CENTRAL UNIVERSITY OF SOUTH BIHAR

(Notice Inviting Quotation)

Central University of South Bihar, sealed item rate tenders are invited from manufactures (or their 'authorized' dealers) for the following items for its **PATNA CAMPUS.**

Sr. No.	Tender no.	Item Description & quantity of the item	Estimated cost
1.	CUSB/PROJECT/RP-41/01/2017-18 Dated: 16/08/2017	Rotary Evaporator - 1 No.	Rs. 6,19,500/-

The tender documents (non-transferable) along with detailed specifications and terms & conditions (available on) can be obtained from CUSB website **www.cusb.ac.in.** Forms can be downloaded and used. Note the following important dates.

1. Date of commencement of Tender : **16/08/2017**
2. Last date and time for receipt of Tender Document : **12/09/2017 up to 5.00 pm.**

Date: 16/08/2017 (PI)

ANNEXURE-2

CENTRAL UNIVERSITY OF SOUTH BIHAR

(NOTICE INVITING TENDER)

PI On behalf of Central University of South Bihar, sealed item rate tenders from manufactures (or their 'authorized' dealers by submitting letters/certificates, in original, from the manufacturers that they have been authorized to quote in response to this NIT) for the following items are invited:

Sr. No.	Tender no.	Item Description & quantity of the item	Estimated cost
1.	CUSB/PROJECT/RP-41/01/2017-18 Dated: 16/08/2017	Rotary Evaporator - 1 No.	Rs. 6,19,500/-

The Tender Documents for items will be on two-Bid System consisting of Technical Bid and Price Bid. The Tender Documents will be submitted item-wise in two separate sealed covers clearly mentioning on the envelope the details of items for which bid is submitted. Any firm may bid for any number of items against the purchase of Tender Document but each offer must be item-wise in two bid cover enclosing item-wise EMD with Technical Bid.

The tender documents (non-transferable) along with detailed specifications and terms & conditions (available on) can be obtained from CUSB website **www.cusb.ac.in**. Forms can be downloaded and used along with payment of non-refundable tender price as mentioned below. The Tender price may be paid in the form of Bank Draft in favour of **Central University of South Bihar payable at Patna.**

a) Price of Tender Document: **Rs. 500/-** (five hundred, Non-refundable)
b) Date of commencement Tender : **16/08/2017**
c) Last date and time for receipt of Tender Document : **12/09/2017 up to 5.00 pm.**
d) The tender should be addressed to the undersigned and should be delivered in person or sent by registered post so as to reach the University on/before **12/09/2017 up to 5.00**. No tender will be accepted after the due date and time.

All Tender Documents must be accompanied by the Bid Security Form/Earnest Money Deposit of Rs. 15000.00 (Refundable). The Earnest Money Deposit is to be paid in the form of Bank Draft in favour of the **Central University of South Bihar** payable at Patna. The Bid Security Form/Earnest Money Deposit Bank Draft must be enclosed with Technical Bid. The details of Bank Draft Number of Earnest Money Deposit must be endorsed on top of envelope containing Technical Bid (EMD must be submitted separately for each item).

The University shall not be responsible for any delay in receiving Bids/sending of Tender Document by post.

The University reserves the right to accept or reject any bid, without assigning any reason thereof. No correspondence in this regard will be entertained.

Earnest Money shall be forfeited in case it is found at any stage that information/particulars regarding supply of tendered item(s) are false.

Date: 16/08/2017

(PI)

ANNEXURE-II (A)

Notice inviting Quotations for Rotary Evaporator

Specification of Rotary Evaporator to be purchased in the SERB-DST funded Project CUB/RP/41

