



दक्षिण बिहार केन्द्रीय विश्वविद्यालय
CENTRAL UNIVERSITY OF SOUTH BIHAR

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

Notice Inviting Tender (NIT)

Index for Tender Form

S. No.	Items	:	Details
1.	Tender Notice No.	:	CUSB/PSD/EE/TENDER/18/2017-18, Dated: 07/02/2018
2.	Name of work	:	Tender Bid Document for the supply, Fixing, Testing & Commissioning of “ Water Purifier cum Chiller ” for Central University of South Bihar, SH-7, Gaya- Panchanpur Road, Village- Karhara, Post- Fatehpur, P.S- Tekari, District- Gaya (Bihar) PIN- 824 236.
3.	Earnest Money Deposit	:	Earnest money as mentioned in NIT in shape of Demand Draft drawn in favour of Central University of South Bihar, payable at Gaya from any scheduled Bank.
4.	Pre-bid Meeting	:	15/02/2018 by 12:30 PM at Gaya.
5.	Start of submission of Bids	:	17/02/2018
6.	Last date and time for Receipt of Bids	:	05/03/2018 by 4:00 PM
7.	Date and Time of opening of Technical Bids	:	06/03/2018 by 2:30 PM
8.	Place of opening of Bids	:	CUSB Gaya.

Vendors are requested to read the complete tender documents and visit the site to understand its locality, terrain, surrounding conditions etc. before submission of Bids.



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Name of the work: Tender Bid Document for the Supply, Fixing, Testing & Commissioning of “**Water Purifier cum Chiller**” at Central University of South Bihar, Gaya (Bihar).

Sold to Sri/Smt./M/s.

On payment of Rs. 5,000/- (Rupees Five Thousand only)

Vide D.D. No. Bank & Branch dt.....

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 contractor

For Office Use only

- | | | |
|--------------------------------------|---|--------------------------|
| 1. Total Nos. Corrections | : | |
| 2. Total Nos. of Overwriting | : | |
| 3. Total Nos. of Pages | : | |
| 4. Earnest Money Deposit in shape of | : | |
| 5. Copy of S.T.C.C | : | Furnished/Not Furnished |
| 6. Copy of I.T.C.C./PAN | : | Furnished/ Not Furnished |
| 7. Any other enclosure | : | |

Registrar
Central University of South Bihar



CENTRAL UNIVERSITY OF SOUTH BIHAR

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 invites sealed tenders for the Supply, Fixing, Testing & Commissioning of **“Water Purifier cum Chiller”** at Panchanpur, Gaya from original manufactures/ authorized dealers/ distributors. The last date and time of submission of tender document is **05/03/2018 by 4:00 PM**. The detailed tender document is available on the University website **www.cusb.ac.in**. The cost of tender form is Rs. 5,000/- and can be purchased by payment in the form of Demand Draft, from Central University of South Bihar. The tender forms can also be downloaded from University website and be accompanied by DD of Rs. 5,000/- in favour of Central University of South Bihar, payable at Gaya.

Registrar



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SH-7, Gaya- Panchanpur Road, Village- Karhara,
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Supply, Fixing, Testing & Commissioning of **“Water Purifier cum Chiller”** at Central University of South Bihar, Gaya.

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, Testing & Commissioning of “Water Purifier cum Chiller”** at Central University of South Bihar” Gaya.



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NOTICE INVITING BIDS

The Central University of South Bihar (CUSB), invites sealed tender in two bid system for the supply, Fixing, Testing & Commissioning of “**Water Purifier cum Chiller**” at Central University of South Bihar, Gaya (Bihar) from the original manufactures/authorized dealers/ distributors. Details are as follows:

Sl. No	Description of Goods	Estimated Cost (Rs.)	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, Fixing, Testing & Commissioning of “ Water Purifier cum Chiller ” at Central University of South Bihar, Gaya.	1.40 Crore	Rs. 5,00,000/- (Five lakhs)	05/03/2018 by 4:00 PM	06/03/2018 at 2:30 PM	120 days after issue of Purchase Order

2. The tender must be accompanied by a Demand Draft for the amount mentioned as above 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**

3.a. **Financial**

The Firm should have average annual financial turnover of at least 100 % of the estimated cost during the preceding last 3 consecutive financial years starting from F.Y. 2017-18.

