



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

Notice Inviting Tender (NIT)

The Central University of South Bihar invites sealed tenders for the Supply & Installation of “**X-Ray Diffraction System**” for Physics Lab. at CUSB Panchanpur, Gaya from original manufactures/ authorized dealers/ distributors. The last date and time of submission of tender document is **05/10/2020 by 4:00 PM**. The detailed tender document is available on the University website www.cusb.ac.in. The cost of tender form is Rs. 500/- and can be purchased by payment in the form of Demand Draft, from Central University of South Bihar. The tender forms can also be downloaded from University website and be accompanied by DD of Rs. 500/- in favour of ‘Central University of South Bihar’, payable at Gaya. Duly filled in tender is to be sent by Speed Post/ Registered Post/ By Hand (to be dropped in Tender Box) on following Address: -

To,
The Registrar
(Tender Document)
Central University of South Bihar
SH-7, Gaya- Panchanpur Road,
Village- Karhara, Post- Fatehpur
P.S- Tekari, District- Gaya (Bihar), PIN- 824 236

Email- registrar@cub.ac.in

Website- www.cusb.ac.in

Contact – 0631-2229519

CPP Portal web site: www.eprocure.gov.in/epublish/app/epublish/app

Index for Tender Form

Sl. No.	Items	:	Details
1.	Tender Notice No. and date	:	CUSB/PSD/PHY/TENDER/06/2020-21, Dated: 14/09/2020.
2.	Name of work	:	Tender Bid Document for the Supply & Installation of “ X-Ray Diffraction System ” for Physics Lab at Central University of South Bihar.
3.	Tender Fee	:	Rs. 500/- in form of Demand Draft
4.	Earnest Money Deposit	:	Earnest money as mentioned in NIT in shape of Demand Draft drawn in favour of Central University of South Bihar, payable at Gaya from any scheduled Bank of amount as per Annexure ‘A’ .
5.	Start of submission of Bids	:	14/09/2020
6.	Last date and time for Receipt of Bids	:	05/10/2020 by 4:00 PM
7.	Date and Time of opening of Technical Bids	:	06/10/2020 by 2:30 PM.
8.	Place of opening of Bids	:	CUSB Gaya.



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Name of the work: Tender Bid Document for the Supply & Installation of “X-Ray Diffraction System” for Physis Lab at Central University of South Bihar, Gaya (Bihar).

Sold to Sri/Smt./M/s.

On payment of Rs. 500/- (Rupees Five Hundred only)

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

Registrar

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

Signature of the contractor

For Office Use only

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

Registrar
Central University of South Bihar



Supply & Installation of “**Laboratory Equipments**” for Physics Lab at Central University of South Bihar, Gaya.

Technical Bid

Note: This is to be kept in **Envelope “B”** sealed and it should be written on envelope that **Technical Bid for Tender for the Supply & Installation of “X-Ray Diffraction System”** for Physics Lab at Central University of South Bihar Gaya.



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NOTICE INVITING BIDS

The Central University of South Bihar (CUSB), invites sealed tender in two bid system for the Supply & Installation of “**Laboratory Equipments**” for Physics Lab at Central University of South Bihar, Gaya (Bihar) from the original manufactures/authorized dealers/ distributors. Details are as follows:

Sl. No	Description of Goods	Estimated Cost (INR)	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.	Supply & Installation of “ X-Ray Diffraction System ” for Physics Lab at Central University of South Bihar, Gaya.	1.15 Crore	3.5 Lakhs	05/10/2020 by 4:00 PM	Shall be intimated on University website.	90 days after issue of Purchase Order/Work Order

2. The tender must be accompanied by a Demand Draft for the amount mentioned in **Annexure “A”** in Indian Rupees only (alongwith list of quoted items with EMD details), on a schedule bank drawn in favour of Central University of South Bihar, payable at Gaya as Earnest Money for the above tender.

