



**CENTRAL UNIVERSITY OF SOUTH BIHAR**  
**(Notice Inviting Quotation)**

**Index for Tender Form**

<b>S. No.</b>	<b>Details</b>	<b>:</b>	<b>Deadline</b>
1.	Tender Notice No.	:	<b>CUSB/PSD/EE/TENDER/07/2017-18,</b> <b>Dated: 15/09/2017</b>
2.	Name of work	:	Tender Bid Document for <b>“Supply &amp; Fixing of Mess Furniture”</b> 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 DD drawn in favour of Central University of South Bihar, payable at Gaya from any scheduled Bank.
4.	Pre-bid Meeting	:	21/09/2017 by 11.00 am at Panchanpur, Gaya.
5.	Start of submission of Bids	:	22/09/2017
6.	Last date and time for Receipt of Bids	:	09/10/2017 by 5.00 pm
7.	Date and Time of opening of Technical Bids	:	10/10/2017 by 11.00 am
8.	Place of opening of Bids	:	CUSB Panchanpur, Gaya.

Vendors are requested to read the complete tender documents before submission of Bids.



## CENTRAL UNIVERSTIY OF SOUTH BIHAR

**Name of the work: Tender Bid Document for “Supply & Fixing of Mess Furniture”  
at Central University of South Bihar, Panchanpur, Gaya (Bihar).**

Sold to Sri/Smt/M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On payment of ₹ 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 UNIVERSTIY OF SOUTH BIHAR**

### **NOTICE INVITING BIDS**

The Central University of South Bihar, invites bids for Supply & Fixing of Mess Furniture” in Permanent Campus of Central University of South Bihar, Panchanpur, Gaya from manufactures/ authorized representatives who have an experience of the similar work. The last date and time of submission of tender document is 09/10/2017 by 05 p.m. The detailed tender document is available on the University website [www.cusb.ac.in](http://www.cusb.ac.in). The cost of tender form is ₹ 5,000/- and can be purchased by payment of the cost either in cash or in the form of DD, from Central University of South Bihar. The tender forms downloaded from University website must be accompanied by DD of ₹ 5,000/- in favour of Central University of South Bihar.

**Registrar**



## **CENTRAL UNIVERSTIY OF SOUTH BIHAR**

**Supply & Fixing of Mess Furniture” at Central University of South Bihar,  
Panchanpur, Gaya (Bihar)**

### **Technical Bid**

**Note :** This is to be kept in Envelope “B” sealed and it should be written on envelop that “Tender for Supply & Fixing of Mess Furniture” at Central University of South Bihar”



## CENTRAL UNIVERSITY OF SOUTH BIHAR

### NOTICE INVITING BIDS

The Central University of South Bihar (CUSB), invites bids for “Supply & Fixing of Mess Furniture” at Central University of South Bihar, Panchanpur, Gaya (Bihar) from the manufactures/authorized representatives who have experience of similar work. Details are as follows:

Sl. No	Description of Work	Estimated Cost (₹)	Earnest Money to be Deposited	Last date & time of submission of Tender document	Time & date of opening of tender	Time allowed for completion
1.	Supply & Fixing of Mess Furniture at Central University of South Bihar, Panchanpur, Gaya.	29 Lakhs	₹ 1,00,000/-	09/10/2017 by 5:00 pm	10/10/2017 at 11:00 am	45 days

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.

#### 3.b. Physical

Three similar works in Central Government/ state Government/ PSU/ Universities/ Reputed Higher Educational Institutions costing not less than 40% of the estimated cost or two similar works costing not less than 60% of the estimated cost or one similar work costing not less than 80% of the estimated cost in the last 3 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 of Stainless Steel Furniture (as major component) in Central Government/ State Government/ PSU/ Reputed Government or Private organizations.

4. Sealed Tender Documents duly signed on all pages shall be delivered to the Central University of South Bihar, by Registered Post/ Speed Post to reach on or before 09/10/2017 by 5:00 p.m. The technical Bids will be opened at 10/10/2017 at 11 a.m. at CUSB, Panchanpur in presence of the Tenderers or their authorized representatives who wish to attend. The date of opening of the Financial Bids of those tenders fulfilling the requirements will be announced on University website on

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a separate date. 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.

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5. CUSB, does not bind itself to accept the lowest rate and reserves the right to accept or reject all or any part of tender without assigning reasons, thereof

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6. The Tenderer shall quote for the material/Equipment to be supplied as per detailed specifications as given in the Tender document, at Panchanpur Gaya.

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7. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tender as to the nature of the ground and sub-soil (so far as is practicable), the firm and nature of the site, the means of access to the site and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which influence or affect their tender. A Tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Tenderer shall be responsible for arranging and maintaining at its own cost all materials, tools and plants, equipment etc. and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work. Any damages done to the property of the CUSB or other persons shall be made good by the Tenderer at his own cost.

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8. Presence of Tenderer in Pre-bid meeting is essential to clarify any doubt related with the tender. Tenderers should email their queries to [registrar@cub.ac.in](mailto: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.

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9. The Tender shall be submitted in three separately sealed envelopes. 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.

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**10. ENVELOPE 'A' (Earnest Money & Tender Cost)**

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The tender shall be accompanied by the cost of the tender document for ₹ 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 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'.

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**11. ENVELOPE 'B' (Technical Bid Document)**

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11.i. This Envelope shall contain the prequalification documents pertaining to Financial Eligibility and details of plan for Physical Completion of Work. Copy of Work Order/ Purchase Order with Completion Certificate is mandatory for similar works

