



## CENTRAL UNIVERSITY OF SOUTH BIHAR

(Notice Inviting Tender)

Tender Notice No.	:	CUSB/PSD/EE/T/19/2024-25
Date	:	27/11/2024
Name of work	:	Tender Bid Document for “ <b>Construction of small Shade Net House of size 80 x 30 feet near Horticulture Building adjacent to Stupa</b> ” at Central University of South Bihar, Panchanpur, Gaya, Bihar.
Tender Fee	:	Rs. 500/- in shape of DD
Earnest Money Deposit	:	Earnest money of Rs. 25,000/- in shape of DD/FDR/Bank Guarantee drawn In favour of Central University of South Bihar, payable at Gaya From any schedule Bank.
Start of bid submission date	:	27/11/2024
Pre bid Meeting	:	04/12/2024 by 11:00 P.M at CUSB, Panchanpur, Gaya
Last date and time for Receipt of Bids	:	20/12/2024 by 04:00 P.M
Date and Time of opening of Technical Bids	:	20/12/2024 by 04:30 P.M
Place of opening of Bids	:	CUSB, Panchanpur, Gaya

**CENTRAL UNIVERSTIY OF SOUTH BIHAR**

**NOTICE INVITING BIDS**

The Central University of South Bihar, invites bids for “**Construction of small Shade Net House of size 80 x 30 feet near Horticulture Building adjacent to Stupa**” in Permanent Campus of Central University of South Bihar, Panchanpur, Gaya from eligible contractors/ authorized representatives who have an experience of the similar work. The last date and time of submission of tender document is 20/12/2024 by 04:00 P.M. The detailed tender document is available on the University website [www.cusb.ac.in](http://www.cusb.ac.in). The cost of tender form is Rs. 500/- (Rupees Five hundred only) and can be purchased by payment of the cost either in cash or in the form of DD, from Central University of South Bihar. The tender forms downloaded from University website must be accompanied by DD of Rs. 500/- (Rupees. Five hundred only) in favour of Central University of South Bihar.

**Registrar**

# CENTRAL UNIVERSTIY OF SOUTH BIHAR

**“Construction of small Shade Net House of size 80 x 30 feet near Horticulture Building adjacent to Stupa” in Central University of South Bihar, Panchanpur, Gaya (Bihar).**

## **TECHNICAL BID**

Note : This is to be kept in Envelope “B” sealed and it should be written on envelop that

Tender for **“Construction of small Shade Net House of size 80 x 30 feet near Horticulture Building adjacent to Stupa”** in Central University of South Bihar”

# CENTRAL UNIVERSITY OF SOUTH BIHAR

## NOTICE INVITING BIDS/ TENDER NOTICE

The Central University of South Bihar, invites bids for “**Construction of small Shade Net House of size 80 x 30 feet near Horticulture Building adjacent to Stupa**” in Central University of South Bihar, Panchanpur, Gaya (Bihar) from manufactures/authorized representatives who have experience of similar work. Details are as follows:-

Sl. No.	Details	Remarks
1.	Tender No.	CUSB/PSD/EE/T/19/2024-25 dated 18/11/2024
2.	Description of Work	“ <b>Construction of small Shade Net House of size 80 x 30 feet near Horticulture Building adjacent to Stupa</b> ” in Central University of South Bihar, Panchanpur, Gaya, Bihar
3.	Estimated Cost	Rs.6,25,345.00 incl. GST
4.	Tender Fee	Rs. 500/- in shape of DD
5.	Earnest Money to Deposit	Rs. 25,000/- in shape of DD/BG/FDR
6.	Last date & time of submission of Tender document	20/12/2024 by 04:00 PM
7.	Time & date of opening of tender	20/12/2024 by 04:30 PM
8.	Time allowed for completion	90 days from issuing of LOA / WO

2. The tender must be accompanied by a Demand draft for the amount mentioned as above in Indian Rupees only on a schedule bank drawn in favour of Central University of South Bihar, payable at Gaya as Earnest Money for the above tender.

