



Central University of South Bihar

(A Central University established under Central Universities Act 2009)

Camp Office: BIT Campus, P.O.: B. V. College, Patna – 800014 (Bihar)

[Formerly Central University of Bihar, and since changed under the Central Universities (Amendment) Act, 2014]

TENDER NOTICE

Central University of South Bihar invites the sealed quotation for **Rate-Contract for Comprehensive/Non-Comprehensive AMC of Online UPS.** (Details as per attached annexure – A) for the session 2016-17. Interested manufacturers/suppliers authorized Service Centres are to quote & submit the competitive rates. *(In case of authorized dealer a valid authorization from manufacturer is required, failing which quotation of the authorized dealer will not be entertained under any circumstances).* Tender Document may be downloaded from the University website. Cost of Tender Form must be enclosed in the form of Demand Draft for Rs.500/- while submitting the completed tender document.

LAST DATE OF SUBMISSION OF COMPLETE TENDER DOCUMENT 08/08/2016 upto 17.00 Hrs.

REGISTRAR

Tender Ref. : CUSB/S&P/Admin./Tender/08A/2016-17, Dated 20/07/2016
Subject : Rate-Contract for Comprehensive/Non-Comprehensive AMC of Online UPS.
Cost of Tender Form : Rs. 500/- (Rs. Five Hundred only)
Earnest Money Deposit: Rs. 25,000/- (Rs. Twenty Thousand only)

- Cost of Tender Form (non-refundable) and EMD amount are to be submitted separately through DD in favour of the **Central University of South Bihar, Payable at Patna.** These should not be clubbed.
- Tenders received without Earnest Money Deposit, Cost of Tender Form Fee will be summarily rejected.
- Tender must be submitted only through Registered Post / Speed Post only on below mentioned address:

**To,
The Registrar
Central University of South Bihar
BIT Patna Campus,
P.O.: B. V. College Campus
Patna - 800014**



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IMPORTANT INSTRUCTIONS / NOTES

PLEASE GO THROUGH THE FOLLOWING INSTRUCTIONS / NOTES CAREFULLY

LAST DATE OF SUBMISSION OF THE TENDER :08/08/2016

(Offer received after the due date shall not be considered under any circumstances)

The offer should be addressed to the

To,
The Registrar
Central University of South Bihar
BIT Patna Campus,
P.O.: B. V. College Campus
Patna – 800014

in a sealed cover clearly super scribed with **“Rate-Contract for Comprehensive/Non-Comprehensive AMC of Online UPS”** on the face of the envelope.

The following undertaking for checklist duly signed with seal and required documents should be submitted along with offer:

UNDERTAKING FOR CHECK LIST

We hereby declare that the following requirements have been fulfilled by us –

- i. Printed copies of the **Catalogue / Price List** of the products.
- ii. Attested photocopy of current manufacturing license, for respective items, issued by competent authority.
- iii. List of organizations where the firm is on rate contract or has been supplying the items, along with their performance certificates if available and attested photocopies of rate contracts.
- iv. The enclosed certificates and proforma duly filled in and signed.
- v. ***Documentary evidence for the turnover of last three consecutive years along with copy of the audited balance sheet of both the manufacturer as well as authorized dealer separately.*** Demand Draft of Rs. 500/- (in case tender form downloaded from Website) ***in favour of “Central University of South Bihar, Payable at Patna.”***
- vi. Earnest Money Deposit (EMD) amount as mentioned is to be submitted along with the offer ***in form of Demand Draft in favour of “Central University of South Bihar, Payable at Patna.”***
- vii. Registration Certificate of Central Excise, wherever applicable.
- viii. Registration Certificate of C.S.T. and other Taxes of State Govts.
- ix. **Copy of Income Tax Returns for 3 years of both the manufacturer and authorized dealer.**
- x. **Copy of Sales Tax / VAT Assessment for 3 years of both the manufacturer and authorized dealer.**
- xi. Registration in SSI / DI, in case of manufacturer.
- xii. Undertaking for Quality Control System – Copy of Certificate pertaining to ISO, BIS etc.
- xiii. **Every page of the tender documents and the enclosed copies of the certificates must be signed with seal.**

We hereby agree that in the absence of any of the above documents / information, the offer may be summarily rejected without making any further reference to us.

