

SH-7, Gaya- Panchanpur Road, Village- Karhara, Post- Fatehpur, P.S- Tekari, District- Gaya (Bihar) PIN- 824 236

Notice Inviting Tender (NIT)

The Central University of South Bihar invites sealed tender for the Supply & Installation of "Laboratory Furniture and Accessories" for Dept. of Environmental Sciences & Central Instrumentation Facility (CIF) of CUSB Panchanpur, Gaya only from original manufacturer/authorized dealers only.

The last date and time of submission of tender document is 16/09/2019 at 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 a tender fee of Rs. 500/- in the form of DD be deposited along dully-filled tender document which should be in favour of **Central University of South Bihar**, **payable at Gaya**. Duly filled in tender document is to be sent by Speed Post/Registered Post/By Hand (to be dropped in Tender Box) only on following Address:

To The Registrar (Tender Document)

CENTRAL UNIVERSITY OF SOUTH BIHAR

SH-7, Gaya- Panchanpur Road, Village- Karhara, Post- Fatehpur, P.S- Tekari, District- Gaya (Bihar) PIN- 824 236 Email – registrar@cub.ac.in, Website – cusb.ac.in

Index for Tender Form

SI. No.	Items	:	Details
1.	Tender Notice No.	:	CUSB/PSD/CIF/FUR/TENDER/07/2019-20, Dated:26/08/2019
2.	Name of work	:	Tender Bid Document for the Supply& Installation of "Laboratory furniture & Accessary" for Central Instrumentation Facility & Dept. of Environmental science of Central University of South Bihar, SH-7, Gaya-Panchanpur Road, Village- Karhara, Post-Fatehpur, P.S- Tekari, District- Gaya (Bihar) PIN- 824236.
3.	Tender Fee	:	Rs. 500/- in the form of Demand Draft in

Bidders are requested to read the complete Tender documents and visit the site to understand its locality, terrain, surrounding conditions etc. before submission of Bids. Queries related to Tender may be sent at (so1@cub.ac.in), For further information visit University Website – (www.cusb.ac.in)

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			favour of Central University of South Bihar, payable at Gaya.
4.	Earnest Money Deposit	:	Earnest money of Rs. 60,000/- / Rs. 30,000/- as mentioned at Annexure 'A'. It should be deposited in the form of Demand Draft drawn in favour of Central University of South Bihar, payable at Gaya from any nationalise Bank/ scheduled Bank.
5.	Start of submission of Bids	:	26/08/2019
6.	Last date and time for Receipt of Bids	:	16/09/2019 by 4:00 PM
7.	Date and Time of opening of Technical Bids	:	Shall be intimated on University website.
8.	Place of opening of Bids	:	CUSB Campus, Panchanpur, Gaya.

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Name of the work: Tender Bid Document for the Supply & Installation of "Laboratory furniture & Accessory" for Central Instrumentation Facility & Dept. of Environmental science of School of Earth, Biological & Environmental Sciences Building"

Registrar

I undertake to abide by the terms and conditions as stipulated in the detail tender call notice and conditions of contract.

Signature of the bidder



SH-7, Gaya- Panchanpur Road, Village- Karhara, Post- Fatehpur, P.S- Tekari, District- Gaya (Bihar) PIN- 824 236

NOTICE INVITING BIDS

The Central University of South Bihar (CUSB), invites sealed tender in two bid system for the Supply & Installation of "Laboratory furniture & Accessary items for Central Instrumentation Facility & Dept. of Environmental Science of School of Earth, Biological & Environmental Sciences Building" at Central University of South Bihar, Gaya (Bihar) from the original manufactures/authorized dealers. Details are as follows:

SI. No	Description of Goods	Earnest Money to be Deposited	Last date & time of submission of Tender document	Time & date of opening of Tender	Time allowed for completion of delivery
1.	Supply & Installation of "Laboratory furniture & Accessary items for Central Instrumentation Facility & Dept. of Environmental Science of School of Earth, Biological & Environmental Sciences Building" at Central University of South Bihar, Gaya.	Category wise as mentioned in Annexure 'A'	16/09/2019 by 4:00 PM	Shall be intimated on University website.	period of 30 days after

