



**CENTRAL UNIVERSITY OF SOUTH BIHAR**  
**SH-7, Gaya Panchanur Road, Vill- Karahra,**  
**Post- Fatehpur, PS- Tekari, Dist-Gaya (Bihar), PIN- 824236**

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**Notice Inviting Tender (NIT)**

**Index for Tender Form**

Sl. No.	Items	:	Details
1.	Tender Notice No & Date	:	CUSB/PSD/SOE/Fur/TENDER/29/2018-19, Dated 19/03/2019.
2.	Name of the Work	:	<b>Supply &amp; Installation of “Desk and Bench in classroom of School of Education Building of CUSB at Panchanpur, Gaya (Bihar)”.</b>
3.	Earnest Money Deposit	:	Earnest Money Deposit (EMD) of Rs. 1,50,000/-/- in shape of Demand Draft/ FDR drawn in favour of Central University of South Bihar, payable at Gaya from any scheduled bank.
4.	Pre-bid meeting	:	28/03/2019 from 03:00 PM onwards at University Panchanpur campus at Gaya.
5.	Start of submission of bids	:	19/03/2019
6.	Last date and time for submission of bids	:	15/04/2019 by 4:00 PM
7.	Date and Time of opening of Technical Bid	:	15/04/2019 by 4:15 PM
8.	Date and Time of opening of Financial Bid	:	Shall be published on University website ( <a href="http://www.cusb.ac.in">www.cusb.ac.in</a> )
9.	Place of opening of bids	:	Purchase section, Upper Ground Floor, Administrative Building, CUSB, Panchanpur, Gaya

Seal & Signature of Tenderer

Tender Notice No & Date: CUSB/PSD/SOE/Fur/TENDER/29/2018-19, Dated 19/03/2019.

## **NOTICE INVITING BIDS**

The Central University of South Bihar invites sealed tenders for **Supply & Installation of “Desk and Bench in classroom of School of Education Building of CUSB at Panchanpur, Gaya (Bihar)”** from original manufacturers/ authorized dealers/ distributors. The last date and time of submission of tender document is 15/04/2019 by 4:00 PM. The detailed tender document is available on the University website [www.cusb.ac.in](http://www.cusb.ac.in). The tender forms may be downloaded from University website and be accompanied by DD of Rs. 500/- (as tender fee) in favour of Central University of South Bihar, payable at Gaya.

Seal & Signature of Tenderer

**Supply & Installation of “Desk and Bench in classroom of School of Education Building of CUSB at Panchanpur, Gaya (Bihar)”.**

### **Technical Bid**

**Note:** This is to be kept in **Envelope “B”** sealed and it should be written on envelop that Tender for the **Supply & Installation of “Desk and Bench in classroom of School of Education Building of CUSB at Panchanpur, Gaya (Bihar)”**.

Seal & Signature of Tenderer

## NOTICE INVITING BIDS

Tender Notice No & Date: CUSB/PSD/SOE/Fur/TENDER/29/2018-19, Dated 19/03/2019.

The Central University of South Bihar (CUSB), invites sealed tender in two bid system for the **Supply & Installation of “Desk and Bench in classroom of School of Education Building of CUSB at Panchanpur, Gaya (Bihar)”** from the original manufacturers/authorized dealers/ distributors. Details are as follows:

Sl. No	Description of Goods	Estimated Cost including GST (Rs.)	Earnest Money to be Deposited	Last date & time of submission of Tender document	Time allowed for completion of project
1.	<b>Supply &amp; Installation of “Desk and Bench in classroom of School of Education Building of CUSB at Panchanpur, Gaya (Bihar)”</b>	70 Lakhs	1.5 Lakh	15/04/2018 by 4:00 PM	60 days after issue of Letter of Award

2. The tender document must be accompanied by a Demand Draft for the amount mentioned in Annexure “A” in Indian Rupees only, on a schedule bank drawn in favour of Central University of South Bihar, payable at Gaya as Earnest Money for the above tender.

### 3. Eligibility Criteria (details to be submitted in Annexure “B”)

#### 3.a. Physical

The Firm should have completed One similar work of ₹ 56 Lakhs or Two similar work of ₹ 42 Lakhs or Three similar work of ₹ 28 Lakhs Similar works/ supplies and installation in Central Government/ State Government/ PSU/ Universities/ Reputed Higher Educational Institutions in the last 3 years ending on F.Y. 2018-19 . Similar works is defined as Supply & Installation of **“Wooden Furniture”**.

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### **3.b. Financial**

The firm should have average annual financial turnover of at least Rs. 70 Lakhs during the preceding last 3 consecutive financial years. The audited balance sheet for FY. 2017-18, 2016-17 & 2015-16 is essential along with the technical bid.

4. Sealed tender documents duly signed on all pages are required to be delivered at Central University of South Bihar, by Registered Post/ Speed Post/By Hand (to be submitted in Tender Box) to reach on or before **15/04/2019 by 4:00 PM**. The Technical Bids will be opened at CUSB, Gaya. The Tenderers or their authorized representatives may attend the opening of Technical and Financial Bid. The date of opening of the Financial Bids shall be published on University website ([www.cusb.ac.in](http://www.cusb.ac.in)) . If the University happens to be closed on the date of receipt of the bids or opening of bids as specified in the tender document, the bids will be received and opened on the next day of opening of the office on the same time and venue.
5. The Tenderer shall quote for the materials to be supplied as per detailed specifications as given in the tender document and strictly in accordance with relevant IS codes and CPWD specifications.
6. For any clarification and doubt related with the tender, Tenderers should email their queries to registrar@cub.ac.in on or before 15/04/2019.
7. The tender shall be submitted in three separately sealed envelopes marked as “A”, “B”, & “C”. The language used shall be English. In case any information is given in foreign language, then translated (in English) copies of those pages must be enclosed, failing which the tender will be disqualified.

### **8. ENVELOPE “A” (Earnest Money & Tender Cost)**

The tender shall be accompanied by the cost of the tender document for Rs.500/- (Indian Rupees Five Hundred Only) in the form of Demand Draft failing which the tender will not be accepted. Tender must also be accompanied by Earnest Money as mentioned above in the form of Demand Draft in favour of Central University of South Bihar, payable at Gaya executed by any Scheduled Bank. The Demand Draft towards Earnest Money & cost of tender.