SPECIFICATION FOR ROTARY EVAPORATOR

1	Height adjustment	Motorized, Vertical/horizontal Condenser
	Rotation speed	20-280 rpm or better
2	Evaporating Flask volume	Suitable for 50ml to 5000ml Evaporating Flasks or 5 liters Single piece Vapour Tube, Integrated Clamp for Evaporation Flask
3	Rotation speed setting	LED display and drive controlled electronically Direct control of vacuum through vacuum controller
4	Total Power	1350 W
5	Temperature range heating bath	20-210^{o}C with accuracy:± 1^{o}C
6	Over heat protection bath	cut off at 5^{o}C over set temperature via separate PT 100
7	Bath temperature setting	Digital LED display
8	Heating bath	Volume 4.L or better
9	Sealing Ring	PTFE with minimum 5 years warranty
10	Power supply	230V AC, 50Hz
11	Re-circulation Chiller	Temperature Range: -20^{0} C to Ambient with a Temperature stability of ±1C
12	Pump Flow max.	18L/min with cooling power:800 W @15^{o}C or better Diaphragm Vacuum Pump with Optimized vacuum even with gas ballast
13	Lower vibration with Noise level	45 Dbor better
14	Ultimate vacuum	≤10mbar, Max back pressure – 1 bar with Max pumping speed – 1.8m3/h
15	Supply voltage	230V AC, 50 HZ.

Note-1 1-Total budget is inclusive of all charges (CST, Sales tax, Custom Duty, VAT, Road Permit, Road tax, transport, Insurance and installation etc.)
:The road permit charges, if any, shall be bear by the supplier
: DSIR certificate may provide on request

Note-2 The Bidder/Vendor should have their local presence in Bihar.
The bidder should have ISO 9001 & 10002 certificate.

ANNEXURE – 3

TENDER DOCUMENT FOR ROTARY EVAPORATOR

BID REFERENCE	CUSB/PROJECT/RP-41/01/2017-18 Dated: 16/08/2017
DATE OF COMMENCEMENT OF BIDDING	16/08/2017
LAST DATE AND TIME FOR RECEIPT OF BIDS	12/09/2017 up to 5.00 p.m.
ADDRESS FOR COMMUNICATION	Dr. N. L. Devi Assistant Professor Centre for Environmental Sciences Central University of South Bihar BIT Patna Campus P.O.: B. V. College Patna – 800014 Contact Number: +919431693017

TENDER DOCUMENT FOR ROTARY EVAPORATOR

INVITATION FOR BIDS

1. Sealed bids in two parts (techno commercial unpriced & priced bids) are invited from eligible bidders for the following

Sr. No.	Tender no.	Item Description & quantity of the item	Estimated cost
1.	CUSB/PROJECT/RP-41/01/2017-18 Dated: 16/08/2017	Rotary Evaporator - 1 No.	Rs. 6,19,500/-

2. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of the **(PI), CUSB Patna.**

3. Each set of tender documents (non-transferable) along with detailed specifications and terms & conditions (available on) can be obtained from **CUSB website www.cusb.ac.in**. Forms can be downloaded and used along with payment of non-refundable tender price as mentioned below. The Tender price may be paid in the form of Bank Draft in favour of **Central University of South Bihar payable at Patna.**

3. All bids must be accompanied by earnest money deposit as specified above and must be delivered to the above office up to 5.00 pm of 12/09/2017

4. The University reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons therefore.

5. This Tender Document contains the following:

   A. Instructions to Bidders
   B. General conditions of contract
   C. Tender form (Techno commercial unpriced Bid)
   D. Tender form (priced Bid)
   E. Check-list for Bid/Tender submission
   F. Bank guarantee form

TO BE RETURNED ALONGWITH THE OFFER

CERTIFICATES

WE CERTIFY THAT:

1. We will not sell the product (s) to other institutions, bodies and also in the market on the rates less than the prices quoted by us to the University.

2. The goods on which Sales Tax has been charged are not exempted for payment of Sales Tax under C.S.T. Act or Bihar VAT Act or the rules made there under and the amount mentioned on account of Sales Tax on goods is not more than what is payable under the provisions of the relevant Act or Rules made there under.

3. The rate of Excise Duty mentioned in the quotation is in accordance with the provisions of the rules in all respects and the same is payable to the Excise Authorities in respect of the stores.

4. The goods / Stores / articles offered under the rate contract shall be of the best quality and workmanship and their supply be strictly in accordance with the technical specifications and particulars as detailed in the quotation and also certificate of quality control system attached.

5. The information furnished by us in the quotation are true and correct to the best of our knowledge and belief.

6. We have read and understood the rules, regulations, terms and conditions of rate contract as applicable from time to time and agree to abide by them.