3.b. **Physical**

Three similar supplies in Central Government/ State Government/ PSU/ Universities/ Reputed Higher Educational Institutions costing not less than 56

lakhs or two similar works costing not less than 84 lakhs or one similar work costing not less than 112 lakhs in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited. Similar work is defined as Supply, Fixing, Testing and Commissioning of Water Purifier cum Chiller in Central Government/ State Government/ PSU/ Reputed Government or Private Institutions.

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 **05/03/2018 by 4:00 PM**. The Technical Bids will be opened at **06/03/2018 at 2:30 PM** at CUSB, Gaya in presence of the Tenderers or their authorized representatives who wish to attend. The date of opening of the Financial Bids of those bidders declared as qualified in Technical Bids will be announced 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.
5. The tenderer shall quote for the materials to be supplied as per detailed specifications as given in the tender document, at Gaya.
6. Presence of Tenderer in pre-bid meeting is encouraged to clarify any doubt related with the tender. Tenderers should email their queries to registrar@cub.ac.in before the date of pre-bid meeting. University shall upload the clarification, if found necessary on the University's website and shall explain during pre-bid meeting.
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. 5,000 (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 (Rs. Five Lakhs only) 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 document will be placed in sealed **Envelope 'A'**.
- 8.a. The tender cost and EMD are not required to be submitted by bidders who are exempted in terms of MSME, Govt. of India guidelines. However, they are required to furnish requisite certificate in this regard issued by the Competent Authority.
9. **ENVELOPE 'B' (Technical Bid Document)**

- 9.a.** 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.b.** This Envelop shall contain the prequalification documents pertaining to financial eligibility and physical completion of work. Copy of Work Order/ Purchase Order with Completion Certificate is mandatory for similar works executed in past 3 financial years. Bidders to enclose documents and information pertaining to the technical bid, the product & its ingredients, Test Report, Installation & Maintenance Manual and prescribed Technical Specification/ documents and guarantee on product for prequalification given here in after along with the Technical Bid Document duly signed on each page.
- 9.c.** The Tenderer shall indicate the technical parameters of all, Water Purifier cum Chiller, tools, plants & machinery along with referred codes, standard and practices for the items involved. The Catalogue, Operation Manual, installation details and other literature of the item(s) offered should be enclosed. These shall be enclosed in the Envelop “B”.
- 9.d.** **Bidders to enclose a list comprised of description of equipment, capacity, make and model number with Technical Documents as per Annexure “A”.**
- 9.e. Checklist for Envelope ‘B’**
- 9.e.i.** Copy of registration of GST.
- 9.e.ii.** Copy of Trade License, Factory License/Excise Registration.
- 9.e.iii.** Copy of Income Tax Permanent Account Number.
- 9.e.iv.** Copy of Memorandum and Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms etc.
- 9.e.v.** Copy of Authorization for Participation in subject bid (not required in case of Proprietorship firm).
- 9.e.vi.** Copy of Dealership/ Distributorship Authorisation Certificate.
- 9.e.vii.** Copy of Small Scale Unit/ MSME/ NSIC Registration under relevant items (if registered).
- 9.e.viii.** Copy of Purchase Order/ Work Order of meeting minimum eligibility criteria (Financial & Physical).

9.e.ix. All pages of tender document including various sections and **Annexures “A”**, **Annexure “1”**, **Annexure “1A”** & **Annexure “1B”** except priced bid.

9.e.x. Any product manual, credentials etc.

9.e.xi. Un-priced copy of Bill of Quantity with “Quoted” written in Rate Column of each items.

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 outrightly.

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, Testing & Commissioning of “Water Purifier cum Chiller”.

• 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 for the complete need of the CUSB with regard to the Committee. 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

- 13.1.** 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, initialled 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.
- 19.** The Tenderer should meet the Financial & Physical work completion criteria to qualify in the subject tender.
- 20.** Bidders are required to quote all items in the Bill of Quantity. In event of non-compliance of above shall lead to disqualification in subject tender.