Annexure 'A'

1. Requirement Category Serial No.01 (Laboratory Furniture for Instruments of CIF)

SI. No.	Equipment	Qty.	EMD Amount (INR)	Technical Specification enclosed
1	Laboratory Furniture for Instruments as per attached layout	06 setup	60,000/-	as 'Annexure- 'B-1' (Laboratory Furniture for Instruments)
2	Common Laboratory Furniture for Instruments as per attached layout from B-1 to B-4 in cabin no. "B"	04 setup		

2. Requirement Category Serial No.02

(Other Laboratory furniture)

SI. No.	Equipment	Qty.	EMD Amount (INR)	Technical
1	Student Book Cupboard with 08 Nos. Compartment	05	30,000/-	Specification enclosed as 'Annexure-'B-2' Other Laboratory
2	Chemical storage almirah (Storage cabinet)	04		furniture) For Dept. of Environmental Science.
3	Office Table	01	1	Science.
4	Office chair	03		
5	Office Almirah	01		

Technical Bid

Note: This is to be kept in separate sealed Envelope marked as "B" sealed and it should be legibly superscripted on envelope that Technical Bid for Tender for the Supply & Installation of "Laboratory furniture & Accessary items for Central Instrumentation Facility & Dept. of Environmental Science of School of Earth, Biological & Environmental Sciences Building" The tender should be submitted for both the items 1 & 2 as listed below. However the amount should be shown separately.

The Tender has been categories into two following category:

1. Requirement as per Category Serial No.01

(Laboratory Furniture for keeping Instruments)

For Central Instrumentation Facility.

2. Requirement as per Category Serial No.02

(Other Laboratory furniture)

For Dept. of environmental Science.



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2. Eligibility Criteria (details to be submitted in Annexure "B")

2.a. Financial

2.a.i For category serial no.-01, the Firm should have average annual financial turnover of Rs. 50 Lakhs during the preceding last 03 consecutive financial years starting from F.Y. 2018-19 to know the financial capability of the firm and supply credentials.

2.a.ii For category serial no.-02, the Firm should have average annual financial turnover of Rs. 20.0 Lakh during the preceding last 03 consecutive financial years starting from F.Y. 2018-19 to know the financial capability of the firm and supply credentials.

2.b. Physical

May have supplied in Central Government/ State Government/ PSU/ Universities/ Reputed Higher Educational Institutions costing not less than 20 Lakhs of last three preceding financial years.

- 3. 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 16/09/2019 by 4:00 PM. The Technical Bids will be opened at CUSB, Gaya in presence of the Tenderers or their authorized representatives who wish to attend. The date of opening of the Technical & Financial Bids shall be announced later on University website. If the office happens to be closed on the date of receipt of the bids or opening of bids as specified, the bids will be received and opened on the next day of opening of the office at the same time and venue.
- 4. The tenderer shall quote for the materials to be supplied F.O.R as per detailed specifications as given in the tender document, at university campus, Gaya.
- 5. For any clarification and doubt related with the Tender, Tenderers should email their queries to <a href="mailto:so1@cub.ac.in/rajkumarajkumarajk
- 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.

7. ENVELOPE 'A' (Earnest Money & Tender Cost)

The tender shall be accompanied by the cost of the tender document for Rs. 500/- (Indian Rupees five hundred only) in the form of Demand Draft failing which the tender will not be accepted. Tender must also be accompanied by earnest money as mentioned in Annexure 'A' 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 document will be placed in sealed **Envelope 'A'**.

ENVELOPE 'B' (Technical Bid Document)

Those Tenderers, who are not the manufacturer but are authorized by the original manufacturer to supply the goods, should establish their own credentials by giving valid documentary evidences duly certified of similar supplies to have been executed in India. If any documents found false or not authenticated at any stage, the tender/award shall be cancelled and the EMD will be forfeited.