Date:

Signature with seal

1. RATES

Please quote your lowest rates F.O.R. Destination only otherwise your offer may not be considered. Please quote for those items/specifications only which have been asked for. The rates should include insurance coverage, if necessary for safe delivery. The University shall not pay separately for transit risk insurance. The firm shall be responsible until the stores arrive in good condition at the Destination and accepts by the University after physical verification.

Further, if there is any damage or loss to the stores in transit, the firm will get the stores replaced/repared to the entire satisfaction of the consignee otherwise cost will be deducted for items found in broken/ unserviceable conditions or short in quantities.

2. DISCOUNT

Kindly indicate the maximum discount allowed on the printed price list for the purpose of rate contract. As the University is an educational institution its rate contract should quite prestigious, **separate rate may be quoted in case of bulk supply and that should be clearly mentioned in respect of minimum quantity.**

3. TAXES AND DUTIES

Please clearly specify the rates for the taxes, duties and other expenses applicable on the stores even if the rates are net. The rate of taxes as applicable should be clearly mentioned in the offer.

In case of sales made by local dealer, only VAT can be charged. VAT is also not payable to the second importers of the goods in the state.

The CST will be paid only when supplies are made from outside the state of Bihar and are not reimbursable to the local dealers.

4. VALIDITY OF THE OFFER

Since it is rate contract for the financial year 2016 – 17 which may be extended for another year on satisfactory performance and by mutual understanding.

5. FALL CLAUSE

- i. The prices charged for the stores supplied under the rate contract by the firm in no event should exceed the lowest price at which the firm sells the stores or offers to sell the stores of identical description to any individual / organization / body etc. during the currency of the rate contract.
- ii. If at any time during the said period, the firm reduces the sales price, sells or offers to sell such stores to any **person (s) /organization (s) / body etc including the purchaser or any Department of Central Government or any Department of State Government of any statutory undertaking of the Central or a State Government as the case may be, at a price** lower than the price chargeable under the contract, it shall forthwith inform such reduction or sale or offer to sale to the Registrar CUSB and the price payable under the contract for stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced. However, if it is discovered later on that the firm failed to inform the University about the reduction in the sale price and continues to charge higher rates, ***excess money so charged is liable to be deducted from E.M.D. Furthermore such firm is liable to be debarred from doing any business with the University in future.***

6. **EXECUTION OF SUPPLIES AND BILLING**

It is desired that the supplies be made by a manufacturer directly. However, if a manufacturer is not in a position to execute supplies directly and intends to make the same through authorized dealer(s) their name(s) and address (es) should be declared in advance at the time of submission of the offer.

It has been noted that on many occasions, only one dealer is authorized to execute the supplies. The University desires that in order to maintain smooth supplies to the University, **there should be more than one Local Dealer** for the purpose. Also, the manufacturer should clearly indicate whether the orders will be placed with it or its authorized dealer(s). In such cases, no extra charges by way of any local Taxes/Trade Tax in addition to Central Sales Tax be admissible in case of supplies received from local authorized dealer(s).

7. **D.G.S. & D. RATE CONTRACT**

In case if the product (s) is registered under D.G.S. & D. Rate Contract, Rates and specifications of the product (s) must be enclosed with the tender documents, simultaneously if any changes (Rate / Specification etc) occur during the rate contract period i.e. 2016 – 17 of the CUSB be intimated to the University immediately.

8. **PAYMENT TERMS**

Payments shall be made only after delivery of the items as per the specification and quantity as mentioned in the supply order and satisfaction to the University Authorities.

9. **REJECTION CLAUSE**

If the items received do not conform to the description and quality as contained in the catalogue or have deteriorated (and the decision of the purchaser in that behalf will be final and conclusive) the University will be entitled to reject the said items or such portion, thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be replaced by the firm at its cost, or deducted from the amount payable.

If the terms of the quotation etc. are vague, incomplete, contradictory and confusing, the offer will summarily be rejected without any information.

In case of sub-standard supply / non-execution of supply of ordered goods within the stipulated time, the University reserves the right to impose penalty on the concerned firm and to delist / debar / black list from further supply and may take necessary action.