- 21.** The Tenderer is required to obtain all required statutory permission for work.
- 22.** Bidders are informed to visit the University campus under construction at Panchanpur, Gaya where proposed works to be executed and get themselves acquainted with ground realities before quoting the subject tender. Later stage no claims shall be entertained by CUSB on account of non-clarity of the above.
- 23.** Water, Electricity and gas welding etc. to be arranged by Bidders for execution of work. CUSB shall not provide any such facilities at site of work.
- 24.** All Civil, Mechanical, Plumbing work etc. are in the scope of the bidders and no additional payment shall be made towards any breakage, chipping, restoration, lift lead, carriage, storage, loading, unloading, packaging etc.
- 25.** Any damage caused to the facilities existing in the building to be made good by bidders after rectification at their own.

Date:

Place:

Signature of the Tenderer



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TECHNICAL BID PROFORMA

NIT No. :		CUSB/PSD/EE/TENDER/18/2017-18 Dated:07/02/2018	
Tender for the Supply, Fixing, Testing & Commissioning of “Water Purifier cum Chiller”			
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	Certified 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 relevant)		
Manufacturing		Service	Dealership
Stockiest		Indian Agent	Indian Branch Office
Others Pl. Specify			

7.	Class / Type of Product / Materials Manufactured / Sold / Serviced/ Fabricated				
Scientific Equipment		Electronics		Lab Consumables & Chemicals	
Electrical Items		Computer Peripherals		Computers	
Laboratory Equipments		Office Automation Product		Electrical Works	
Sport Materials		Water Coolers		Air-conditioners	
AV Equipments		Boards		Other, please specify.....	
Audited Annual Turnover during last 3 years (Rs. In Lakhs) (enclose Chartered Accountant's certification & Income Tax Return Copy)					
Year		Rupees (in Lakhs)		Annexure (Number)	
2016-17					
2015-16					
2014-15					

8.	Commercial Information (enclose Attested Copy wherever Applicable)		
S. 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			
e.	SSI/NSIC Certificate			
f.	Current dealership agreement with Principal Letter No. / Date / Valid upto			
g.	Relevant IISI/ SO Certificate, if any			
h.	<u>Bank Details :</u> Account No.			
i.	Name of Bank & Branch			
j.	IFSC Code			
k.	Details of Tender Fee	Amount:	DD Details:	Name of the issuing Bank & Branch
l.	Details of EMD	Amount:	DD Details:	Name of the issuing Bank & Branch
m.	Details of Previous Supply in Govt. Organisations/ Govt. Educational Institutions (Enclose Supply order & Performance report. If required enclose separate sheets)	Name of the organization	Item Supplied / Qty.	Total Value (Rs in lakhs)
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.				
Signature of authorized representative:				
Date:				
9.	Note			
9.1.	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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Tender Bid Document for Supply, Fixing, Testing & Commissioning of “Water Purifier cum Chiller” at Central University of South Bihar, Panchanpur, Gaya (Bihar).

General Rules and Conditions

1. All works proposed for execution by contract will be notified in a form of invitation of tender by Central University of South Bihar. This form will state the works to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender. Copies of the specifications, design and drawings and a schedule of quantities and any other documents required in connection with the work shall also be open for inspection by the Tenderer at office of the Central University of South Bihar during office hours.
2. The tender submitted by the tender must be signed by the Company's/Firms/Institute's Executive or on his behalf by Authorized Signatory being a person holding the power of Attorney authorizing him to do so. **Such Power of Attorney shall be submitted with the tender.**
3. Any person who submits a tender shall fill up the schedule of quantities stating at what rate he/she is willing to undertake each item of the work. Tenderers, who propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection.
4. A committee of Central University of South Bihar, will open the tenders in the presence of any intending Tenderers who may be present at the time, and will enter the details of the tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the Tenderer shall for the purpose of identification sign copies of the specifications and other documents mentioned in

Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the Tender remitting the same, without any interest.

5. Rates quoted by the tenderer in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words.
6. All rates shall be quoted in the schedule of quantities. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
7. On acceptance of the tender, the name with address and telephone numbers of the accredited representative(s) of the Tenderer who would be responsible for taking instructions, shall be communicated in writing to Central University of South Bihar.
8. The Financial quotations shall be inclusive of the taxes payable on material as applicable under State Sales Tax or any other tax in respect of this contract and shall be payable by the Tenderer only and Central University of South Bihar will not entertain any claim whatsoever in respect of the same.
9. Provision and Rules mentioned in University Purchase Rules and Procedures (PRP) available on University's website shall be a part to the bidding document and unless and otherwise specified exclusively other terms shall be govern by the same.