### **9. ENVELOPE “B” (Technical Bid Document)**

- 9.i. Those Tenderers, who are not the manufacturer but are authorized by the original manufacturer to supply the goods, should establish their credentials by giving valid documentary evidences of similar supplies to have been executed in India.
- 9.ii. **Checklist for Envelope “B”**
  - 9.ii.a. Copy of registration of GST.
  - 9.ii.b. Copy of Trade License, Factory License/Excise Registration

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- 9.ii.c.** Copy of Income Tax Permanent Account Number
- 9.ii.d.** Copy of Memorandum and Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms etc.
- 9.ii.e** Copy of Authorization for Participation in subject bid (not required in case of Proprietorship firm).
- 9.ii.f.** Authorization certificate from the Original Equipment Manufacturer (OEM).
- 9.ii.g.** All pages of tender document including various sections and Annexure-A, except priced bid to be submitted in sealed Envelope-“B”.
- 9.ii.h.** Technical Catalogue of quoted product should be attached with the technical bid and same should be available on OEM website. Non-compliance shall result in rejection of tender.

## **10. Envelope “C” (Financial Bid Document)**

- 10.1.** The **Envelope “C”** shall contain the tender documents and information related to the schedule of quantities quoting the rates per Unit/Price etc. of the item pertaining to the Financial Bid on the Financial Bid document, issued by CUSB, along with the tender document.
- 10.2.** All columns shall be duly filled in with specific information on the cost involved
- 10.3** The rates for the items shall be quoted in Indian Rupees.

**\*NOTE** The Tenderer should clearly mention in all the three envelopes (i.e. A, B and C) clear description of the items for which the offer is being quoted. If any discrepancy is observed the offer would be treated as non-responsive and would be rejected out rightly.

- 11.**
- **Envelope “A”** (Earnest Money & Tender Cost),
  - **Envelope “B”** (Technical Bid Document), and
  - **Envelope “C”** (Financial Bid Document), shall be in separate sealed envelopes, each marked as “**Envelope “A”**”, “**Envelope “B”**” and “**Envelope “C”**”, respectively.
- All the three envelopes shall be submitted together in another big envelope sealed and super-scribing thereon Tender for **Supply & Installation of “Desk and Bench in classroom of School of Education Building of CUSB at Panchanpur, Gaya (Bihar)”**.
  - The envelope should be addressed to, The Registrar, Central University of South, SH-7, Gaya - Panchanpur Road, Village - Karhara, Post- Fatehpur, P.S. Tekari, District - Gaya (Bihar) PIN - 824236.

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- The envelope marked “**Envelope-B**” of only those Tenderers shall be opened, whose earnest money & tender cost are placed in the “**Envelope “A”** and found to be in order.
12. The Tender Evaluation Committee will evaluate the Technical Bids and is fully authorized to reject any incomplete tender or on its satisfaction that the requirements are not met as per the technical specification as mentioned in this tender document. The decision of the Tender Evaluation Committee shall be final. Only those Technical Bids declared qualified by the Tender Evaluation Committee shall be eligible for consideration of Price Bid. Those successful Tenderers for whom the **Envelope “C”** (Price Bid) is to be opened shall be duly intimated.
  13. **Clarification on Tender Documents.**
    - 13.1. During evaluation of tenders, the University authorities/ committee may at its discretion ask the Tenderer for any clarification(s) if so deemed fit. The request for clarification and the response shall be in writing. However, the Tenderer is not permitted to alter the price(s) furnished in the Price Bid (**Envelope “C”**).
    - 13.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (i.e. obtained by multiplying the unit price and quantity), the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
  14. The amount of Earnest Money Deposit (EMD), in case of successful Tenderer, shall be refunded on successful completion of delivery/installation. However, EMD of unsuccessful Tenderers will be refunded after the award of the contract to the successful Tenderer.
  15. The CUSB, does not bind itself to accept the lowest or any other tender, and reserves the authority to reject any or all the tenders received without assigning any reason. Tenders not in compliance with any of the prescribed conditions or incomplete in any respect or in presence of any correction not duly dated, initialed by the Tenderer will be liable to be rejected. However, the final decision for accepting or rejecting any or all tenders will be in the sole discretion of Vice Chancellor, CUSB.
  16. Tenderer may be required to provide a sample of the quoted product/solution if asked for technical evaluation within a notice of 2/3 days. Further, shop drawings of all the items covered under scope of work and Bill of Quantity to be prepared by vendor in accordance with space planning of House building and should be submitted to the University before start of manufacturing of items. The time required for site visit, preparation and approval of shop drawing and costing

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involved is deemed to be included in completion time and quoted rates. Nothing extra shall be paid on account of above. The University reserves the right to ask for minor changes in specification in the interest of work and overall requirement based on operational need and tenderer shall be required to incorporate the said changes without any additional cost.

- 17.** Tender shall remain open for acceptance for a period of 90 days from the date of opening of the tenders. If any Tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to CUSB, then CUSB, shall without any prejudice to any other right or remedy, be at liberty to forfeit full earnest money, absolutely. The decision of Vice Chancellor, CUSB in this behalf shall be final and binding on the Tenderer.
- 18.** The notice Inviting tender shall form a part of the contract document.
- 19.** No additional conditions from the Tenderer shall be acceptable. The tenders having any additional conditions will be summarily rejected without assigning any reason

Date:

Place:

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# **TECHNICAL BID**

Please supply the following information along with documentary evidence wherever possible. However, if the space provided for any entry is insufficient, please give information on additional sheets as appendices, and give the number of appendices at the appropriate place. All appendices must be signed.