10. **WARRANTY/GUARANTEE TERMS**

Should be clearly stated for all items.

11. **THE UNIVERSITY RESERVES THE RIGHT TO**

- i. Enter into parallel rate contracts simultaneously with more than one firm for the purchases of the items.
- ii. Withdraw rate contract of any firm during the currency of rate contract without assigning any reason for reasons mentioned above.
- iii. Reject the quotation in absence of not furnishing the documentary evidence in respect of Trade Tax Registration (C.S.T. / VAT.), Income Tax and Trade Tax clearance certificates together with the performance of supplies in various branches/institutions.
- iv. Reject the quotation in the event of non-furnishing the authentic documentary evidence in respect of Testing reports/Performance report of the concerned Govt. Organization/Institutions about the products being manufactured and marketed. The performance test of the product can be conducted at University level also for which charge will have to be borne by the suppliers.

- v. Reject the supplies already made, if not found up to the mark. Random checking may be adopted to test the correctness of the supply. In such an event further action may call to conform the supply or discard further business.
- vi. Cancel the order/reject the supplies of chemicals in case where more than one authorized dealers are there and order is placed to local dealer and not to the manufacturers / distributors.
- vii. To reject any addition/alteration in respect of local dealerships intimated by the Principals after consideration of the case by the committee appointed by the University for the purpose.
- viii. To reject any offer which is not supported / submitted along with the Pricelist / Catalogues / Leaflets / Brochures / Samples where ever applicable within the scheduled time.
- ix. To reject any or all the offers without assigning any reasons thereof.
- x. All disputes are subject to judicature at ***“Patna jurisdiction”*** only.

The decisions of the University in all respect shall be final and binding on all.

Kindly note that we attach great significance to the list of the organizations of repute where a firm is on rate contract, therefore please enclose certified photocopies of the rate contract.

Please ensure that your offer is complete in all respect as no further clarifications shall be sought from you and reaches us within the last date mentioned above. **The University shall not be responsible for any postal delay/loss in transit etc.**

Please mention our reference number and due date on the sealed envelope, otherwise your quotation may not be entertained.

A checklist (list documents to be attached) with proper signature, seal and date should be enclosed with tender document for verification, otherwise the proposal will not be entertained.

Registrar

NOTE: 1- While arranging the Tender Documents, check list should be placed on TOP.

Bidder Information

Following proforma should be filled in and duly signed by the firm and sent alongwith the quotation/bid.

1.	Tender Ref. and Date	
2.	Name of the Firm	:
3.	Postal Address of the Office of the Firm (Attach Proof)	
4.	Details of Demand Draft for Application Fees of Rs. in favour of Central University of South Bihar, Payable at Patna (Non Refundable) (i) Demand Draft No. : (ii) Date of Issue : (iii) Issuing Bank :	
5.	Details of Demand Draft for EMD in favour of Registrar, Central University of South Bihar, Payable at Patna (Refundable). (i) Demand Draft No. : (ii) Date of Issue : (iii) Issuing Bank :	
6.	<u>Contact Information :</u> (a) Name of the contact person : (b) Telephone Number : (c) Mobile Number : (d) Fax Number : (e) E-Mail : (f) Website address, if any :	
7.	<u>Kind of Firm</u> Name and address of Directors/Managing Directors/Proprietor/Partners	
8.	Whether you are income tax payee? If yes, please submit a copy of Income tax return filed for last three consecutive years.	
9.	Your Permanent Account No. (PAN)	: (Copy Attached)
10.	Bank Details (a) Name of the Bank : (b) Address : (c) Bank Account No. : (d) Name of the Account holder : (e) IFSC code : (f) MICR code : (g) Date of opening of Account : (h) Type of Account (Saving / Current):	

11.	Are you a distributor/dealer/stockiest/exeective/preferred agent of the manufacturer? If so, please submit the most recent authority letters issued by the manufacturer.	
12.	Do you have direct import license. (If Yes, please attach a copy of the same)	
13.	Annual Turnover of the firm FOR THE LAST 3 CONSECUTIVE FINANCIAL YEARS : (a) 2013-14 : (b) 2014-15 : (c) 2015-16 : Please attach audited copy of Balance Sheet/Turnover Certificate issued by Chartered Account).	
14.	Have your firm ever been debarred / blacklisted for doing business from any Government Organization? If No, Please furnish an affidavit raised on non – judicial stamp paper of Rs. 100 (Rupees Hundred Only)	

Declarations:

1. I/We _____ (Names of Partners/Proprietors or Directors) do hereby declare that the entries made in this application form are true to the best of my/our knowledge and belief.
2. I/We also undertake the responsibility to communicate all subsequent changes in the constitution or working of firm, affecting the accuracy of the facts, stated above.
3. I/We accept you all terms & conditions.