### Eligibility Criteria:

- a. **Financial:** The Firm should have Average annual financial turnover of at least **Rs.10 Lakh** during any of the preceding last 3 consecutive financial years.
  - b. **Physical: (i)** Three similar works in Central Government/ State Government/ PSU/ Central or State Universities/ CPWD/ MES/Railways costing not less than three works of 2 Lakhs or two similar works costing not less than Rs.3 Lakhs or one similar work costing not less than Rs. 4 Lakhs in the last 3 years ending on the last day of the month previous to the one in which the tenders are invited. “Similar Work” is defined as construction of small Shade Net House of size 80 x 30 feet near Horticulture Building adjacent to Stupa at CUSB Campus.
3. Sealed Tender Documents duly signed on all pages shall be delivered to the Central University of South Bihar, SH-7, Gaya Panchanpur Road, Post-Fatehpur, Post-Tekari, District-Gaya, Bihar, Pin- 824236 by Registered Post/ Speed Post to reach on or before **06/12/2024 by 04:00 PM**. The technical Bids will be opened on **06/12/2024 by 04:30 PM** at Central University of South Bihar, Gaya Campus in presence of the tenderers or their authorized representatives. The financial Bid of the agencies who qualify the technical bid evaluation process will be opened after prior information to successful bidder in Technical bid. Bidders to follow notices on University’s website. The date of opening of the Financial Bids of those tenders fulfilling the requirements will be announced on a separate date. If the office happens to be closed on the date of receipt of the bids or Opening of bids as specified, the bids will be received and opened on the next day of opening of the office at the same time and venue.
  4. The tenderer shall quote for the Services/material/Equipment to be supplied as per detailed specifications as given in the Tender document.

5. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the firm and nature of the site, the means of access to the site, and, in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at its own cost all materials, tools and plants, equipment etc. and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work. Any damages done to the property of the Central University of South Bihar, or other persons shall be made good by the Tenderer at his own cost.
6. **ENVELOPE 'A' (Earnest Money & Tender cost )**  
The tender shall be accompanied by the cost of the tender document Rs. 500/- (Indian Rupees Five hundred only) in form of Demand Draft failing which the tender will not be accepted. Tender must also be accompanied by earnest money as mentioned above in the form of Demand Draft in favour of Central University of South Bihar, payable at Gaya issued by any Nationalized Bank. The Demand Draft towards Earnest Money & cost of tender document will be placed in Sealed Envelope 'A'.
7. **ENVELOPE 'B' ( Technical bid Document )**
- (i) This Envelope shall contain the Prequalification documents pertaining to financial eligibility and Physical completion of Work. Copy of Work Order/ Purchase Order with completion certificate is mandatory for similar works executed in past 3 financial years on each page.
  - (ii) The credential of tenderer to be included for those, who authorized by the manufacturers, suppliers of the material/equipment for execution of this work if applicable and including the list of similar work executed in India with location, cost of work and period during which those works are executed.
  - (iii) **Checklist for envelope 'B':**
    - a. Copy of registration of GST No.
    - b. Copy of Trade License, Factory License/Excise Registration.
    - c. Copy of Income Tax Permanent Account Number & Income Tax assessment order.
    - d. Copy of Memorandum and Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms etc
    - e. Copy of Notarized power of attorney of authorization for participation in subject bid (Not required in case of Proprietorship firm)
    - f. Certificate Copy of Small Scale Unit/ MSME/ NSIC Registration under relevant items (If Registered).
    - g. Copy of Work Order and successful completion certificate of meeting minimum eligibility criteria (Financial & Physical)
    - h. All pages of Tender document including various sections and Annexures-A, except priced bid.
    - i. Un-priced copy of Bill of Quantity with "Quoted" written in Rate Column of each items.
    - j. Any product manual, credentials etc.
8. **ENVELOPE 'C' (Financial Bid Document)**
- 8.1 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 various items or works pertaining to the financial bid on the financial bid document, issued by Central University of South Bihar, along with the tender document.

- 8.2 All columns shall be duly filled in with specific information on the cost involved.  
8.3 The rates for the items shall be quoted in Indian Rupees.