1. Name of the Manufacturer/Authorized Dealer (supplier)/ Distributor :
  
2. (a) Complete Correspondence Address :  
Telephone No. of the company :  
Fax No. of the company :  
Email address of the company :  
Website address, if any :  
(b) Name & Designation of the Contact person(s) :  
Address :  
Telephone No. :  
Fax No. :
  
3. (a) Number & Date of Registration of the manufacturer with the Govt. (if any):  
(b) Income Tax Account No.:  
(c) ISO Certification? If Yes, give details:  
(d) GST No.  
(e) Does the Bidder have certification from any other internationally recognized body of certification? If yes, give details.  
(f) Turn-over of last three financial years, 2017-18, 2016-17, 2015-16 (attach proof)  
(g) Any other information
  
4. Profile and detailed Set-up of the Bidder: (Attach also the brochure, booklet etc. of the company, if available).

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3. Give the details of major clients handled by the Bidder (currently in hand or handled in the recent past) in the following format (documentary evidence of major contracts/supplies must be annexed)

<b>Sl. No.</b>	<b>Client details with address, Tel., Fax, email</b>	<b>Amount of supply of Wooden Furniture</b>	<b>Date of supply &amp; completion/ commissioning of work</b>
1.			
2.			
3.			
4.			
5.			

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# GENERAL CONDITION OF PURCHASE

## 1. Definitions

- 1.1. In this Purchase, the following terms shall be interpreted as indicated.
- (a) "The Order" means the agreement entered into between the Purchaser and the Supplier including all the attachments and appendices and all documents incorporated as per notification of award.
  - (b) "The Purchase Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligation;
  - (c) "The Goods" means all the items, which the Supplier is required to supply to the Purchaser under the Contract;
  - (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services training and other obligations of the Supplier covered under the Contract
  - (e) "GCP" means the General Conditions of Purchase contained in this section
  - (f) "The Purchaser" means the organization purchasing the Goods i.e **CENTRAL UNIVERSITY OF SOUTH BIHAR, GAYA.**
  - (g) "The Purchaser's country" is India.
  - (h) "The Supplier" means the individual or firm supplying the Goods and Services.
  - (i) "Day" means calendar day.

2. **Application** - These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the tender.

3. **Standards** - The Goods supplied under this Purchase/ contract shall conform to the standards mentioned in the Technical Specifications, relevant IS Codes, CPWD specification and when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned Institution.

## 4. Use of Purchase Documents and Information

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Purchase, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.

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4.3 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. **Patent Rights** - The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. **Submission of the bids** - All bids complete in all respect must reach the purchaser within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders/delayed bids and tenders received without earnest money etc. shall be rejected.

## 7. **Inspections and Tests**

7.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. Factory inspection may be carried out by the University before supply of material.

7.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

7.3. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5. Nothing in GCP Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## 8. **Consequences of rejection**

8.1. If in the event the stores are rejected by the purchaser at the destination and the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser will be at liberty to:

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- (a) Allow the supplier to resubmit the stores in replacement of those rejected, within a specified time without any extra cost to the purchaser or
- (b) Reject the material, which shall be final and binding on the contractor.
- (c) Procure the rejected materials of comparable quality from the open market/Govt. stores and the supplier shall be liable to pay the difference in price over the RC prices or get the amount adjusted from the outstanding bills of the supplier, if any or EMD.

## 9. Packing

- 9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, in any subsequent instructions ordered by the Purchaser.

## 10. Delivery and Documents

- 10.1. The Supplier shall make delivery of the Goods within specified period from the placement of purchase order in pursuance of the notification of award. The purchase order would be placed after assessing the requirements on quarterly basis. However, the supplier shall also arrange to execute all orders on priority basis which would be placed to meet any emergent requirements.
- 10.2. In case the purchaser decides to conclude parallel rate contracts, then the requirements would be split on different firms on equitable basis as per the discretion of the purchase
- 10.3 The delivery of Stores shall be affected at the premises of the University free of all delivery charges and within the stipulated time and as may be elucidated in the confirmed order, accompanied by a delivery challan. No extension of time for delivery of Stores shall normally be accorded.

**Schedule of delivery:** - The time for and the date of delivery of the stores is the essence of the contract and the delivery & installation must be completed within 60 days from the date of issuance of letter of Award.

- 11. **Insurance** - The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be obtained by the suppliers

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12. in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “all risks” basis including war risks and strikes.
13. **Transportation** - Where the Supplier is required under the Contract to transport the Goods within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the contract Price.
13. **Warranty**
  - 13.1. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in India.
  - 13.2. This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, unless specified otherwise.
  - 13.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
  - 13.4. Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without any extra cost to the Purchaser.
  - 13.5. If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
14. **Payment** -The payment will be released as per below milestones: 50 % of contract value along with all GST will be released against delivery and inspection of material as per Letter of Award (LOA) on site, only after submission of PBG of 10% (PBG with validity of 15 months) of Basic Contract Value. Balance 50% of payments will be released after Installation and handing over. Running account payment may be released after consignment as per above milestone and satisfaction of the Officer-Incharge.
15. **Prices** - Prices charged by the Supplier for Goods delivered and Services performed under this Purchase shall be the final and no any variations will be considered.
16. **Change Orders**
  - 16.1. The Purchaser may at any time, by written order given to the Supplier, make changes within the general scope of the Contract if required, in any one or more of the following:

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(a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser (b) The method of shipping or packing.

(c) The place of delivery; and/or

(d) The services to be provided by the Supplier

**16.2.** If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

**17. Contract Amendments** - Subject to GCP Clause 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**18. Assignment** - The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent

**19. Subcontracts** - The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

## **20. Delays in the Supplier's Performance**

**20.1.** Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser as per GCP clause 10.

**20.2.** If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

**20.3.** Except as provided under GCP Clause 23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to GCP Clause 21, unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages.

## **21. Penalty**

**21.1.** Subject to GCP Clause 23, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser

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shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Purchaser may consider Maximum down time for any equipment allowed shall be 4 days from the date of report sent to vendor. Vendor should make equipment good within above 4 days' time (including holidays). In event of non-rectification of equipment within above time-period, same shall attract penalty at the rate of Rs.500 per equipment up to the maximum cost of that equipment along with accessories as quoted by the vendor and same shall be deposited by vendor to CUSB within 30 days of such notification. In event of failure of vendor to rectify such defect, CUSB shall have all rights to get the new equipment procured from some other vendor at the risk and the cost of Tenderer/bidder and claims in this regard shall be entertained. In case the Tenderer fails to carry out the said repairs/replacements/ removal of the defects within the stipulated time, the Central University of South Bihar shall get the Bank Guarantee encash and forfeit the amount.