Authorized Signatory
(Seal)

CENTRAL UNIVERSITY OF SOUTH BIHAR

TECHNICAL BID PROFORMA

NIT No.: CUSB/S&P/Law/Tender/ /2017-18, Dated: / /2017

Tender for Supply & Installation of Various Equipments.

1. Name of the Organization _____

2. a) Head Office / Registered Office _____

_____

_____

_____

Telephone No/mobile No. _____

Fax No. _____

Email _____

Web site (if any) _____

Date of Establishment _____

Branch Office in Patna , 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 Trade License
e)	Public Sector	☐ Trade License

6. Nature of Business (tick the relevant)

Manufacturing		Service		Dealership	
Stockist		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 Equipment's		**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 (Sl. No.)
2015-16		

2014-15		
2013-14		

8. **Commercial Information (Enclose Attested Copy wherever Applicable)**

S.No.	Information	Details		Annexure (Sl. No.)
1	GST Regn, No.			
2	CST / VAT Regn. No.			
3	State ST Regn. No			
4	TIN No.			
5	Excise Registration No. Trade / Factory License No.			
6	Service Tax Regn.No.			
7	PAN No.			
8	Details of Registration Certificate with DGS&D/NCCF			
9	SSI/NSIC Certificate			
10	Current dealership agreement with Principal Letter No. / Date / Valid up to (Enclosed copy)			
11	Relevant IISI/ SO Certificate, if any			
12	Bank Details : Account No.			
13	Name of Bank & Branch			
14	IFSC Code			
15	Details of Tender Fee	Amount:	DD Details:	Name of the issuing Bank & Branch
16	Details of EMD	Amount:	DD Details:	Name of the issuing Bank & Branch
17	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:.....

INSTRUCTIONS TO BIDDERS

A. Introduction

1. Qualification criteria/ Eligible Bidders

1.1 This Invitation for Bids is open to all manufacturers & their dealers authorized to quote in response to this NIT.
1.2 Copies of valid Central/State sales tax registration certificate, Income tax clearance certificate, proof of manufacturing unit/dealership & general order suppliers and copies of two major supply orders valuing more than Rs. 20000/- executed during the preceding two years for Govt. depts. /PSUs and Central Autonomous bodies have to be submitted.

2. Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

3. Cost of Bidding Documents

Interested eligible bidders may purchase the bidding documents on payment of the cost of bidding documents as indicated in the invitation for bids. The cost of bidding documents should be submitted in the form of a Demand Draft in favour of the Registrar, Central University of South Bihar payable at Patna.

4. Content of Bidding Documents

4.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
(a) Instruction to Bidders (ITB);
(b) General Conditions of Purchase (GCP);
(c) Tender form (technical bid).
(d) Tender form (financial bid)
4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

5. Amendment of Bidding Documents

5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
5.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing, which will be binding on them.
5.3 In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

6. Language of Bid

6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language.

7. Documents Comprising the Bid

7.1 **Techno commercial unpriced bid and priced Bids:** The bids are to be submitted in two parts in separate sealed envelopes i.e. Techno commercial unpriced bid and priced Bids.
(a) Techno commercial unpriced bid along with Earnest Money Deposit (EMD) as shown in invitation to bids may be submitted either through Bank Guarantee valid for the duration of contract as per enclosure to the bidding documents or by a demand draft of Nationalised Bank in favour of the **CUSB payable at Patna**. If the EMD is not received along with the technical bid, such bid will not be considered. The samples of all the items shown in the schedule of requirements of each tender should also accompany the techno commercial unpriced bid in a separate sealed envelope
(b) Priced bid.
7.2 **Techno commercial unpriced bid:** The Techno commercial unpriced bid prepared by the bidder shall be provided in the following Model Response format :

Model Response format

(a) Standing of each Bidder Manufacturer/Dealer and past experience in supply of the material (certificates to be enclosed), proof of manufacturing Unit/Dealership letter and general order supplier.
(b) List of other Govt. Departments , Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a certificate regarding the satisfactory performance of the contract.
(c) Copy of the audited balance sheet of the vendor for the previous financial year indicating the turnover in supply of the material.

(d) Details of Permanent Account Number and latest income tax clearance certificate.
(e) Details of S.T. No. along with a copy of certificate to be attached.