3. **Eligibility Criteria (details to be submitted in Annexure “B”)**

3.a. **Financial**

The Firm should have average annual financial turnover of 1 crore during the preceding last 03 consecutive financial years starting from F.Y. 2018-19 to know the financial capability of the firm and supply credentials.

3.b. **Physical**

Three similar supplies in Central Government/ State Government/ PSU/ Universities/ Reputed Higher Educational Institutions costing not less than 40% of the cost or two similar supplies costing not less than 60% of the estimated cost or one similar supplies costing not less than 80% of the estimated cost in the last 3 years ending on the last day of the month previous to the one in which the tenders are invited.

4. **Sealed tender documents duly signed on all pages** are required to be delivered at Central University of South Bihar, by Registered Post/ Speed Post/By Hand (to be submitted in Tender Box) to reach on or before **05/10/2020 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 as per detailed specifications as given in the tender document, at Gaya.

6. For any clarification and doubt related with the Tender, Tenderers should email their queries to registrar@cub.ac.in.

7. The tender shall be submitted in three separately sealed envelopes marked as “A”, “B”, & “C”. The language used shall be English. In case any information is given in foreign language, then translated (in English) copies of those pages must be enclosed, failing which the tender will be disqualified.

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

The tender shall be accompanied by the cost of the tender document for Rs. 500/- (Indian Rupees five hundred only) in the form of Demand Draft failing which the tender will not be accepted. Tender must also be accompanied by **Earnest Money of Rs. 3,50,000/-** in the form of Demand Draft in favour of Central University of South Bihar, payable at Gaya executed by any Scheduled Bank. The Demand Draft towards Earnest Money & cost of tender document will be placed in sealed **Envelope 'A'**.

- 8.a. The tender cost and EMD are not required to be submitted by bidders who are exempted in terms of MSME, Govt. of India guidelines. However, they are required to furnish requisite certificate in this regard issued by the Competent Authority.

9. ENVELOPE 'B' (Technical Bid Document)

- 9.i. Those Tenderers, who are not the manufacturer but are authorized by the original manufacturer to supply the goods, should establish their credentials by giving valid documentary evidences of similar supplies to have been executed in India.

9.ii. Checklist for Envelope 'B'

- 9.ii.a. Copy of registration of GST.
- 9.ii.b. Copy of Income Tax Permanent Account Number.
- 9.ii.c. Copy of Trade License, Factory License/Excise Registration.
- 9.ii.d. Copy of Memorandum and Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms etc.
- 9.ii.e. Copy of Authorization for Participation in subject bid (not required in case of Proprietorship firm).
- 9.ii.f. Copy of Dealership/ Distributorship Authorization Certificate.
- 9.ii.g. Copy of Small Scale Unit/ MSME/ NSIC Registration under relevant items (if registered).
- 9.ii.h. All pages of tender document including various sections and Annexure 'A', except priced bid duly signed / sealed by the Tenderer.
- 9.ii.i. Any product manual, credentials etc.

10. Envelope 'C' (Financial Bid Document)

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

The Financial Bid should be submitted separately in separate envelope clearly mentioning the Financial Bid is submitted on top of the Envelope.

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

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

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

11.
 - **Envelope 'A'** (Earnest Money & Tender Cost),
 - **Envelope 'B'** (Technical Bid Document), and
 - **Envelope 'C'** (Financial Bid Document), shall be in separate sealed envelopes, each marked as "**Envelope 'A'**, **Envelope 'B'** and **Envelope 'C'**", respectively.

 - All the three envelopes shall be submitted together in another big envelope sealed and super-scribing thereon **Tender for Supply & Installation of "X-Ray Diffraction System"** for Physics Lab alongwith **Tender Number and Name of the Equipment quoted**.