Check-List

Document to be submitted with Technical Bid

S.N.	Particulars	Yes/No	Enclosure No.	Page No.
1.	Affidavit/Undertaking regarding Non- Blacklisting			
2.	Copy of registration of GST.			
3.	ITR of Last 3 Years.			
4.	Bank Detail in given format.			
5.	Copy of work order of meeting minimum eligibility criteria.			
6.	Audited Balance sheet of last 3 years.			
7.	Copy of Income Tax Permanent Account Number.			
8.	Copy of Trade License, Factory License/Excise Registration.			
9.	Copy of Memorandum and Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms etc.			
10.	Copy of Authorization for Participation in subject bid (not required in case of Proprietorship firm).			
11.	Copy of Dealership/ Distributorship Authorisation Certificate.			
12.	All pages of tender document including various sections and Annexure 'A', alongwith unpriced financial bid duly signed / sealed by the Tenderer.			
13.	Any product manual, credentials etc.			

10. Envelope 'C' (Financial Bid Document)

10.a. 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.

The Financial Bid should be submitted separately/comprehensive for <u>each Category</u> in separate envelope clearly mentioning the Name of the Category and Annexure for which Financial Bid is submitted on top of the Envelope.

- **10.b.** All columns shall be duly filled in with specific information on the cost involved.
- **10.c.** The rates for the items shall be quoted in Indian Rupees only.
- *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 large envelope sealed and super-scribing thereon Tender for Supply & Installation of "Laboratory Furniture and Accessory" along-with Tender Number.
 - The envelope should be addressed to, The Registrar, (Tender Document) 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. In case of waiver of the charges, relevant documents shall be submitted in **Envelope** 'A'.
- 12. The Tender Evaluation Committee will evaluate the Technical Bids and is fully authorized to reject any incomplete tender that the requirements are not met as specified in the tender document. The decision of the Tender Evaluation Committee shall be final. Only those Technical Bids cleared 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.a.** During evaluation of tenders, the University authorities/ committee may at its discretion ask the Tenderer for any clarification(s)or documentation or presentation if so deemed fit. The request for clarification and the response shall be in writing
- 13.b. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (i.e. obtained by multiplying the unit price and quantity), the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 14. The amount of Earnest Money Deposit (EMD), in case of successful Tenderer, shall be refunded on successful completion of delivery/installation. However, EMD of unsuccessful Tenderers will be refunded after the award of the contract to the successful Tenderer.
- 15. The CUSB, does not bind itself to accept the lowest or any other tender, and reserves the authority to reject any or all the tenders received without assigning any reason. Tenders not in compliance with any of the prescribed conditions or incomplete in any respect or in presence of any correction not duly dated, initialed by the Tenderer will be liable to be rejected. However, the final decision for accepting or rejecting any or all tenders will be in the sole discretion of Vice Chancellor, CUSB.
- 16. 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.
- **17.** The notice Inviting tender shall form a part of the contract document.
- **18.** No additional conditions from the Tenderer shall be acceptable. The tenders having any additional conditions will be summarily rejected without assigning any reason.

Date:	
Place:	Signature of the Tenderer

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GENERAL CONDITIONS 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 obligations;
- (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

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

3. Standards

3.1. The Goods supplied under this Purchase shall conform to the standards mentioned in the Technical Specifications, 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

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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.
- **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

5.1. 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

6.1. All bids completed 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.
- **7.2.** The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- **7.3.** Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- **7.4.** The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- **7.5.** Nothing in GCP Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8. Consequences of rejection

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

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

9. Packing

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

10. Delivery and Documents

- 10.1. The Supplier shall make delivery of the Goods within specified period from the placement of purchase order in pursuance of the notification of award. The purchase order would be placed after assessing the requirements on quarterly basis. However, the supplier shall also arrange to execute all orders on priority basis which would be placed to meet any emergent requirements
- **10.2.** In case the purchaser decides to conclude parallel rate contracts, then the requirements would be split on different firms on equitable basis as per the discretion of the purchaser.
- **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.

Time and date of delivery – the essence of the contract: The time for and the date of delivery of the stores stipulated shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) specified.