## **22. Termination for Default**

- 22.1.** The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part
- (a)** If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser pursuant to GCP Clause 20; or
  - (b)** If the Supplier fails to perform any other obligation(s) under the Contract.
  - (c)** If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

### **For the purpose of this Clause**

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

- 22.2.** In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

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### **23. Force Majeure**

- 23.1.** Notwithstanding the provisions of GCP Clauses 20 & 21, the Supplier shall not be liable for imposition of liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 23.2.** For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 23.3.** If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**24. Termination for Insolvency** - The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

### **25. Termination for Convenience**

- 25.1.** The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 25.2.** The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.

### **26. Resolution of Disputes**

- 26.1.** The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 26.2.** If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below.  
These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.
- 26.3.** In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

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- 27. Governing Language** - The contract shall be written in English language. Subject to GCC Clause 28, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language
- 28. Applicable Law**
- 28.1.** The contract shall be governed by the Law of Contract for the time being in force.
- 28.2.** Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued
- 28.3.** Jurisdiction of Courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.
- 28.4.** One month notice will be given by either party for termination of Contract during the tenure of Contract for breach of Clause or otherwise.
- 29. Taxes and Duties** - Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 30.** All legal disputes arising out of this contract /bid shall be subject to competent court and forum under judicature of Gaya only.
- 31.** Submission of Performance Bank Guarantee: PBG for 5% of Basic Contract Value with validity of 15 months.
- 32.** In event of ambiguity in details of the scope, follow order of precedence shall follow:-
1. Bill of Quantity
  2. Technical Specification
  3. Drawings & Sketches
  4. CPWD specification & IS Codes
  5. Manufacturer's specification
  6. Conditions of contract
  7. Purchase rules and Procedures of the University available on website "cusb.ac.in"

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**Annexure "A"**

**Item Details with Technical Specifications**

**Enclosed as Annexure-A1**

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## Quality Control

- The University shall have a right for Pre-dispatch Inspection of all the items covered under scope.
- Randomly selected samples from factory shall be sent to Government approved laboratories for testing of technical parameters viz. Moisture content etc. In event of non-confirmation of result after testing, entire lot of material supplied shall be rejected. Cost towards sampling, testing shall be borne by the tenderer and nothing extra shall be paid.
- The firm before supply of material will request the University for Pre-dispatch inspection.
- Any damage caused to the existing facilities to be made good by the tenderer.

## Note

- Cost towards fittings, hardware, glass items, fixtures, polishing (high quality melamine), priming and painting, loading, unloading, forest clearance, transportation, transit insurance, packing, un-packing, labour, preparation of As-supplied drawings etc. are deemed to be included in the cost of material as quoted and nothing extra shall be paid on account of above.
- Defect liability period shall be of 1 year from the date of final handing of entire scope. In no case, performance Guarantee shall be released before expiry of the defect liability period.
- Shade/ colour of laminate, veneer and wood shall be proposed by the tenderer for approval so as to have allegiance and best aesthetic look to match with other existing infrastructure of the university in building. Nothing extra shall be paid on account of above.
- The indicative lay-out plan of the floors of the School of Education building is attached with the tender document along with capacity of each class rooms as Annexure-B.

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## **General Technical Specifications**

### **General**

- ❖ All items shall suit space conditions as available on site. Purchase Rules and Procedures (PRP) of the University available on website of the University shall be a part of the bidding document.
- ❖ The Tenderer should satisfy themselves by actual verification of dimensions at site and according shop drawings to be prepared. No claim on account of mismatch of dimensions shall be entertained.
- ❖ The Tenderer shall furnish without any additional cost, all appurtenances and/or accessories, which may not be specifically mentioned in the specifications.
- ❖ The Tenderer is presumed to have studied all technical specifications before making a bid.
- ❖ Tendered may offer for higher/richer specification than the minimum desired parameters mentioned.
- ❖ Cost towards making holes/ pockets for electrical switches and sockets in the furniture are deemed to be included in the quoted price of the tenderer and nothing extra shall be paid.
- ❖ The sizes of rooms and common spaces are attached in a tender document as Annexures. The intended bidders are advised to go through the Annexures for clarity dimension and orientations.
- ❖ The Contract value may increase or decrease up to 10% of the awarded value and individual item may increase or decrease up to 100% which shall be instructed by the University after submission of shop drawing by the tenderer. Nothing extra shall be paid by the University towards above variation.
- ❖ Offer received for part items of Bill of Quantity shall be summarily rejected.

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# **CERTIFICATE**

**(to be provided on letter head of the firm)**

I hereby certify that the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I also certify that the above information is true and correct in all respect and in any case at a later date, if it is found that any details provided above are incorrect, then the contract given to the above firm may be summarily terminated and the firm may be blacklisted.

**Date** :  
**Place** :

Authorized Signatory

Name Seal

Designation

Contact No.

Seal & Signature of Tenderer

# **AFFIDAVIT**

1. I/We the undersigned do hereby certify that all the statements made in the required attachments are true and correct
  
2. The undersigned also hereby certifies that neither our firm M/s .....  
..... have abandoned any work/supply nor any contract awarded to us for such works/supplies have been rescinded, during last three years prior to the date of this bid
  
3. The undersigned hereby authorize and request any bank, person, firm or Corporation to furnish pertinent information deemed necessary as requested by the Central University of South Bihar, to verify this statement or regarding my (our) competence and general reputation
  
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Central University of South Bihar

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date:

Seal & Signature of Tenderer

**UNDERTAKING**  
[by Tenderer(s)]

Name of the work:

.....  
.....  
.....  
.....

Tender No.

.....

