



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

Notice Inviting Tender (NIT)

Index for Tender Form

Sl. No.	Items	:	Details
1.	Tender Notice No & Date	:	CUSB/PSD/SOE/Fur/TENDER/05/2019-20, Dated: 12/07/2019.
2.	Name of the Work	:	Supply & Fixing of “Class Room Furniture (Desk and Bench) in School of Education Building and Hostel Furniture in Hostel Building at CUSB Gaya (Bihar)”.
3.	Tender Fee	:	Rs. 5,000/- (Non-Refundable) in shape of Demand Draft drawn in favour of Central University of South Bihar, payable at Gaya from any scheduled bank.
4.	Earnest Money Deposit	:	Earnest Money Deposit (EMD) of Rs. 3,00,000/- in shape of Demand Draft/ FDR drawn in favour of Central University of South Bihar, payable at Gaya from any scheduled bank.
5.	Pre-bid meeting	:	22/07/2019 from 03:00 PM onwards at University Panchanpur campus at Gaya.
6.	Start of submission of bids	:	23/07/2019
7.	Last date and time for submission of bids	:	02/08/2019 by 4:00 PM
8.	Date and Time of opening of Technical Bid	:	02/08/2019 by 4:15 PM
9.	Date and Time of opening of Financial Bid	:	Shall be published on University website (www.cusb.ac.in)
10.	Place of opening of bids	:	Purchase section, Upper Ground Floor, Administrative Building, CUSB, Panchanpur, Gaya

Seal & Signature of Tenderer

NOTICE INVITING BIDS

The Central University of South Bihar invites sealed tenders for **Supply & Fixing of “Class Room Furniture (Desk and Bench) in School of Education Building and Hostel Furniture in Hostel Building at CUSB Gaya (Bihar)”** from original manufacturers/ authorized dealers/ distributors. The last date and time of submission of tender document is 02/08/2019 by 4:00 PM. The detailed tender document is available on the University website www.cusb.ac.in. The tender forms may be downloaded from University website and be accompanied by DD of Rs. 5000/- (as tender fee) in favour of Central University of South Bihar, payable at Gaya.

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Supply & Fixing of Class Room Furniture (Desk and Bench) in classroom of School of Education Building and Hostel Furniture in Hostel 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 & Fixing of “Class Room Furniture (Desk and Bench) in School of Education Building and Hostel Furniture in Hostel Building at CUSB Gaya (Bihar)”**.

Seal & Signature of Tenderer

NOTICE INVITING BIDS

Tender Notice No & Date: CUSB/PSD/SOE/Fur/TENDER/05/2019-20, Dated 12/07/2019.

The Central University of South Bihar (CUSB), invites sealed tender in two bid system for the **Supply & Fixing of “Class Room Furniture (Desk and Bench) in School of Education Building and Hostel Furniture in Hostel Building at CUSB 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.	Supply & Fixing of “Class Room Furniture (Desk and Bench) in School of Education Building and Hostel Furniture in Hostel Building at CUSB Gaya (Bihar)”	1.02 Crore	3.00 Lakh	02/08/2019 by 4:00 PM	90 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 ` 84 Lakhs or Two similar work of 63 Lakhs or Three similar work of 42 Lakhs Similar works/ supplies and installation in Central Government/ State Government/ PSU/ Government or Autonomous Universities in the last 3 years ending on F.Y. 2019-20 similar works is defined as **Supply & Fixing of “Class Room Furniture (Desk and Bench) in School of Education Building and Hostel Furniture in Hostel Building at CUSB Gaya (Bihar)”**.

3.b. Financial

The firm should have average annual financial turnover of at least Rs.1.02 Crore during the preceding last 3 consecutive financial years. The audited balance sheet for FY. 2018-19, 2017-18 & 2016-17 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 **02/08/2019 by 4:00 PM**. The

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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) . 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 22/07/2019 by 4.00 pm..
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.5000/- (Indian Rupees Five Thousand 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”

S.N.	Particulars	Yes / No	Enclosure No	Page No.
A	Valid documents in case exemption of EMD (Small Scale Unit/MSME/NSIC/Others)			
B	GST Registration			
C	PAN Card			
D	Bank details in given format			
E	ITR of last 3 years			
F	Audited Balance Sheet of last 3 years			

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G	Copy of Work Order of meeting minimum eligibility criteria			
H	Copy of Trade License, Factory License/Excise Registration			
I	Copy of Memorandum and Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms etc.			
J	Copy of Authorization for Participation in subject bid (not required in case of Proprietorship firm).			
K	Authorization certificate from the Original Equipment Manufacturer (OEM).			
L	Signed / Sealed Copy all pages of the Tender Document including various sections and Annexure-A, <i>except priced bid</i> to be submitted in sealed Envelope-‘B’			
M	Affidavit / Undertaking regarding Non – Blacklisting			

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 & Fixing of “Class Room Furniture (Desk and Bench) in School of Education Building and Hostel Furniture in Hostel**

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Building at CUSB 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".

- 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, initiated 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

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required for site visit, preparation and approval of shop drawing and costing 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
20. Installation space front is available at site. Successful tenderer to execute the work as per the terms of bid.
21. Work to be executed in such a way to avoid any damage to existing facility and disturbance to routine academic & research works.
22. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground (so far as is practicable), the firm and nature of the site, whether he inspects it or not, and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at its own cost all materials, tools and equipment etc. and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work. Any damages done to the property of the Central University of South Bihar, or other persons shall be made good by the Tenderer at his own cost.

Date:

Place:

Seal & Signature of Tenderer

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) SO 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, 2018-19, 2017-18, 2016-17 (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)

Sl. No.	Client details with address, Tel., Fax, email	Amount of supply of Wooden Furniture	Date of supply & completion/ commissioning of work
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:
- (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.

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- (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 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.
- 12. 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.

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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.
- 13.6** Before execution of an Agreement, a PBG of 10% of Basic Contract Value has to be deposited.
- 14. Payment** -The payment will be released as per below milestones: 50 % of contract value along with 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. However, running account payment may be released as per consignment and satisfaction of the Officer-In charge. Balance payments will be released after final polishing / painting, handing over, successful installation and material verification.
- 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 issued to the Supplier, make changes within the general scope of the Contract if required, in any one or more of the following:
- (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 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

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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 both 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 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

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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.

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

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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.
- 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.

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- 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 10% 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.
- **Mode of Measurement:** Unit of measurement shall be “Each” and shall be certified on counting the goods.
- Rates are invited for furniture made out of two kind of Solid hard wood namely, Red Sheesham & 2nd Class Teak wood.

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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.
- ❖ **Defect Liability Period:** Defect Liability period of the subject job shall be 1 year from the completion of job in all respect subject to issuance of virtual completion certificate by Engineer In-charge. Any defects found during above period shall be brought to the notice of the vendor and same has to be rectified within 7 days. If the vendor fails to rectify the defect during above period, same shall be made good/ rectified by other agency at the risk and cost of the vendor.

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CLAUSES OF CONTRACT

Clause: 1 Works to be carried out:

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Clause: 2 Sufficiency of Tender:

The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of this tender for the works and of the rates and prices quoted in the Schedule of Quantities (Bill of Quantity), which rates and prices shall except as otherwise provided/cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

Clause: 3 Time for Performances:

- 3.1 The Supply and fixing should be completed **within 90 days of issuing work order** (Letter of Award) in all respects and handed over to Central University of South Bihar.
- 3.2 Notwithstanding anything herein contained, the parties hereto acknowledge and agree that the time is the essence of the contract in all respects for their respective performance and discharge of obligations under this contract and the parties shall adhere to the time/delivery schedule as provided in Appendix-II of the contract unless otherwise mutually agreed to by the parties in writing.

Clause: 4 Registrar, CENTRAL UNIVERSITY OF SOUTH BIHAR shall:

- 4.1 Being a party of this Contract, sign the agreement within seven days of issue of Acceptance Letter.
- 4.2 Hand-over the site to the Tenderer within two days of signing of the agreement.
- 4.3 Allow the supply and Installation to be commenced by the tenderer within two days after signing of the agreement.

Clause: 5 Performance Guarantee:

- 5.1 The contractor shall submit an irrevocable PERFORMANCE BANK GUARANTEE of 10% (Ten percent) of the tendered amount calculated in term, in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and without prejudice to any other provision in the contract) within 15 days of issue of letter of intent. This period can be further extended by the Vice Chancellor upto a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction. **This Performance Bank Guarantee will remain valid & deposited with**

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Central University of South Bihar till the defect liability period plus sixty days of the work is over. This guarantee shall be in the form of Government Security or fixed deposit receipts/Guarantee Bonds issued by National Bank, in accordance with and as per prescribed format. In case a fixed deposit receipt of any Bank is furnished by the contractor to the as part of the Performance Bank Guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Central University of South Bihar, to make good the deficit.