(f) Submission of samples if required, for all items indicated in the schedule of requirements. The make of items proposed to be supplied should be indicated in the format of the schedule of requirements and submitted along with the techno commercial un priced bid without indicating the pricing components.

7.3 Priced Bid

The priced bid shall comprise the techno commercial bid along with the price component indicating the Unit prices for each and every item indicated in the schedule of requirements.

(a) The prices quoted must be net per unit as shown in the Schedule and must include all charges for delivery at the designated stores.

(b) The rate must be stated for each item separately both in words and figures. If there is a discrepancy between the price quoted in word and figures the higher price quoted will be treated as final.

(c) The price quoted by the tenderers should be exclusive of Excise Duty & Sales Tax. However, the Excise Duty & Sales Tax payable should be quoted separately in the schedule enclosed.

(d) Quoted prices should be firm and inclusive of octroi, freight and forwarding charges, handling charges, loading and unloading charges, insurance charges etc.

(e) The prices once accepted by the University shall remain valid till the successful execution of the order and till supplies are fully effected and accepted or 12 months from the date of acceptance of tender whichever is later. The University shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/excise duty. The quantity given in the schedule is approx annual requirement, which can be reduced or increased by 50%.

NOTE

1. THE TWO BIDS (BOTH TECHNO COMMERCIAL UNPRICED BID) ALONG WITH EARNEST MONEY DEPOSIT (EMD) AND SAMPLES (IF REQUIRED) AND THE PRICED BID SHOULD BE SUBMITTED SEPARATELY FOR EACH TENDER.

2. CONDITIONAL BIDS WILL NOT BE ACCEPTED

8. Bid Prices

8.1 The Bidder shall indicate on the Schedule of requirements, the unit prices of the goods it proposes to supply under the Contract and enclose it with the priced bid.

8.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) the prices quoted must be net per unit as shown in the schedule of requirements and must be include all charges for delivery at the designated stores.

(ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;

8.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

9. Bid Currencies

9.1 Prices shall be quoted in Indian Rupees only. In case of direct import the prices may be indicated in the foreign currency. The University may, at its discretion, arrive at approximate Rupee equivalent on the basis of exchange rate on the date of opening of price bid.

10. Period of Validity of Bids

10.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify the bid.

10.3 Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

D. Submission of Bids

11. Sealing and Marking of Bids

11.1 The outer envelope containing Techno commercial unpriced bid along with EMD & samples, if required, and priced bid shall be addressed to Registrar, Central University of South Bihar and shall indicate tender number and due date.

11.2 The inner envelope shall indicate the name and address of the bidder, tender number due date and contents i.e. "Techno commercial unpriced bid along with EMD" and "Priced bid".

11.3 If the outer envelope is not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

12. Deadline for Submission of Bids

12.1 Bids must be received by the Purchaser at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the
next working day.

12.2 The Purchaser may, at his discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13. Late/Delayed Bids

13.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to Clause 5 of invitation of bids will be rejected and/or returned unopened to the Bidder.

14. Modifications and Withdrawal of Bids

14.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

14.2 The Bidder's modification or withdrawal notice shall be prepared, marked and dispatched in a sealed envelope. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

14.3 No bid may be modified subsequent to the deadline for submission of bids.

14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

E. Bid Opening and Evaluation of Bids

15. Opening of Techno commercial unpriced Bids

15.1 The purchaser will open all techno commercial unpriced bids in the first instance.

16. Clarification of Bids

16.1 During evaluation of the bids, the purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

16.2 No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the University it should be done in writing.

16.3 Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

17. Evaluation of Techno commercial unpriced Bid

17.1 Prior to the detailed technical evaluation, the purchaser will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations.

17.2 The purchaser will reject a bid determined as not substantially responsive.

17.3 The bidders may be called for discussion and may be allowed to modify their technical bids to suit the organization's requirement. The idea is to arrive at a threshold level of acceptability above which all the bidders shall be treated on par. Those whose technical specifications do not reach the threshold level of acceptability shall be rejected as technically unsuitable.. The price bids of the bidders who finally emerge as technically acceptable shall be opened, evaluated and the contract awarded to the lowest evaluated bidder.

17.4The bidders short-listed by the purchaser based on evaluation of their technical bids may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

18.Opening of Priced Bids

18.1 The Purchaser will open the Priced Bids of only those bidders whose techno commercial bids have been found to be substantially responsive.