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	executed in past 3 (three) financial years. Bidders to enclose documents and information pertaining to the technical bid, the product & its ingredients, Test Reports, Installation & Maintenance Manual and prescribed Technical Specification/documents and Guarantee on product for prequalification given herein after along with the Technical Bid document duly signed on each page.
11.ii.	The Tenderer shall indicate the technical parameters of all Mess Furniture, tools, plants & machinery along with referred codes, standards 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 Envelope B.
11.iii.	Those Tenderers, who are not the manufacturer but are authorized by the original manufacturer to execute the work, should establish their credentials by giving valid documentary evidences of similar work to have been executed in India or abroad with details of location, cost of work and the period of execution
<b>11.iv.</b>	<b>Checklist for Envelope ‘B’</b>
11.iv.a.	Copy of registration of GST.
11.iv.b.	Copy of Trade License, Factory License/Excise Registration.
11.iv.c.	Copy of Income Tax Permanent Account Number
11.iv.d.	Copy of Memorandum and Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms etc.
11.iv.e.	Copy of Notarized power of attorney of authorization for participation in subject bid (Not required in case of Proprietorship firm).
11.iv.f.	Copy of ESI Registration Certificate.
11.iv.g.	Copy of EPF Registration Certificate Copy of Small Scale Unit/ MSME/ NSIC Registration under relevant items (If Registered).
11.iv.h.	Copy of Purchase Order/ Work Order and Completion certificate of meeting minimum eligibility criteria (Financial & Physical)
11.iv.i.	All pages of Tender document including various sections and Annexures-A, except priced bid
11.iv.j.	Un-priced copy of Bill of Quantity with “Quoted” written in Rate Column of each items
11.iv.k.	Any product manual, credentials etc.
<b>12.</b>	<b>Envelope ‘C’ (Financial Bid Document)</b>
12.1	The Envelop ‘C’ shall contain the tender documents and information related to the schedule of quantities quoting the rates per Unit/Price etc. of the various items or works pertaining to the Financial Bid on the Financial Bid document, issued by CUSB, along with the tender document.

12.2	All columns shall be duly filled in with specific information on the cost involved.
12.3	The rates for the items shall be quoted in Indian Rupees.
<p><b>*NOTE</b> <i>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 outright.</i></p>	
13.	<ul style="list-style-type: none"> <li>Envelope 'A' (Earnest Money &amp; 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.</li> <li>All the three envelopes shall be submitted in another sealed envelope super-scribing there on <b>Tender for "Supply &amp; Fixing of Mess Furniture" at Central University of South Bihar.</b></li> <li>The envelope should be addressed to Registrar, Central University of South, SH-7, Gaya - Panchanpur Road, Village - Karhara, Post- Fatehpur, P.S. Tekari, District - Gaya (Bihar) PIN - 824236.</li> <li>The envelope marked 'Envelope-B' of only those Tenderers shall be opened, whose earnest money &amp; tender cost are placed in the 'Envelope 'A' and found to be in order.</li> </ul>
14.	The Tender Evaluation Committee will evaluate the Technical Bids and is fully authorized to reject any tender 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 tenders which Technical Bids cleared by the Tender Evaluation Committee shall be eligible for their Price Bid to be opened. Those successful Tenderers for whom the Envelop-C (Price Bid) is to be opened shall be duly intimated.
<b>15.</b>	<b>Clarification on Tender Documents</b>
15.1	During evaluation of tenders, the University authorities/ committee may at his discretion ask the Tenderer a clarification of its tender. 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).
15.2	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.
16.	The amount of earnest money, in the case of successful Tenderer, shall be refunded on successful completion of work. However E.M.D of unsuccessful Tenderers will be refunded after the award of the contract to the successful Tenderer.



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17. 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.
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18. Tender shall remain open for acceptance for a period of 60 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.
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19. The notice Inviting tender shall form a part of the contract document. The successful Tenderer shall sign the necessary contract documents consisting of the notice-inviting tender, all the documents including additional conditions, specifications and drawings, Corrigendum, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto, within the time specified in the letter communicating the acceptance of the tender. In case of delay the earnest money may be forfeited and the tender cancelled or the contract enforced as per the terms of the tender and the invitation to tender and the Tenderer shall thus be bound by the conditions of contract, even though the formal agreement has not been executed and signed within the specified time by the Tenderer.
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20. If the Headquarter of the successful Tenderer is at a place other than Gaya he shall appoint a duly Authorized Representative in Gaya from the date of commencement of the work until the work is physically completed. Such Representative shall be authorized to act on behalf of the successful Tenderer. Any notice under the contract shall be deemed to have been served on the successful Tenderer, if served upon such Representative or sent by registered letter at his address in Gaya. Such Representative shall not be changed and shall not leave Gaya during the period of the contract without the prior approval of Registrar Central University South Bihar. If Vice Chancellor, CUSB shall require the successful Tenderer to carry out rectification of the defects under the terms of the contract after the work has been completed, the successful Tenderer shall appoint the same or another duly Authorized Representative in Gaya while such rectifications are being carried out.
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21. The Tenderer shall submit a detailed supply and installation work schedule on the basis of the various items of supply and installation to be completed. The same shall be reviewed and approved by Engineer In-charge with comments for incorporation.
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22. No additional conditions from the Tenderer shall be acceptable. The tenders having any additional conditions will be summarily rejected without assigning any reason.
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23. The Tenderer should meet the Financial & Physical work completion criteria to qualify in the subject tender.
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24. 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.
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25. The Tenderer is required to obtain all required statutory permissions for work.
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26. Bidders are informed to visit the existing Mess Block and Kitchen 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.
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27. Water & Electricity to be arranged by bidders for execution of work. CUSB shall not provide any such facilities at site of work.
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28. All Civil, Mechanical, Plumbing work etc. required to complete the scope of items covered under tender 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.
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29. Any damage caused to the facilities existing in the building is to be made good by bidders after rectification at their own.

Date:

Place:

Signature of the Tenderer

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## CENTRAL UNIVERSITY OF SOUTH BIHAR

### Tender Bid Document for “Supply & Fixing of Mess Furniture” 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 CUSB. 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 CUSB during office hours.
2. The tender submitted by the Tenderer 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. Tenders, which 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 CUSB will open the tenders in the presence of 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 the total 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 CUSB.
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 CUSB will not entertain any claim whatsoever in respect of the same.



TECHNICAL BID PROFORMA					
NIT No. :		CUSB/PSD/EE/TENDER/07/2017-18 Dated:15/09/2017			
<b>Tender for Supply &amp; Fixing of Mess Furniture</b>					
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.	<b>Type of Organization</b>		<b>Certified Documents to be enclosed</b>		
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.	<b>Nature of Business (tick the relevant)</b>				
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.....	
<b>Audited Annual Turnover during last 3 years (Rs. In Lakhs) (enclose Chartered Accountant's certification &amp; Income Tax Return Copy)</b>					
Year		Rupees in Lakhs		Annexure (Sl. No.)	
2015-16					
2014-15					
2013-14					

8.	<b>Commercial Information (enclose Attested Copy wherever Applicable)</b>		
<b>S. No.</b>	<b>Information</b>	<b>Details</b>	<b>Annexure (Sl. No.)</b>
a.	GST Regn, No.		
b.	CST / VAT Regn. No.		
c.	State ST Regn. No		
d.	TIN No.		
e.	Excise Registration No. Trade / Factory License No.		
f.	Service Tax Regn.No.		
g.	PAN No.		