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

9. **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’”. All the three envelopes shall be submitted in another sealed envelope super scribing there on **“Construction of small Shade Net House of size 80 x 30 feet near Horticulture Building adjacent to Stupa” in Central University of South Bihar**. The envelope should be addressed to Registrar, Central University of South, India. The envelope marked ‘Envelop-B’ of only those tenderers shall be opened, whose earnest money & tender cost are placed in the ‘Envelop ‘A’ and found to be in order.
10. The Tender Evaluation Committee will evaluate the Technical Bids and is fully authorized to reject any tender on its satisfaction that the requirements are not met for the complete needs of the Central University of South Bihar with regard to the Committee. The decision of the Tender Evaluation Committee shall be final. Only those tenders Technical Birds cleared by the Tender Evaluation Committee shall be eligible for their Price Bid to be opened. Those successful tenderers for whom the Envelop-C (Price Bid) is to be opened shall be duly intimated.
11. **Clarification of tenders :**
- 11.1 During evaluation of tenders, the Registrar may at his discretion ask the tenderer a clarification of its tender. The request for clarification and the response shall be in writing. However, the tenderer is not permitted alter the price (s) furnished in the Price Bid (Envelop-C). Any query related to bid may be sent to email id [registrar@cub.ac.in](mailto:registrar@cub.ac.in) before the date of pre-bid meeting and clarification to the same shall be uploaded on University’s website. Tenderers are requested to visit the University’s website regularly.
- 11.2 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 quality), 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.
12. The amount of earnest money, in the case of successful tenderer, shall be refunded on successful completion of work. However E.M.D of unsuccessful tenderers will be refunded after the award of the contract to the successful tenderer.
13. Central University of South Bihar, does not bind itself to accept the lowest or any other tender, and reserves to itself the authority to reject any or all of the tenders receive without the assignment of any reason and to negotiate with the tenderers. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly dated, initiated by the tenderer are liable to be rejected. However, the final decision for accepting or rejecting any or all tenderers will be in the sole discretion of Vice Chancellor, Central University of South Bihar.
14. Tender shall remain open for acceptance for a period of 60 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to Central University of South Bihar. Then Central University of South Bihar, shall without any prejudice to any other right or remedy, be at liberty to forfeit full earnest money absolutely. The decision of Vice Chancellor, Central University of South Bihar in this behalf shall be final and binding on the tenderer.

15. The notice Inviting tender shall form a part of the contract document. The successful tenderer shall sign the necessary contract documents consisting of the notice-inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto, within the time specified in the letter communicating the acceptance of the tender. In case of delay the earnest money may be forfeited and the tender cancelled or the contract enforced as per the terms of the tender and the invitation to tender and the tenderer shall thus be bound by the conditions of contract-even though the formal agreement has not been executed and signed within the specified time by the tenderer.
16. If the Headquarter of the successful tenderer is at a place other than Gaya, Bihar he/ they shall appoint a duly Authorized Representative in Gaya from the date of commencement of the work until the work is physically completed. Such Representative shall be authorized to act on behalf of the successful tenderer.
17. No additional conditions from the tenderer shall be acceptable. The tenders having any additional conditions will be summarily rejected without assigning any reason.
18. The tenderer should meet the Financial & Physical work completion criteria to qualify in the subject tender.
19. Bidders are required to quote all items in the Bill of Quantity or Schedule of quantity. In event of non-compliance of above shall lead to disqualification in subject tender.
20. The tenderer is required to obtain all required statutory permissions for work by their own and shall be bound to do necessary liaison with Government Authorities as and when required.
21. Bidders are informed to visit the existing infrastructure and utilities at Panchanpur, Gaya where proposed works to be executed and get themselves acquainted with ground realities before quoting the subject tender. Later stage no claims shall be entertained by CUSB on account of non-clarity of the above.
22. Drinking Water & Electricity shall be available at site for execution of work at free of cost. Contractor should arrange their own infrastructure for execution of work.
23. All Civil, Mechanical, Plumbing work essential for successful completion of work etc are in the scope of the bidders and no additional payment shall be made towards any breakage, chipping, restoration, lift, lead, carriage, storage, loading, unloading, packaging etc.
24. Any damaged caused to the facilities existing to be made good by bidders after rectification at their own.

Signature of the Tenderer

Date:

## **General Rules and Conditions:**

1. All works proposed for execution by contract will be notified in a form of invitation of tender by Central University of South Bihar. This form will state the works to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender. Copies of the specifications, design and drawings and a schedule of quantities and any other documents required in connection with the work shall also be open for inspection by the Tenderer at office of the Central University of South Bihar during office hours.
2. The tender submitted by the tender must be signed by the Company's/Firms/Institute's Executive or on his behalf by Authorized Signatory being a person holding the power of Attorney authorizing him to do so. **Such Power of Attorney shall be submitted with the tender.**
3. Any person who submits a tender shall fill up the schedule of quantities stating at what rate he/she is willing to undertake each item of the work. Tenderers, who propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection.
4. A committee of Central University of South Bihar, will open the tenders in the presence of any intending Tenderers who may be present at the time, and will enter the details of the tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the Tenderer shall for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the Tender remitting the same, without any interest.
5. Rates quoted by the tenderer in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words.
6. All rates shall be quoted in the schedule of quantities. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
7. On acceptance of the tender, the name with address and Mobile / Telephone numbers of the accredited representative(s) of the Tenderer who would be responsible for taking instructions, shall be communicated in writing to Central University of South Bihar.
8. The Financial quotations shall be inclusive of the taxes payable on material as applicable under State Sales Tax or any other tax in respect of this contract and shall be payable by the Tenderer only and Central University of South Bihar will not entertain any claim whatsoever in respect of the same.
9. Date of start of work shall be reckoned after 07 days from the issuance of LOA (Letter of Award). Tenderer shall ensure modification of manpower, resources essential and kept under scope of above tender within above period. Failing in start of work within above stipulated period shall attract penalty of Rs. 1000/- (One Thousand Only) per day subject to maximum of security deposit. Decision of University shall be final and abiding in this regard.
10. All the labour laws should be strictly complied with by Tenderer. In case of any lapses or non-fulfillment of labour laws, the tenderer will be wholly responsible.
11. For any penalty levied in non-fulfillment of compliance of labour law in reference to the staffs/ workmen deployed or execution of Work or payment of compensation whatsoever, the tenderer will be solely responsible and the University will not be responsible for compensate in any manner.



## BASIC INFORMATION ABOUT THE TENDERER

1.	Name and full Address of Tenderer	
	Mobile / Telephone No.	
	E-mail-	
2.	Last 3 year Income Tax Assessment Certificate	
3.	Brand Name of the Product being offered	<b>NA</b>
4.	The firm will submit its consent to adhere the Time Schedule for execution of the Work as mentioned in the tender document.	
5.	Legal Status; Whether a proprietary or a partnership firm of incorporated body etc. With proof of registration/ certification by Government of parent country.	
6.	Authenticated copy of the following documents.	
(a)	Certificate of incorporation. In case of an incorporated body.	
(b)	Memorandum of Association	
(c)	Certificate by Auditor confirming existence of assets (unencumbered) of the value of 30% of the tendered amount.	
(d)	Solvency Certificate from the Banker, if applicable	
7.	(a) Name (a) and address (es) with Mobile / Telephone number of customers along with the place and year the said work have been Executed.	
	(b) Documentary proof of satisfactory supply and installation items during the past three and the present condition of the installed items.	
8.	The period for which the Service provider/supplier/ manufacturer has been manufacturing/ delivering services and is in the business of supplying/installing/ providing services the items and Documentary proof thereof.	
9.	Any other documents/information, which parties, may consider appropriate to the activity of tender	
10.	Details of disputes/claims, if any, between the tenderer and any Authority/ Body and its present status.	

**Note:**

1. Separate information sheet may be provided for item (s) in case space provided is not adequate.
2. Affidavit in the enclosed format on Non Judicial stamp paper duly attested by Magistrate/Notary shall also be furnished by the bidder.

## 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 )	<b>GST No. -</b>		
		If YES, a copy of <b>GST CERTIFICATE</b> must be attached.	If NO, duly signed/sealed attached <b>DECLARATION OF GST NON-ENROLMENT</b> 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.	<b>Bank Account Details</b>			
	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: \_\_\_\_\_

## 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:

# AFFIDAVIT

(On Non-judicial stamp paper)

**Tender Notice No.: CUSB/PSD/EE/T/19/2024-25 dated 27/11/2024**

**Name of Work: “Construction of small Shade Net House of size 80 x 30 feet near Horticulture Building adjacent to Stupa” in Central University of South Bihar, Panchanpur, Gaya, Bihar**

1. I, the undersigned, do hereby certify that all the statements made in the required Attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/S \_\_\_\_\_ have abandoned any work nor any contract Awarded to us for such works have been rescinded, during last three years prior to the date of this bid.
3. The undersigned hereby authorize and request any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by the Central University of South Bihar, to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand 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.
5. The undersigned understand the terms of tender and hereby undertake to deploy only competent personals who have valid license to work under scope and also undertake to comply with all Labour laws related to wages, PF, ESI & compensation etc. Full responsibility towards above compliance lies with us.

\_\_\_\_\_  
(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

# CENTRAL UNIVERSITY OF SOUTH BIHAR

Tender Bid document for “**Construction of small Shade Net House of size 80 x 30 feet near Horticulture Building adjacent to Stupa**” in Central University of South Bihar, Panchanpur, Gaya (Bihar)

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

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

## **Memorandum:**

Name of work:- “**Construction of small Shade Net House of size 80 x 30 feet near Horticulture Building adjacent to Stupa**” in Central University of South Bihar, Panchanpur, Gaya (Bihar). Earnest Money Rs. .... (Rupees ..... Only).