- 5.2** A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the award letter shall be issued only after the Performance Bank Guarantee in the prescribed form is received. In case of failure by the contractor to furnish the Performance Bank Guarantee within the specified period, the Central University of South Bihar, shall without prejudice to any right or remedy available in law, be at liberty to forfeit the earnest money absolutely.
- 5.3** The Performance Bank Guarantee shall be initially valid for fifteen months. In case the time for completion of supply and Installation gets enlarged, the contractor shall get the validity of Performance Bank Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for supply and Installation by the competent authority and acceptance of Supply and Installation by the Expert Committee, whichever is later, the Performance Bank Guarantee shall be returned to the contractor without any interest.
- 5.4** The Central University of South Bihar shall not make a claim under the Performance Bank Guarantee except for amounts to which the Central University of South Bihar is entitled under the contract (not withstanding and without prejudice to any other provisions in the contract agreement) in the event of :-
- (a) Failure by the contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the Central University of South Bihar, may claim the full amount of the Performance Bank Guarantee.
 - (b) Failure by the contractor to pay the Central University of South Bihar, any amount due, either as agreed by the contractor or determined under any of the Clauses/Condition of the agreement, within 30 days of the service of notice to this effect by the Central University of South Bihar.
- 5.5** In the event of the contract being determined or rescinded under provision of any of the clause/condition of the agreement, the Performance Bank Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Central University of South Bihar.

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Clause: 6 Supply and fixing to be executed in accordance with specifications as quoted in the tender

- 6.1** The tenderer shall execute the whole and every part of Supply and fixing in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with approved specifications.
- 6.2** All Supply and fixing shall be under the directions of Registrar, Central University of South Bihar or Officer In-charge, Central University of South Bihar who shall oversee /supervise and approve the Supply and Installation at various stages.

Clause: 7 Discrepancies and Adjustment of Errors : The several documents forming the contract are to be taken as mutually explanatory to one another.

- 7.1** In the case of discrepancy on any specification, the following order of preference shall be observed:-
- i. Description of Schedule of Quantities/ Bill of Quantity.
 - ii. Scope of the Vendor
 - iii. Particulars Specification and Special Condition, if any.
 - iv. Drawings
 - v. CPWD Specification
 - vi. Relevant IS Code
 - vii. Manufacturer's Specification
- 7.2** If there are varying or conflicting provisions made in any one document forming part of the contract, the Vice Chancellor, Central University of South Bihar, shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the Tenderer.
- 7.3** Any error in description, quantity or rate in Schedule of Quantities/ Bill of Quantity or any omission there from shall not vitiate the contract or release the Tenderer from the execution of the whole or any part of the works comprised therein according to the Supply, fixing, testing & commissioning specifications or from any of his obligations under contract.
- 7.4** If there is any omission in furnishing the rate for any of the items, it will be construed that the rate for that item has been distributed among the other items of the tender. Therefore, the Tenderer is liable to execute that particular item of work at free of cost.
- 7.5** Any deviation unavoidable during execution of work shall attract suitable price adjustment and consent of the tenderer/ vendor shall not be essential.

Clause: 8 Materials, Equipment, Tools:

- 8.1** The Tenderer shall arrange all materials, labour, machinery, equipment, tools and protective clothing, crane, truck, office equipment (hereinafter collectively referred to as 'materials & equipment') and such other materials and equipment as is necessary for efficient and timely execution of Supply and fixing. The Central University of South

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Bihar shall in no way be responsible to any accidents or injury caused during the execution of the work.

- 8.2** All materials and equipment related to this contract shall be properly packed by the tenderer to avoid any loss, damage or deterioration in transit and during storage or laying/fixing in India. Notwithstanding the said transit insurance, the responsibility of safe transportation of materials & equipment shall be with the Tenderer. Should any loss or damage occur, the Tenderer shall initiate and pursue claims till settlement and promptly make arrangement for repairs and replacement of any damaged items irrespective of settlement of claims by the under writers. Delay arising out of damage to materials and equipment in transit shall not be considered for extension of the schedule date of completion.

Clause: 9 Price:

- 9.1** Rates: The rates tendered by the Tenderer shall be for completed items of Supply and fixing covering all materials, labour, carriage, royalties, fees, rents, CIF at site by Sea/Air freight, sales tax and any other taxes, octroi, levies, insurance charges and demurrage, wastage, tools, plant, equipment, transport, temporary construction, overhead charges and profits as well as general liabilities, obligations and risks etc. arising out of the conditions of the contract etc complete.
The prices will also include cost of testing of samples including packaging, transportation, testing fees, cost of specimen etc execution in the accredited laboratory as also for field (site) tests and repair/replacement of defective or worn out portions of surface during the warranty period. No extra charges, whatsoever, consequent on any misunderstanding or otherwise shall be allowed.
- 9.2** The prices shall also be inclusive of all expenses, taxes, levies, insurance and demurrage and any other fees and expenses etc. levied by the authorities in the place of origin in India and shall be paid by the Tenderer.
- 9.3** The price will remain firm during the entire period of contract till the completion of the work in all respects and there will not be any escalation in the tendered value due to any reason whatsoever.

Clause: 10 Quality Control:

- 10.1** After completion of "Supply & fixing said material", the same shall be put to use for trial for a period of 30 days to the entire satisfaction of the Expert Committee constituted or Engineer In charge so as to ensure that the said material is strictly in accordance with the specification quoted in the tender. The Tenderer shall at his own cost rectify the said defects / shortcomings or replace the defective materials to make the material/facility with the requirements.
- 10.2** After successful installation/ fixing of entire scope of work the facility shall be taken over by CUSB and defect liability period of entire contract shall commence from such date of handing over. Defect liability period of the subject job shall be of 1 (One) years from the date of handing over to CUSB. Any defect on any portion of work or supply to

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be rectified by Bidder free of cost during defect liability period within 7 days after receipt of such notification from CUSB. If bidder fails to rectify such defects in specified time, same shall be done by CUSB at risk and cost of the bidder.

Clause: 11 Payment Terms:

Payment -The payment will be released as per below milestones: 50 % of contract value along with 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. Running account payment may be released as per consignment and satisfaction of the Officer-In charge. Balance payments will be released after final polishing / painting, handing over, successful installation and material verification.

Clause: 12 Warranty of the equipment

- 12.1** The Minimum Warranty of the entire scope of work shall be for a period of One year for all items or as specified in the tender document whichever is later.
- 12.2** The Tenderer shall discharge the obligations at his cost under the warranty clause.
- 12.3** The Tenderer shall certify that no sub-standard materials have been used in the Supply and fixing and provide written warranty to that effect.
- 12.4** The Tenderer undertakes that all remedial work or repairs or replacement necessary under the terms of warranty will be carried out promptly on notification in writing by the Central University of South Bihar in this regard and repairs or replacements will be carried out with materials identical to the original surface and at set times (7 days) or as may be agreed with the Central University of South Bihar so that the programme of activities is not affected. 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 of Bank Guarantee.
- 12.5** The Tenderer shall discharge the obligations at his cost under the warranty clause.

Clause - 13 Breach of Contract

- 13.1** The Central University of South Bihar while executing a contract with the Supplier Agency shall have the full right to see that the terms & conditions, specifications, quality, workmanship of the works assigned to the Supplier Agency or the party to the contract is fully complied and are satisfactory/ acceptable before payments are released.
- 13.2** If at any stage it is seen that the quality of material being used is below the standard accepted/ specified in the agreement or any deviation from the approved specification of the product or the laid down norms are not being followed/ there is contravention to the terms and conditions of agreement, the same will be considered as breach of contract and in such case, the Central University of South Bihar will have full right to stop further payment even if due, until and unless the discrepancies/ objections are

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set right or replaced/ clarified by the Supplier Agency to the entire satisfaction of the Central University of South Bihar. Failing to comply with the above, the Central University of South Bihar would initiate legal action as deemed fit within the jurisdiction of Patna Courts.

Clause 14: Force Majeure

- 14.1** The term "Force Majeure" shall mean acts of God or any act not within the control of parties, such as lightening and unprecedented floods, earthquake, hurricane and wars, revolts, riots, fire, sabotage. Upon the occurrence of such cause and upon its termination, the party, alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately but not later than seven days of the alleged beginning as well as ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 14.2** In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- 14.3** The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts.
- 14.4** Should the delay caused by force majeure exceed two months, the parties to the contract shall hold discussions to resolve the situation mutually.

Clause 15: Liquidated Damages

- 15.1** The Central University of South Bihar and the Tenderer recognize that "time is the essence of contract" and the Central University of South Bihar will suffer financial loss and other damages including loss of face and reputation of the country, if the Supply and Installation is not completed within the stipulated date of completion. They also recognize the delay, expense and difficulties involved in proving in legal or arbitration proceedings the actual loss suffered by the Central University of South Bihar if the work is not completed within the stipulated time; accordingly, instead of requiring any such proof the Central University of South Bihar and the Tenderer agree that as liquidated damages for delay (but not as a penalty) the *Tenderer shall pay the Central University of Bihar one percent for each week or part thereof that expires after the stipulated date of completion until the Supply and Installation is completed, unless such delay is due to Force Majeure as defined in the contract or due to the Central University of South Bihar default. The total incidence of liquidated damages for the entire work covered under the Contract shall, however, not exceed a sum of ten Percent of the tendered value.*
- 15.2** The parties agree that the figures of liquidated damages indicated here above are genuine pre-estimates of the loss/damage which the Central University of South Bihar, Patna would have suffered on account of delay/breach on the part of the Tenderer and the said amount will be payable on demand without there being any proof of the actual

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loss or damages caused by such delay/breach. All sums payable by way of liquidated damages shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.