 - The envelope should be addressed to, The Registrar, (Tender Document) Central University of South, SH-7, Gaya - Panchanpur Road, Village - Karhara, Post- Fatehpur, P.S. Tekari, District - Gaya (Bihar) PIN - 824236.
 - The envelope marked **Envelope 'B'** of only those Tenderers shall be opened, whose earnest money & tender cost are placed in the **Envelope 'A'** and found to be in order. In case of waiver of the charges, relevant documents shall be submitted in **Envelope 'A'**.
12. The Tender Evaluation Committee will evaluate the Technical Bids and is fully authorized to reject any incomplete tender or on its satisfaction that the requirements are not met for the complete need of the CUSB with regard to the Committee. The decision of the Tender Evaluation Committee shall be final. Only those Technical Bids cleared by the Tender Evaluation Committee shall be eligible for consideration of Price Bid. Those successful Tenderers for whom the **Envelope 'C'** (Price Bid) is to be opened shall be duly intimated.
13. **Clarification on Tender Documents**
 - 13.1. During evaluation of tenders, the University authorities/ committee may at its discretion ask the Tenderer for any clarification(s) if so deemed fit. The request for clarification and the response shall be in writing. However, the Tenderer is not permitted to alter the price(s) furnished in the Price Bid (**Envelope 'C'**).
 - 13.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (i.e. obtained by multiplying the unit price and quantity), the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
14. The amount of Earnest Money Deposit (EMD), in case of successful Tenderer, shall be refunded on successful completion of delivery/installation. However, EMD of unsuccessful Tenderers will be refunded after the award of the contract to the successful Tenderer.
15. The CUSB, does not bind itself to accept the lowest or any other tender, and reserves the authority to reject any or all the tenders received without assigning any reason. Tenders not in compliance with any of the prescribed conditions or incomplete in any respect or in presence of any correction not duly dated, initialed by the Tenderer will be liable to be rejected. However, the final decision for accepting or rejecting any or all tenders will be in the sole discretion of Vice Chancellor, CUSB.
16. Tender shall remain open for acceptance for a period of **90 days** from the date of opening of the tenders. If any Tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to CUSB, then CUSB, shall without any prejudice to any other right or remedy, be at liberty to forfeit full earnest money, absolutely. The decision of Vice Chancellor, CUSB in this behalf shall be final and binding on the Tenderer.
17. The notice Inviting tender shall form a part of the contract document.
18. No additional conditions from the Tenderer shall be acceptable. The tenders having any additional conditions will be summarily rejected without assigning any reason.

Date:
Place:

Signature of the Tenderer



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TECHNICAL BID PROFORMA

NIT No. :		CUSB/PSD/PHY/TENDER/06/2020-21, Dated: 14/09/2020			
<u>Sub.: Supply & Installation of " X-Ray Diffraction System "</u>					
1.	Name of the Organization				
2.	Head Office / Registered Office				
	Telephone No/mobile No.				
	Fax No.				
	Email				
	Web site (if any)				
	Date of Establishment				
	Branch Office in Gaya , if any				
	(Provide Complete Address)				
	Telephone No.				
	Fax No./Email				
3.	Name of Chief Executive/ Proprietor / Partners with Designation				
	Telephone No./Mobile No.				
	Fax No./ Email				
4.	Name of Contact Person				
	Telephone No./Mobile No				
	Fax No./Email				
5.	Type of Organization	Certified Documents to be enclosed			
a.	Proprietary		Trade License		
b.	Partnership		Partnership Deed, Trade License		
c.	Private Limited Company		Memorandum of Article		
d.	Public Limited Company		Certificate of Registration		
e.	Public Sector		Trade License		
6.	Nature of Business (tick the relevant)				
	Manufacturing		Service		Dealership

Stockiest		Indian Agent		Indian Branch Office	
Others Pl. Specify					
7.	Class / Type of Product / Materials Manufactured / Sold / Serviced/ Fabricated				
Scientific Equipment		Electronics		Lab Consumables & Chemicals	
Electrical Items		Computer Peripherals		Computers	
Laboratory Equipments		Office Automation Product		Electrical Works	
Sport Materials		Water Coolers		Air-conditioners	
AV Equipments		Boards		Other, please specify.....	
Audited Annual Turnover during last 3 years (Rs. In Lakhs) (enclose Chartered Accountant's certification & Income Tax Return Copy)					
Year		Rupees (in Lakhs)		Annexure (Number)	
2018-19					
2017-18					
2016-17					
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				
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 (Enclose Supply order & Performance report. If required enclose separate sheets) Enclosures -	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.					
10.2.	Affidavit in the enclosed format on Non Judicial stamp paper duly attested by Magistrate/Notary shall also be furnished by the bidder.					