- (a) Time allowed for completion of work is 90 days from the date of issue of Letter of Award.
- (b) I/We agree to keep the tender open for one hundred and twenty days from the date of opening thereof and not to make any modification in its terms and conditions.
- (c) A sum of Rs. ....(Rupees .....Only) is hereby forwarded in the form of Demand Draft executed by Scheduled Bank in favour of Central University of South Bihar, as earnest money payable at Gaya.
- (d) Should this tender be accepted, I/We hereby agree (i) to abide by and fulfill all the terms & conditions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tender, and in default thereof to forfeit and pay to Central University of South Bihar, the sum of money mentioned in the said conditions.
- (e) If I/We fail to commence the work specified in the above memorandum I/We agree that Central University of South Bihar, Shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely to execute all the works referred to in the tender documents open the terms & conditions contained or referred to therein.

Signature of Tenderer

Address: \_\_\_\_\_  
\_\_\_\_\_

Dated:

Witness:

Address:

Occupation:

## CENTRAL UNIVERSITY OF SOUTH BIHAR INTERPRETATIONS & DEFINITIONS

1. The "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of Central University Of South Bihar and the supplier (hereinafter call the Tenderer or CUSB or Owner), together with the documents referred to therein including those conditions, the specifications, designs, drawings and instructions issued from time to time by Central University of South Bihar and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expression shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them.
  - i. The expression "**Works**", or "**Work**" shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken -to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - ii. The "**Site**" shall mean the land other place on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allowed to use for the purpose of carrying out the contract.
  - iii. The "**Tenderer**" shall mean the successful tenderer / supplier/ vendor/ agency undertaking the works and shall include the legally authorized representatives or such individual or the persons comprising the supplier agency, or the successors of the supplier and the permitted assignees of the supplier agency or the successors of the agency having possession of the property or holding in the event of the firm is liquidated before completion of work.
  - iv. "**Tendered Value**" means the value of the entire work as stipulated in the letter of award.
  - v. "**Equipment**" means all machinery, apparatus and articles to be provided under the contract by the Tenderer.
  - vi. The "**place of supply and installation**" shall mean the Central University of South Bihar at Panchanpur, Gaya (Bihar)
3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and marginal notes to the conditions of the contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

# CLAUSES OF CONTRACT

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

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

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

The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of this tender for the works and of the rates and prices quoted in the Schedule of Quantity (Bill of Quantity), which rates and prices shall except as otherwise provided/cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

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

3.1 Contractual completion time is considered as 90 days from the issuance of LOA / WO.

## **Clause: 4 Performance Guarantee:**

4.1 The contractor shall submit an irrevocable PERFORMANCE BANK GUARANTEE of 10% (Ten percent) of the tendered amount calculated in term, in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and without prejudice to any other provision in the contract) within 15 days of issue of letter of intent. This period can be further extended by the Vice Chancellor upto a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction. **This Performance Bank Guarantee will remain valid & deposited with Central University of South Bihar till the defect liability period plus sixty days of the work is over.** This guarantee shall be in the form of Government Security or fixed deposit receipts/Guarantee Bonds issued by National Bank, in accordance with and as per prescribed format. In case a fixed deposit receipt of any Bank is furnished by the contractor to the as part of the Performance Bank Guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Central University of South Bihar, to make good the deficit.

4.2 A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the award letter shall be issued only after the Performance Bank Guarantee in the prescribed form is received. In case of failure by the contractor to furnish the Performance Bank Guarantee within the specified period, the Central University of South Bihar, shall without prejudice to any right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

4.3 The Central University of South Bihar shall not make a claim under the Performance Bank Guarantee except for amounts to which the Central University of South Bihar is entitled under the contract (not withstanding and without prejudice to any other provisions in the contract agreement) in the event of :-

- (a) Failure by the contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the Central University of South Bihar, may claim the full amount of the Performance Bank Guarantee.
- (b) Failure by the contractor to pay the Central University of South Bihar, any amount due, either as agreed by the contractor or determined under any of the Clauses/Condition of the agreement, within 30 days of the service of notice to this effect by the Central University of South Bihar.

4.4 In the event of the contract being determined or rescinded under provision of any of the clause/condition of the agreement, the Performance Bank Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Central University of South Bihar.