Place :

Signature of Partner/Proprietor/Director
(Seal of the Firm)

Date :



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**TO BE RETURNED
WITH QUOTATION**

Following proforma should be filled in and duly signed by the firm and sent along with the quotation.

(Please refer to the detailed instructions/notes before filling this proforma).

1. Name of The Firms with detailed address :
2. Validity of the offer :
3. Approximate Delivery Period :
4. (a) Whether rates have been quoted F.O.R. site and covers packing forwarding and insurance charges. : YES / NO
(b) If not, please mention the same :
5. (a) Whether the prices are inclusive of Sales Tax/VAT & other taxes. : YES / NO
(b) If not, kindly specify the amount / rate :
6. If the Sales Tax/VAT is charged extra, declaration for Charging Sales Tax Correctly, attached. : YES / NO
7. (a) Whether supply will be made directly or through any Local / Regional / Authorized Dealer / Stockiest : Directly / Stockiest / Authorized Dealer
(b) If through a Stockiest / Dealer : -
(i) Name and full address of the Party :
(ii) Whether the order to be placed with the : Principal / Stockiest / Dealer
(iii) Who will raise the bill : Principal / Stockiest / Dealer
(iv) Cheques will be drawn in favour of : Principal / Stockiest / Dealer
(v) Whether any Delivery, Packing and Forwarding : YES / NO
(vi) Charges will be payable to local Stockiest/Dealer : (Please specify the amount/percentage etc.)
8. **Payments shall be made after satisfactory execution of the order and supply of goods in satisfactory condition on bill basis.**
9. Whether any Excise Duty is payable on the items. : YES / NO
If yes, indicate the amount / percentage. :%
(Please note that excise duty shall be paid only when it is clearly shown in the invoice separately)
10. Whether any installation charges are payable extra. : YES / NO
If yes, amount to be specified. :
11. Whether any discount for educational institution offered on the printed price list of the manufacturer. : YES / NO
If yes, mention the amount / percentage. :%
12. Whether the product is on DGS &D/D.I. Rate contract. : YES / NO
If yes, please enclose a photocopy of the same.
13. Whether the product bears I.S.I. Mark. : YES / NO
If yes, please mention the I.S.I. License no. :

14. (a) Whether the firm is Sales Tax payer. : YES / NO
If yes, please mention the Sales Tax Numbers. :
- (b) Whether the Local Dealer(s) is / are Sales Tax
payer(s) : YES / NO
If yes, please mention the Sales Tax numbers of each :
14. Whether certificate of Quality Control enclosed YES/ NO
15. Whether printed / authenticated price list of the Firm's
Products and Catalogue etc. enclosed. : YES / NO

Signature with Seal.

CERTIFICATE

WE CERTIFY THAT :

1. We will not sell the product (s) to other institutions, bodies and also in the market on the rates less than the prices quoted by us to the University.
2. *The vendor shall furnish a following certificate to the Paying Authority alongwith each bill for payment for supplies made against the Rate Contract (*).*
3. The goods on which Sales Tax / V.A.T. has been charged are not exempted for payment of Sales Tax / V.A.T. under C.S.T. Act the rules made there under and the amount mentioned on account of Sales Tax / V.A.T. on goods is not more than what is payable under the provisions of the relevant Act or Rules made there under.
4. The rate of Excise Duty mentioned in the quotation is in accordance with the provisions of the rules in all respects and the same is payable to the Excise Authorities in respect of the stores.
5. The goods / Stores / articles offered under the rate contract shall be of the best quality and workmanship and their supply be strictly in accordance with the technical specifications and particulars as detailed in the quotation and also certificate of quality control system attached.
6. The information furnished by us in the quotation are true and correct to the best of our knowledge and belief.
7. We have read and understood the rules, regulations, terms and conditions of rate contract as applicable from time to time and agree to abide by them.