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Check List

Document to be submitted with Tender

S. No.	Particular	Yes / No	Annexure No
	Envelope - A		
1.	Tender Fee (DD)		
2.	EMD Cost (DD)		
3.	Exemption of EMD (Requisite Certificates)		
	Envelope - B		
4.	ITR of last 3 Years		
5.	Audit Copy of Last Three Years		
6.	Experience of same work (Work / Supply Order etc.)		
7.	GST Registration		
8.	PAN Card		
9.	Duly Filled Tender Document (All the pages should be signed & stamped)		
10.	Dealership / Distributor / Authorization Certificate		
11.	Trade/Factory License		
12.	ISI/ISO Certificate		
13.	Non – Blacklisting Affidavit / Undertaking		
14.	Any product manuals/ credentials etc.		
	Envelope - C		
15.	Price Bid / Financial Bid		

N.B.

1. The Bidder ensure that all the documents/confirmations required as per the tender document are enclosed in the tender and no column is left blank. It is the responsibility of bidder to ensure furnish all required documents, as per the tender document.



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.

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
- 10.2. In case the purchaser decides to conclude parallel rate contracts, then the requirements would be

split on different firms on equitable basis as per the discretion of the purchaser.

- 10.3. The delivery of Stores shall be affected at the premises of the University free of all delivery charges and within the stipulated time and as may be elucidated in the confirmed order, accompanied by a delivery challan. No extension of time for delivery of Stores shall normally be accorded.

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

11. Insurance

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

12. Transportation

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

13. Warranty

- 13.1. The Supplier warrants that the Goods supplied under this Contract are **new, unused**, of the **most recent or current models** and 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 **minimum 03 (three) years or as per offered Warranty Card by the OEM (whichever is later)** after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, unless specified otherwise
- 13.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 13.4. Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without any extra cost to the Purchaser.
- 13.5. If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

14. Payment

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

15. Prices

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

16. Change Orders

- 16.1. The Purchaser may at any time, by written order given to the Supplier, make changes within the

general scope of the Contract in any one or more of the following:

- (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 to 1% 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” means 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.

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).

**Annexure-I****Technical Specification of High Resolution XRD System**

Offers are invited from the reputed vendor for the procurement of X-ray Diffractometer with the minimum specifications as below:

X-Ray Generator

X-Ray Tube	Cu Target material, long line fine focus with K α Filter. A Minimum Three years warranty on the X-Ray Tube is required.
Power	Maximum continuous rated output power 3KW
Input voltage range	208 – 240 V
Maximum high voltage	50 KV or better
Maximum current	60 mA or better
Voltage increment	1KV
Current increment	1mA
Stability for 10% input voltage variation	<0.01% or better
Cooling	Preferably without any external chiller.

Goniometer

The Goniometer must hold the sample in a Horizontal and Stationary Position. The XRD system should be equipped with a Parabolic Multilayered Mirror on incident side and should have facility for changing from Bragg & Brentano (BB) focusing optics to Parallel Beam (PB) optics and Vis-à-vis. The Goniometer should be capable of using small angle scattering measurement, thin film measurement with proper slit and accessories if required which should be offered in option

Scan Speed	Between 0.001 to 1.25 deg/sec or better
Min step size	0.0001 $^{\circ}$ or better.
Diameter	300 mm or better
2 theta measurement range	-10 (or lower) to 160 deg (or higher)
Operation mode	Theta - Theta
Automatic Z-Axis	-10 to +2mm. 0.0005mm step (Motorized)
Data quality guarantee	Manufacturer must submit data quality guarantee certificate from the factory on the angular position (≤ 0.01 deg 2theta over the entire angular range) to be carried out on NIST sample. The same NIST sample should be in the scope of supply for evaluation. The Manufacturer must provide Goniometer instrument alignment guarantee for 10 years with selected configurations.