<b>h.</b>	Details of Registration Certificate with DGS&D/NCCF			
<b>i.</b>	SSI/NSIC Certificate			
<b>j.</b>	Current dealership agreement with Principal Letter No. / Date / Valid upto			
<b>k.</b>	Relevant IISI/ SO Certificate, if any			
<b>l.</b>	<u>Bank Details :</u> Account No.			
<b>m.</b>	Name of Bank & Branch			
<b>n.</b>	IFSC Code			
<b>o.</b>	Details of Tender Fee	Amount:	DD Details:	Name of the issuing Bank & Branch
<b>p.</b>	Details of EMD	Amount:	DD Details:	Name of the issuing Bank & Branch
<b>q.</b>	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:.....				
<b>9.</b>	<b>Note</b>			
<b>9.1</b>	Separate information sheet may be provided for item (s) in case space provided is not adequate			
<b>9.2</b>	Affidavit in the enclosed format on Non Judicial stamp paper duly attested by Magistrate/Notary shall also be furnished by the bidder.			

### **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 nor any contract awarded to us for such works 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



## CENTRAL UNIVERSITY OF SOUTH BIHAR

### **Tender Bid document for “Supply & Fixing of Mess Furniture” 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 affirm 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 of Mess Furniture”** at Central University of South Bihar, Panchanpur, Gaya (Bihar). Earnest Money ₹ 1,00,000/- (Rupees One lakh) only.

Time allowed for completion of supply and installation is 45 days from the date of issue of Letter of Award.

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.

A sum of ₹1,00,000/- (Rupees One 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 payable at Gaya.

Should this tender be accepted, I/we hereby agree (i) to abide by and fulfil 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 the Central University of South Bihar, the sum of money mentioned in the said conditions.

If I/we in the event to 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:





## CENTRAL UNIVERSITY OF SOUTH BIHAR

### Interpretations and 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), 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.

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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.

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  - 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.

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  - iii. The "**Tenderer**" shall mean the successful Tenderer / supplier 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.

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  - iv. "**Tendered Value**" means the value of the entire work as stipulated in the letter of award.

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  - v. "**Equipment**" means all machinery, apparatus and articles to be provided under the contract by the Tenderer.

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  - vi. The "**place of supply and installation**" shall mean the Central University of Bihar at Panchanpur, Gaya (Bihar).

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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.

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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.

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5. The Tenderer/supplier 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.

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## CLAUSE OF CONTRACT

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### **Clause 1: Works to be carried out**

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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.

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### **Clause 2: Sufficiency of Tender**

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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.

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### **Clause 3: Time for Performances**

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| <b>3.1</b> | The Supply and Installation should be completed within 45 days of issuing work order (Letter of Award) in all respects and handed over to Central University of South Bihar.  |
| <b>3.2</b> | 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. |
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### **Clause 4: Registrar, Central University of South Bihar shall**

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| 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. |
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**Clause 5: Performance Guarantee**

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**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 up to 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.

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**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.

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**5.3** The Performance Bank Guarantee shall be initially valid for 2 (Two) years plus Sixty days. 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 expiry of Defect Liability period which is two years from the date of completion of scope of work 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.

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**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 :-

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- (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.
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(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.
<b>5.5</b>	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.
<b>Clause 6: Supply and Installation to be executed in accordance with specifications as quoted in the tender</b>	
<b>6.1</b>	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.
<b>6.2</b>	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.
<b>6.3</b>	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.
<b>Clause 7: Discrepancies and Adjustment of Errors: The several documents forming the contract are to be taken as mutually explanatory to one another.</b>	
<b>7.1</b>	In the case of discrepancy on any specification, the following order of preference shall be observed:-
i.	Description of Schedule of Quantities/ Bill of Quantity.
ii.	Scope of the Vendor
iii.	Particulars Specification and Special Condition, if any.
iv.	CPWD Specification
v.	Relevant IS Code
vi.	Manufacturer's Specification
vii.	Drawings

<b>7.2</b>	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.
<b>7.3</b>	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.
<b>7.4</b>	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.
<b>7.5</b>	Any deviation unavoidable during execution of work shall attract suitable price adjustment and consent of the Tenderer/ vendor shall not be essential.
<b>Clause 8: Materials, Equipment, Tools &amp; Plant</b>	
<b>8.1</b>	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.
<b>8.2</b>	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 or 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.
<b>Clause 9: Price</b>	
<b>9.1</b>	Rates: The rates tendered by the Tenderer shall be for completed items of Supply and Installation covering all materials, labour, carriage, royalties, fees, rents, CIF at site by Sea/Air freight, sales tax and any other taxes, octroi, levies, insurance charges and demurrage, wastage, tools, plant, equipment, transport, temporary construction, overhead charges and profits as well as general liabilities, obligations and risks etc. arising out of the conditions of the contract etc. complete.

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The prices will also include cost of testing of samples including packaging, transportation, testing fees, cost of specimen etc. execution in the accredited laboratory as also for field (site) tests and repair/replacement of defective or worn out portions of surface during the warranty period. No extra charges, whatsoever, consequent on any misunderstanding or otherwise shall be allowed.

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9.2 The prices shall also be inclusive of all expenses, taxes, levies, insurance and demurrage and any other fees and expenses etc. levied by the authorities in the place of origin in India and shall be paid by the Tenderer.

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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.

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#### **Clause: 10 Quality Control**

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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 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 Tenderer shall at his own cost rectify the said defects / shortcomings or replace the defective materials to make the equipment with the requirements.

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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 2 (Two) 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 within 48 hours after receipt of such notification from CUSB. If bidder fails to rectify such defects in specified time, same shall be done by CUSB at risk and cost of the bidder.

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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.

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#### **Clause 11: Payment Terms**

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11.1.1 Up to 25 % of the Contract value shall be released against Performa Invoice (Running Bill) before dispatch of material after submission of Bank Guarantee of amount equivalent to 110% of amount of Performa Invoice valid till 2 months after contract completion period of the contract.