We confirm that we have quoted the rates in the tender considering Inter-alia the

1. Tender Document(s) with all Annexures, Scope of Vendor
2. Technical specification
3. BOQ Document (Price Bid Format)
4. Drawings, if any and relevant IS Code
5. Sound Engineering practice and CPWD specification
6. Corrigendum, if any
7. Pre Bid Meeting Minutes, if any

We ----- (Name of the Tenderer hereby certify that we have fully read and thoroughly understood the tender requirements and accept all Terms and Conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the pre- bid meeting. In the event, our offer is found acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement

Signed for and on behalf of Tenderer(s)

Name of Tenderer(S)

Date :

Place

Seal and Signature of Tenderer

**Note** : - This declaration should be signed by the Tenderer's authorized representative on COMPANY LETTERHEAD who is signing the Bid and to be submitted with tender.

Seal & Signature of Tenderer



## **Technical Specification**

To be read in conjunction with Bill of Quantity, Drawings No. DRG/FUR/SOE/FDFB-1,2,3,4 & 5 Scope of Vendor.

### **Classroom Desk With Bench**

#### **Specifications:**

- 1) **TABLE TOP/SEAT/BACK/STORAGE SHELF:** The seat, back & table top shall be made of **28mm thick solid sheesham wood**. The storage shelf shall be made of **18mm thick solid sheesham wood**. Only two longitudinal joint is allowed in hard wood of Desk Top, seat & shelf. No Joints in length of planks is allowed in any of the wood members of Desk and Bench. Please refer drawings for further details.
- 2) **BASE-LEGS:** The base /legs are made of cast iron with 8mm core thickness and 30x8mm / 45x8mm moulding around all edges. All cast iron parts must be well sanded and black powder coated for smooth finish. Both three & two seater assembly shall have 02 nos. of cast iron base-legs. Please refer drawings for further details.
- 3) **WOOD:** The wood used shall be high quality Red Sheesham Wood containing sapwood as per relevant I.S. code. It should be kiln dried and chemically treated for termite protection. The wood shall not bear moisture content as per relevant I.S. code. All joinery must be bonded using water resistant D3 grade adhesive. All wood surfaces shall be protected with 03 clear coats of Satin Melamine polish for smooth finish.
- 4) **SEAT, TABLE TOP, SHELF SUPPORT:** Each seat & table top must be supported with 35x35x5mm MS Angle for additional strength as specified in the drawing. It must be black painted in two coats with Red Oxide primer for protection. Vendor shall submit shop drawing clearly specifying jointing details for approval so as to provide adequate strength. Cost towards getting the shop drawing vetting is deemed to be included in the rate of items.
- 5) **MOUNTING AND HARDWARE:** All wooden and metal parts must be assembled together using high quality self-driven M.S. screws. The assembly shall be secured in the floor using high quality zinc plated concrete anchor of adequate shape and

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size together with epoxy resin adhesive grouting for additional strength. Please refer drawings for further details.

- 6) For additional details, Scope of Vendor, Drawings & Bill of Quantity to be referred.

**Note:** In event of non-clarity on specification of items or activities, relevant IS Code and CPWD's specification shall be followed. **Painting**

**1.) Painting priming coat on Iron & Steel surfaces:**

All rust and scales shall be removed by scrapping or by brushing with steel wire brushes. Hard skin of oxide formed on the surface of wrought iron during raking which becomes loose by rushing, shall be removed. All dust and dirt shall be thoroughly wiped away from the surface.

2.) The surface to be painted shall have received the approval of the Engineer In-charge after inspection, before painting is commenced. Application The number of coats including the under coat shall be stipulated in the item.

**a) Under Coat**

One coat of specified paint of shade suited to the shade of the top coat shall be applied and allowed to dry overnight. It shall be rubbed next day with the finest grade of wet abrasive paper to ensure a smooth and even surface, free from brush marks and all loose particles dusted off.

**b) Top Coat**

Top coats of specified paint of desired shade shall be applied. Each coat shall be allowed to dry for not less than 24 hours and lightly rubbed down smooth with finest wet abrasion paper to get an even glossy surface. If, however, the surface is not satisfactory additional coats as required.

**Painting on New Surface**

**SYNTHETIC ENAMEL PAINT**

Synthetic Enamel Paint (conforming to IS: 1932 –1964) of approved brand and manufacture and of the required colour shall be used for the top coat and an undercoat of shade to match the top coat as recommended by the manufacturer shall be used. Preparation of surface

**a) Iron and steel work**

The priming coat shall have dried up completely before painting is started. Rust and scaling shall be carefully removed by scraping or by brushing with steel wire brushes. All dust and dirt shall be carefully and thoroughly wiped away.

**POLISHING NEW SURFACE**

Preparation of surface

a) The surface shall be cleaned. All unevenness shall be rubbed down smooth with sand paper and well dusted. Knots if visible shall be covered with a preparation of red lead and glue size laid on while hot. Holes and indentations on the surface shall be stopped with

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glazier's putty. The surface shall then be given a coat of wood filler made by mixing whiting (ground chalk) in methylated spirit at the rate of 1.5kg of whiting per litre of spirit. The surface shall again be rubbed down perfectly smooth with glass paper and wiped clean.

### **Application**

The number of coats of polish to be applied to achieve the desired shade / finish. A pad of woolen cloth covered by a fine cloth shall be used to apply the polish. The pad shall be

moistened with the polish and rubbed hard on the wood, in a series of overlapping circles applying the mixture sparingly but uniformly over the entire area to give an even level surface. A trace of linseed oil on the face of the pad facilitates this operation. The surface shall be allowed to dry and the remaining coats applied in the same way. To finish off, the pad shall be covered with a fresh piece of clean fine cotton cloth slightly dampened with methylated spirit and rubbed lightly and quickly with circular motions. The finished surface shall have a uniform texture and high gloss.

## **MELAMINE POLISH/FINISH**

Timber works shall be finished by the application of two coats and catalyzed clear lacquer (melamine) wherever it is indicated in the drawing/specified. The finish shall be a stain semigloss finish and shall be carried out as follows:

The base shall be sand papered to the desired finish and coated with a colour tints to give it shade. This shade shall be sealed with a coat of spirit finish. After the base, first coat of melamine shall be applied evenly by spray to give an even coat to the veneer/wood surface.