- 15.3** The decision of the Central University of South Bihar in the matter of applicability of the clause of liquidated damages shall be final and binding on the Tenderer.
- 15.4** The Central University of South Bihar may without prejudice to any other method of recovery of such liquidated damages, deduct the amount so payable by the Tenderer, from any amount due or falling due to the Tenderer. The payment of deduction of such amounts shall not relieve the Tenderer from his obligations to complete the work or from any other obligations and liabilities of the Tenderer under the contract.
- 15.5** If the Tenderer fails to execute the Supply and Installation with due diligence and within the prescribed time schedule or refuses or neglects to comply with reasonable orders given to him, in writing by the Central University of South Bihar in connection with the Supply and Installation or contravenes the provision of the contract, the Central University of South Bihar may give notice in writing to the Tenderer to make good such failure, neglect or contravention. Should the Tenderer fail to comply with the notice within three days from the date of service thereof, the Central University of South Bihar shall be at liberty to employ other workmen and forthwith execute such part (s) of Supply and Installation as the Tenderer may have neglected to or if the Central University of South Bihar shall think fit, it shall be lawful for him, without prejudice to any other right, it may have under the contract, to take the Supply and Installation wholly or in part out of Tenderer's hands and re-contract and complete the same or any part thereof to the Tenderer's account and in that event the Central University of South Bihar shall have free use of Tenderer's equipment that may have been at the time on site in connection with the work without being responsible to the Tenderer for reasonable wear & tear thereof and to the exclusion of any right of the Tenderer over the same, and the Central University of South Bihar shall be entitled to retain and apply any amount due to the Tenderer or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Supply and Installation or of completing the Supply and Installation or executing a part thereof as aforesaid exceeds the balance amount (s) due to the Tenderer, the Tenderer shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the Tenderer shall have to pay if the completion of Supply and Installation is delayed.
- 15.6** In addition, such action by the Central University of South Bihar as aforesaid shall not relieve the Tenderer of his liability to pay liquidated damages for the delays in completion of Supply and Installation.

Clause 16: Dispute Redressal System:-

- 16.1** In case of any dispute the matter will be referred to Vice Chancellor and his decision will be final.
- 16.2** Either party, not satisfied with the decision of the Vice Chancellor, may opt for Arbitration under Arbitration & Reconciliation Act 1996. Appointment of sole Arbitrator will be done by Vice Chancellor on the request of the aggrieved party with in sixty

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days from the date of request. Arbitrator will be of the rank of serving/retired Chief Engineer/Superintending Engineer.

- 16.3 The supplier will deposit charge @ 7.5 % of the claim with the University & the same will be released only after the settlement of dispute.
- 16.4 Expenses on account of arbitration will be shared equality by both parties which there exists any condition in writing.

Clause 17: Jurisdiction and applicable law

Indian Laws will govern this contract and any application in respect of any proceedings under this contract will be to the jurisdiction of the courts of Patna only and also for any application to entertain any suit in connection with this contract. Provided that nothing herein contained shall operate to the prejudice of any rights/recourses of the Central University of South Bihar regarding blacklisting or any other matter.

Clause 18: Cancellations of contract Notwithstanding anything herein contained :

- 18.1 The Central University of South Bihar shall have the right to cancel the contract and be entitled to the restitution of all moneys paid by the Central University of South Bihar to the Tenderer under this contract along with interest at 18% per annum and the damages as assessed by the Central University of South Bihar in its sole discretion in case the Tenderer fails to perform the obligations strictly within the time stipulated herein or otherwise fails to discharge the duties and obligations undertaken by the Tenderer. The Supply and Installation can be got completed at the risk and cost of the Tenderer and the delivered materials or part thereof may be utilized subject to cost adjustment for the same as determined by the Central University of South Bihar.
- 18.2 Provided that in case of any failure or delay on the part of the parties as aforesaid arising out of the force majeure such other party shall not be entitled to rescind or revoke this contract.
- 18.3 The Central University of South Bihar reserves the right to cancel the contract in the event of omission/misrepresentation of any material fact.

Clause 19: Tenderer to indemnify the CENTRAL UNIVERSITY OF SOUTH BIHAR, against Patent Rights

The Tenderer shall fully indemnify and keep indemnified the Central University of South Bihar against any action, claim or proceedings relating to infringement or use of any patent design or any alleged patent or design rights and shall pay any royalties, which may be payable in respect of any article or part thereof included in the contract. In event of any claims made under or action brought against the Central University of South Bihar in respect of any such matters as aforesaid, the Tenderer shall be notified thereof and the Tenderer shall be at liberty', at his own expenses, to settle any dispute or to conduct any litigation that may arise therefrom; provided that the Tenderer shall not be liable to indemnify the Central University of South Bihar if the infringement of

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the patent or design or any alleged patent or design right is the direct result of an order passed by the Central University of South Bihar in this behalf.

Clause 20:

The Tenderer shall be sole and Principal Employer of all labour employed on the Supply and fixing and shall comply with all the Indian Labour Laws as well as other laws, bylaws, orders and instructions issued by any competent authority in this behalf. The Tenderer shall be liable for all payments under any law including labour laws as also any compensation required to be paid on account of any injury, accident or mishap.

Clause 21:

The contract comes into force on the date of signing by the authorized representatives of both parties.

Clause 22:

The use of proper fabrication, erection, testing & commissioning devices and equipment's should be made. All persons involved in fabrication, erection, testing & commissioning must be insured. All safety measures to protect life and assets in form of Personal Protective Equipment to be ensured while executing work. No unauthorized persons should be allowed to be present at the place of Work.

Clause 23:

Any accident caused because of any activities performed by bidder at any point of time shall be the total responsibility of the bidder.

Clause 24:

All test certificates duly signed should be summated by the bidder to the Registrar/ Engineer In-charge, CUSB.

Clause 25:

After completion of the work, bidders shall have to submit 3 sets of "As-built" drawings in A-1 size sheets clearly showing dimensions of facilities created by them with detail lay out and sections for each area.

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Agreement

This agreement made on this..... Between the, Central University of South Bihar, through its Registrar (hereinafter referred to as the Registrar, which expression shall unless otherwise excluded by or repugnant to the context be deemed to include its successors, representatives and permitted assignees) of the one part and the

.....
.....

....., the Tenderer (which expression shall unless otherwise excluded by or repugnant to the context be deemed to include its successors, representative and permitted assignees) of the other part.

Whereas, pursuant to the offer of the Tenderer, the Tenderer has agreed to undertake the following works:

Tender for **Supply & Fixing of “Class Room Furniture (Desk and Bench) in School of Education Building and Hostel Furniture in Hostel Building at CUSB Gaya (Bihar)”** at Central University of South Bihar, Panchanpur, Gaya (Bihar) for a tendered value of Rs. as per the terms and conditions of the work award Letter No dated And terms & conditions annexed hereto.

The following documents will also form part of the Agreement

Sl. No.	List of Documents
---------	-------------------

- | | |
|----|---|
| 1. | Offer Letter No..... dated |
| 2. | Work Award Letter No. dated |
| 3. | Time Schedule of work. |
| 4. | Schedule of quantity/ Bill of Quantity. |
| 5. | Terms & Conditions. |
| 6. | The complete tender document. |

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In witness whereof, the parties have hereunto set and subscribed their handed seals on the day and the year first above written.

For and behalf of Central University of South Bihar

For and behalf of Tenderer

Registrar
Central University of South Bihar

Witness :

- 1.
- 2.

Witness :

- 1.
- 2.

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CLAUSE 26: Scope of Vendor:

- 26.1** Vendor shall submit samples of each of unpolished and polished hard wood of Red Sheesham, 2nd Class Teak, BWR grade block board and Rexine material etc matching with the samples demonstrated during Pre-bid meeting within 7 days from the date of receipt of LOA and Owner shall give comments/ approval in writing for specific samples within 7 days of receipt of samples. All materials to be consumed for the work viz. hard wood, block boards, laminates, hardware and fixture to be got approved by the Owner before put on use.
- 26.2** Vendor has to get the detailed shop drawing prepared by experts in Auto CAD software for the furniture required under scope after measuring exact dimension of rooms and halls with sufficient space for movement; within 10 days of receipt of LOA. However, a conceptual plan with space planning is attached with the bidding document which may reorient after acceptance of final shop drawing. Detail shop drawing after incorporation of comments of Owner, if any must contain joinery details, fixing arrangement, detail of hardware, fitting, fixtures, nut & bolt, finishes etc. with measurement of different assembly and members. Cost towards preparation of detailed shop drawings and its subsequent revisions is deemed to be included in the rate of the vendor. Nothing extra shall be paid on account of the above.
- 26.3** Vendors are required to submit Shop drawing for item of the Bill of quantity within 10 days from the date of issue of LOA. Owner/ Engineer In- charge shall check the drawing and ask the vendor to incorporate comments, if any. Vendor shall resubmit the shop drawing after incorporation of all comments so as to satisfy the instruction of Owner/ Engineer-In charge within 7 days of receipt of the comments. Minor variation in specification, drawings related to items may take place and vendor shall be required to execute the same without any additional implication of cost and time.
- 26.4** Vendor shall deploy technically competent persons at project site as Project Manager for taking measurement, dimensions, receipt of material and installation activities. Minimum qualification of Project Manager shall be Diploma in Civil or Electrical Engineering with sound knowledge of MS Office and Auto CAD. In addition to above, 2 qualified supervisors to be deployed with minimum qualification of I.T.I one in Fitter & another in Electrical Discipline. Deployment of above technical persons to be done at site within 10 days of issuance of LOA. Non-deployment of above technical persons shall attract a penalty of Rs. 30,000.00 (Rupees Thirty Thousand only) per month for Project Manager and Rs. 18,000.00 (Rupees Eighteen Thousand only) per month for Supervisors.
- 26.5** Vendor shall construct its own store and fabrication yard fully secured to store and for fabrication of material at site. Owner shall provide open land only adjacent to buildings for construction of temporary store/ fabrication yard. Vendor shall remove the same and make the area good and cleaned from all debris after completion of job at their own. Cost towards construction of such temporary facility and dismantling after completion of work will not be borne by the University. Nothing extra shall be paid on account of above.