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11.1.2	Up to 60% of the item rate shall be released after successful supply of the equipment at site after adjustment of advance, if any paid earlier against that item.
11.1.3	Up to 80% of the item rate shall be released after successful fabrication of items supplied and placed in position after adjustment of advance & stage payment released at Sl. 11.1.2.
11.1.4	Up to 100% of the item rate shall be released after successful testing, commissioning & handing over to CUSB after training CUSB's operators for 15 days, after adjustment of advance & stage payment released at Sl. 11.1.3, if any; along with final bill.
11.1.5	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.
11.1.6	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 warranty period, the Central University of South Bihar shall be entitled to withhold the Security Deposit without prejudice to other contractual resource.

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**Clause 12: Warranty of the equipment (Defect Liability Period)**

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12.1	The Minimum Warranty/ Defect liability period of the entire scope of work shall be for a period of two years for all items or as specified in the tender document whichever is later.
12.2	The Tenderer shall discharge the obligations at his cost under the warranty clause.
12.3	The Tenderer shall certify that no sub-standard materials have been used in the Supply and Installation and provide written warranty to that effect.
12.4	The Tenderer undertakes that all remedial work or repairs or replacement necessary under the terms of warranty will be carried out promptly on notification in writing by the Central University of South Bihar in this regard and repairs or replacements will be carried out with materials identical to the original surface and at set times as may be agreed with the Central University of South Bihar so that the programme of activities is not affected. In case the Tenderer fails to carry out the said repairs/replacements/ removal of the defects within the stipulated time, the Central University of South Bihar, shall get the Bank Guarantee encash and forfeit the amount of Bank Guarantee.
12.5	The Tenderer shall discharge the obligations at his cost under the warranty clause.

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**Clause 13: Breach of Contract**

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- 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.
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- 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 Patna Courts.
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**Clause 14: Force Majeure**

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- 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.
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- 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.
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- 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.
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- 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.
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**Clause 15: Liquidated Damages**

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- 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
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reputation, 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 to pay liquidated damages for delay (but not as a penalty) the Tenderer shall pay the Central University of Bihar which will be as follows:

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 10% (ten) of the tendered value.

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| 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. |
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| 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. |
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| 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. |
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|------|---|
| 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 |
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(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.

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- 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.
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**Clause 16: Dispute Redressal System**

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- 16.1 In case of any dispute the matter will be referred to Vice Chancellor and his decision will be final.
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- 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.
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- 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.
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- 16.4 Expenses on account of arbitration will be shared equally by both parties which there exists any condition in writing.
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**Clause 17: Jurisdiction and applicable law**

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Indian Laws will govern this contract and any application in respect of any proceedings under this contract will be within the jurisdiction of the Patna Court 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.

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**Clause 18: Cancellation of contract Notwithstanding anything herein contained**

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- 18.1 The Central University of South Bihar shall have the right to cancel the contract and will 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.
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- 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.
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- 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.
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**Clause 19: Tenderer to indemnify the Central University Of South Bihar, against Patent Rights**

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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.

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**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.

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**Clause 21:** The contract comes into force on the date of signing by the authorized representatives of both parties.

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**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.

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**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.

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**Clause 24:** All test certificates duly signed should be submitted by the bidder to the Registrar, CUSB.

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**Clause 24:** After completion of the work, bidders shall have to submit 3 sets of "As-built" drawings in A-1 size sheets clearly showing dimensions of facilities created by them with detail lay out and sections for each area.

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***Annexure-A***

Serial No.	Item Sl. No.	Description Product	Make proposed by bidder	Model No./Catalogue No.	On site Guarantee provided in months
1.					
2.					
3.					
4.					

(Note: Additional separate sheets may be enclosed)

## Technical Specifications

S. No.	Item	Item Description	Size / Cap. (Unit if not mentioned shall be in milli meter)	Unit	Qty	MAKE/ MODEL
1.	SS Dinning Table 8 Seater with attached foldable 2 Legs type 8 number foldable Stool.	Supplying, fixing, testing & commissioning SS Dinning Table 8 Seater with attached foldable 2 Legs type 8 number foldable Stool. The Table top should be 16 swg SS 304 sheet, Edge bent downward and again inside horizontally by 50 mm & 10 mm respectively supported over 4 no. of 50 mm dia. tubular 16 swg SS 304 round pipe Legs welded to top of frame of the table made by S.S 40 x 40 x 3mm SS 202 angle frame supported top with the help of 5mm dia. nut bolt at least 2 nos. in length wise & 4 nos in width wise. The legs should be adjustable nylon bullet feet. The SS 16 swg 35mm dia round pipe all around framed through 50 mm dia. legs & jointed with attached foldable 2 Legs 8 number Stools. The Stools top made by 16 swg SS 304 round shape 350 mm dia. Edge bent downward 35mm respectively supported over S.S 35 x 35 x 3mm SS 202 angle frame and angle frame welded with SS 16 swg 50 mm/35mm dia. round respectively vertical legs jointed & attached with foldable 2 no. 35mm dia Legs. The foldable Stool Legs jointed with Dining Table bottom support SS 16 swg 35mm dai. round pipe with half stopper socket. All complete as per direction of Officer In-charge.	2100x750x750	Each	40	Fabricated

2.	SS Dinning Table 6 Seater with attached foldable 2 Legs type 6 no. foldable Stool.	Supplying, fixing, testing & commissioning SS Dinning Table 6 Seater with attached foldable 2 Legs type 6 number Stool. . The Table top should be 16 swg SS 304 sheet, Edge bent downward and again inside horizontally by 50 mm & 10 mm respectively supported over 4 no. of 50 mm dia. tubular 16 swg SS 304 round pipe Legs welded to top of frame of the table made by S.S 40 x 40 x 3mm SS 202 angle frame supported top with the help of 5mm dia. nut bolt at least 2 nos in length wise & 4 nos in width wise. The legs should be adjustable nylon bullet feet. The SS 16 swg 35mm dia round pipe all around framed through 50 mm dia. legs & jointed with attached foldable 2 Legs 6 number Stools. The Stools top made by 16 swg SS 304 round shape 350 mm dia. Edge bent downward 35mm respectively supported over S.S 35 x 35 x 3mm SS 202 angle frame and angle frame welded with SS 16 swg 50 mm/35mm dia. round respectively vertical legs jointed & attached with foldable 2 no. 35mm dia Legs. The foldable Toos Legs jointed with Dining Table bottom support SS 16 swg 35mm dai. round pipe with half stopper socket. All complete as per direction of Officer In-charge.	1800x750x750	Each	20	Fabricated
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**Name of the Job: Supply & Fixing of Mess furniture in Mess Block of Central University of South Bihar at Panchanpur, Gaya.**