**Clause: 5 Discrepancies and Adjustment of Errors : The several documents forming the contract are to be taken as mutually explanatory to one another.**

5.1 In the case of discrepancy on any specification, the following order of preference shall be observed:-

- i. Description of Schedule of Quantities/ Bill of Quantity.
- ii. Technical Specifications.
- iii. Drawings
- iv. Scope of work & Special Condition, if any.
- v. Drawings.
- vi. CPWD Specifications & relevant IS codes.

5.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Vice Chancellor, Central University of South Bihar, shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the Tenderer.

5.3 Any error in description, quantity or rate in Schedule of Quantities/ Bill of Quantity or any omission there from shall not vitiate the contract or release the Tenderer from the execution of the whole or any part of the works comprised therein according to the Supply, fixing, testing & commissioning specifications or from any of his obligations under contract.

**Clause: 6 Price:**

6.1 Rates: The rates tendered by the Tenderer shall be for completed items of covering all materials, labour, carriage, maintenance, consumables, royalties, fees, rents, CIF at site by Sea/Air freight, octroi, levies, insurance charges license fees, renewal fees and demurrage, wastage, tools, plant, equipment, transport, temporary construction, overhead charges and profits as well as general liabilities, obligations and risks etc. arising out of the conditions of the contract etc complete. GST if applicable shall be included in the quoted price(Mention in invoice)

**Clause: 7 Payment Terms:**

7.1 100% payment will be made on completion of whole work on the basis of actual measurement.

7.2 In case, it comes to notice at any stage that work being done is defective or the workmanship is defective or any defects develop during the Currency of contract, the Central University of South Bihar shall be entitled to withhold the Security Deposit without prejudice to other contractual resource.

**Note:** During execution of work if extra items/deviated items are essential to complete the work in a whole, contractor should take prior approval before execution up to the limit of 10% of tender value.

**Clause: 8** Defect Liability Period: One Year from the date of completion and functional of entire work.

**Clause - 9 Breach of Contract**

9.1 The Central University of South Bihar while executing a contract with the bidder shall have the full right to see that the terms & conditions, specifications, quality, workmanship of the works assigned to him or the party to the contract is fully complied and are satisfactory/ acceptable before payments are released.

9.2 If at any stage it is seen that the quality of material being used or service being provided is below the standard accepted/ specified in the agreement or any deviation from the approved specification of the product or the laid down norms are not being followed/ there is contravention to the terms and conditions of agreement, the same will be considered as breach of contract and in such case, the Central University of South Bihar will have full right to stop further payment even if due, until and unless the discrepancies/ objections are set right or replaced/ clarified by the Supplier/ Service



Agency to the entire satisfaction of the Central University of South Bihar. Failing to comply with the above, the Central University of South Bihar would initiate legal action as deemed fit within the jurisdiction of Gaya Courts.

**Clause 10: Force Majeure**

- 10.1 The term "Force Majeure" shall mean acts of God or any act not within the control of parties, such as lightning and unprecedented floods, earthquake, hurricane and wars, revolts, riots, fire, sabotage. Upon the occurrence of such cause and upon its termination, the party, alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately but not later than seven days of the alleged beginning as well as ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 10.2 In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- 10.3 The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts.
- 10.4 Should the delay caused by force majeure exceed two months, the parties to the contract shall hold discussions to resolve the situation mutually.

**Clause 11: Liquidated Damages**

Liquidated damages will be applicable @ 0.5% per week of the contract value subject to a maximum of 10% contract value.

**Clause 12: Dispute Redressal System:-**

- 12.1 In case of any dispute the matter will be referred to Vice Chancellor and his decision will be final.
- 12.2 Either party, not satisfied with the decision of the Vice Chancellor, may opt for Arbitration under Arbitration & Reconciliation Act 1996. Appointment of sole Arbitrator will be done by Vice Chancellor on the request of the aggrieved party within sixty days from the date of request. Arbitrator will be of the rank of serving/retired Chief Engineer/Superintending Engineer.
- 12.3 The supplier will deposit charge @ 7.5 % of the claim with the University & the same will be released only after the settlement of dispute.
- 12.4 Expenses on account of arbitration will be shared equally by both parties which there exists any condition in writing.

**Clause 13: Jurisdiction and applicable law**

Indian Laws will govern this contract and any application in respect of any proceedings under this contract will be to the jurisdiction of the courts of Gaya, Bihar only and also for any application to entertain any suit in connection with this contract. Provided that nothing herein contained shall operate to the prejudice of any rights/recourses of the Central University of South Bihar regarding blacklisting or any other matter.