11. Insurance

11.1. 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 risk and strike.

12. Transportation

12.1. Where the Supplier is required under the Contract to transport the Goods within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the contract Price.

13. Warranty

- 13.1. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in India.
- **13.2.** This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, unless specified otherwise
- **13.3.** The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- **13.4.** Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without any extra cost to the Purchaser.
- **13.5.** If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

14. Payment

- **14.1.** The payment shall be made after inspection of the materials and satisfactory performance.
- **14.2.** The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the contract.

15. Prices

15.1. Prices charged by the Supplier for Goods delivered and Services performed under this Purchase shall not vary from the prices quoted by the Supplier in his bid.

16. Change Orders

16.1. The Purchaser may at any time, by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

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- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- **(b)** The method of shipping or packing;
- **(c)** The place of delivery; and/or
- **(d)** The services to be provided by the Supplier.
- 16.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

17. Contract Amendments

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

18. Assignment

18.1. 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

19.1. 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 subcontractor(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.

21.1. 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 to1% per week and the maximum deduction is 10% of the 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 termination of the Contract pursuant to GCC Clause 22.

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, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

24. Termination for Insolvency

24.1. 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

27.1. The contract shall be written in English language. Subject to GCC Clause 28, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

28. Applicable Law

- **28.1.** The contract shall be governed by the Law of Contract for the time being in force.
- 28.2 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- **28.3.** Jurisdiction of Courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.
- **28.4.** One month notice will be given by either party for termination of Contract during the tenure of Contract for breach of Clause or otherwise.

29. Taxes and Duties

- **29.1.** Suppliers shall be entirely responsible for all taxes, duties, license fees, octroy, road permits, etc., incurred until delivery of the contracted Goods at the University site.
- **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 as per GFR Rules 2017 (if applicable).

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TECHNICAL BID PROFORMA

(It should kept in a separate sealed envelope) and marked as 'B"

NIT	No.: CUSB/PSD/CIF/FUR/TENI	DER/0	07/2019-20 Dated:26/08/2019
Cer		t. of E	boratory furniture & Accessary items for nvironmental Science of School of Earth, g".
1.	Name of the Organization		
2.	Head Office / Registered Office		
	Telephone No/mobile No.		
	Fax No.		
	Email		
	Web site (if any)		
	Date of Establishment		
	Branch Office in Gaya, if any		
	(Provide Complete Address)		
	Telephone No.		
	Fax No./Email		
3.	Name of Chief Executive/ Proprietor / Partners with Designation		
	Telephone No./Mobile No.		
	Fax No./ Email		
4.	Name of Contact Person		
	Telephone No./Mobile No		
	Fax No./Email		
5.	Type of Organization	Cert	ified Documents to be enclosed
a.	Proprietary		Trade License
b.	Partnership		Partnership Deed, Trade License
c.	Private Limited Company		Memorandum of Article
d.	Public Limited Company		Certificate of Registration
e.	Public Sector		Trade License
6.	Nature of Business (tick the re	levaní	t)

Manufacturing	Service	Dealersh	ip	
Stockiest	Indian Agent	Indian Office	Branch	
Others Pl. Specify				

7. Class / T	pe of Produ	ct / Materials M	Manufacture	d/	Sold / Serviced/ Fa	bricated
Scientific Equipment	El	ectronics		La & (b Consumables Chemicals	
Electrical Items		omputer eripherals		Со	mputers	
Laboratory Equipments	A	ffice utomation roduct		Electrical Works		
Laboratory Furnitures	W	ater Coolers		Air-conditioners		
AV Equipments	В	oards			her, please ecify	
		during last 3 & Income Ta	•		Lakhs) (enclose (Chartered
Year		Rupees (in Lakhs)		Annexure (Number)		
2018-19						
2017-18						
2016-17						