Radiation Safety

The XRD system must be fully radiation protected as per the international radiation safety norms. Open & Close Door System (with a Pb-contained Acrylic Resin Windows) with a CPU controlled fail safe function with warning Light for Radiation.

Optics:

Slit Exchange	Preferably a PC controlled & programmable variable slits for both incident as well as receiving slits
Incident Slit (IS)	0.05 - 7.00 mm, (0.01 mm Step or better).
Receiving Slit (RS)	0.05 – 20.00 mm, (0.01 mm Step or better)
Secondary Antiscatter slit	Anti-scatter slit assembly to reduce air scattering.
Fluorescence suppression	Suitable hardware/software for suppressing secondary fluorescence to be offered.
Optical System Alignment	Preferably a computer controlled automatic alignment system.
Rotary Attenuator	Preferably a programmable Automatic Rotary attenuator
Soller Slit	Incident & receiving Soller Slits with suitable aperture should be provided. Accessories for Point Focus Optics should be included using suitable collimator for small amount sample analysis

Detector

The High Speed 1D Detector should be maintenance free and must work without using any cooling agent with minimum scan speed of 100°/min, no of channels/semiconductor strips 190 or better

Operation mode	Capability to work in either in 0-D mode or in 1-D mode with fluorescence reduction.
Dynamic range	1 x 10 ⁶ cps/line (minimum)
special resolution(pitch)	75µm or better
Maximum counts	Minimum 100,000,000 cps or better.
Fluorescence suppression	Suitable hardware/software for suppressing secondary fluorescence to be offered.

Thin Film Analysis Attachment for XRR measurement

χ (Chi)- ϕ (Phi)- Attachment used for Thin Film, Reflectivity(XRR), Reflection Pole Figure, RSM & RC measurement with application oriented software along with all necessary accessories.

X-Axis (Sample Inclination)	-5 to +95° [With Step Size 0.002° or better]
Φ -Axis (Sample Surface Rotation)	±360° [With Step Size 0.005° or better]
Spinning Speed	0.1° to 1800°/min
Software, sample holder, magnets for sample holder	As per requirement along with a standard sample for SAXS and capillary tubes and capillary holders for different diameter

Sample Stages

Sample stage & sample holders	<p>Appropriate sample stage to be offered for Powder, Solids and Thin Films for Phase identification should be offered with minimum 15 additional sample holders</p> <p>Minimum 2 No's of Low or Zero Background Sample holders with Flat surface and Cavity each should be offered.</p> <p>Minimum 2 No's of Standard sample for Instrument Check should be supplied with the XRD</p> <p>Automatic sample changer if available must be quoted.</p>
High Temperature Attachment	High temperature attachment for powder sample from Room temperature to 1300 °C or higher to be offered in option with all necessary accessories like Vacuum Pump etc.

Small Angle Scattering Optics SAXS Unit

It should also be quoted as optional with required accessories and software for evaluation of particle/pore size distribution and correlation length analysis for both reflection and transmission SAXS data analysis.

Software

PC based software packages to control all instrument parameters and should provide best algorithms for Solving analytical tasks. Should enable both Qualitative and Semi quantitative analysis. Easy simulation and automatic refinement / smoothing of measured data. Peak search, integrated intensity, K alpha1 and k alpha 2 separation.

Search Match	Search match software to be offered.
Database	ICDD database PDF2/PDF4 to be offered in option.
Rietveld	Rietveld based standard less quantification, refinement package with ab initio structure analysis, profile fitting, lattice parameter refinement, indexing, crystallite size determination, structure viewer software package should be offered. Facility to determine accurate quantitative analysis of phase with no known crystal structure as well as amorphous material should be available.