18.2 The priced Bids of the technically qualified bidders shall be opened by the tender committee.

19. Evaluation and Comparison of priced Bids

19.1 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. If the Vendor does not accept the correction of errors, its bid will be rejected

19.2 Bidders shall state their bid price for the payment schedule outlined in the Clause14 of General Conditions of Contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The purchaser may consider the alternative payment schedule offered by the selected Bidder but it may not be binding on the purchaser.

19.3 The purchaser, at its option may ask some more bidders to match the rates of the lowest bidder for creating parallel suppliers.

20. Purchasers right to accept any bid and to reject any bid or all bids

20.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

21 Award Criteria

21.1 Subject to Clause 19, the purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

22. Notification of Award

22.1 Prior to the expiration of the period validity, the purchaser will notify the successful Bidder in writing by letter or by fax, to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted.

23. Factors Affecting the Award of Supply

23.1 The bidder should have its own Contract support facilities. The support facilities should be fully owned and managed by the bidder.

23.2Conformity with the Request for Bid/Tender required and conditions.

23.3The assessment based on the response to Model Response Outline.

23.4The assessment of the capability of the bidder to meet the terms and conditions.

23.5 The bidders must have executed similar orders, for which the bidder is quoting, as indicated in clause1 for Govt./Semi-Govt./Autonomous Organizations.

23.6 The cost and the discount offered, if any.

GENERAL CONDITIONS OF PURCHASE

1. Definitions

1.1 In this Purchase, the following terms shall be interpreted as indicated:

(a) "The order" means the agreement entered into between the Purchaser and the Supplier including all the attachments and appendices and all documents incorporated as per notification of award.

(b) "The Purchase Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) "The Goods" means all the items, which the Supplier is required to supply to the Purchaser under the Contract;

(d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services training and other obligations of the Supplier covered under the Contract;

(e) "GCP" means the General Conditions of Purchase contained in this section.

(f) "The Purchaser" means the organization purchasing the Goods i.e **CENTRAL UNIVERSITY OF SOUTH BIHAR, PATNA.**

(g) "The Purchaser's country" is India.

(h) "The Supplier" means the individual or firm supplying the Goods and Services.

(i) "Day" means calendar day.

2. Application

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

3. Standards

3.1 The Goods supplied under this Purchase shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned Institution.

4. Use of Purchase Documents and Information

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Purchase, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. Patent Rights

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Submission of the bids.

6.1 All bids complete in all respect must reach the purchaser within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders/delayed bids and tenders received without earnest money etc. shall be rejected.

7. Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5 Nothing in GCP Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8. Consequences of rejection

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

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

9. Packing

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

10. Delivery and Documents

10.1 The Supplier shall make delivery of the Goods within 40 days from the placement of purchase order in pursuance of the notification of award. The purchase order would be placed after assessing the requirements on quarterly basis. However, the supplier shall also arrange to execute all orders on priority basis which would be placed to meet any emergent requirements.
10.2 In case the purchaser decides to conclude parallel rate contracts, then the requirements would be split on different firms on equitable basis as per the discretion of the purchaser.
10.3 The delivery of Stores shall be affected at the premises of the University free of all delivery charges and within the stipulated time and as may be elucidated in the confirmed order, accompanied by a delivery challan. No extension of time for delivery of Stores shall normally be accorded.
Time and date of delivery – the essence of the contract: The time for and the date of delivery of the stores stipulated shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) specified.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be obtained by the suppliers in an amount equal to 110% of the value of the goods from " warehouse to warehouse" (final destinations) on "all risks" basis including war risks and strikes.

12. Transportation

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

13. Warranty

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

14. Payment

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

15. Prices

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

16. Change Orders

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

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

17. Contract Amendments

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

18. Assignment

18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

19. Subcontracts

19.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

20. Delays in the Supplier's Performance

20.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser as per GCP clause 10.
20.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
20.3 Except as provided under GCP Clause 23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to GCP Clause 21, unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages.