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Tender Bid document for Supply, Fixing, Testing & Commissioning of “Water Purifier cum Chiller” at Central University of South Bihar, Panchanpur, Gaya (Bihar)

I/We have read and examined the notice inviting tender, schedule of quantities, specification applicable, drawings and designs, general rules and directions, conditions of contract, clauses of contract, special conditions schedule of rates and other documents, and Rules referred to in the conditions of contract and all other contents in the tender documents for work.

I/We hereby for the execution, for Central University of South Bihar of the work specified in the underwritten memorandum within the time specified in such memorandum at the rate quoted in the schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in clause of the conditions of contract and in all respects in accordance with such conditions.

Memorandum

Name of work: Supply, Fixing, Testing & Commissioning of “Water Purifier cum Chiller” at Central University of South Bihar, Panchanpur, Gaya (Bihar).

- (a)** Time allowed for completion of supply and Installation is 60 days from the date of issue of Letter of Award.
- (b)** I/We agree to keep the tender open for one hundred and twenty days from the date of opening thereof and not to make any modification in its terms and conditions.
- (c)** A sum of Rs. 5,00,000/- (Rupees Five Lakh Only) is hereby forwarded in the form of Demand Draft executed by Scheduled Bank in favour of Central University of South Bihar, as Earnest Money Deposit (EMD) payable at Gaya.

- (d) Should this tender be accepted, I/We hereby agree (i) to abide by and fulfill all the terms & conditions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tender, and in default thereof to forfeit and pay to Central University of South Bihar, the sum of money mentioned in the said conditions.
- (e) If I/We fail to commence the work specified in the above memorandum I/We agree that Central University of South Bihar, Shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely to execute all the works referred to in the tender documents open the terms & conditions contained or referred to therein.

Dated:

Address:

Signature of Tenderer

Witness:

Address:

Occupation:



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INTERPRETATIONS & DEFINITIONS

1. The "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of Central University Of South Bihar and the supplier (hereinafter call the Tenderer or CUSB or Owner), together with the documents referred to therein including those conditions, the specifications, designs, drawings and instructions issued from time to time by Central University of South Bihar and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expression shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them.
 - i. The expression "**Works**", or "**Work**" shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken -to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii. The "**Site**" shall mean the land other place on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allowed to use for the purpose of carrying out the contract.
 - iii. The "**Tenderer**" shall mean the successful tenderer / supplier/ vendor/ agency undertaking the works and shall include the legally authorized representatives or such individual or the persons comprising the supplier agency, or the successors of the supplier and the permitted assignees of the supplier agency or the successors of the agency having possession of the

property or holding in the event of the firm is liquidated before completion of work.

- iv. **"Tendered Value"** means the value of the entire work as stipulated in the letter of award.
 - v. **"Equipment"** means all machinery, apparatus and articles to be provided under the contract by the Tenderer.
 - vi. The **" Place of Supply and Installation "** shall mean the Central University of South Bihar at Panchanpur, Gaya (Bihar)
- 3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any masculine gender shall whenever required include feminine gender and vice versa.
 - 4. Headings and marginal notes to the conditions of the contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
 - 5. The Tenderer/supplier/ bidder/ vendor/ agency shall be furnished, free of cost one certified copy of the contract documents except standard specifications, schedule of rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

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, plants, 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 Installation should be completed within **120 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 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 three 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.

Clause 6. Supply and Installation 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 Installation 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 Installation 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.
- 6.3.** The supplier agency firm namely the Tenderer when requiring to engage any local contractor for construction/repair work must engage a reputed registered contractor having experience of carrying out of work of similar nature and quantity in the past. Such contractor's particulars with registration number and list of machinery available with the Contractor must be given to the CENTRAL UNIVERSITY OF SOUTH BIHAR before execution of the work.

