



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

Tender Ref. No. - CUSB/GEOL/RP-109/T/01/2024-25,

Date: 5/02/2025

Notice Inviting Tender (NIT) BID

Subject: Supply & Installation of precision Rock and Ceramic Cutting Machine and accessories.

Central University of South Bihar Gaya invites NIT Tender proposals for **Supply & Installation of precision Rock and Ceramic Cutting Machine and accessories** as per details mentioned in **Annexure – ‘A’** from the Manufacturer or its Authorized Distributor. You are requested to kindly send the quotations/ proposals latest by **25/02/2025 till 4:00 PM** to the below mentioned address **by registered post / speed post /in drop box (Tender Box):**

To,
Dr. K. Milankumar Sharma
Department of Geology
(Tender Document)
Central University of South Bihar
SH-7, Gaya- Panchanpur Road,
Village- Karhara, Post- Fatehpur,
P.S- Tekari, District- Gaya (Bihar)
PIN- 824 236

Email – milankumar@cusb.ac.in

Mobile - 8146501688

Website- www.cusb.ac.in

CPP Portal web site:

www.eprocure.gov.in/epublish/app/epublish/app



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

Index for Tender Form

Sl. No.	Details	:	Deadline
1.	Tender Notice No.	:	CUSB/GEOL/RP-109/T/01/2024-25, Date: 5/02/2025
2.	Name of work	:	Supply & Installation of precision Rock and Ceramic Cutting Machine and accessories at Central University of South Bihar, Gaya, Bihar
3.	Tender Fee	:	Rs. 500/- in shape of Demand Draft
4.	Earnest Money Deposit	:	Rs. 16,000/- in shape of Demand Draft/ Bank Guarantee/ Fix Deposit in favour of Central University of South Bihar payable at GAYA .
5.	Start of submission of Bids	:	5/02/2025
6.	Last date and time for receipt of Bids	:	25/02/2025 by 4:00 PM
7.	Place of opening of Bids	:	CUSB Panchanpur, Gaya

Note: Prospective bidder may visit the site to understand the location, nature of items before submission of bid.

Tender documents will be on **two-bid system** and must be accompanied by the Tender Fee (Non-refundable and Earnest Money Deposit (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 Gaya.

Tender documents should be kept in these forms:

Envelop -A	EMD & Tender Fee
Envelop-B	Technical bid with all requisite certified documents and credentials along with un-filled (blank) financial bid.
Envelop-C	SOQ-cum-Financial Bid



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

Notice Inviting Tender (NIT)

Sl. No.	Description of Goods	Estimated Cost (Rs.) (Including GST)	Earnest Money to be Deposited	Last date & time of submission of Tender document	Time & date of opening of Tender	Time allowed for completion of delivery and installation
1	Precision Rock and Ceramic Cutting Machine and Accessories	Rs. 800000/-	Rs. 16000/-	25/02/2025 4.00 p.m.	25/02/2025 4.30 pm	6 weeks after issuing purchase order/work order



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF TENDER

1. The bidder shall quote his rates keeping in mind the specifications as in Annexure – ‘A’ for precision Rock and Ceramic Cutting Machine and accessories, terms and conditions etc. and nothing shall be payable extra whatsoever, unless otherwise specified in the Financial Bid/BOQ.
2. The bidder whose tender is accepted shall also furnish performance guarantee of 10% or as per the latest updates of the tendered amount in addition to the other deposits mentioned elsewhere in the contract for proper performance of the supplied item. The performance guarantee shall be in the shape of DD/BG/FDR in favour of **Central University of South Bihar** payable at **GAYA**.
3. **Tender Eligibility:**
 - (i) **Financial:**

The firms should have an average annual financial turnover of at least of Rs. 25 Lakhs during the preceding last 3 (three) consecutive financial year from 2023-24.
 - (ii) **Physical:**