8.	Commercial Information (enclose Attested Copy wherever Applicable)				
SI. No.	Information	Details	Annexure (Number)		
a.	GST Registration Number				
b.	Excise Registration Number Trade / Factory License Number				
C.	PAN No.				
d.	Details of Registration Certificate with DGS&D/NCCF				

f.	Current dealership agreement with Principal Letter No. / Date / Valid upto					
g.	Relevant IISI/ SO Certificate, if any					
h.	Bank Details : Account No.					
i.	Name of Bank & Branch					
j.	IFSC Code					
k.	Details of Tender Fee	Amount:	DD Details:	Name of the issuing Bank & Branch		
I.	Details of EMD	Amount:	DD Details:	Name of the issuing Bank & Branch		
m.	Details of Previous Supply in Govt. Organizations/Govt. Educational Institutions	Name of the organization	Item Supplied / Qty.	Total Value (Rs in lakhs)		
	(Enclose duly certified Supply					
	order & Performance report. If					
	required enclose separate sheets)					
I/ We hereby give an undertaking that the information provided are true to the best of my knowledge and belief. If anything found to be false at any stage my tender will be liable to be rejected and EMD amount will be forfeited.						
Signat	Signature of authorized representative:					
Date:						
9.	Note					
9.1.	Separate information sheet n provided is not adequate.	Separate information sheet may be provided for item (s) in case space provided is not adequate.				
9.2.	Affidavit in the enclosed format on Non-Judicial stamp paper duly attested by Magistrate/Notary shall also be furnished by the bidder.					

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Annexure 'B-1'

1. Name of the Category: Requirement Category Serial No.01 (Laboratory Furniture for Instruments of CIF)

SI. No.	Equipment	Qty.	Quoted/ Not Quoted	Annexure SI. No. [w.r.t. tender clause No. 3 (Eligibility Criteria)]
1	Laboratory Furniture for Instruments as per attached layout in cabin A-1 to A-6 (06 Cabin)	06 setup		
2	Common Laboratory Furniture for Instruments as per attached layout in Cabin B from B-1 to B-4	04 setup		

Date:	
Signature	
Name:	
Designation & seal	

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Annexure 'B-2'

02. Name of the Category: Requirement Category Serial No.02 (Other Laboratory Furniture for Dept. Environmental Science)

SI. No.	Equipment	Qty.	Quoted/ Not Quoted	Annexure SI. No. [w.r.t. tender clause No. 3 (Eligibility Criteria)]
1	Student Book Cupboard with 08 Nos. Compartment as per specification Annexure B-2 sl. no.01	05		
2	Chemical storage almirah (Storage cabinet) as per specification Annexure B-2 sl. no.02	04		
3	Office Table as per specification Annexure B-2 sl. no.03	01 pcs		
4	Office chair as per specification Annexure B-2 sl. no.04	03 pcs		
5	Office Almirah as per specification Annexure B-2 sl. no.05	01 pcs		

Date:	
Signature	
Name:	
Designation & seal	



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To be read in conjunction with Bill of Quantity, Drawings No. CUSB/PSD/CIF/Fur/-01 Scope of Vendor.

Detailed Technical specification for Annexure 'B-1'

LABORATORY FURNITURE for CIF (Category Sl. No.01)

C- Frame construction: Entire structure will be C frame type manufactured from standard hollow metal section conforming to ISI 7138,1973, CRCA tube of cross section 70x50x2 mm should be used for mainframe structure. CO₂ welded.

All modular construction & design must be made of mainly skin passed/zero spangle G.I./CRC sheet. Thickness of G.I./CRC sheet should not be less than 1.2 mm duly coated with at least 60-80 micron Epoxy Powder Coated in panel form and in CKD (Completely Knocked Down) construction. The design should have provision for reconfiguration for change in layout using simple tooling and should provide independent access to the utilities installed, electrical panel & instrumentation panel. It should be removable without removing other panels.

All GI/CRC sheet components must be of superior brand like TATA Steel / Jindal and are fabricated by precision shearing, levelling, and notching, piercing, machines to achieve consolidated dimensions within close tolerances under the strict quality checks and assembled with the aid of fixtures. Exposed welding marks should be polished smooth to improve aesthetic. Corner intersections of vertical and horizontal members should in the same plane with bolted joints and should be suitably aligned.