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- 26.6** Vendor has to arrange their own security, watch & ward of their assets and materials brought at site for the work. Owner/ Engineer In-charge shall not be responsible for any kind of pilferage, loss, damage & breakage etc on account of any incidence/ act.
- 26.7** Vendor has to obtain Contractor's All Risk (CAR) Policy for the value of contract till completion of work from competent agency and submit the Notorised copy of the same to Owner/ Engineer In-charge within 15 days of issuance of LOA.
- 26.8** If applicable, vendor has to obtain labour license for fabrication and installation work at site. In addition to above, vendor has to obtain Workmen Compensation Policy from the designated agency for the category and quantum of labours required till completion of the job.
- 26.9** All labours deployed in work should be covered with Provident Fund scheme and E.S.I as per the directives of Statutory Authority. A copy of submitted challan shall be required with bills submitted by vendor to Owner/ Engineer-In charge for receipt of payment.
- 26.10 Inspection:**
- (a) Inspection at the source of production of material shall be carried out by the Owner/ Engineer In-charge before dispatch of material. Vendor has to offer such call at least 7 days in advance in writing. However, inspection does not relive vendor from ensuring confirmation of material with agreed specifications, quality, size, texture and finishes etc.
 - (b) All fabricated materials at site to be inspected by Owner/ Engineer-In-charge before application of paint/ primer and polish. Any material polished/ painted before such inspection shall be rejected and no payment shall be released towards the same.
- 26.11** Vendor has to maintain its own source of water and electricity required for carrying out the job. Suitable capacity Diesel Generators with adequate earth facility complying with Green building norms to be installed after obtaining clearances, if any required from local authority for fabrication and installation work. Any electrical connection has to be made safe & shock proof to avoid any injury/ damage to life and asset during and after work.
- 26.12** Vendor should carry out the job at site in such a manner to avoid any damage to existing facility/ ongoing work in the buildings. Bidders should take utmost care while shifting the assemblies/ members/ fabricated furniture to avoid any rubbing with adjacent walls and floor. Any damage caused to the existing facility, ongoing work must be rectified and made good by the vendor. In event of failure in such rectification/ replacement, the job shall be done by Owner through other agency at the risk and cost of the vendor.
- 26.13** While installation of furniture in room/ hall, a layout on floor to be provided with location of Anchor/ fasteners by erasable ink to cross check the space plan before installation. A copy of such lay out plan to be kept for record and submitted with (Running Account) RA Bills and As-built drawings in soft as well as hard copy along with final bill.
- 26.14** Wherever applicable, size and type of Anchor fasteners to be suggested and provided by vendor with their experience and previous installation, so as to ensure no damage to finished

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flooring which shall be Vitrified tiles of 9/10 mm thick on 20 mm average cement mortar or Granite flooring of 18 mm+/- 1 mm with 20 mm average thickness of cement mortar. Further, vendor shall use Heavy duty zinc plated concrete anchors to withstand a rigid assembly cast iron (C.I.) frame with floor & wall without any gap and vibration after installation. Vendor shall submit Sample of Anchor fastener for obtaining approval of owner/ engineer In-charge.

- 26.15** All materials brought in site should be fully seasoned and meet technical specifications. All materials should accompany with valid invoices, Excise challans, forest clearance certificates and Manufacture's Test Certificate, if applicable with each lot of materials. Vendor shall submit copy of all documents as stated above with bills. Vendor shall be held responsible for any kind of mischief/ manipulation of documents, if found and action shall be taken against vendor as per law. The University will not be liable in any circumstances due to failure of any legal compliance on the part of vendor.
- 26.16** Vendor should separately stock the wastages, cut-pieces and other salvage material and shall obtain written permission of Owner/ Engineer In-charge prior to removal/ disposal of the same.
- 26.17** Vendor and their representative shall strictly ensure Safety while working in site and Personal Protective Equipment to be used while carrying out the work.
- 26.18** A Quality Assurance Plan and Health, Safety & Environment plan to be submitted by vendor within 15 days of issuance of LOA for scrutiny & approval of Owner/ Engineer In-charge.
- 26.19** Adequate number of sample of wood material with lot shall be sealed and signed jointly and shall be sent to Third Party Testing Laboratory (Preferably Government Laboratory) for Physical and Chemical test, if required as per relevant Bureau of Indian Standard (BIS) and code of practices. All material shall only be accepted for acceptance, once test report confirms its authenticity as per specification. All charges towards cost of samples, transportation, sampling and testing to be borne by contractor and cost towards same is deemed to be included in the rate quoted by the vendor.
- 26.20** Unless and otherwise specified all cost towards material, transportation, all taxes, duties, wastages, labour, insurances, transit insurance, storage, shifting, lead and lift, carriage, staffs, accommodation, welfare measures for staffs and labours, labour wages & benefits and other incidental expenses etc. are deemed to be included in the rate quoted by the vendor. Nothing extra shall be paid on account of above

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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:

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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

Central University of South Bihar

TECHNICAL SPECIFICATION

for

Supply & Fixing of “Class Room Furniture (Desk and Bench) in School of Education Building and Hostel Furniture in Hostel Building at CUSB Gaya (Bihar)”

Detailed Technical Specification

To be read in conjunction with Bill of Quantity, Drawings and Scope of Vendor.

Sr. No.	Detailed specification of the Classroom and Hostel Furniture	Qty.
01	<p><u>Classroom Desk With Bench</u></p> <p>01 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.</p> <p>02 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.</p> <p>03 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.</p> <p>04 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</p>	

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	<p>provide adequate strength. Cost towards getting the shop drawing vetting is deemed to be included in the rate of items.</p> <p>05 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 size together with epoxy resin adhesive grouting for additional strength. Please refer drawings for further details.</p> <p>06 For additional details, Scope of Vendor, Drawings & Bill of Quantity to be referred</p> <p>07 To be read in conjunction with Bill of Quantity, Drawings No. DRG/FUR/SOE/FDFB-1,2,3,4,5 & 6 Scope of Vendor</p> <p>08 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.</p> <p>09 The surface to be painted shall have received the approval of the Officer 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: Tops 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.</p> <p>10 All complete as per drawing & direction of Officer In-charge.</p>	
	For type of Solid Hard Wood	
01.1	Red Sheesham	
01.1.1	For 3 Seater Desk with shelf & Bench:	207
01.1.2	For 3 Seater Bench:	36
01.2	Red Sheesham	
01.2.1	For 2 Seater Desk with shelf & Bench:	84
01.2.2	For 2 Seater Bench:	12
02	<u>Hostel Wooden Bed Cot</u>	
	01 Size of Wooden Bed Cot: 1945mm Length X 955mm Width and 470 mm Height.	

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	<p>02 Hostel Bed should made out of seasoned kiln dry and chemically treated Red Sheesham Wood framing with moisture content limit as per IS: 287:1993 and permissible sap wood content . Leg 04 no. (74mm x 74mm x 432mm height), outside 04 no. panel (100mm x 36 mm) and inside 02 no. panel (74mm x 36mm) as per Drawing.</p> <p>03 Bed top shall be made up of 18mm thick BWR solid Block Board with 45mmx20mm sheesham wood beading on all side edges & 10 mm x 10 mm groove provide below wood beading.</p> <p>04 All the joints between 04 no. legs and outside 04 no. wood panels members shall be mortise Tenon joints pasted with D3 Grade Fevicol.</p> <p>05 All four side Leg top side & panel member (vertical to horizontal) should be fixed with ISA 45mm x 45mm x 4mm fitted with 25mm SS Screw.</p> <p>06 All outside 04 no. main panel (100mm x 36mm) should be fixed with MS Bed clamp to 4no. Leg inside top as per drawing.</p> <p>07 All internal member should be fixed with MS Bed clamp.</p> <p>08 03 Coats of Melamine Spray Polish after due process of filling and sanding to get a neat and smooth finish on all wood panels. 2 coats of synthetic enamel paint after 1 coat of oil primer on bed top of 18mm block board and 1 coat of oil primer after due process of filling on bed bottom of 18mm block board.</p> <p>09 10 mm wide groove on periphery of Bed Cot in outside 04 no. main panel and 04 no. legs of Sheesham wood.</p> <p>10 All complete as per drawing & direction of Officer In-charge.</p>	80
03	<p><u>Hostel Wooden Head-rest</u></p> <p>01. Size of Wooden Head-rest: 955mm Length X 450mm Width.</p> <p>02. Hostel Head-rest should be made of 18mm thick Boiling Water Resistant Solid block board and 20 x 18 mm teak wood leaping all around.</p> <p>03. 50mm thick Polyurethane foam of density 40+/- 2 kg/ cubic meter to be pasted on block board with good quality adhesive and covered with 2 mm thick Rexene and wall side of block board to painted with enamel paint.</p> <p>04. 2 coats of synthetic enamel paint after 1 coat of oil primer on wall side of headrest.</p> <p>05. Head-rest fitting & fixing in Hostel Wall with good Quality (ISI made) Screw 3.5mm dia. x 40mm length SS screw.</p> <p>06. The Head-rest fitting wall clamp & SS screw should be provide durable as per Drawing.</p> <p>07. Paints after due process of filing and filling with approved fillers to get a net and smooth finish paint.</p> <p>08. All complete as per drawing & direction of Officer In-charge.</p>	80
04	<p><u>Hostel Wooden Study Table</u></p> <p>01 Size of Wooden Study Table: 762mm Length X 600mm Width with 12mm teak lipping all around pasted with good quality adhesive & SS screw, after 3mm teak</p>	120