After the first coat has fully dried, the surface shall be rubbed down in the direction of the veneer/ wood grain with very fine glass paper and left completely smooth and clean before the second coat is applied.

When the second coat of melamine is fully dry, the surface shall be rubbed down in the direction of veneer grain with very fine wire dipped in a petroleum based wax to give lubrication. Twenty four hours after completion of this process the melaminated veneer/wood surface shall be finished by burnishing a soft cloth to an approved texture.

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**Bill of Quantity**  
**(Price bid proforma)**

Name of Work: **Supply & Installation of “Desk and Bench in classroom of School of Education Building of CUSB at Panchanpur, Gaya (Bihar)”**.

Item Serial	Description of Item	Unit of Measurement	Qty.	Rate in Rs. (Figure)	Amount in Rupees (Figure)
1.0	Supply & Placing in position the composite set of Desk with shelf and Bench made out of Cast Iron frame, with solid hard wood kiln dry and chemically treated on top of desk with shelf, bench as per detail drawings enclosed as Drawing DRG/FUR/SOE/FDFB-1,2,3,4 & 5 on plain and stepped floor as per Technical specification and Scope of vendor with tender document. All complete as per direction of Engineer In-charge				
	For type of Solid Hard Wood				
1.1	<b>Red Sheesham</b>				
1.1.1	For 3 Seater Desk with shelf & Bench:  Rate in Word:.....  Amount in Word:..... .....	Each	207		
1.1.2	For 3 Seater shelf & Bench:  Rate in Word:.....  Amount in Word:..... .....	Each	36		

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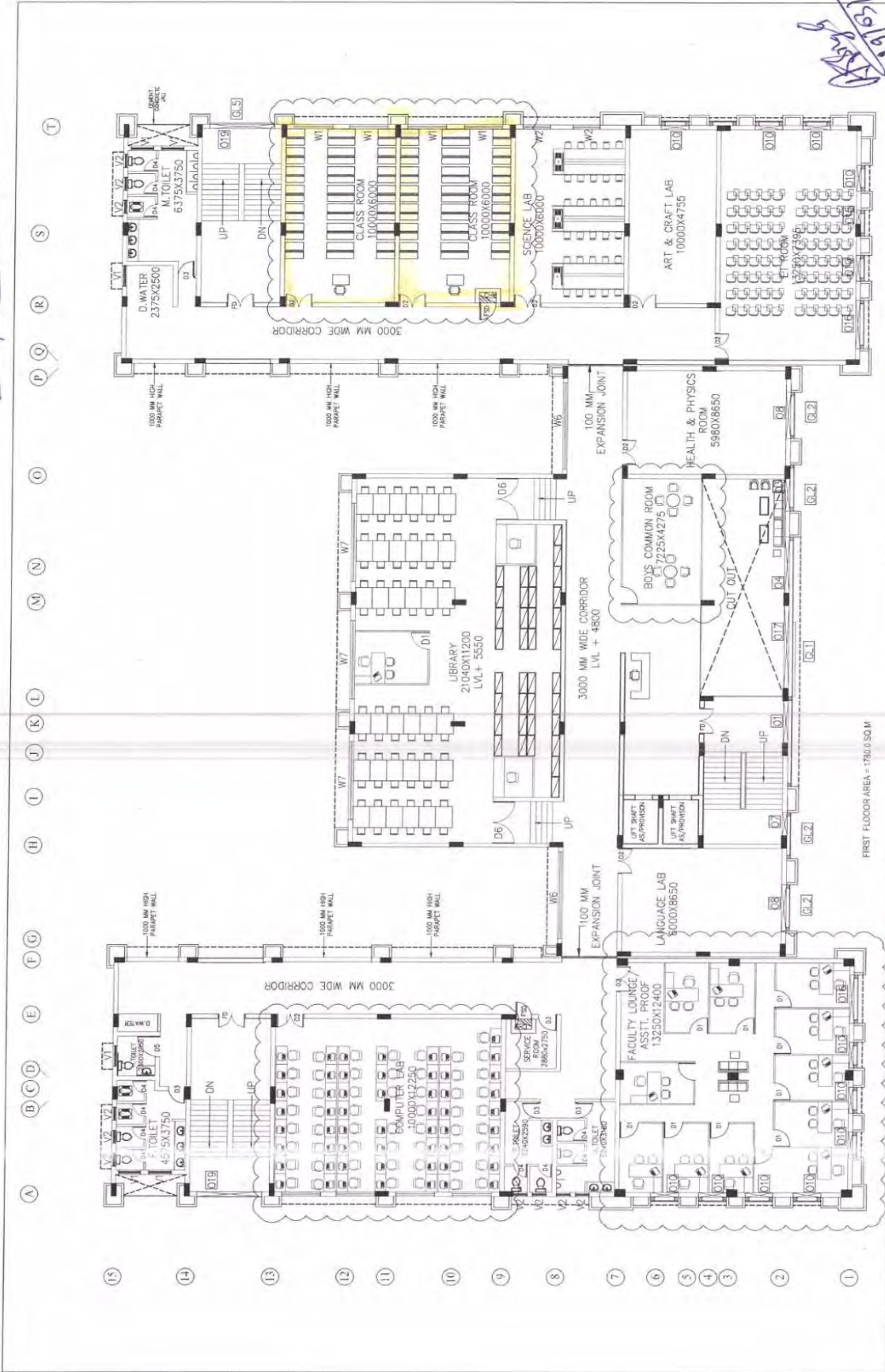