Copy of order for 03 (three) similar supply in Central Government / State Government/ PSU/ Central or State Universities/ Educational Institutions/Reputed Private Companies out of which at least 01 (one) must having cost Rs. 05 Lakhs.
 - (iii) Successful bidder should not spilt/sublet any portion of supply to other bidders/ agencies prior to approval to the Principal Employer.
4. Duly signed/sealed all pages of tender documents is required to be delivered at Central University of South Bihar, by Registered Post/ Speed Post/By Hand (to be submitted in Tender Box) to reach on or before **25/02/2025 by 4:00 PM**. The Technical Bids will be opened at CUSB, Gaya in presence of the tenderers or their authorized representatives, who wish to attend.
5. The tenderer shall quote for the materials to be supplied at CUSB Gaya as per detailed specifications as given in the tender document.
6. For any clarification and doubt related with the Tender, tenderer may email their queries to milankumar@cusb.ac.in or may contract to **Mobile No.- 8146501688**
7. The language used shall be English. In case any information is given in foreign language, then translated (in English) copies of those pages must be enclosed, failing which the tender will be disqualified.
8. The tender shall be submitted in three separately sealed envelopes marked as “A”, “B”, & “C” and all three envelopes shall contain in one big envelope superscribed Tender Name and Tender Number along with Sender & Received full address with Mobile No./Email Address.
9. **ENVELOPE ‘A’ (Earnest Money & Tender Cost)**

The tender shall be accompanied by the cost of the tender document for **Rs. 500/-** (Rupees Five Hundred only) in the form of Demand Draft failing which the tender will not be accepted.

Tender must also be accompanied by EMD of **Rs. 16000/-** (Rupees Twenty-five Thousand only) in the form of Demand Draft/Bank Guarantee/FDR 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’**.

Note - EMD is not required for bidders who are exempted in terms of **MSME**, Govt. of India guidelines. However, they are required to furnish requisite certificate(s) in this regard issued by the Competent Authority with proper validity and area of specifications.
10. **ENVELOPE ‘B’ (Technical Bid Document)**

Being an open bid , only **Manufacturer or distributors authorized** by the original manufacturer to supply the goods, should establish their credentials by giving valid documentary evidences of similar supplies



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

executed in India. Manufacturer Authorization Certificate must be submitted for supply of goods with the bid documents.

Checklist for Envelope 'B'

- i. Manufacturer Authorization Certificate must be submitted if OEM directly not participates in the bid. Without MAF, participation of distributor shall liable to be rejected.
- ii. GST Registration Certificate
- iii. Copy of PAN Card.
- iv. Attested copy of Registration Certificate/ Incorporation Certificate/ Registered Partnership Deed of firm must be submitted.
- v. Three copies of Supply Orders along with self-attested list of present clients along with their contact numbers as evidence in respect of the supply executed of similar item(s) as demanded in Physical Eligibility Criteria.
- vi. Experience Certificates of satisfactorily completion of at least three similar nature work in last five years.
- vii. ITR of last 03 financial years
- viii. Audited copy of Annual Accounts and Certificate by Registered Chartered Accountant for turn-over of last 03 financial years as requisite in Financial Eligibility Criteria.
- ix. Any product manuals of the quoted item.
- x. No blacklisting certificate.
- xi. All pages of tender document duly signed & sealed by the tenderer on each page as a acceptance of tender clauses included un-filled financial bid.

11. ENVELOPE 'C' (Financial Bid Document)

The **Envelope 'C'** shall contain the tender documents and information related to the schedule of quantities quoting the rates per Unit/Price etc. of the item pertaining to the Financial Bid on the Financial Bid document, issued by CUSB, along with the tender document.

The Financial Bid should be submitted separately in separate Envelope-C clearly mentioning the Financial Bid along with tender number on top of the Envelope.

12. All columns shall be duly filled in with specific information on the cost involved.

13. The rates for the items shall be quoted in Indian Rupees only.

14. The Tenderer should clearly mention in all the three envelopes (i.e. A, B and C) along with tender number and clear description of the items for which the offer is being quoted. If any discrepancy is observed the offer would be treated as non-responsive and would be rejected out rightly.