Laboratory Work Stations should be available in 2 heights of 900mm (Standing purpose) and 750mm (Sitting purpose) in metallic construction designed to have completely flexible modular system. Each module will have independent 'C' frame. Necessary leg space is provided between two modules wherever required. Rear portion of the leg space are covered with the enclosure panel. Work table should consist of;

Heavy duty under module, comprising of one drawer - Two shutter and adjustable height shelf, all drawers and only shutters. Cabinet shutter will be in double skin construction and shall be provided with heavy duty, knuckle and barrel type hinges and positive catch arrangement. Shutter and drawer handles are also provided with recessed designed in Aluminum const. with epoxy powder coating. The under module shall be fabricated out of heavy gauge special grade Galvanized Iron sheet in weldless construction and shall be finished with pure epoxy coating for extra ordinary corrosion resistance.

- Detailed specifications and thickness of GI/CRC items in each module:
- Cabinet end panels; min. 1.2 mm thick GI/CRC Sheet or better
- Cabinet rear panel and top panel; min. 1.2 mm thick GI/CRC sheet or better
- Cabinet base skid: 1.2 mm thick GI/CRC Sheet or better
- Cabinet drawers; 1.0 mm thick GI/CRC Sheet or better
- Cabinet shutters & drawer front panels; double skin construction, min 1.0 mm thick GI/CRC sheet or better
- Cabinet main frame structure and drawer slide rails, 1.6 mm thick GI/CRC Sheet or better
- Each cabinet shall have self-standing type base skid plinth in GI/CRC construction.
- List of approved makes of materials:

- Epoxy Powder : Vijay Coat/Burger/Asian paint- Float Glass : Taffen Glass / Saint Gobain

- Hinges : Hettich/Haffle- Locks : Ecco/ISI equivelent

Telescopic Channel : HaffleHandle : Rasses PP

Bidders are requested to read the complete Tender documents and visit the site to understand its locality, terrain, surrounding conditions etc. before submission of Bids. Queries related to Tender may be sent at (so1@cub.ac.in), For further information visit University Website – (www.cusb.ac.in)

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Surface Treatment:

The complete GI/CRC material of cabinet is pretreated (degreased, Zinc phosphated) and epoxy powder coated for better corrosion resistance. The thickness of powder coat shall not be less than 60-80 microns.

Worktops: 18 ± 1 mm thick Jet Black Granite constructions should be fitted on the top of the table.

Electrical Fittings: Sockets and switches complete with internal wiring. Fittings are mounted on electrical trunk. Electrical Trunking are 1 mm thick GI/CRC with epoxy powder coating. Electrical Sockets – reputed Company.

Sink: In one piece, molded Sink in Polypropylene (PP) construction. Sink outlet are provided with a large bottle trap in PP construction. A single composite sink table of size 1500x750x900 mm or better along with three way gooseneck type tap with table top two way eye wash facility.

Peg Board: Peg Board in Phenolic resin construction with 20 Nos. PP Pegs.

Three Way Water Taps: 3 way taps/valves with goosenecks required at the sink tables made of forged brass body with 1/2" BSP male inlet and powder coated. Goosenecks shall have a separate outlet coupling with a female thread securely brazed to the gooseneck for attachment of serrated hose ends, aspirators and other outlet fittings. Rigid goosenecks shall have a male inlet thread and be threaded directly into the faucet body so as to be absolutely rigid. Swing goosenecks shall utilize a TFE packing with an externally adjustable packing nut. Water faucets and valves shall be fully assembled. All taps shall have acid resistant high quality plastic knob with ISI approved color code.