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5/10/16

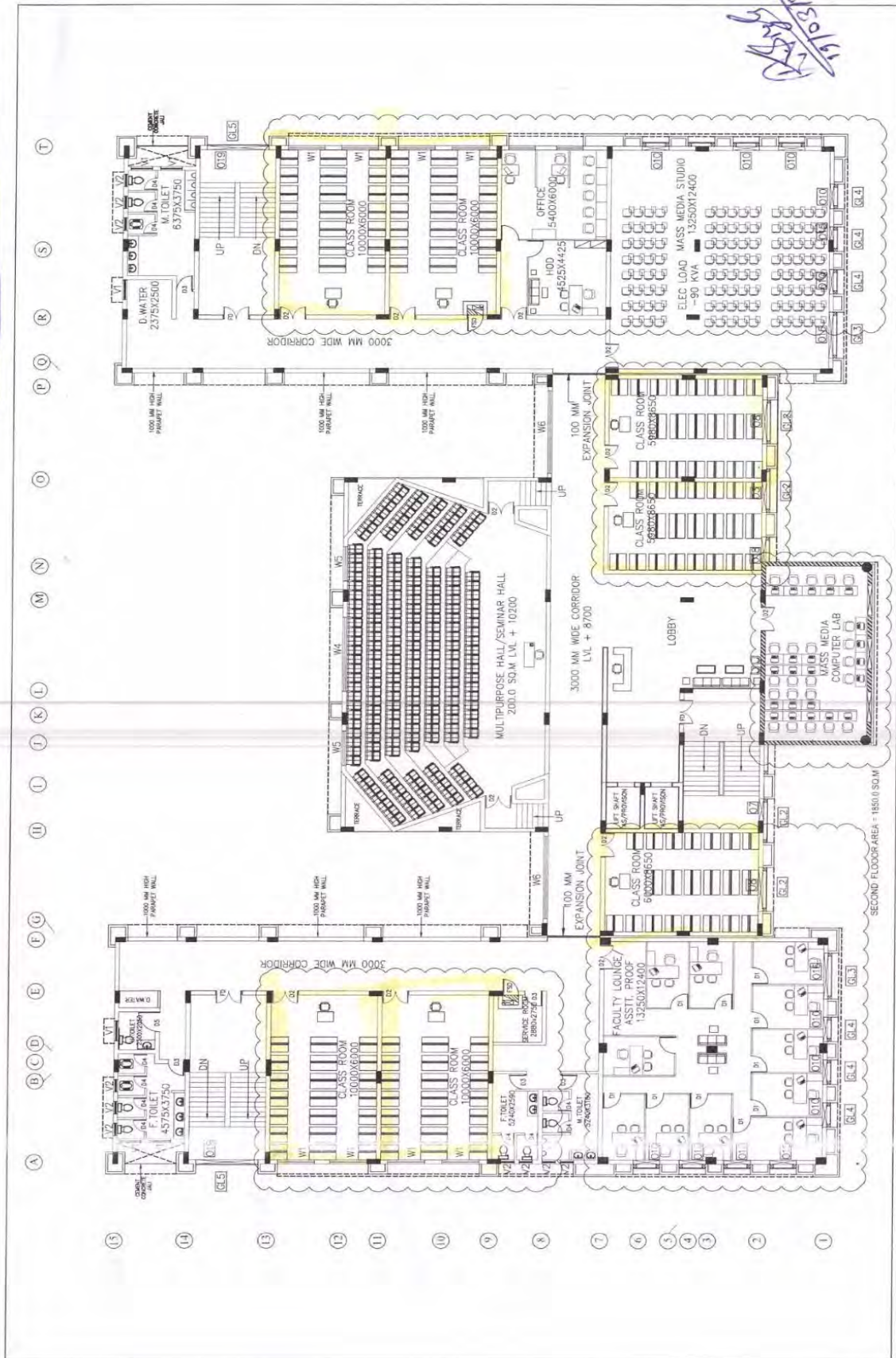


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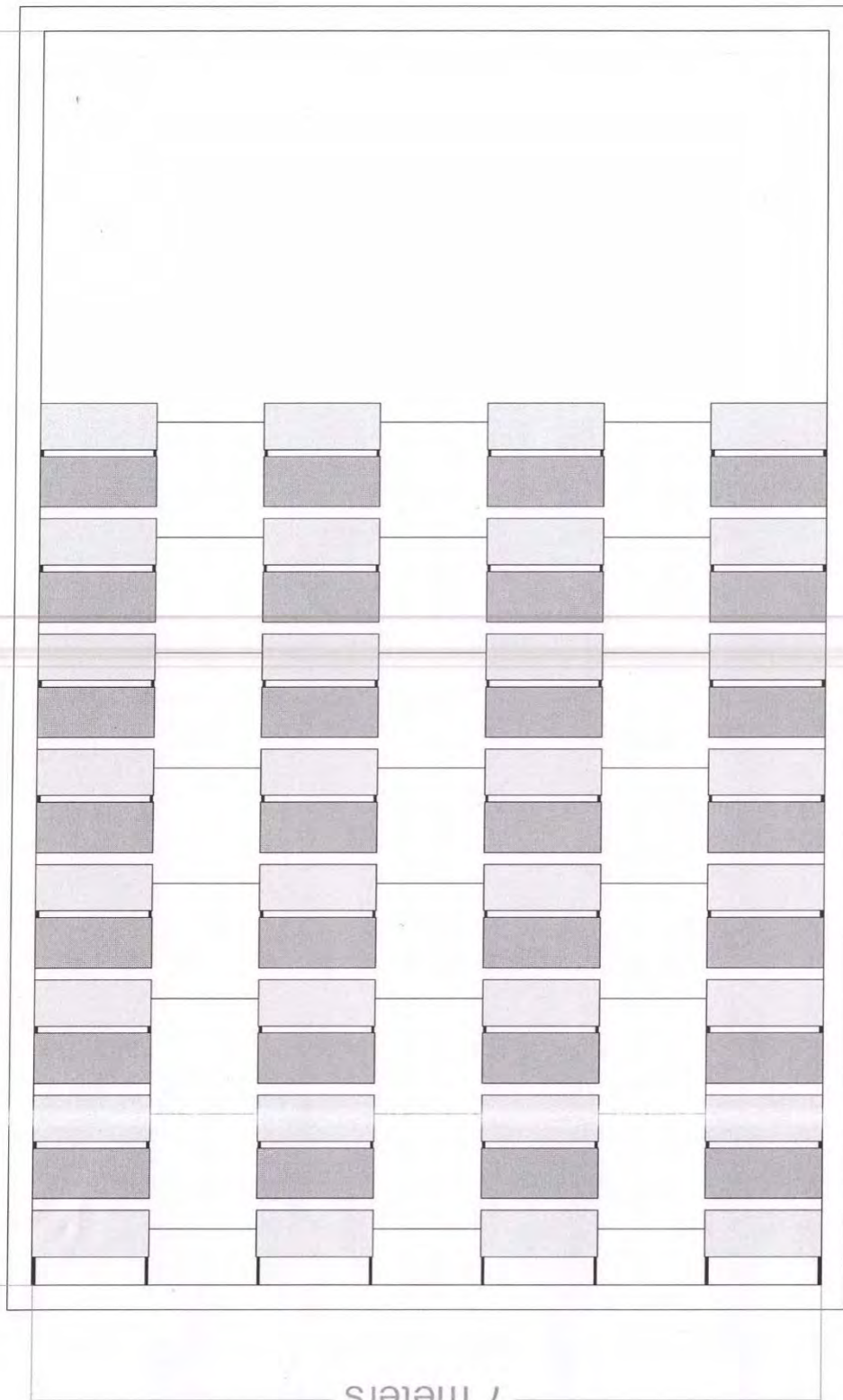
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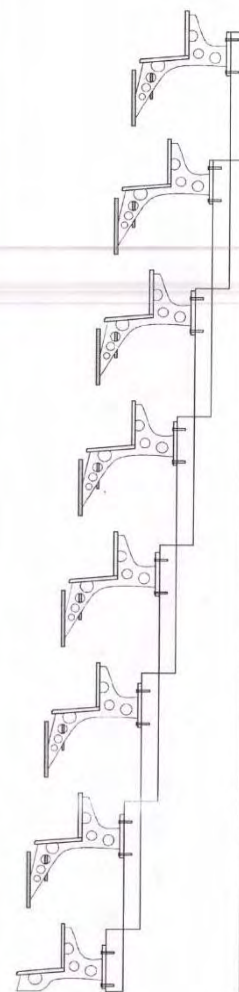