- **Envelope 'A'** (Earnest Money & Tender Cost),
- **Envelope 'B'** (Technical Bid Document), and
- **Envelope 'C'** (Financial Bid Document), shall be in separate sealed envelopes, each marked as "Envelope 'A', Envelope 'B' and 'Envelope 'C', respectively.
- **All the three envelopes shall be submitted together in another big envelope sealed and super-scribing thereon Tender for "Supply & Installation of precision Rock and Ceramic Cutting Machine and accessories" along with Tender Number and Name of the item quoted in the bid.**
- **The envelope should be addressed to:** Dr. K. Milankumar Sharma, Department of Geology, (*Tender Document*), Central University of South Bihar, SH-7, Gaya - Panchanpur Road, Village - Karhara, Post- Fatehpur, P.S. Tekari, District - Gaya (Bihar) PIN - 824236.
- The envelope marked **Envelope 'B'** of only those Tenderers shall be opened, whose earnest money &



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

tender cost are placed in the **Envelope 'A'** and found to be in order. In case of waiver of the charges, relevant documents shall be submitted in **Envelope 'A'**.

- The Tender Evaluation Committee will evaluate the Technical Bids and is fully authorized to reject any incomplete tender or on its satisfaction that the requirements are not met for the complete need of the CUSB with regard to the Committee. The decision of the Tender Evaluation Committee shall be final. Only those Technical Bids cleared by the Tender Evaluation Committee shall be eligible for consideration of Price Bid. Those successful Tenderers for whom the **Envelope 'C'** (Price Bid) is to be opened shall be duly intimated.

15. Clarification on Tender Documents

During evaluation of tenders, the University authorities/ committee may at its discretion ask the Tenderer for any clarification(s) if so deemed fit. The request for clarification and the response shall be in writing. However, the Tenderer is not permitted to alter the price(s) furnished in the Price Bid (**Envelope 'C'**).

16. The amount of Earnest Money Deposit (EMD), in case of successful Tenderer, shall be refunded on successful completion of delivery/installation. However, EMD of unsuccessful Tenderers will be refunded after the award of the contract to the successful Tenderer.

17. The CUSB, does not bind itself to accept the lowest or any other tender, and reserves the authority to reject any or all the tenders received without assigning any reason. Tenders not in compliance with any of the prescribed conditions or incomplete in any respect or in presence of any correction not duly dated, initialed by the Tenderer will be liable to be rejected. However, the final decision for accepting or rejecting any or all tenders will be in the sole discretion of Vice Chancellor, CUSB.

18. Tender shall remain open for acceptance for a period of **90 days** from the date of opening of the tenders. If any Tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to CUSB, then CUSB, shall without any prejudice to any other right or remedy, be at liberty to forfeit full earnest money, absolutely. The decision of Vice Chancellor, CUSB in this behalf shall be final and binding on the Tenderer.

19. The notice Inviting tender shall form a part of the contract document.

20. In case of any dispute, all cases shall be processed under judiciary of Gaya Court.

21. No additional conditions from the Tenderer shall be acceptable. The tenders having any additional conditions will be summarily rejected without assigning any reason.

Date:

Place:

Signature of the Tenderer



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

GENERAL CONDITIONS OF PURCHASE

1. Definitions

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

- (a) "The Order" means the agreement entered into between the Purchaser and the Supplier including all the attachments and appendices and all documents incorporated as per notification of award.
- (b) "The Purchase Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the items, which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services training and other obligations of the Supplier covered under the Contract;
- (e) "GCP" means the General Conditions of Purchase contained in this section.
- (f) "The Purchaser" means the organization purchasing the Goods i.e **CENTRAL UNIVERSITY OF SOUTH BIHAR, GAYA.**
- (g) "The Purchaser's country" is India.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services.
- (i) "Day" means calendar day.

2. Application

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

3. Standards

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

4. Use of Purchase Documents and Information

- 4.1. The Supplier shall not, without the Purchaser's prior written consent, disclose the Purchase, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the 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.