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. Technical Specification and Special Condition, if any
 - iii. Drawings
 - iv. Scope of the Vendor
 - vii Sound Engineering practices in the industry.
 - viii 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 & Plant

8.1. The Tenderer shall arrange all materials, labour, machinery, equipment, tools and plant, protective clothing, crane, truck, dumper, 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 Installation. The Central University of South 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 Installation covering all materials, labour, carriage, maintenance, consumables, royalties, fees, rents, CIF at site by Sea/Air freight, 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. GST shall be paid extra as per prevailing rate on production of invoices. Tenderers are requested to quote their price for all items mentioned in Schedule of Quantity (SOQ). Partial quote shall be summarily rejected and no claim shall be entertained even if tenderer stands L1 in part items of Schedule of Quantity (SOQ).

The prices will also include cost of testing of samples, if any 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 Guarantee/ 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 except GST, 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, Testing & Commissioning of said equipment, the same shall be put to use for trial for a period of 30 days before handing over to the entire satisfaction of the Expert Committee constituted so as to ensure that the said equipment is strictly in

accordance with the specification quoted in the tender. The above 30 days' time shall be in addition to the contractual completion time of 120 days for completion of work. The Tenderer shall at his own cost rectify the said defects / shortcomings or replace the defective materials to make the equipment with the requirements.

10.2. After successful installation & commissioning 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 3 (Three) years from the date of handing over to CUSB. Any defect on any portion of work or supply to be rectified by Bidder free of cost during defect liability period.

10.3. Bidders shall obtain Warranty/ Guarantee for the equipment supplied in the name of CUSB and shall ensure satisfactory services of goods supplied during above Guarantee/ Warranty period. If Original Equipment Manufacturer extends warranty/ guarantee of the goods for a period more than specified defect liability period, bidders to make necessary arrangements for transferring such extended period warrantee/ guarantee to CUSB.

Clause 11. Payment Terms

11.1.1 Up to 50 % of the Contract value shall be released against Performa invoice before dispatch of material against submission of irrevocable Bank Guarantee of amount equivalent to 110% of amount of Performa invoice valid till 3 months after contractual completion period of the contract.

11.1.2. 60% of the item rate shall be released after successful supply of the equipment at site after adjustment of advance, if any paid as per Sl. 11.1.1 above.

11.1.3. Up to 80% of the item rate shall be released after successful fabrication & Installation after adjustment of advance & stage payment released at Sl. 11.1.2 above.

11.1.4. Up to 90% of the item rate shall be released after successful testing, commissioning and trial run of entire facility under scope of the tender

after adjustment of advance & stage payment released at Sl. 11.1.3 above.

11.1.5. Up to 100% after training CUSB's operators and successful operation of all equipment and facilities under scope for 30 days i.e after handing over to CUSB and after adjustment of advance & stage payment released at Sl. 11.1.4, if any.

11.1.6. All the above stage payment shall be released only after production of proper bill invoices supported by Delivery challans, Excise challans, purchase invoices, transport bills, Tax receipt etc and Manufacturer's test report, third party testing reports, if any and after complete satisfaction of CUSB.

11.1.7. Rate quoted under defect liability period shall be paid after successful discharge of liability between start of 2nd year to end of 2nd year and start of 3rd year to end of 3rd year. No payment shall be made during start of 1st year to end of 1st year for discharge of liability under defect liability period and it is deemed to be included in the rate quoted by tenderer in main item of SOQ i.e Supply, Installation, Testing & Commissioning. All the above period shall be reckoned from the date of handing over to CUSB.

11.1.8. In case, it comes to notice at any stage that the Supply and Installation is defective materials or the workmanship is defective or any defects develop during the Guarantee/ warranty period, the Central University of South Bihar shall be entitled to withhold the Security Deposit without prejudice to other contractual resource.

Clause 12. Warranty of the equipment

12.1. The minimum onsite Guarantee/ Warranty of the entire scope of work shall be for a period of 03 (three) years for all items or as specified in the tender document whichever is later. The onsite Guarantee/ Warrantee shall cover all consumables, filter, assembly, accessories, machine, fitting, hardware, paint, coating, insulation, body parts, labour, replacement, repairing, transportation, insurance and other ancillary associated with scope of work. No extra claim/ payment shall be entertained towards

above except the agreed schedule in approved Schedule of Quantity.

12.2. The Tenderer shall discharge the obligations at his cost under the Guarantee/ warranty clause.

12.3. The Tenderer shall certify that no sub-standard materials have been used in the Supply and Installation and provide written warranty to that effect.