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	<p>ipping size table (760mm x 600mm) and 750 mm Height.</p> <p>02 Hostel Wooden Study Table should be made out of seasoned kiln dry Solid Hard wood of Second Class Teak Wood with moisture content as per IS: 287:1993. Leg (49mm x 49mm x 732mm height), outside 04 no. top side panel (62mm x 36 mm) and Bottom side 02 no. panel (49mm x 36mm) and Bottom side Middle support panel (36mm x 36mm) as per Drawing.</p> <p>03 Wooden Study Table top shall be made up of 18mm thick BWR solid Block Board and 03 mm x 18 mm teak wood beading on all side edges & top 1 mm laminated pasting of approved reputed make on entire surface area with hardware and adhesive & 10 mm x 10 mm groove provide below wood beading.</p> <p>04 All the joints between Second Class Teak wood members shall be mortise Tenon joints reinforced with solid bamboo nails and pasted with D3 Grade Fevicol.</p> <p>05 All four side Leg top inside & top panel member inside (Horizontal to horizontal) should be fixed with ISA 45mm x 45mm x 5mm MS angle bracket fitted with 25mm SS Screw.</p> <p>06 Teak wooden frame Panel top fitting 18mm thick BWR solid Block Board & 1.00mm thick laminate pasting of approved reputed make on entire surface area with hardware and adhesive.</p> <p>07 03 Coats of Melamine Spray Polish after due process of filling and sanding to get a neat and smooth finish.</p> <p>08 10 mm wide groove on periphery of Table in outside 04no. Main panel and 04 no. legs of wood.</p> <p>09 All complete as per drawing & direction of Officer In-charge</p>	
05	<p><u>Hostel Wooden Study Chair without Arms</u></p> <p>01 Size of Wooden Study Chair without Arms: Length 445mm, Width 450mm front/400mm rear side and Height 900mm rear/450mm front side.</p> <p>02 Hostel Wooden Study Chair should be made out of seasoned kiln dry Solid Hard wood of Second Class Teak Wood with moisture content limit as per IS: 287:1993. Leg (36mm x 36mm x 900mm rear/425mm front height), outside 04 no. seating side panel (62mm x 30mm) and seating side panel extra Bottom panel 02 no. left side & right side (30mm x 25mm) 01no. Rear side (30mm x 25mm) and seating top rear side top panel 02no. Horizontal (62mm x 30mm), middle vertical 03no. Panel (35mm x 25mm with separation 25mm between each other) as per Drawing.</p> <p>03 Wooden Study Chair seat shall be made up solid hard wood of 23 mm to 25mm thick.</p> <p>04 All the joints between Second Class Teak wood members shall be mortise Tenon joints reinforced with solid bamboo nails and pasted with D3 Grade Fevicol.</p> <p>05 03 Coats of Melamine Spray Polish after due process of filling and sanding to get a neat and smooth finish.</p> <p>06 All complete as per drawing & direction of Officer In-charge.</p>	150

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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 Officer 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

Tops 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.

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 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.

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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 & Fixing of “Class Room Furniture (Desk and Bench) in School of Education Building and Hostel Furniture in Hostel Building at CUSB Gaya (Bihar)”.**

Item Serial	Description of Item	Unit of Measurement	Quantity	Rate in Rupees (Figure) In Unit	Total 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 & 6 on plain and stepped floor as per Technical specification and Scope of vendor with tender document. All complete as per drawing & direction of Officer In-charge				
	For type of Solid Hard Wood				
1.1	Red Sheesham				
1.1.1	For 3 Seater Desk with shelf & Bench: Rate in Word:..... Amount in Word:.....	Each	207		
1.1.2	For 3 Seater Bench: Rate in Word:..... Amount in Word:.....	Each	36		
1.2	Red Sheesham				
1.2.1	For 2 Seater Desk with shelf & Bench: Rate in Word:..... Amount in Word:.....	Each	84		

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1.2.2	For 2 Seater Bench: Rate in Word:..... Amount in Word:.....	Each	12		
2.0	Providing and fixing of Bed Cot of Size 1945 mmx 955 mmx 470 mm (Length x breadth x height) made out of fully seasoned kiln dry and chemically treated hard wood framing with moisture content limit as per IS: 287:1993 and sap wood not more than 10% composite fitted with 18 mm thick Boiling Water Resistant Solid block board with 45mmx20mm sheesham wood beading on all edges & 10mm x 10mm groove provide below wood beading and wood priming and 2 coat of synthetic enamel paint of reputed make on Block board as per relevant IS Code and melamine polish on hard wood on entire surface area of adequate coat and framing with hardware and fixing arrangement as per drawing and sketch enclosed DRAWING , Technical specification and Scope of vendor with tender document. All complete as per drawing & direction of Officer In-charge.				
2.1	With Solid Hard Wood of Red Sheesham Rate in Words:..... Amount in Words:..... 	Each	80		
3.0	Providing and fixing of Head-rest on wall with necessary screw of size 955 mm x 450 mm made out of 18 mm thick Boiling Water Resistant Solid block board with 20mm x 18mm Teakwood lipping all around, 50 mm thick Polyurethane foam of density 40+/- 2 Kg/ cubic meter and covered with 2 mm thick Rexine all around with wall side of Block board painted with wooden primer as per technical specification & applicable				

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	IS code, all complete and as per drawing & direction of Officer In-charge.				
	Rate in Words:..... Amount in Words:.....	Each	80		
4.0	Providing and fixing of Study Table of Size 762 mmx 600 mmx 750 mm (Length x breadth x height) made out of seasoned and chemically treated Teak Wood framing with moisture content limit as per IS: 287:1993 composite fitted with 18 mm thick Boiling Water Resistant solid block board on top with 10mm x 19 mm teak wood lipping all around & 1.00 mm thick laminate pasting of approved reputed make, 10mm x 10mm groove provide below the teak wood beading and Melamine polish as per Technical specification with hardware and fixing arrangement as per drawing and sketched enclosed as DRAWING, Technical specification and Scope of vendor with tender document. All complete as per drawing & direction of Officer In-charge.				
4.1	With Solid Hard Wood of Second Class Teak Rate in Words:..... Amount in Words:.....	Each	120		

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5.0	Providing and fixing of Study Chair of size 450 mmx 445 mmx 900 mm (Length x breadth x height) made out of fully seasoned kiln dry and chemically treated hard wood framing with moisture content limit as per IS: 287:1993 composite fitted with solid Teak wood seat of 23 mm to 25 thick of not having more than One/Two joint with satin melamine polishing as per relevant IS code & technical specification, finishes with hardware, bolts, bracing arrangements and fixing arrangement as per drawing and sketched enclosed as DRAWING in, Technical specification and Scope of vendor with tender document. All complete as per drawing & direction of Officer In-charge.				
5.1	With Solid Hard Wood of Second Class Teak Rate in Words:..... Amount in Words:..... 	Each	150		
Total Basic Value (Rs.)					
Add: CGST/IGST					

Total Amount in Figure inclusive of all Taxes

Total percentage of GST already considered in above rate=.....%

Total Amount inclusive of all taxes in Words

Date :

Seal & Sign of Vendor

Note : No Overwriting or use of Fluid/ Eraz-x is permitted. If done is liable to be rejected

Seal & Signature of Tenderer

UNDERTAKING BY THE TENDERER(S)

NAME OF WORK:

Tender No. : _____

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

1. Tender Document(s) including all Annexures, Scope of Vendor, drawings
2. Additional Document(s) (if any)
3. BOQ Document (Price Bid Format)
4. Corrigendum (if any)
5. Pre Bid Meeting Minutes (if any)
6. Purchase Rules and Procedure of CUSB

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 :

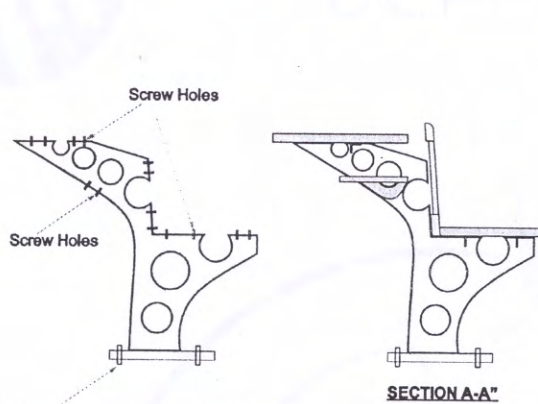
Seal & Signature of Tenderer

NOTE:

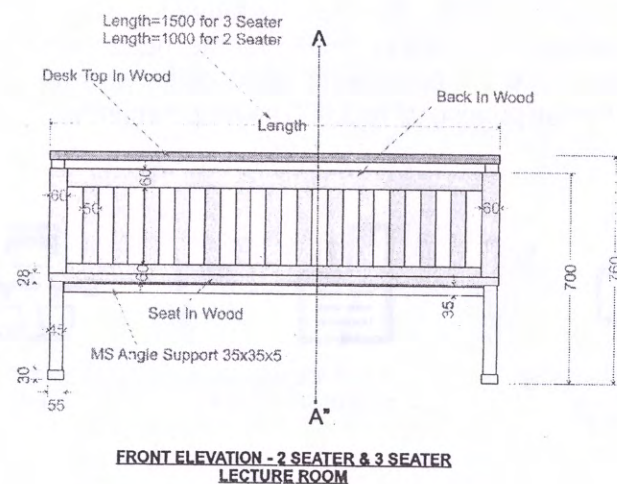
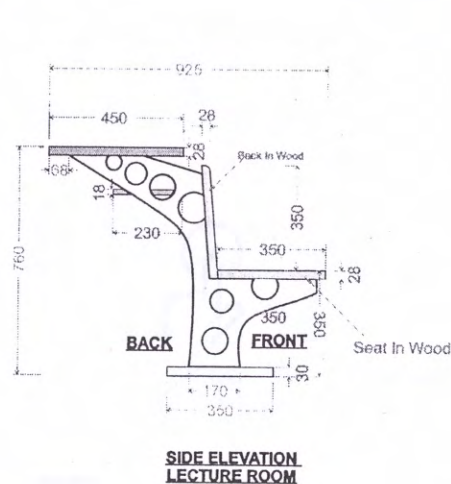
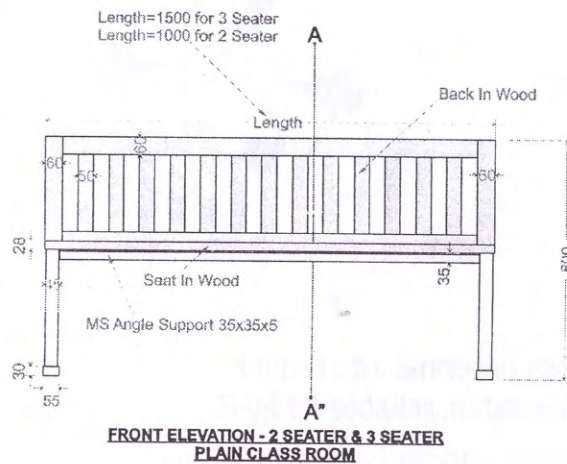
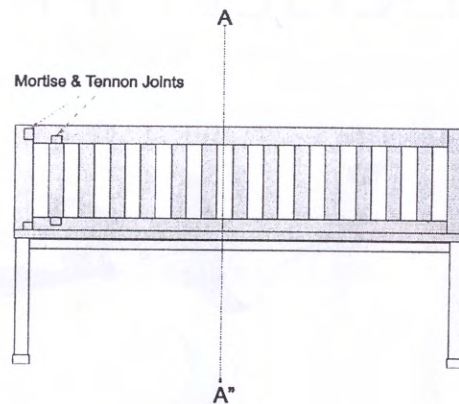
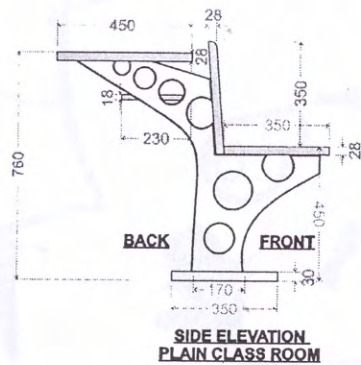
This declaration should be signed by the Tenderer's authorized representative on COMPANY LETTERHEAD who is signing the Bid and same to be submitted with Tender

Seal & Signature of Tenderer

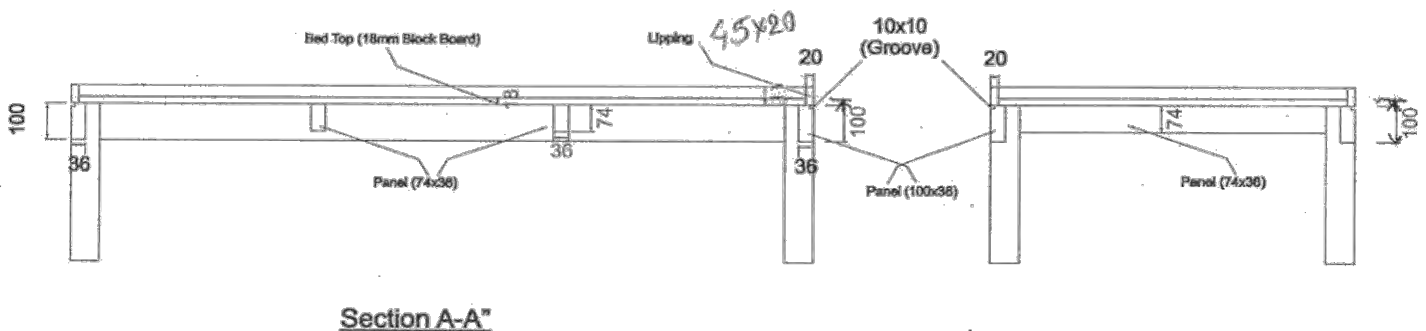
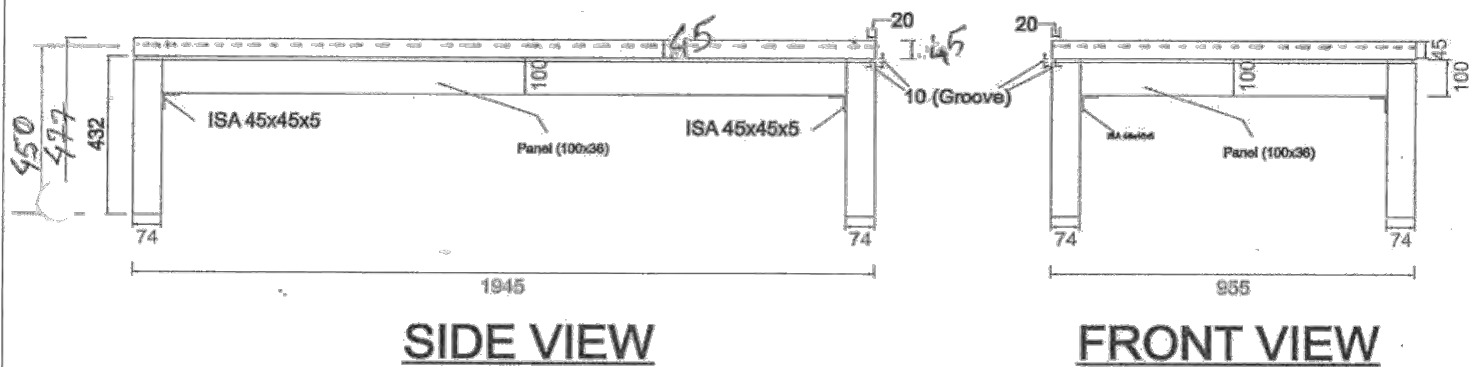
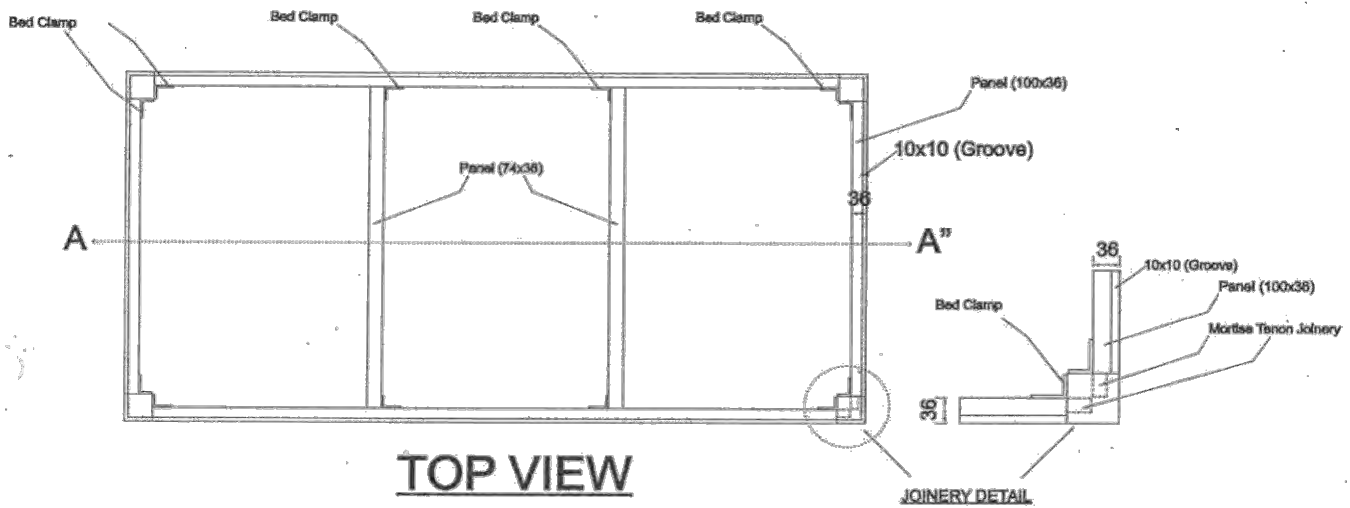
DETAILS OF JOINERY, SCREW HOLES FOR ASSEMBLY & DIMENSIONS



Holes for 10mm Dia fastner having Length
as required / as per directions of the Engineer in Charge