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

6. Submission of the bids

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

7. Inspections and Tests

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

8. Consequences of rejection

- 8.1. If in the event the stores are rejected by the purchaser at the destination and the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser will be at liberty to:
- (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 get the amount adjusted from the outstanding bills of the supplier, if any or EMD.

9. Packing

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

10. Delivery and Documents

- 10.1. The Supplier shall make delivery of the Goods within specified period from the placement of purchase order in pursuance of the notification of award. The purchase order would be placed after assessing the requirements on quarterly basis. However, the supplier shall also arrange to execute all orders on priority basis which would be placed to meet any emergent requirements



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

- 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.
- 10.4. **Time and date of delivery – the essence of the contract:** The time for and the date of delivery of the stores stipulated shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) specified.
11. **Insurance**
- 11.1. The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be obtained by the suppliers in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “all risks” basis including war risk and strike.
12. **Transportation**
- 12.1. Where the Supplier is required under the Contract to transport the Goods within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the contract Price.
13. **Warranty: Minimum of two years.**
- 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. The **warranty** shall remain valid as required 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 and Warranty / Warranty card in this regard shall be submitted by the supplier in writing.
- 13.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 13.4. Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without any extra cost to the Purchaser.
- 13.5. If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
14. **Payment**
- 14.1.
- **Indigenous Purchase:** 100% payment shall be made only after supply and installation of the materials and satisfactory performance.
 - **Foreign Purchase:** 90% payment at sight through LC will be made and 10% after successful testing/ commissioning. Payment shall be made only on submission of insurance equivalent to 110% of invoice value.
- 14.2. **Performance / Security Deposit:** 10% equal to invoice value or as applicable by Govt. norms at the time of issuance of Purchase Order (in form of Demand Draft / Bank Guarantee / Fixed Deposit) with validity beyond 60 days of warranty period shall also be retained before final payment F.O.R. Central University of South Bihar, Gaya.



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

14.3. 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 10 fulfilment of other obligations stipulated in the contract.

15. Prices

15.1. Prices charged by the Supplier for Goods delivered and Services performed under this Purchase shall not vary from the prices quoted by the Supplier in his bid. No extra charges shall be paid beyond the quoted price in BoQ for each item.

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,



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

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 to 0.5% per week** and the maximum deduction is **10% of the contract price** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 22.

22. Termination for Default

22.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser pursuant to GCP Clause 20; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“**Corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“**Fraudulent practice**”: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

22.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

23. Force Majeure

23.1. Notwithstanding the provisions of GCP Clauses 20 & 21, the Supplier shall not be liable for imposition of liquidated damages or termination for default, if and to the extent that, 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



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

- 24.1. The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
- 25. Termination for Convenience**
- 25.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 25.2. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.
- 26. Resolution of Disputes**
- 26.1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 26.2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.
- 26.3. In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.
- 27. Governing Language**
- 27.1. The contract shall be written in English language. Subject to GCC Clause 28, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 28. Applicable Law**
- 28.1. The contract shall be governed by the Law of Contract for the time being in force.
- 28.2. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- 28.3. Jurisdiction of Courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.
- 28.4. One month notice will be given by either party for termination of Contract during the tenure of Contract for breach of Clause or otherwise.
- 29. Taxes and Duties**
- 29.1. Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.
30. All legal disputes arising out of this contract /bid shall be subject to competent court and forum under judicature of Gaya only.
31. Submission of Performance Bank Guarantee as per GFR Rules 2017 (if applicable).
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CENTRAL UNIVERSITY OF SOUTH BIHAR