- > Dimension (Length x Width x Height) of each cabin which has already been constructed in which lab work station has to be installed/fitted.
- 1. A-1 to A-6 (3810x2896x2286) mm
- 2. Cabin-B -- (13168x3300x2286) mm
- > Dimension of L shape lab work station to be fitted in each constructed cabin as mentioned below (Length x Width x Height).
- SI. No $L \times W \times H$ Qty.
- Cabin A-1 (1982x900x900) mm –01 set up (3810x900x900) mm – 01 set up
- L Shape to be formed with combination of these two tables
- Cabin A-2 (1982x900x900) mm –01 set up (3810x900x900) mm – 01 set up
- L Shape to be formed with combination of these two tables
- Cabin A-3 (1982x900x900) mm –01 set up
 (3810x900x900) mm 01 set up
- L Shape to be formed with combination of these two tables

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4.	Cabin A-4 - (1982x900x900) mm -01 set up
	(3810x900x900) mm - 01 set up

L Shape to be formed with combination of these two tables

5. Cabin A-5 – (1982x900x900) mm –01 set up (3810x900x900) mm – 01 set up

L Shape to be formed with combination of these two tables

Cabin A-6 – (1982x900x900) mm –01 set up
 (3810x900x900) mm – 01 set up

L Shape to be formed with combination of these two tables

> Dimension of lab work station to be fitted in already constructed cabin no. B from B-1 to B-4

- 7. B-1 --(12162x900x750) mm -01 set up
- 8. B-2--(915x900x750) mm 01 set up
- 9. B-3--(915x900x750) mm 01 set up
- 10. B-4--(11278x900x900) mm − 01 set up →

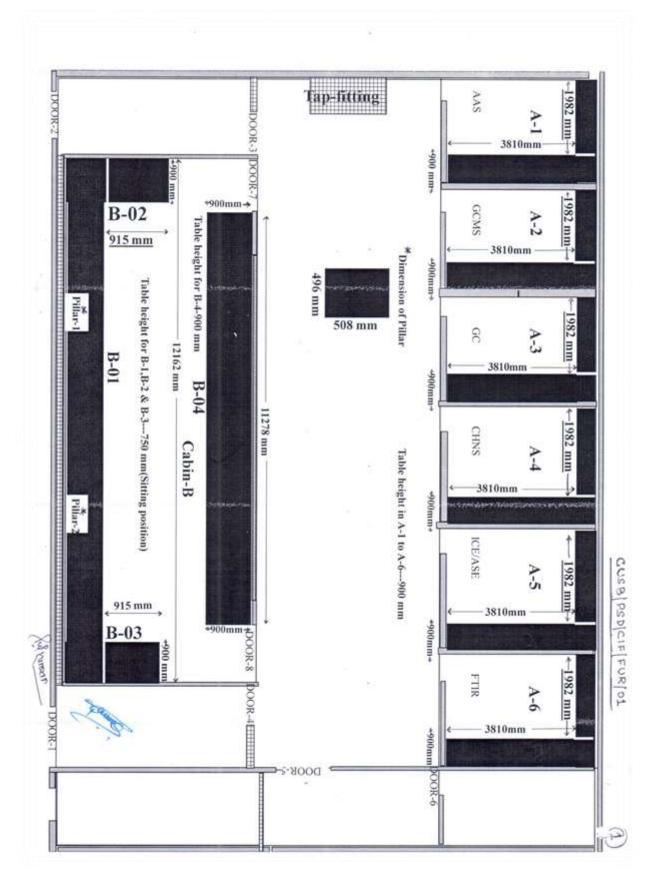
Required Height 750 mm (Sitting position)

Required Height 900 mm (Standing position)

Seal & Signature of Tenderer

Bidders are requested to read the complete Tender documents and visit the site to understand its locality, terrain, surrounding conditions etc. before submission of Bids. Queries related to Tender may be sent at (so1@cub.ac.in), For further information visit University Website – (www.cusb.ac.in)

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Requirement Category serial no -01



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Details Technical specification for Annexure 'B-2' Other Laboratory Furniture (Category SI. No. 02)