Authorized Signatory

(Seal)

N.B. :* I / We certify that there has been no reduction in sale price of the Stores of Description identical to the Government under the contract herein and such stores have not been offered / sold by me / us to any person(s) / Organization(s) including the purchaser or any Department of Central government or any Department of State Government or any statutory undertaking of the Central or State Government as the case may be upto the date of the bill / the date of completion of supplies against all supply orders placed during the currency of the R/C at a price lower than the price charged to the Government under the Contract.

IMPORTANT INSTRUCTIONS FOR ALL THE TENDERERS

Your sealed offer should reach the office of the undersigned **by Registered Post / Speed Post or by Hand**. Any offer received after the last date shall not be entertained. The following documents should also be submitted along with the offer :-

- i. Fifteen printed copies of the **Catalogue/Price List** (*a Soft Copy may also be provided*) of the products.
For Chemical & Glassware category, in case of imported chemical (s), original catalogue may also be enclosed.
- ii. **Attested photocopies of the following documents :**
 - A. *Manufacturing license issued by the competent authority for each items separately.*
 - B. *Registration Certificate of Central Excise.*
 - C. *Registration Certificate of Central Sales Tax & Provincial Trade Tax.*
 - D. *Drug Manufacturing License if needed for manufacturing (for Chemical & Glassware category).*
 - E. *Copy of Income Tax return for the last 3 year of manufacturer & Authorized dealer.*
 - F. *Copy of Sales Tax / VAT Assessment for the last 3 year of manufacturer & Authorized dealer.*
 - G. ***Documentary evidence for the turnover of last three consecutive years along with copy of the audited balance sheet of both the manufacturer and authorized dealer. Registration in S.S.I. / D.I. in case of manufacturer.***
 - H. *Undertaking for Quality Control System.2*
- iii. List of organizations, Research Laboratories & Educational Institutes where the firm is on rate contract or has been supplying the items, along with their performance certificates and attested photocopies of rate contracts.
- iv. The enclosed **certificates and proforma must be returned in original** duly filled in and signed (***Photocopy will not be accepted***) failing which quotation may not be considered for Rate Contract.
- v. The Bidders must agree for immediate free replacement in case any discrepancy is found with regard to quality/quantity of the material to be supplied by them under this Rate Contract.

In the absence of any of the above documents / information, the offer may be summarily rejected without making any further reference to the bidders in this regard.

APPOINTMENT OF LOCAL DEALER

- a. *The manufacturer may appoint one or maximum three local dealers for Central University of South Bihar. **The manufacturer should ensure that the dealer appointed for the execution of supplies are registered with Trade Tax Department and having valid C.S.T. and / VAT No.***
- b. ***Request of appointment of new local dealer or withdrawal of any previously appointed local dealer during the financial year i.e. 2015- 16 will not be permitted in any circumstances.***
- c. The manufacturer should furnish the detail information of the local dealer/s on the proforma given below and enclose alongwith the quotation positively, failing which appointment of local dealer will not be considered.

N.B. :-

 - (i) **Any changes towards information given by proforma below will not be accepted during the Rate Contract Session i.e. 2016 – 17.**
 - (ii) **Diversion of order will not be allowed during the Rate Contract session i.e. 2016– 17 if the appointment of local dealer is not informed at the time of submission of quotation.**
- d. **The local dealer must be Income Tax Assesses and possessing PAN No.**

ANNEXURE - A**Annual Rate Contract For AMC of ONLINE UPS for Patna and Gaya**

Sl.	PARTICULARS	CAPACITY	Num. of Battery (Qty.)	Comprehensive Rate for AMC per Unit	Non - Comprehensive Rate for AMC per Unit
1	ONLINE UPS	1 KVA	3		
2	ONLINE UPS	2 KVA	6		
3	ONLINE UPS	5 KVA	8		
4	ONLINE UPS	6 KVA	2		
5	ONLINE UPS	10KVA	11		
6	ONLINE UPS	15 KVA	1		

* No Overwriting/Fuid.Erazex is allowed.

Signature of the bidder with seal