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

CHECKLIST

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

Sl. No.	Particulars	Yes/No	Page No.
Envelope - A			
1	Tender Fee Rs. 500/- in form of Demand Draft in favour of “Central University of South Bihar”, Payable at Gaya.		X
2	Earnest Money Deposit (EMD) of Rs. 16000/- in form of DD/BG/FDR in favour of “Central University of South Bihar”, Payable at Gaya.		X
3.	MSME / Other relevant Certificate, in case waiver from submission of EMD Charges.		X
Envelope - B			
4	MAF Certificate, not required in case of OEM		
5	Copy of PAN Card		
6	Copy of GST No.		
7	MSME / Other relevant Certificate		
8	Copy of ITR of the last 03 years.		
9	Duly certified copy of Audited Balance Sheet of last 03 years with proof of Turn Over of Firm to comply financial eligibility.		
10	Experience certificate of job in related areas. At least 03 copy of Purchase Order of related work experience to comply physical eligibility.		
11	Product Manual of quoted item/items etc.		
12	Attested copy of Registration Certificate/ Incorporation Certificate/ Registered Partnership Deed		
13	<i>Non-Blacklisting Certificate</i>		
14	Every page of the tender documents and the enclosed copies of the certificates must be signed with seal.		
Envelope - C			
15	Duly filled in ‘PRICE BID PROFORMA’		X

Note: All the envelopes shall be submitted together in another big envelope sealed and super-scribing thereon Tender for “Supply & Installation of precision Rock and Ceramic Cutting Machine and accessories” along with Tender Number and Name of the item quoted in the bid.



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

TECHNICAL BID PROFORMA

NIT No. :		CUSB/GEOL/RP-109/T/01/2024-25, dated 5/02/2025	
Sub.: Supply & Installation of precision Rock and Ceramic Cutting Machine and accessories.			
1.	Name of the Organization/Firm		
2.	Head Office / Registered Office		
	Telephone No/mobile No.		
	Fax No.		
	Email		
	Web site (if any)		
	Date of Establishment		
	Branch Office in Gaya , if any		
	(Provide Complete Address)		
	Telephone No.		
	Fax No./Email		
3.	Name of Chief Executive/ Proprietor / Partners with Designation		
	Telephone No./Mobile No.		
	Fax No./ Email		
4.	Name of Contact Person		
	Telephone No./Mobile No		
	Fax No./Email		
5.	Type of Organization	Certified Documents to be enclosed	
a.	Proprietary		Trade License
b.	Partnership		Partnership Deed, Trade License
c.	Private Limited Company		Memorandum of Article
d.	Public Limited Company		Certificate of Registration
e.	Public Sector		Trade License



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

6. Nature of Business (tick the relevant)					
Manufacturing		Service		Dealership	
Stockiest		Indian Agent		Indian Branch Office	
Others Pl. Specify					
7. Class / Type of Product / Materials Manufactured / Sold / Serviced/ Fabricated					
Scientific Equipment		Electronics		Lab Consumables & Chemicals	
Electrical Items		Computer Peripherals		Computers	
Laboratory Equipments		Office Automation Product		Electrical Works	
Sport Materials		Water Coolers		Air-conditioners	
AV Equipments		Boards		Other, please specify.....	
Audited Annual Turnover during last 3 years (Rs. In Lakhs) (enclose Chartered Accountant's certification & Income Tax Return Copy)					
Year		Rupees (in Lakhs)		Annexure (Number)	
2023-24					
2022-23					
2021-22					
8. Commercial Information (enclose Attested Copy wherever Applicable)					
S. No.	Information	Details		Annexure (Number)	
a.	GST Registration Number				
b.	Excise Registration Number Trade / Factory License Number				
c.	PAN No.				
d.	Details of Registration Certificate with DGS&D/NCCF				
e.	SSI/NSIC/MSME Certificate				
f.	Current dealership agreement with Principal Letter No. / Date / Valid upto				
g.	Relevant IISI/ SO Certificate, if any				



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

h.	<u>Bank Details :</u> Account No.					
i.	Name of Bank & Branch					
j.	IFSC Code					
k.	Details of Tender Fee	Amount:	DD No. & Date	Name of the issuing Bank & Branch		
l.	Details of EMD	Amount:	DD No. & Date	Name of the issuing Bank & Branch		
m.	Details of Previous Supply in Govt. Organisations/ Govt. Educational Institutions	Name of the organization	Item Supplied / Qty.		Total Value (Rs in lakhs)	
9.	MSME Entrepreneur	Comment				
9.1.	Is the bidder MSME Entrepreneur	Y/N				
9.2.	If yes, the category (GEN/OBC/SC/ST/Women)	GEN	OBC	SC	ST	WOMEN
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:						
10.	Note					
10.1.	Separate information sheet may be provided for item (s) in case space provided is not adequate.					