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**1.0 Scope of Vendor**

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1. Vendor has to get the detailed shop drawing prepared by experts in Auto CAD software for the equipment, assembly etc. required under scope after measuring exact dimension of rooms/ space and halls with sufficient space for working & movement. However, a conceptual floor plan with space planning is attached with the bidding document which may reorient after acceptance of final shop drawing. Cost towards getting the shop drawings prepared is deemed to be included in the rate quoted by vendor.
  2. Vendor should prepare the shop drawings and get the drawings vetted by any approved Government institution before submission of the same to CUSB and start of work. Detail shop drawing must contain joinery details, welding, rivet, fixing arrangement, detail of hardware, fitting, fixtures, nut & bolt, finishes etc. with measurement of various assembly and members. Cost towards preparation of detailed shop drawings and its subsequent revisions are deemed to be included in the rate of the vendor. Nothing extra shall be paid on account of the above. Cost towards getting the shop drawings vetted by Government approved institution is deemed to be included in the rate of vendor.
  3. Vendors are required to submit Shop drawing for item of the Bill of quantity within 10 days from the date of issue of LOA. Owner/ Engineer In-charge shall check the drawing and ask the vendor to incorporate comments, if any. Vendor shall resubmit the shop drawing after incorporation of all comments so as to satisfy the instruction of Owner/ Engineer-In charge within 7 days of receipt of the comments. Minor variation in specification, drawings related to items may take place and vendor shall be required to execute the same without any additional implication of cost and time. However any downgrading specification due to any unavoidable reason shall attract suitable price adjustment in item and vendor has to submit detail analysis with supporting invoices for re-appropriation of the rate of such items.
  4. All works to be executed as per specification mentioned in bidding documents. Where detail specification is not available in bidding documents, relevant CPWD specification and IS Code of practices to be followed.
  5. Sample of pipes, MS plate, SS Plate shall be sent for testing in 3<sup>rd</sup> Party testing laboratory (Government approved) for each lot and after receipt of satisfactory result only final payment shall be released to the vendor. On the basis of Manufacturer's Test Report, payment up to 70% of the eligible amount as per payment terms on receipt of undertaking from the vendor will be released. If sample confirms the required specification, balance amount shall be recommended for payment to the vendor.
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6.	All Mild Steel (MS) material members to be properly cleaned and made free from any foreign materials and same to be applied Red oxide primer in two coats followed by appropriate colour of Synthetic enamel paint/ temperature resistant paint as per relevant IS code. Cost towards above is deemed to be included in the quoted rate of vendor.
7.	Vendor shall deploy technically competent persons at project site as Project Manager for taking measurement, dimensions, receipt of material and installation activities.
8.	Vendor shall construct its own store and fabrication yard fully secured for storage and for fabrication at site. Owner shall provide open land only adjacent to buildings for construction of temporary store/ fabrication yard. Vendor shall remove the same and make the area good and leave cleaned from all debris after completion of job at their own. Cost towards construction of such temporary facility and dismantling after completion of work will not be borne by the University. Nothing extra shall be paid on account of above.
9.	Vendor has to arrange their own security, watch & ward of their assets and materials brought at site for the work. Owner/ Engineer In-charge shall not be responsible for any kind of pilferage, loss, damage & breakage etc. on account of any incidence/ act.
10.	Vendor has to obtain Contractor's All Risk (CAR) Policy for the value of contract till completion of work from competent agency and submit the Notarized copy of the same to Owner/ Engineer In-charge within 15 days of issuance of LOA.
11.	Vendor has to obtain labour license for fabrication and installation work at site as per the provision of law. In addition to above, vendor has to obtain Workmen Compensation Policy from the designated agency for the category and quantum of labours required till completion of the job.
12.	All labours deployed in work should be covered with Provident Fund scheme and E.S.I as per the directives of Statutory Authority. A copy of submitted challan shall be required with bills submitted by vendor to CUSB for receipt of payment.
<b>13.</b>	<b>Inspection</b>
13.i.	Inspection at source of production of material shall be carried out by the Officer-in-Charge of CUSB before dispatch of material. Vendor has to offer such call at least 7 days in advance in writing. However, inspection does not relive vendor from ensuring confirmation of material with agreed specifications, quality, size, texture and finishes etc.
13.ii.	All fabricated materials at site to be inspected by Officer-in-Charge of CUSB before application of paint/ primer and polish. Any material polished/ painted before such inspection shall be rejected and no payment shall be released towards the same.
14.	Vendor has to maintain its own source of water and electricity required for carrying out the job. Suitable capacity Diesel Generators with adequate earth