Single Bed
**All Dimensions in Millimeters

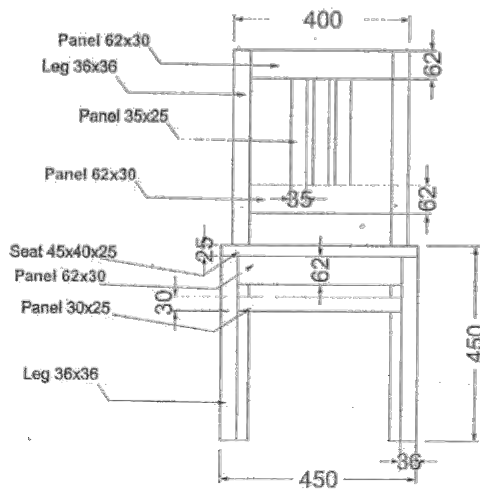


**All Dimensions are in Millimetres

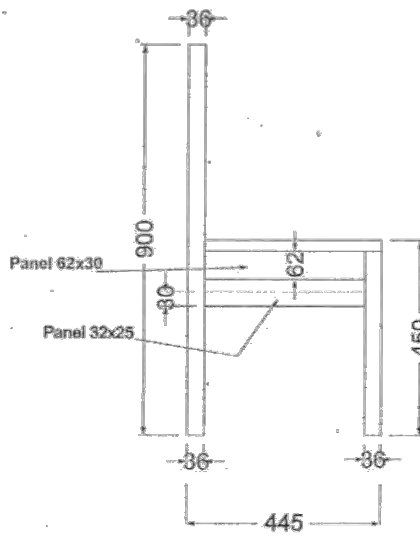
Abrygh
08/07/2019

STUDY CHAIR

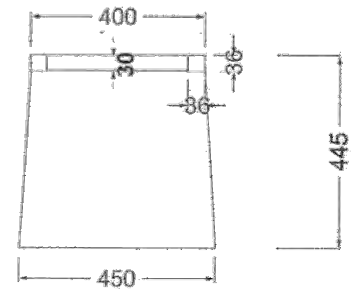
****All Dimenions in Millimeters**



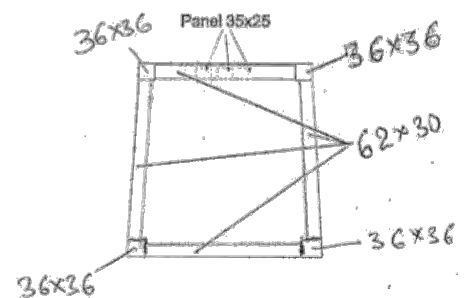
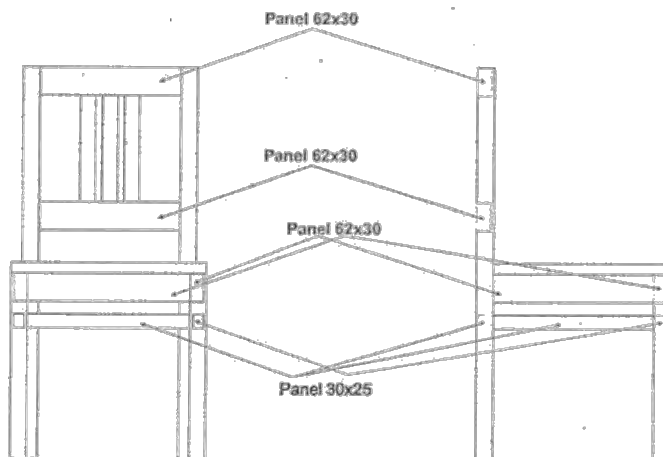
FRONT VIEW



SIDE VIEW

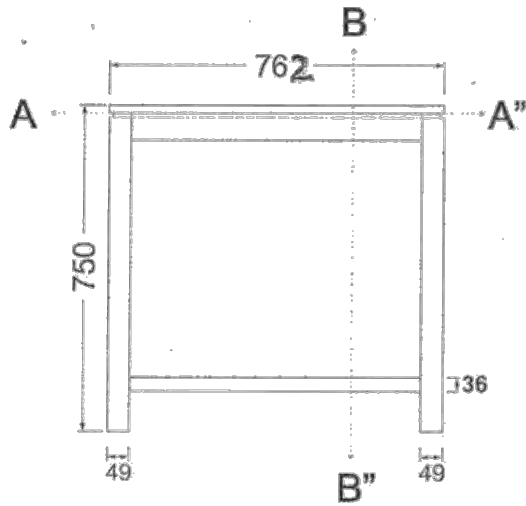


TOP VIEW

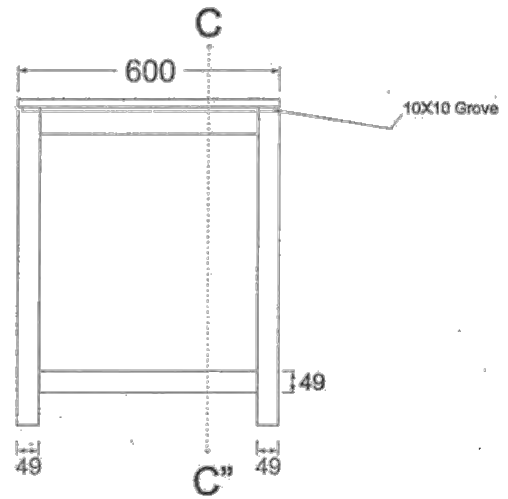


AK Singh
08/02/2019

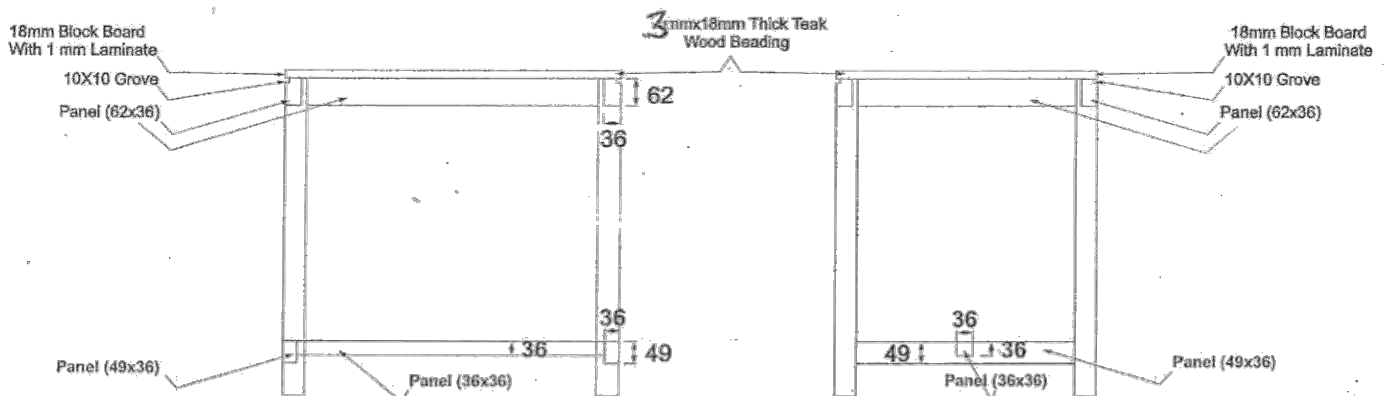
STUDY TABLE
****All Dimensions in Millimeters**



FRONT / BACK VIEW

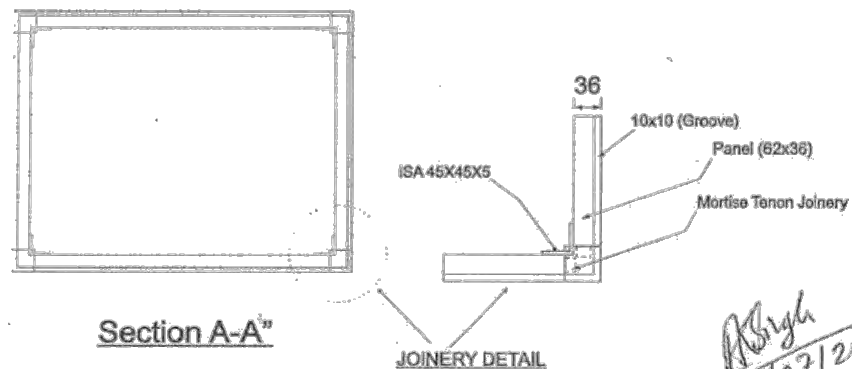


SIDE VIEW



Section C-C'
FRONT / BACK VIEW

Section B-B'
SIDE VIEW



Section A-A'