21. Penalty

21.1 Subject to GCP Clause 23, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 22.

22. Termination for Default

22.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
(a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser pursuant to GCP Clause 20; or
(b) If the Supplier fails to perform any other obligation(s) under the Contract.
(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
'For the purpose of this Clause:
"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
"Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"
22.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

23. Force Majeure

23.1 Notwithstanding the provisions of GCP Clauses 20 & 21, the Supplier shall not be liable for imposition of liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

23.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

23.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. Termination for Insolvency

24.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

25. Termination for Convenience

25.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

25.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.

26. Resolution of Disputes

26.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

26.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

26.3 In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

27. Governing Language

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

28. Applicable Law

28.1 The contract shall be governed by the Law of Contract for the time being in force.

28.2 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

28.3 Jurisdiction of Courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.

28.4 One month notice will be given by either party for termination of Contract during the tenure of Contract for breach of Clause or otherwise.

28.5 All disputes in this regard shall be under Patna jurisdiction.

29. Taxes and Duties

29.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

30. The road permit charges, if any, shall be beared by the supplier.

TENDER FORM

(Techno commercial unpriced Bid)xc

(On the letter head of the firm submitting the bid)

Tender No.....

To

The _____

_____

_____

Dear Sir,

1. I/We hereby offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 90 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.
2. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply t he goods strictly in accordance with the specifications and requirements.
3. A crossed Bank Draft in favour of the Registrar, CUSB for Rs. .....
(Rupees.....only) as Earnest Money is enclosed. The Draft is drawn on
.....Bank payable at Patna
4. The following have been added to form part of this tender.
(a) Samples of items quoted for, as per instructions provided in the schedule of requirement.
(b) Schedule of requirements, quoting the make only duly signed and stamped.(without indicating price)
(c) Income Tax clearance certificate.
(d) Copy of last audited balance sheet.
(e) Copy of Valid Central/State sales tax registration certificate.
(f) Copy of relevant major purchase orders valuing mare than Rs. 20000/- executed during last two years for Govt. Deptts., PSUs & Central Autonomous bodies..
(g) Proof of manufacturing Unit, dealership certificate/general order suppliers .
(h) Statement of deviations from financial terms & conditions, if any.
(i) Any other enclosure. (Please give details)
5. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
6. Certified that the bidder is:
A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,
Or
A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
Or
A company and the person signing the document is the constituted attorney.
(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).
7. We do hereby undertake, that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.

Yours faithfully,

(Signature of bidder)

Dated this day of _____

Address:.....

.....

.....

Telephone:_____

FAX_____

E-mail_____

Company seal

Tender Form

(Priced Bid)

(On the letter head of the firm submitting the bid document)

To

The _____

_____

Ref: Tender No ..... Dated---------

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.

We do hereby undertake, that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges net F.O.R University. We enclose herewith the complete Financial Bid as required by you. This includes:

Price Schedule as per schedule of requirement.

Statement of deviations from financial terms and conditions.

We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorised to sign the bid document.)

We do hereby undertake, that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of_____

Signature of Bidder

Details of enclosures

Full Address:

Telephone No.

Fax No.

E-mail:

COMPANY SEAL

Checklist for Bid/Tender Submission

The following check-list must be filled in and submitted with the bid document:

Pre-qualification Bid

1. Was the bid document issued to you? Yes/No
2. Have you attached the techno commercial unpriced bid form duly filled in appropriately ?

Yes/No

3. Have you attached a copy of the last audited balance sheet of your firm Yes/No
4. Have you attached the details of the income tax clearance certificate, proof of manufacturing unit/ dealership letter/general order suppliers and copy of Central/State sales tax registration certificate(as per clause 1.2 of ITB)

Yes/No

5. Have you attached the copies of relevant work orders from Govt. Deptt/PSUs and Central Autonomous Bodies.(as per clause 1.2 of ITB)

Yes/No

6. EMD: Have you submitted EMD asked for- Yes/No
7. Have you submitted samples of all items indicated in the respective schedule of requirements.

Yes/No

8. Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial unpriced bid (as per clause 6 of ITB).

Yes/No

9. Have you submitted the bids both techno commercial unpriced and priced bid separately for each tender?

Yes/No

10. Have you enclosed the statement of deviations from financial terms and conditions, if any?

Yes/No

Priced Bid:

1. Have you signed and attached the priced bid form. Yes/No
2. Have you attached the schedule of requirements duly priced Yes/No