12.4. Maximum down time for any equipment allowed shall be 4 days from the date of report sent to vendor. Vendor should make equipment good within above 4 days' time (including holidays). In event of non- rectification of equipment within above time- period, same shall attract penalty at the rate of Rs.500 per equipment up to the maximum cost of that equipment along with accessories as quoted by the vendor and same shall be deposited by vendor to CUSB within 30 days of such notification. In event of failure of vendor to rectify such defect, CUSB shall have all rights to get the new equipment procured from some other vendor at the risk and the cost of tenderer/bidder and claims in this regard shall be entertained. In case the Tenderer fails to carry out the said repairs/replacements/ removal of the defects within the stipulated time, the Central University of South Bihar shall get the Bank Guarantee encash and forfeit the amount of Bank Guarantee.

12.5. Bidders to enclose a list comprised of description of equipment, capacity, Make and Model No. along with the Technical documents.

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 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 Gaya 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, Gaya 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 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 within sixty 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 equally 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 Gaya, Bihar 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 alongwith 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, Panchanpur, Gaya 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 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 Installation 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 submitted by the bidder to the Registrar/ Officer 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 layout and sections for each area.



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

Name of the Job: Supply, Fixing, Testing & Commissioning of “Water Purifier cum Chiller” in Mess Block of Central University of South Bihar at Panchanpur, Gaya, Bihar.

Special Conditions

1. General

- 1.1. All Tenderers shall give an Affidavit of undertaking to provide on-site warranty and guarantee of all Water Purifier cum Chillers including all consumables & spares etc (defined in Clause 12) for a period for 3 years from the date of commissioning and handing over.
- 1.2. Tenderer shall arrange geological data and quality raw water as the parameter of input water at present in the closed vicinity of proposed installation by their own from authentic and reliable mean. Tenderer should consider the probable changes in the parameter of input water with passage of time in the design life of Water Purifier cum Chiller. Collection of above data by arranging bore or by other means is the sole responsibility of Tenderer and CUSB doesn't undertake authenticity of those data. Tenderer should ensure the parameters/ specification of the out after installation and till expiry of defect liability period.
- 1.3. The security deposit corresponding to 10% of awarded value shall be kept under hold till expiry of defect liability period and successful discharge of liability under defect liability period.
- 1.4. Maximum down time for any equipment allowed shall be 4 days from the date of report sent to vendor. Vendor should make equipment good within above 4 days' time (including holidays). In event of non- rectification of equipment within above time- period, same shall attract penalty at the rate of Rs.500 per equipment up to the maximum cost of that equipment along with accessories as quoted by the vendor and same shall be deposited by vendor to CUSB within 30 days of such notification. In event of failure of vendor to rectify such defect, CUSB shall have all rights to get the new equipment procured from some other vendor at the risk and the cost of tenderer/bidder and claims in this regard shall be entertained.
- 1.5. On satisfactory functioning of equipment, bidder shall ensure proper training to the CUSB's staffs for proper usage and maintenance of equipment before handing over to CUSB and also conduct routine inspection of the equipment under usage at least once in every quarter. Any operating defects observed during such inspections to be rectified by successful bidders without any cost. The selected tenderer shall provide and furnish necessary operating manuals and spare parts of the equipment.
- 1.6. All electrically operated equipment shall be provided with intrinsically safe necessary cabling / wiring by tenderer, however power socket be provided by the client. In the case of equipment requiring water supply and drainage, the

equipment shall be supplied by tenderer with necessary waste coupling and reasonable extension pipe below. Taps / mixers for sinks shall be provided by the client, unless specifically indicated in tender. All plumbing connections of equipment are in the scope of tenderer.

- 1.7.** In event of any non-clarity on any item of Bill of Quantity and/ or scope of work, vendor to raise the same in pre-bid query before pre-bid meeting through email to: registrar@cub.ac.in . In event of non-receipt of queries, it will be presumed that bidder has understood the items and scope of work and in event of any ambiguity on any issue, decision of Owner shall be final and abiding.