**Sd/-
Registrar**



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

VENDOR DETAILS FORM

1.	Do you have a PFMS Unique ID (please tick)	NO	YES	UID No.-
2.	Name of the Firm			
3.	Address with City Name & Pin Code			
4.	Contact No.			
5.	Email ID			
6.	GST No. (Yes / No)	GST No. -		
		If YES, a copy of GST CERTIFICATE must be attached.	If NO, duly signed/sealed attached DECLARATION OF GST NON-ENROLMENT must be submitted.	
7.	PAN No.			
8.	TIN No.			
9.	ADHAR No.			
10.	Name of the Contact Person With Mobile No. & E-mail ID	Name :		
		Mobile :	E-mail ID :	
11.	Bank Account Details			
	Beneficiary Name			
	Bank Name & Branch			
	Bank Account Number			
	IFSC Code			
	MICR Code			
	Type of Bank Account	Saving Account	Current Account	Cash Credit
	Telephone no. and E-mail of Bank Branch	Telephone		
Email ID				
12.	Vendor Type (please tick)	Manufacturer	Distributor	Reseller
		Service Provider	Stockiest	Indian Agency

Signature of Vendor with Seal

Name: _____

Date: _____

FOR OFFICE USE ONLY

Finance & Accounts Section

10.	FINANCIAL CONCURRENCE GIVEN	NO	YES	For Rs.:
11.	BUDGET CATEGORY	RECURRING	NON-RECURRING	PROJECT
12.	BUDGET HEAD (specify SUB-HEAD of expenditure)			
13.	CUSB BANK ACCOUNT DETAILS IN RESPECT TO POINT-11 & 12 FOR "RECEIPT" OF ONLINE EMD / SD (if any)	Bank Name :		
		Branch :		
		Account No. :		
		IFSC :		

Finance Officer

To : Purchase Section



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

DECLARATION OF GST NON-ENROLMENT

DECLARATION OF GST NON-ENROLMENT

Dear Sir/Madam,

Sub: Declaration of non-requirement of registration under the
Central/State/UT/Integrated Goods and Services Tax Act, 2017

I/We.....(*Name of the service provider/business entity*), do hereby
declare that I/we am/are not registered under the Goods and Services
Tax Act, 2017 as (*select and fill below for the relevant reason*)

-I/We deal in/supply the category of goods or services
.....(*Describe the nature of the services/goods*) which are
exempted under the Goods and Service Tax Act, 2017.

-I/We have the annual aggregate turnover below the taxable limit
as specified under the Goods and Services Tax Act, 2017.

-I/We are yet to register ourselves under the Goods and Services
Tax Act, 2017.

I/We hereby also confirm that if anytime during any financial year
I/we decide or require or become liable to register under the GST,
I/we undertake to provide all the requisite documents and
information.

I/We request you to consider this communication as a declaration for
not requiring to be registered under the Goods and Service Tax Act,
2017.

I/We hereby also confirm that(*Name of the service
recipient*) shall not be liable for any loss accrued to me/us, due to
any registration default with the GST.

Signature of Authorised Signatory:

Name of the Authorised Signatory:

Name of Business:

Date:

Stamp/Seal of the business entity:



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

UNDERTAKING BY THE TENDERER(S)

(On letterhead)

NAME OF WORK:

Tender Notice No. :

We confirm that we have quoted the rates in the tender considering Inter-alia the

1. Tender Document(s) including all Annexures, Technical Specification, Scope of Vendor, Special Condition of Contract & Purchase Rules and Procedure of University.
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 same to be submitted with Tender.