Computer & Printer: Suitable computer with pre-loaded software tested by XRD manufacturer must offer any branded Computer with following minimum configuration:

- Processor Intel Core I5
- 1TB Hard Disk Drive (minimum), DVD WRITER
- Integrated Graphics, Audio / LAN / USB
- 8 GB DDR3 RAM, 24" LED Monitor, Keyboard, Optical Mouse,
- Windows 10

Color Laser Jet printer

Water Chiller: Suitable water chiller for 3KW X-Ray generator should be offered with capability to work in ambient temperature with automatic digital temperature control system.

UPS: Suitable Rated UPS as per the manufacturer's requirement with Branded with Minimum 30 minutes back up time for the XRD instrument safe operation should be offered.

ICDD Database PDF-4, The Software should have minimum 3 License and academic package if any should be offered. The software should be Windows compliant.

Spares: Commitments to supply spares for at least 10 years to be ensured. Separate Spare kits for the Diffractometer should be quoted as optional items.

AFTER SALES SERVICE:

Minimum 3 Year Comprehensive warranty should be offered.

Manual

Operation and maintenance manuals in English language should be supplied along with the system

User Training

Necessary training to scientific staffs/faculty members on Operation, Maintenance, Calibration of the offered system and X-ray diffraction studies will have to be provided for minimum 5 working days after the installation of the system. This is an integral part of the acceptance criteria of the XRD system by the user

After Sales Service Support

Company must enclose the service support details.

Vendor should take all necessary responsibility to quote for configuration to suit all the above applications.

CERTIFICATE

(to be provided on letter head of the firm)

I hereby certify that the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I also certify that the above information is true and correct in all respect and in any case at a later date, if it is found that any details provided above are incorrect, then the contract given to the above firm may be summarily terminated and the firm may be blacklisted.

Date:

Place:

Authorized Signatory

Name:

Seal

Designation:

Contact No.:



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

AFFIDAVIT

1. I/We the undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____
_____ have abandoned any work/supply nor any contract awarded to us for such works/supplies have been rescinded, during last three years prior to the date of this bid.
3. The undersigned hereby authorize and request any bank, person, firm or Corporation to furnish pertinent information deemed necessary as requested by the Central University of South Bihar, to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Central University of South Bihar.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date:



CENTRAL UNIVERSITY OF SOUTH BIHAR

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

Undertaking

Name of the work : _____

Tender No. : _____

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

1. Tender Document(s) with all Annexures, Scope of Vendor
2. Additional Document(s), if any
3. BOQ Document (Price Bid Format)
4. Corrigendum, if any
5. Pre Bid Meeting Minutes, if any

We, _____ (Name of the Tenderer) hereby certify that we have fully read and thoroughly understood the tender requirements and accept all Terms and Conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the pre-bid meeting. In the event, our offer is found acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

Signed for and on behalf of Tenderer(s)

Name of Tenderer(s)

Date : __/__/____

Place :

Seal & Signature of Tenderer

Note :

This declaration should be signed by the Tenderer's authorized representative on COMPANY LETTERHEAD who is signing the Bid and to be submitted with tender.



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

FINANCIAL BID PROFORMA

Tender Notice No.: CUSB/PSD/PHY/TENDER/06/2020-21, Dated: 14/09/2020

Subject: Supply & Installation of "X-Ray Diffraction System".

Name of the Bidder: _____

Sl. No.	Item description with specification (Attach separate sheet, if required)	Qty. (Nos.)	Warranty (in Years)	GST* @	Unit price (Rs.) Inclusive GST, delivery, installation & Other charges	Total price (Rs.) GST, delivery and installation
1.	X-Ray Diffraction System	01				
Total Basic Amount (Rs.)						
Total Amount with GST (Rs.)						
Total Amount in words (Rs.)						

Note:

1. No overwriting or use of whitener is permitted. If done then it will be summarily rejected.
2. Above prices are F.O.R. CUSB, Gaya campus (inclusive Freight, Insurance, Custom Duty, packing and forwarding etc).
3. University provides DSIR Certificate for exemption of GST @ 5%.

Date:

Signature

Name:

Designation & seal