Annexure “A”

Serial No.	Item Sl. No.	Description of Product	Make proposed by bidder	Model No./ Catalogue No.	On site Guarantee provided in months in addition to 3 years (For example: Write “0” Zero for “3” Three Years and 1 for Four years)

(Note: Additional separate sheets may be enclosed)

Technical specifications

- 1. General**
- 1.1.** Tenderer shall provide all the necessary holes and/or openings in the Water Purifier cum Chillers, which may be, required for the proper installation of Plumbing, Electrical, Ventilation and Refrigeration connections.
- 1.2.** All items shall suit space conditions as available on site. 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.
- 1.3.** The Tenderer shall furnish without any additional cost, all appurtenances and/or accessories, which may not be specifically mentioned in the specifications or shown on the drawing but which are required for the proper functioning of the equipment. Discretion of the Owner/Consultant shall be final and binding on the Tenderer.
- 1.4.** The Tenderer is presumed to have studied all drawings before making a bid and would have informed the Owner of any changes, deviation or improvement required in these drawings/specifications through pre-bid queries.
- 1.5.** Tenderer may offer for higher/ richer specification than the minimum desired parameters mentioned in **Annexure “1A” & “1B”**.

Technical Specifications

Annexure "1A"

Reverse Osmosis cum Water Cooler System of (150-250) LPH (5nos.)

Description	Details Specification (Required)	Details Specification (Offered)
Approximate External Dimensions(W x D x H)	Standard Size	
Operating Power Supply	230 \pm 10% V AC,50 Hz, Only One Power Plug Outlet	Should be Same
Running Current in Amps.(Max)	6 \pm 20%	Should be Same
Power in Watts (Max)	800 \pm 20%	Should be Same
Water Storage Tank Capacity	250-350 Ltr.	
Capacity with Comfort Level	Approx. 250-350 Ltr.	
Water Outlet Temperature at	17 Deg C \pm 1 Deg C	
Compressor Make	Copeland or Tecumseh	Should be Same
Refrigerant	Freon 22	Should be Same
Thermal Insulation for Storage Tank	PUF	Should be Same
No. of Faucets	2	
No. of Stages for Filter cum Purifier	7	
Stages Details	1) Particulate Filter 2) Pre Carbon Block Filter 3) Anti Scalant Filter 4) Sediment Filter 5) Reverse Osmosis Membrane Filter 6) Post Carbon Block Filter 7) Nano Silver Leaching Filter	Should be Same
RO Membrane Rating	4 No. X 75 GPD or Equivalent	
Permeate (Purified Water) Production Capacity	150-250 LPH	
% of Purified Water Recovery	15-40%	
% Rejection of TDS	50-85%	
Operating Temperature	5 Degree C to 47 Degree C	
RO Membrane flushing	Auto Flush @Every Start , Every Stop and Every One H for 1 minute	
Storage Tank Material	SS 304	Should be Same
Outer Body Material	Front SS 304 & Rest GI- Powder Coated / Pre Coated, Rust Proof	
Type of product Construction	Concealed	
Type of Installation	Indoor	Should Be Same
Weight	100 Kg (Approx)	
Output Water Conditions:	-----	-----

Recommended Total Dissolved Solids in Output Water	110 to 150 ppm. (Max.)	
Recommended Hardness (CaCo3)	300 ppm. (Max.)	
Recommended pH of Output Water	6.5 to 8.5	
Residual Free Chlorine	0.2	
Recommended Iron	Less than 0.3 ppm	
Turbidity	0 to 5 NTU	
Calcium	75 ppm(Max)	
Arsenic	Less than 0.05 ppm	
Lead	Less than 0.01 ppm	
Pesticides	Absent	

Annexure “1B”

Technical Specifications: Reverse Osmosis cum water Cooler System of 50 LPH (46 nos.)

Description	Details Specification (Required)	Details Specification (Offered)
Approximate External Dimensions(W x D x H)	Standard Size	
Operating Power Supply	230 \pm 10% V AC,50 Hz, Only One Power Plug Outlet	Should be Same
Running Current in Amps.(Max)	5 \pm 20%	Should be Same
Power in Watts (Max)	800 \pm 20%	Should be Same
Water Storage Tank Capacity	80 Ltr.	
Capacity with Comfort Level	Approx 60 Ltr.	
Water Outlet Temperature at	17 Deg C \pm 1 Deg C	
Compressor Make	Copeland or Tecumseh	Should be Same
Refrigerant	Freon 22	Should be Same
Thermal Insulation for Storage Tank	PUF	Should be Same
No. of Faucets	2	
No. of Stages for Filter cum Purifier	7	
Stages Details	1) Particulate Filter 2) Pre Carbon Block Filter 3) Anti Scalant Filter 4) Sediment Filter 5) Reverse Osmosis Membrane Filter 6) Post Carbon Block Filter 7) Nano Silver Leaching Filter	Should be Same
RO Membrane Rating	4 No. X 75 GPD or Equivalent	
Permeate (Purified Water) Production Capacity	50 LPH	