**Clause 14: Cancellations of contract Notwithstanding anything herein contained :**

- 14.1 The Central University of South Bihar shall have the right to cancel the contract and be entitled to the restitution of all moneys paid by the Central University of South Bihar to the Tenderer under this contract alongwith interest at 18% per annum and the damages as assessed by the Central University of South Bihar in its sole discretion in case the Tenderer fails to perform the obligations strictly within the time stipulated herein or otherwise fails to discharge the duties and obligations undertaken by the Tenderer. The Supply and Installation can be got completed at the risk and cost of the Tenderer and the delivered materials or part thereof may be utilized subject to cost adjustment for the same as determined by the Central University of South Bihar.
- 14.2 Provided that in case of any failure or delay on the part of the parties as aforesaid arising out of the force majeure such other party shall not be entitled to rescind or revoke this contract.

14.3 The Central University of South Bihar reserves the right to cancel the contract in the event of omission/misrepresentation of any material fact.

**Clause 15: Tenderer to indemnify the CENTRAL UNIVERSITY OF SOUTH BIHAR, Panchanpur, Gaya against Patent Rights**

The Tenderer shall fully indemnify and keep indemnified the Central University of South Bihar against any action, claim or proceedings relating to infringement or use of any patent design or any alleged patent or design rights and shall pay any royalties, which may be payable in respect of any article or part thereof included in the contract. In event of any claims made under or action brought against the Central University of South Bihar in respect of any such matters as aforesaid, the Tenderer shall be notified thereof and the Tenderer shall be at liberty', at his own expenses, to settle any dispute or to conduct any litigation that may arise therefrom; provided that the Tenderer shall not be liable to indemnify the Central University of South Bihar if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Central University of South Bihar in this behalf.

**Clause 16:**

The Tenderer shall be sole and Principal Employer of all labour employed on the work and shall comply with all the Indian Labour Laws as well as other laws, bylaws, orders and instructions issued by any competent authority in this behalf. The Tenderer shall be liable for all payments under any law including labour laws as also any compensation required to be paid on account of any injury, accident or mishap. Vendor shall ensure insurance of their workmen deployed in work as per prevailing guidelines of Government cost towards which is deemed to be included in quoted rates.

**Clause 17:**

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

**Clause 18:**

The use of proper fabrication, erection, testing & commissioning devices and equipment's should be made. All persons involved in fabrication, erection, testing & commissioning must be insured. All safety measures to protect life and assets in form of Personal Protective Equipment to be ensured while executing work. No unauthorized persons should be allowed to be present at the place of Work.

**Clause 19:**

Any accident caused because of any activities performed by bidder at any point of time shall be the total responsibility of the bidder and University shall not be responsible for any claim etc.

**Clause 20: Insurance**

All sorts of insurance to be done by the contractor with his own cost.

**Clause 21: EPF/ESI etc.**

To be borne by the contractor nothing will be paid extra by CUSB on this account.

**Clause 22: Safety**

All sorts of safety rules and regulations to be strictly followed by the contractor with his on cost and arrangements.

## Agreement

This agreement made on this ..... Between the Registrar, Central University of South Bihar, (hereinafter referred to as the Registrar, which expression shall unless otherwise excluded by or repugnant to the context be deemed to include its successors, representatives and permitted assignees) of the one part and the ....., the Tenderer (which expression shall unless otherwise excluded by or repugnant to the context be deemed to include its successors, representative and permitted assignees) of the other part.

Whereas, pursuant to the offer of the Tenderer, the Tenderer has agreed to undertake the following works:

Tender for **“Construction of small Shade Net House of size 80 x 30 feet near Horticulture Building adjacent to Stupa”** in Central University of South Bihar, Panchanpur, Gaya (Bihar) for a tendered value of Rs. .... as per the terms and conditions of the work award Letter No ..... dated ..... And terms & conditions annexed hereto.

### **The following documents will also form part of the Agreement**

Sl. No. List of Documents

1. Offer Letter No..... dated .....
2. Work Award Letter No. .... dated .....
3. Time Schedule of work.
4. Schedule of quantity/ Bill of Quantity.
5. Terms & Conditions.
6. Special Conditions of Contract
7. Tender document will be also the part of the agreement.

In witness whereof, the parties have hereunto set and subscribed their handed seals on the day and the year first above written.