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

Annexure-‘A’

TECHNICAL SPECIFICATION SHEET

1.	Supply & Installation of precision Rock and Ceramic Cutting Machine and accessories.
<p><u>N.B. Specification of the item:</u> Precision Rock and Ceramic Cutting Machine and Accessories: A precision section saw designed for cutting larger blocks of rock down to a size suitable for mounting to a glass slide Cutting capacity up to 40 mm; Wheel Mounting Shaft OD -12.7/25.4 mm; Automatic Cut-Off; Cutting Action - Y Movement Automatic (Longitudinal); 7" Advance color Graphical touch screen; Variable Feed Rates and Cutting Length, target for delicate parts by only using gravity fed force External Recirculation Coolant System with 20 ltrs capacity; 1 HP (750 watts) 3 Phase Motor; Continuously Variable speed system 100 - 4000rpm; Door Limit Switch System X Movement up to 50 mm; Wheel Should be accommodated Min 3" to Max 8" (Wheel Dia); Electrical: 230 V, 50 Hz (1 + N + E) / 110V, 60 Hz; Machine Size: 810mm x 810mm x 550mm (L x B x H); Machine Color: Enclosures RAL 7040, Base & Stand RAL 7016. Consumables:</p> <p>Diamond Impregnated Cutting Wheel, Continuous Rim, suitable for Rocks, Minerals, and Concrete etc. 175mm x 12.7mm x 0.6mm, low concentration 1 N; Coolant Oil 15 Ltrs.</p> <p>Accessories with the Equipment: 1. 12" Single Disc Polisher; Table Top Design; Continuously Variable Speed 50 to 600 rpm; Fully moulded, FRP body with easy disc change design; 0.5 HP high torque AC Motor; Imported Drive for smooth speed change; Safety emergency switch; Digital speed indicator; Flexible water jet with control valve; Retractable water hose for easy cleaning bowl wash; Easy start & stop smooth function; Variable time and rpm settings; The working disc can be operated clockwise/counter clockwise; Illuminated led indication display for functioning Corrosion proof deep bowl; free flow design; 12" Cast iron Disc Interchangeable (1 no.); 12" Aluminium Disc Interchangeable (for cloth polishing) (1 no.); Splash Guard, Lid, Holding Band, S.S Holding Ring Press Type; Front Control Panel with feather touch buttons; Power Supply: 230 V / 50Hz (1 + N + E); Machine Size: 435 x 750 x 360 mm Machine Color : GLAZE GREY 615. 2. One Stereo Microscope with Camera Port, Stereo Microscope with two magnifications 10X and 20X (standard); Microscope Body: 45* inclined Trinocular body; Interpupillary distance adjustment, dioptric adjustment; Stand: Rack & Pinion focusing adjustment; Magnification: 10X and 20X; Stage: Provision for 90 mm dia discs black, white and clear; Glass plate transmitted light; Eyepieces: Widefield WF-10X (2 nos.); Illumination: Adjustable Oblique illumination and Built in; illuminator at the base with Variable low voltage transformer; (12V-10W halogen bulb); 0.5 x reduction lens adaptor.</p> <p>Warranty: Minimum two years</p>	



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

FINANCIAL BID PROFORMA

Tender Ref. No. - CUSB/GEOL/RP-109/T/01/2024-25, dated 25/02/2025

Supply & Installation of precision Rock and Ceramic Cutting Machine and accessories.

Name of the Bidder: _____

Sl. No	Description Of Item	Unit Price	GST @	Total Amount with GST
1.	Supply & Installation of precision Rock and Ceramic Cutting Machine and accessories.			
Total Amount in Words				
Rupees				
.....				

Note:

- (i) Above rates are inclusive of all and no other charges shall be paid extra.
- (ii) No overwriting or use of whitener is permitted. If done it will be summarily rejected.

Signature _____

Place:

Name: _____

Date:

Designation & seal