% of Purified Water Recovery	20-40%	
% Rejection of TDS	50-80%	
Operating Temperature	5 Degree C to 47 Degree C	
RO Membrane flushing	Auto Flush @Every Start , Every Stop and Every One H for 1 minute	
Storage Tank Material	SS 304	Should be Same
Outer Body Material	Front SS 304 & Rest GI- Powder Coated / Pre Coated, Rust Proof	
Type of product Construction	Concealed	
Type of Installation	Indoor	Should be Same
Weight	85 Kg (Approx)	
Output Water Conditions:	-----:	-----
Recommended Total Dissolved Solids in Output Water	110 ppm to 150 ppm. (Max.)	
Recommended Hardness (CaCo3)	300 ppm. (Max.)	
Recommended pH of Input Water	6.5 to 8.5	
Residual Free Chlorine	0.2	
Recommended Iron	Less than 0.3 ppm	
Turbidity	0 to 5 NTU	
Calcium	75 ppm(Max)	
Arsenic	Less than 0.05 ppm	
Lead	Less than 0.01 ppm	
Pesticides	Absent	

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.:



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

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:

Agreement

This agreement made on this Between the Registrar, Central University of South Bihar, (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, Testing & Commissioning of **“Water Purifier cum Chiller”** 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.

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.



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

Schedule of Quantities (SOQ)

for

Supply, Fixing, Testing & Commissioning of “**Water Purifier cum Chiller**” at
Central University of South Bihar

Financial Bid

Note : This is to be kept in **Envelope “C”** sealed and it should be written on envelop that Supply, Fixing, Testing & Commissioning of “**Water Purifier cum Chiller**” at Central University of South Bihar”



CENTRAL UNIVERSITY OF SOUTH BIHAR

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 in a separate sealed envelope)

Tender Notice No.: CUSB/PSD/EE/TENDER/18/2017-18, Date: 07/02/2018

Subject: Supply, Fixing, Testing & Commissioning of “Water Purifier cum Chiller”

Name of the Bidder: _____

Item Sl. NO.	Description of Item	Unit	Quantity	Rate (In Rupees in figures)	Rate (In Rupees in words)	Amount (In Rupees in figures)
1.	Supply, Fixing, Testing & Commissioning of RO Cum Water Cooler of Capacity 150 to 250 Litres per hour all complete as per Technical specification at Annexure “1A” .	Each	5			
1. (a)	Defect Liability and Maintenance cost from start of 2nd Year to end of 2nd year reckoned after handing over as per payment terms at Clause 11 for Item Serial 1 above for entire quantity					
1. (b)	Defect Liability and Maintenance cost from start of 3rd Year to end of 3rd year reckoned after handing over as per payment terms at Clause 11 for Item Serial 1 above for entire quantity					

2.	Supply, Fixing, Testing & Commissioning of RO Cum Water Cooler of Capacity 50 Litres per hour all complete as per Technical specification at Annexure "1B" .	Each	46			
2. (a)	Defect Liability and Maintenance cost from start of 2nd Year to end of 2nd year reckoned after handing over as per payment terms at Clause 11 for Item Serial 1 above.					
2. (b)	Defect Liability and Maintenance cost from start of 3rd Year to end of 3rd year reckoned after handing over as per payment terms at Clause 11 for Item Serial 2 above.					

Note: No overwriting or use of whitener is permitted. If done then it will be summarily rejected. All Water Purifier cum chiller must strictly follow the specification described in TS (Technical Specification).

Date:

Signature _____

Name: _____

Designation & seal

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. Additional Document(s), if any
3. BOQ Document (Price Bid Format)
4. Corrigendum, if any
5. 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 & 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.