	facility complying with Green building norms to be installed after obtaining clearances, if any required from local authority for fabrication and installation work. Any electrical connection has to be made safe & shock proof to avoid any injury/ damage to life and asset during and after work.
15.	Vendor should carry out the job at site in such a manner to avoid any damage to existing facility/ ongoing work in the buildings. Bidders should take utmost care while shifting the assemblies/ members/ fabricated furniture to avoid any rubbing with adjacent walls and floor. Any damage caused to the existing facility, ongoing work must be rectified and made good by the vendor. In event of failure in such rectification/ replacement, the job shall be done by Owner through other agency at the risk and cost of the vendor.
16.	While installation of furniture in room/ hall, a layout on floor to be provided with location of Anchor/ fasteners by erasable ink to cross check the space plan before installation. A copy of such lay out plan to be kept for record and submitted with (Running Account) RA Bills and As-built drawings in soft as well as hard copy along with final bill.
17.	Wherever applicable, size and type of Anchor fasteners to be suggested and provided by vendor with their experience and previous installation, so as to ensure no damage is done to finish flooring which shall be Vitrified tiles of 9/10 mm thick on 20 mm average cement mortar or Granite flooring of 18 mm(+/- 1 mm) with 20 mm average thickness of cement mortar. Further, vendor shall use Heavy duty zinc plated concrete anchors to withstand a rigid assembly with floor & wall without any gap or vibration after installation. Vendor shall submit Sample of Anchor fastener for obtaining approval of Officer-in-Charge of CUSB.
18.	All materials brought in site should be 1 <sup>st</sup> quality product and meet technical specifications. All materials should accompany with valid invoices, Excise challans, and Manufacture's Test Certificate, as applicable with each lot of materials. Vendor shall submit copy of all documents as stated above with bills. Vendor shall be held responsible for any kind of mischief/ manipulation of documents, if found and action shall be taken against vendor as per law. The University will not be liable in any circumstances due to failure of any legal compliance on the part of vendor.
19.	Vendor should separately stock the wastages, cut-pieces and other salvage material and shall obtain written permission of the University prior to removal/ disposal of the same.
20.	Vendor and their representative shall strictly ensure Safety while working on site and Personal Protective Equipment to be used while carrying out the work.
21.	A Quality Assurance Plan and Health, Safety & Environment plan to be submitted by vendor within 15 days of issuance of LOA for scrutiny & approval of CUSB.
22.	In the event of non-availability of any particular make of material mentioned in the bidding document, vendor has to establish its non-availability and accordingly

	substituted make to be proposed with credential, data sheet for obtaining approval. Any price variation on account of lower cost of product the same amount to be transferred to CUSB/ Owner with proper justification.
23.	Vendor has to ensure onsite Guarantee of all items mentioned in Bill of Quantity for two years. Guarantee of any additional period beyond above period, if provided by manufacturer of equipment to be passed on to Owner without any additional implication of cost.
24.	Unless and otherwise specified all cost towards material, transportation, all taxes, Labour Cess, duties, wastages, labour, insurances, transit insurance, storage, shifting, lead and lift, carriage, staffs, accommodation, welfare measures for staffs and labours, labour wages & benefits and other incidental expenses etc. are deemed to be included in the rate quoted by the vendor. Nothing extra shall be paid on account of above.
25.	Vendor shall remove all temporary works, debris after completion of work and make the area good for handing over to CUSB.
26.	The vendor shall submit a detailed supply and installation work schedule on the basis of the various items of supply and installation to be completed. The same shall be reviewed and approved by Officer-in-Charge of the University with comments for incorporation.
27.	All Civil, Mechanical, Plumbing, Scaffolding 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.
28.	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 2 (two) 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 within 48 hours after receipt of such notification from CUSB. If bidder fails to rectify such defects in specified time, same shall be done by CUSB at risk and cost of the bidder.
29.	Quantity indicated in Bill of Quantity is approximate and may vary up to any extent on + 30% to – 30%. It is also to be noted by vendor that some items may not be operated and nothing extra shall be paid on account of any claim in this regard.
30.	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.
31.	<b>Completion Time:</b> Completion Time for Entire Scope of Work shall be 45 days from the date of issuance of Letter of Award.

## **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 of Mess Furniture” at Central University of South  
Bihar, Panchanpur, Gaya (Bihar) for a tendered value of ₹ .....  
.....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 :

Witness :

1.

1.

2.

2.

## **Central University of South Bihar**

### **Bill of Quantities**

for

**Supply & Fixing of Mess Furniture” 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 “Offer for Supply & fixing of Mess furniture” at Central University of South Bihar”

Bill of Quantity (Financial Bid)								
Sl. No.	Item	Item Description	Size / Cap. (Unit if not mentioned shall be in milli meter)	Unit	Qty	Make/ Model	Rate (₹)	Amount (₹)
1.	SS Dinning Table 8 Seater with attached foldable 2 Legs type 8 no. foldable Stool.	Supplying, fixing, testing & commissioning SS Dinning Table 8 Seater with attached foldable 2 Legs type 8 number foldable Stool. The Table top should be 16 swg SS 304 sheet, Edge bent downward and again inside horizontally by 50 mm & 10 mm respectively supported over 4 no. of 50 mm dia. tubular 16 swg SS 304 round pipe Legs welded to top of frame of the table made by S.S 40 x 40 x 3mm SS 202 angle frame supported top with the help of 5mm dia. nut bolt at least 2 nos in length wise & 4 nos in width wise. The legs should be adjustable nylon bullet feet. The SS 16 swg 35mm dia round pipe all around framed through 50 mm dia. legs & jointed with attached foldable 2 Legs 8 number Stools. The Stools top made by 16 swg SS 304 round shape 350 mm dia. Edge bent downward 35mm respectively supported over S.S 35 x 35 x 3mm SS 202 angle frame and angle frame welded with SS 16 swg 50 mm/35mm dia. round respectively vertical legs jointed & attached with foldable 2 no. 35mm dia Legs. The foldable Stools Legs jointed with Dining Table bottom support SS 16 swg 35mm dai. round pipe with half stopper socket. All complete as per direction of Officer In-charge.	2100x750x750	Each	40	Fabricated		

2.	SS Dinning Table 6 Seater with attached foldable 2 Legs type 6 no. foldable Stool.	Supplying, fixing, testing & commissioning SS Dinning Table 6 Seater with attached foldable 2 Legs type 6 number Stool. . The Table top should be 16 swg SS 304 sheet, Edge bent downward and again inside horizontally by 50 mm & 10 mm respectively supported over 4 no. of 50 mm dia. tubular 16 swg SS 304 round pipe Legs welded to top of frame of the table made by S.S 40 x 40 x 3mm SS 202 angle frame supported top with the help of 5mm dia. nut bolt at least 2 nos in length wise & 4 nos in width wise. The legs should be adjustable nylon bullet feet. The SS 16 swg 35mm dia round pipe all around framed through 50 mm dia. legs & jointed with attached foldable 2 Legs 6 no. Stools. The Stools top made by 16 swg SS 304 round shape 350 mm dia. Edge bent downward 35mm respectively supported over S.S 35 x 35 x 3mm SS 202 angle frame and angle frame welded with SS 16 swg 50 mm/35mm dia. round respectively vertical legs jointed & attached with foldable 2 no. 35mm dia Legs. The foldable Stools Legs jointed with Dining Table bottom support SS 16 swg 35mm dai. round pipe with half stopper socket. All complete as per direction of Officer In-charge.	1800x750x750	Each	20	Fabricated		
Total Amount (A) in Figure								
Total amount in words.....								
(a) GST @ .....% included in above cost								

