINGS	NOT APPLICABLE
	EN 3 RATINGS	21A, 75F
	CAN CONSTRUCTION	DRAWN ROLLED & MIG WELDED
	VALVE / CAP CONSTRUCTION	FORGING AND MACHINING
	INTERNAL COATING	EPOXY POLYESTER POWDER
	EXTERNAL COATING	EPOXY POLYESTER POWDER
	HELIUM LEAK DETECTION TESTING	YES
	WARRANTY IN YEARS	5
	WORKING PRESSURE	15 BAR
	HYDROSTATIC TEST PRESSURE	35 BAR
	DIA. OF SHELL (OD)	175 MM
	HEIGHT OF FIRE EXT. (APPROX)	610 MM
	BODY THICKNESS (APPROX)	1.5 MM
	CYLINDER MATERIAL SPEC.	SS 304 (1 4301)
	OPERATING TEMPERATURE	5 °C TO 60°C

SL No.	Co2 Aluminum Type - Capacity- 4.5 Kg
08.	Construction
	1. Vessel used in the manufacturing should be constructed as per IS 15660.
	2. Diameter of shell is approx. 140 mm and mounted on trolley.
	3. Sheet metal thickness should not less than: 4.0 mm.
	4. Used/Unused readiness Indicator to identify the used extinguishers from the unused extinguishers.
	5. Material of construction should be [Al Alloy 6061].
	6. The extinguisher should be trolley mounted for easy maneuvering.
	7. Valve Construction: Forging & Machining.
	8. External Coating of Can: Epoxy Polyester Powder coating.
	9. Gross weight should be within the range of 13.90 to 14.40 kg
	10. Content mass should be within the range of 4.275 to 4.725 kg.
	11. Serial no. and date of manufacturing should be embossed on the body of the fire extinguisher.
	•Performance
	1. Discharge time should not less than 9 Secs.
	2. Fire Extinguisher must have controllable discharge mechanism to provide flexibility of releasing extinguishing agent on targeted fire location.
	3. Bulk range throw should be minimum 2.0 Meters.
	4. Applicable on Class B, C & Electrically started fire.
	5. Fire rating should be class B: 55 B.
	•Certification
1. The current and valid BIS certification IS: 15683:2018 needs to be submitted along with offer.	
2. The vessel should be PESO Approved.	
3. The Product should be PED Approved and CE marked.	
4. The carbon dioxide gas shall conform to IS 15222 with latest amendment.	
5. Discharge valve shall be conformed to IS 3224:2002 or latest version.	
6. The Co2 Cylinder shall be conformed to IS 15660.	
Warrantee - 5 years	

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TECHNICAL SPECIFICATIONS of Fire Extinguisher 6 Ltr Multi-Purpose		
PORTABLE TYPE EXTINGUISHERS		
09.	Nomenclature	All Fires Fire Extinguisher 6 Ltr
	Stored Pressure / Cartridge	Stored Pressure
	Agent	Fluorine Free Synthetic Foam
	CE	Yes
	Gross Weight (approx.)	9.45 Kg
	Net Contents (approx.)	6 Ltr
	Approx. Height of Fire Ext.	520 mm
	Discharge Mechanism	Squeeze Grip
	Applicable On Fires	Class A, B, C, F, ESF, Li-Battery
	Fire Rating to IS 15683	4A, 144B, 25F
	Battery Rating to NTA 8133	600 W/h
	Can Construction	Deep Drawn & MIG Welded
	Valve / Cap Construction	Forging And Machining
	Internal Coating	Plastic Lining
	External Coating	Epoxy Polyester Powder
	Warranty In Years	5
	Min. Effective Discharge Time (MED) (as Per Is-15683)	26 sec
	Min. Bulk Range of Discharge (as Per Is-15683)	4.6 m
	Working Pressure	15 Bar
	Dia. Of Shell (OD)	160 mm
Operating Temperature	5°C to 60°C	
Hydrostatic Test Pressure	35 Bar	
Cylinder Material Spec.	Steel CR2(DC01)	
Body Thickness	1.4 mm	

The extinguisher should be tested & certified by testing agency Kiwa to for 600Wh.

The extinguisher should be tested for Class C fires as per Australian standards AS/NZS 1850:2009.

The extinguisher should be tested & certified for electrical non conductivity as per Dielectric test of IS 15683:2018.

The extinguisher should be PED certified to PED 2014/68/EU, ANNEXIII (MODULE H).

Fire extinguishing agent should be Fluorine Free Synthetic Foam.

TECHNICAL SPECIFICATIONS of Fire Extinguisher Multi-Purpose 9 Ltr		
PORTABLE TYPE EXTINGUISHERS		
10.	Nomenclature	All Fires Fire Extinguisher 6 Ltr
	Stored Pressure / Cartridge	Stored Pressure
	Agent	Fluorine Free Synthetic Foam
	CE Marked	Yes
	Gross Weight (approx.)	13.40 Kg (approx.)
	Net Contents (approx.)	9 Ltr
	Approx. Height of Fire Ext.	610 mm
	Discharge Mechanism	Squeeze Grip
	Applicable On Fires	Class A, B, C, F, ESF, Li-Battery
	Fire Rating to IS 15683	6A, 183B, 75F
	Battery Rating to NTA 8133	600 W/h
	Can Construction	Deep Drawn & MIG Welded
	Valve / Cap Construction	Forging And Machining
	Internal Coating	Plastic Lining
	External Coating	Epoxy Polyester Powder
	Warranty In Years	5
	Min. Effective Discharge Time (as Per IS-15683)	42 sec
	Min. Bulk Range of Discharge (as Per IS-15683)	4.9 m
	Working Pressure	15 Bar
	Operating Temperature	5° C to 60°C
Hydrostatic Test Pressure	35 Bar	
Cylinder Material Spec.	Steel CR2(DC01)	
Body Thickness	1.4 mm	

The extinguisher should be tested & certified by testing agency Kiwa to for 600Wh.
 The extinguisher should be tested for Class C fires as per Australian standards AS/NZS
 The extinguisher should be tested & certified for electrical non conductivity as per Dielectric of IS 15683:2018.
 The extinguisher should be PED certified to PED 2014/68/EU, ANNEXIII (MODULE H) & CE
 Fire extinguishing agent should be Fluorine Free Synthetic Foam.