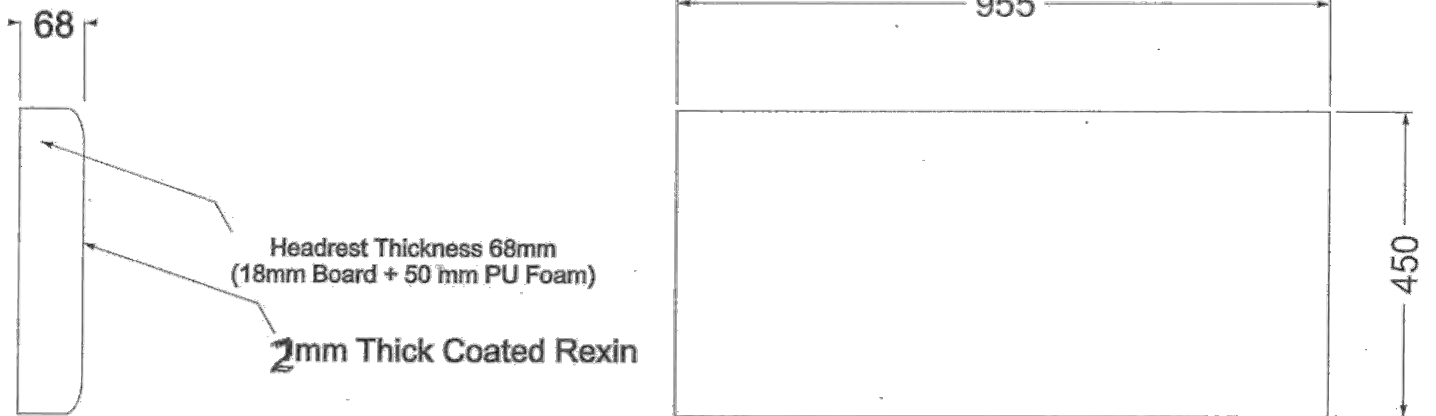
JOINERY DETAIL

TOP VIEW

ABigh
08/07/2019

HEADREST

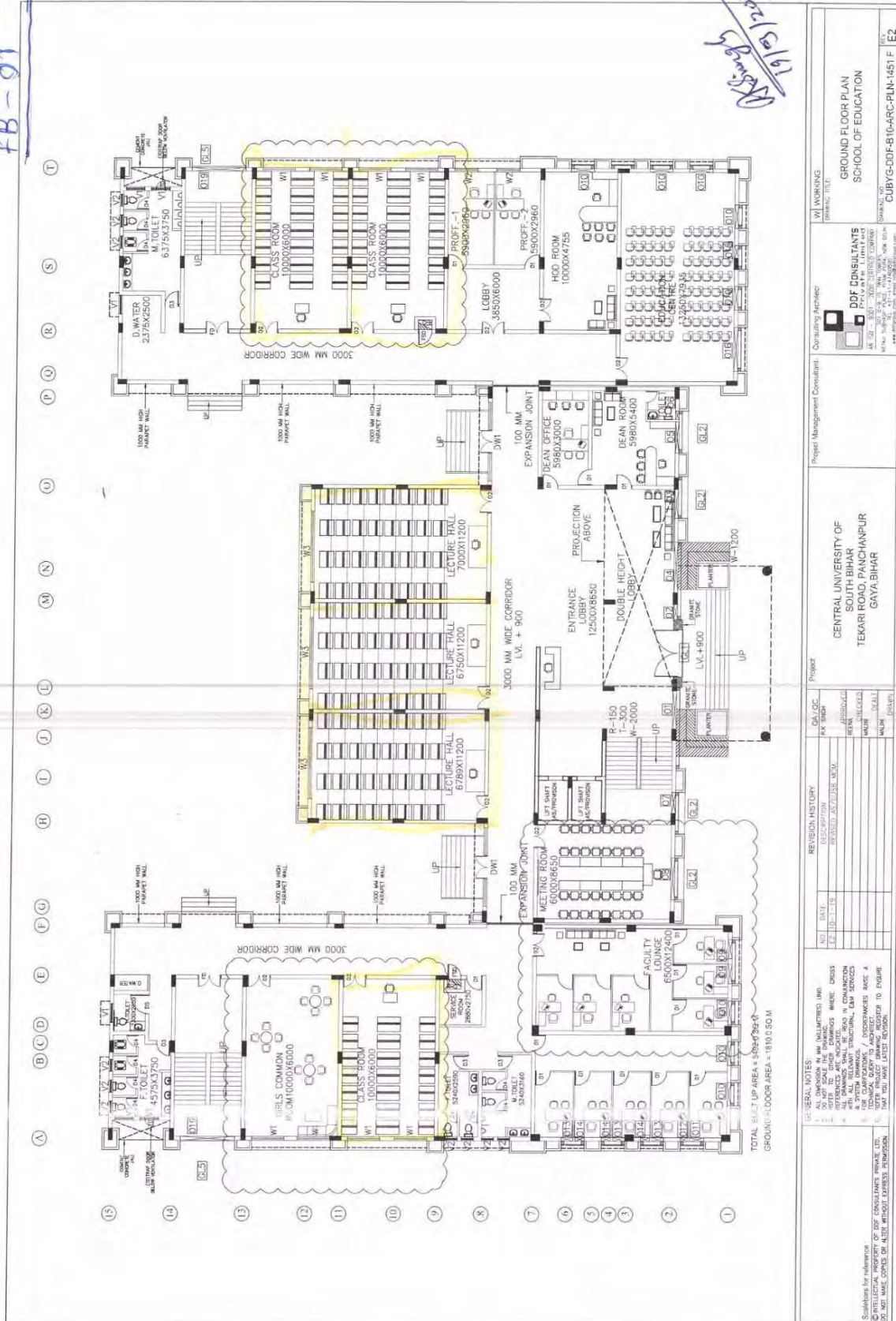
**All Dimenions in Millimeters



AK Singh
08/07/2019

PRG/PUR/SOE/
FB-01

19/01/2019
A. K. Singh



~~17/05/2023~~



15/03/2021

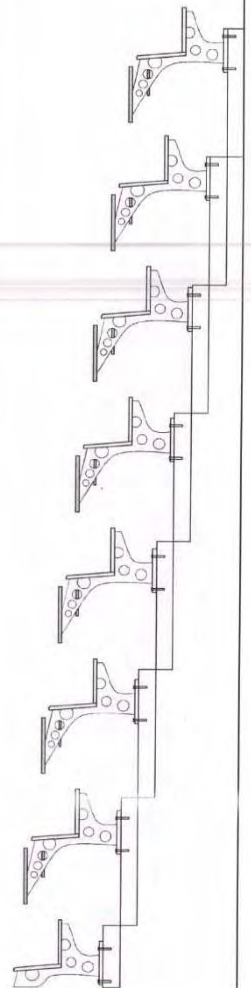
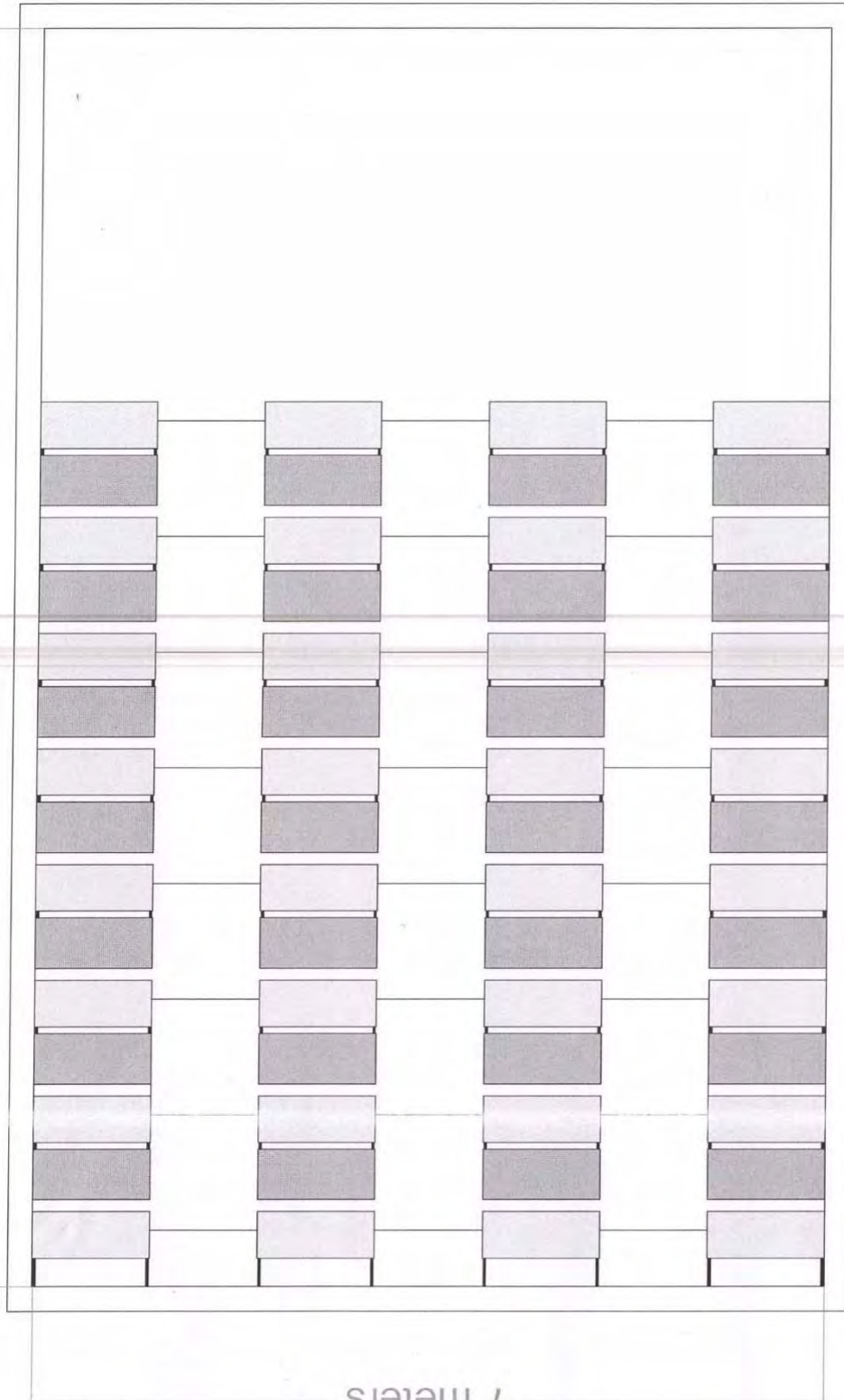


DRG/FUR/SOE/FDFB-04

19/01/2019

11.2 meters

7 meters



DKG/FUR/SUE/HDB-U2

10 meters
8,650

6102/10161
191012019