## UNDERTAKING BY THE 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 : \_\_/\_\_/\_\_\_\_

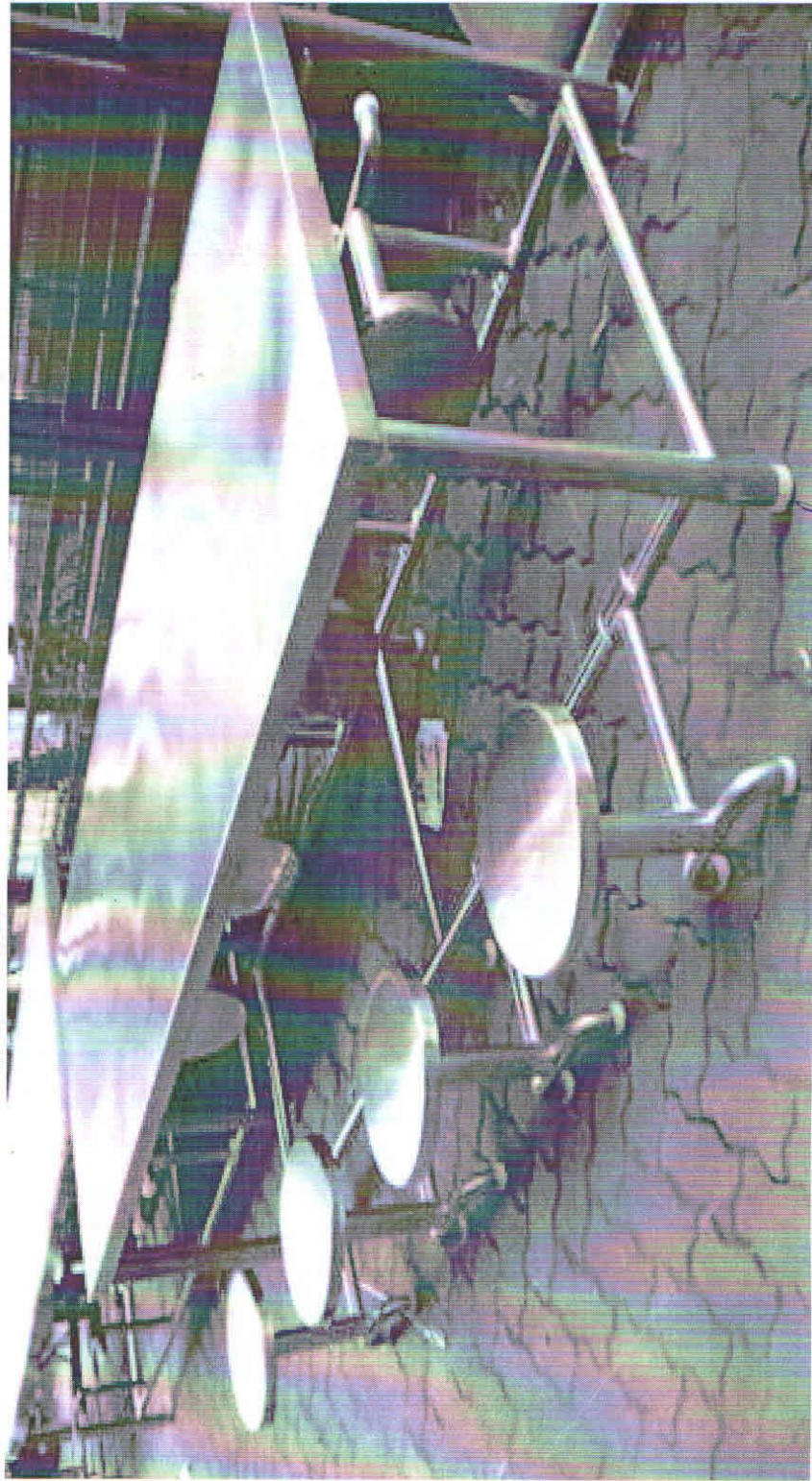
Place :

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.

Photo of  
8/6 Seater Stainless Steel Dining Table  
with attached 2 legs type foldable Stool