For Dept. of Environmental Science

Sl.No	Required Specification
1.	Chemical Storage Cabinet:-
	Size: 900mm W x 560mm D x 2000mm H Complete made up of 1mm thick CRCA sheet with highly corrosion resistant epoxy powder coating, 60 – 80 micron thickness. Cabinet integral work Should be special chemical & heat resistant, smooth finish, easily cleanable paints. Four adjustable/removal type Horizontal partition for store chemicals. Cabinet for castors. Glass fitted 04 Nos. Door with SS hinges chemical resistance hassle free operation. 02 Nos. Ebco Lock & 04 Nos. SS Handle.
2.	Student Book Cupboard with 08 Nos. Compartment –
	Size: L 900 mm x D 375 mm x H 1900 mm Material of Construction: Completely made of 1mm CRCA Sheet. Top, Back, Both Sides and Bottoms are welded. Total Book Compartment 08 Nos. & individual Door and SS Handle with Locking system. Powder Coating: Complete Module and Frame Work are finished with highly corrosion resistant reputed brand paint with epoxy powder coating 60-80 microns thickness.
3	Office Table with Drawers Made up of corrosion resistant metal frame with high quality wooden fittings, Width-70 cm, Depth-68 cm, Height-75 cm
4	Office Chair Width-70 cm, Depth-80-90 cm, seat height-40-50 cm Ergonomically designed back-support & Pneumatic height adjustable
5	Office Almirah Plain, Complete 1mm thick CRCA sheet with highly corrosion resistant epoxy powder coating, 60 – 80 micron thickness. 04 adjustable shelves, Width-91 cm, Depth-50 cm, Heght-198 cm

Seal & Signature of Tenderer

UNDERTAKING

[by Tenderer(s)]

Name of	the work:	
Tender N	No. :	
We confi	irm that we have quoted the rates in the	tender considering Inter-alia the
1.	Tender Document(s) with all Annexus	res, Scope of Vendor
2.	Additional Document(s), if any	
3.	BOQ Document (Price Bid Format)	
4.	Corrigendum, if any	
5.	Pre Bid Meeting Minutes, if any	
		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 to be submitted with tender.

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.:

AFFIDAVIT

(on ₹ 100/- Non Judicial Stamp Paper duly attested by Magistrate/ Notery)

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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FINANCIAL BID PROFORMA

(It should be submitted department wise in a separate sealed envelope and marked as 'C'

Tender Notice No.: CUSB/PSD/CIF/FUR/TENDER/07/2019-20, Date: 26/08/2019

Name	ct: Supply & Installation of "Lab of the Category: Category Serial of the Bidder:	-	niture & Accessary	items".
SI. No.	Equipment	Qty. (Nos.)	Unit Price (Rs.)	Total Amount (Rs.)
1	Laboratory Furniture for Instruments in cabin no. A-1 to A-6 (06 cabin) as per specification Annexure B-1	06 setup		
2	Common Laboratory Furniture for Instruments in cabin no. B (as per specification Annexure B-1)	04 setup		
Total	Amount without GST (Rs.)	ı		
Add G	GST extra @%			
Instal	lation Charges			
Freigh	nt & Other Charges (if any)			
Total	Amount F.O.R. CUSB Campus (inc	cluding GS	Γ)	
Total	amount in words (Rs)
	No overwriting or use of whearily rejected.	itener is	permitted. If don	e then it will be
Place:				
Date:			_	



SH-7, Gaya- Panchanpur Road, Village- Karhara, Post- Fatehpur, P.S- Tekari, District- Gaya (Bihar) PIN- 824 236

FINANCIAL BID PROFORMA

(It should be submitted department wise in a separate sealed envelope)

Tender Notice No.: CUSB/PSD/CIF/FUR/TENDER/07/2019-20, Date:26/08/2019

ture & Ac	cessary items	s".	
Qty. (Nos.)	Unit P (Rs.)	rice	Total Amount (Rs.)
05			
04			
01 pcs			
03 pcs			
01 pcs			
ST)			
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r is pe	rmitted. If	don	e then it will be
	Signat	ure	
	_		
	Qty. (Nos.) 05 04 01 pcs 03 pcs 01 pcs	Qty. (Nos.) P (Nos.) P 05 04 01 pcs 03 pcs 01 pcs ST) r is permitted. If	(Nos.) (Rs.) 05 04 01 pcs 03 pcs 01 pcs ST) or is permitted. If don