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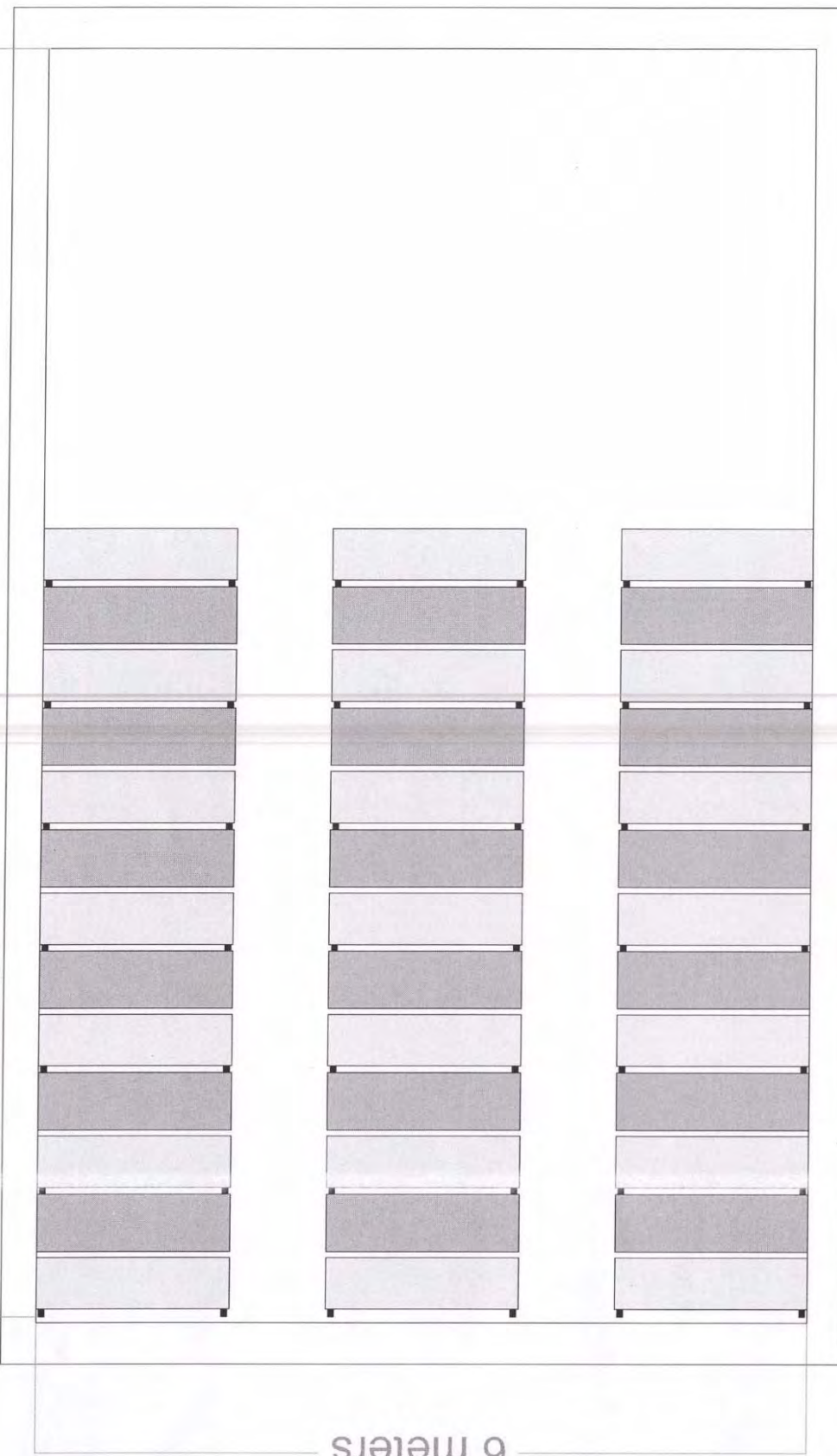
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DRG/FUR/SUE/HDTB-U

19/01/2019  
S. P. S.

10 meters  
8,650



6 meters