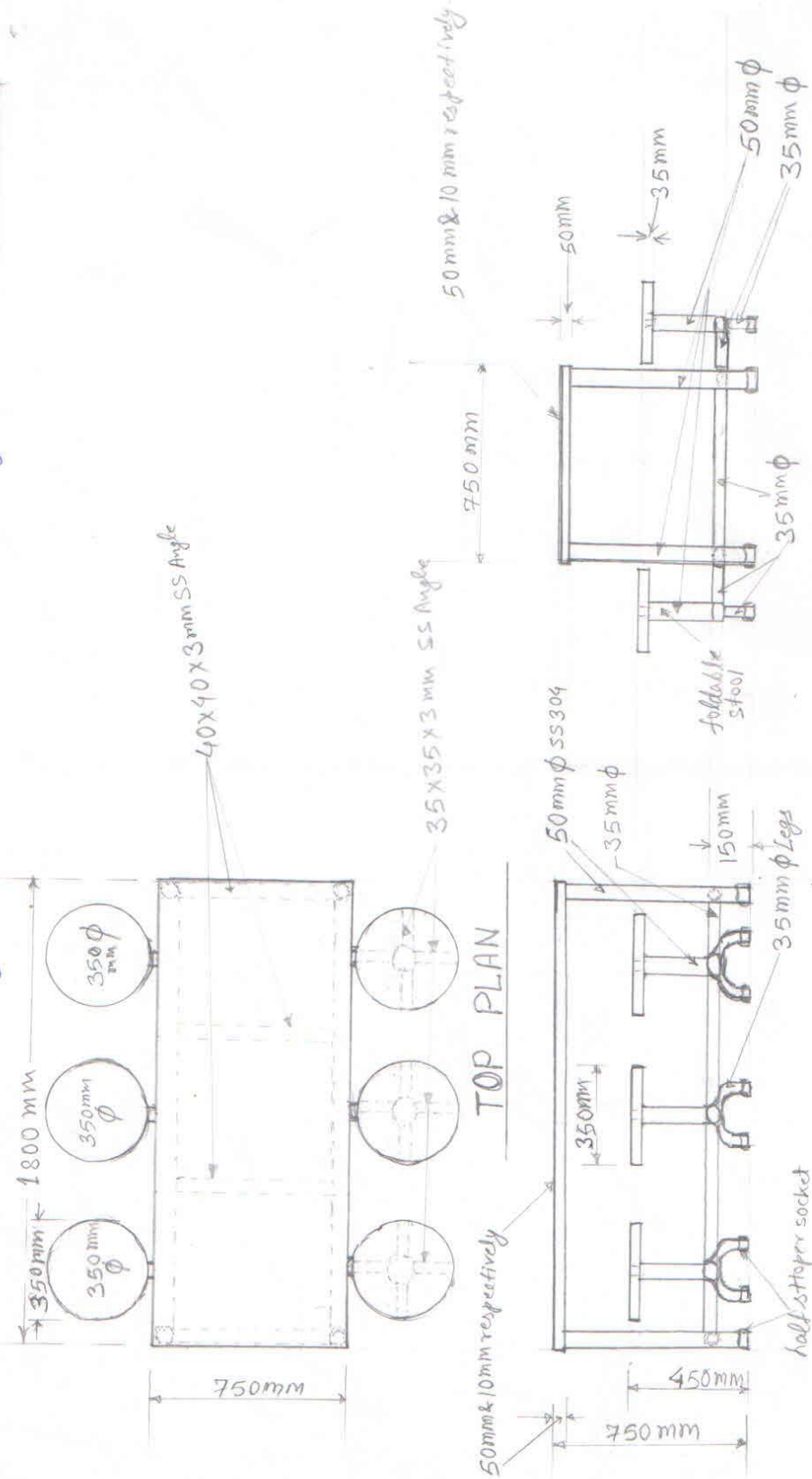


8

Signature

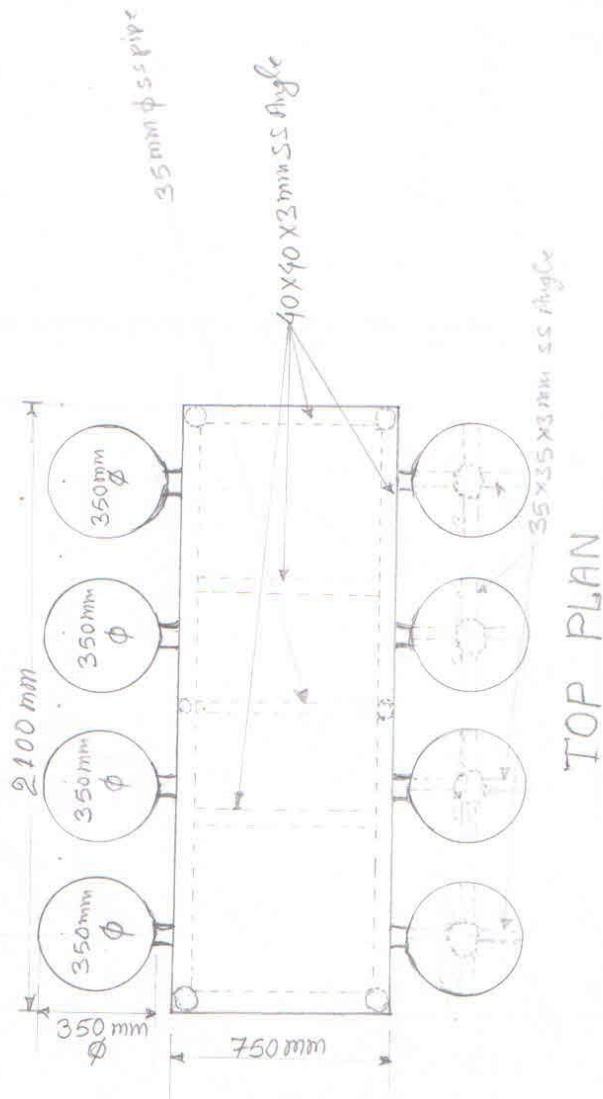


# 6 Seater SS. Dining Table with attached 2 legs foldable stool

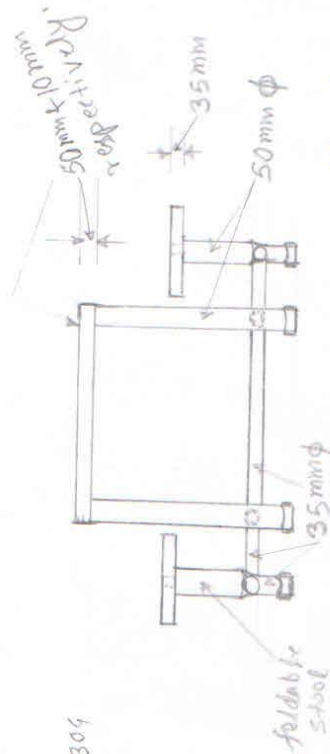
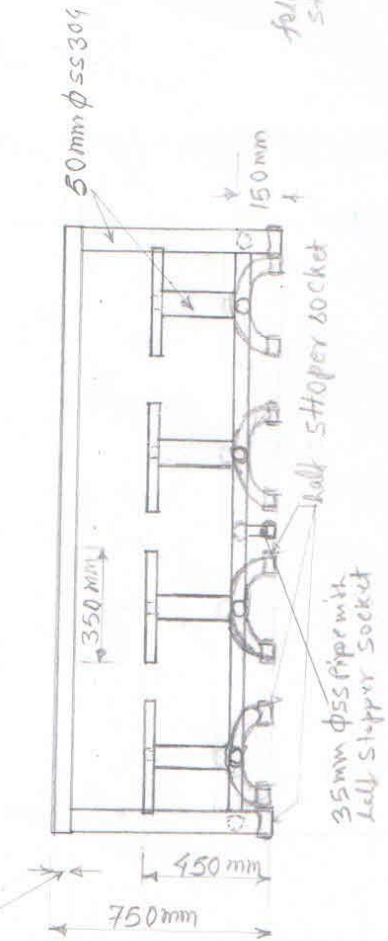


AS per

8 Seater SS Dining Table with attached 2 legs foldable stool.



50 mm  $\times$  10 mm respectively



ASingh