For and behalf of Central University of South

Bihar

For and behalf of Tenderer

Registrar

Central University of South Bihar

Witness :

1.

2.

Witness :

1.

2.

## **Brief Scope of Work**

Tender No.: **CUSB/PSD/EE/T/19/2024-25** dated 27/11/2024

**Name of Work: “Construction of small Shade Net House of size 80 x 30 feet near Horticulture Building adjacent to Stupa” in Central University of South Bihar, Panchanpur, Gaya, Bihar**

Approval of Engineer-in-charge shall be taken well in advance for all material's to be used in the work, all repair and patch work shall be neatly carried out to match the original finish and to the entire satisfaction of Engineer-in-charge.

The technical specifications are to be read in conjunction with above and in case of variations; technical specifications of tender document shall apply. Nothing extra shall be paid on account of additional features in the technical specifications as the same are to be read along with schedule of quantities for the work.

The work will be carried out as per relevant IS Codes with up to date amendments. The contractor is required to complete the project in all respects within the controlling architectural norms, drawings, technical specification & SOQ.

The contractor shall hand over all the assets after completion of work with as built drawings, services, maintenance manuals or any other document required by the Engineer-in-charge for maintaining these establishments.

## BOQ

**Name of Work:** Construction Small Shad-Net house of size 80 x 30 feet near Horticulture building adjacent to stupa at CUSB Campus

Sl. No.	Description of items	Unit	Qty	Rate (in Rs)	Amount (in Rs)
1	Foundation of Size 250 x 250 mm for fixing of MS pipe for vertical pole with M15 grade concrete PCC(1:2:4) up to depth 0.65 meter including earth work excavation, shuttering as directed by Engineer-in Charge.	1 job	22.00		
2	Providing MS pipe/ Square pipe of 25 mm, 40 mm, 50 mm & 72mm of thickness 3 mm as per requirement for vertical post/ horizontal post/ Gate including cutting, welding, grinding, loading, unloading & transportation as directed by Engineering-in Charge.	kg	3398.56		
a	MS square pipe 72 mm	kg	424.11		
b	MS square pipe 50 mm	kg	372.38		
c	MS square pipe 40 mm	kg	1567.51		
d	MS square pipe 25 mm	kg	1034.56		
<b>Total</b>		kg	3398.56		
3	Fitting, fixing/ fabrication of MS square pipe 72 mm (approx 67 metre), 50 mm(86 metre), 40 mm (approx 457 metre), 25 mm (approx 488 metre) including fixing of all type of fitting, fixing / fabrication materials like screw, nut-bolt, fastener, clamp etc all complete as directed by Engineering in-charge.	Sq feet	409.16		
4	Painting of MS square pipe (items No. 2 a to d) 72 mm (approx 67 metre), 50 mm (approx 86 metre), 40 mm (approx 457 metre), 25 mm MS Square pipe (approx 488 metre) one coat over prime coat as directed by Engineering in-charge.	1 job	1.00		
5	Providing and fixing of Green colour multi-purpose garden sunlight protection cloth approx 80 sqm area over MS section frame with all fitting items as directed by Engineering in-charge.	Sqm	421.44		
6	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m. All kinds of soil	Sqm	223.93		
7	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	Cum	11.19		
8	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:3:6 (1 Cement : 3 coarse sand (zone-III) : 6 graded stone aggregate 20 mm nominal size)	Cum	1.14		

9	Half brick masonry with common burnt brick clay F.P.S. Bricks of class designation 7.5 in super structure above plinth level upto V level in Cement mortar 1:4 (1 Cement : 4 fine sand )	Sqm	9.54		
10	12 mm cement plaster of mix,1:4(1 cement:4 coarse sand)	Sqm	22.88		
11	Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade :Two or more coats on new work	Sqm	22.88		
12	Centering and shuttering including strutting, propping etc. and removal of form work for :Foundations, footings, bases for columns	Sqm	11.44		
<b>Total Amount (in Rupees)</b>					
<b>GST @__%</b>					
<b>Total Amount including GST (in Rupees)</b>					
<b>Total In Words :- (Including GST)</b>					

**SIGNED FOR AND ON BEHALF OF TENDERER(S)**  
Name of Tenderer(s)

Date : \_\_/\_\_/\_\_\_\_

Place :

Seal & Signature of Tenderer

## UNDERTAKING BY THE TENDERER(S)

(On letterhead)

NAME OF WORK:

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Tender Notice No. : CUSB//PSD/EE/T/19/2024-25, dated 27/11/2024

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)

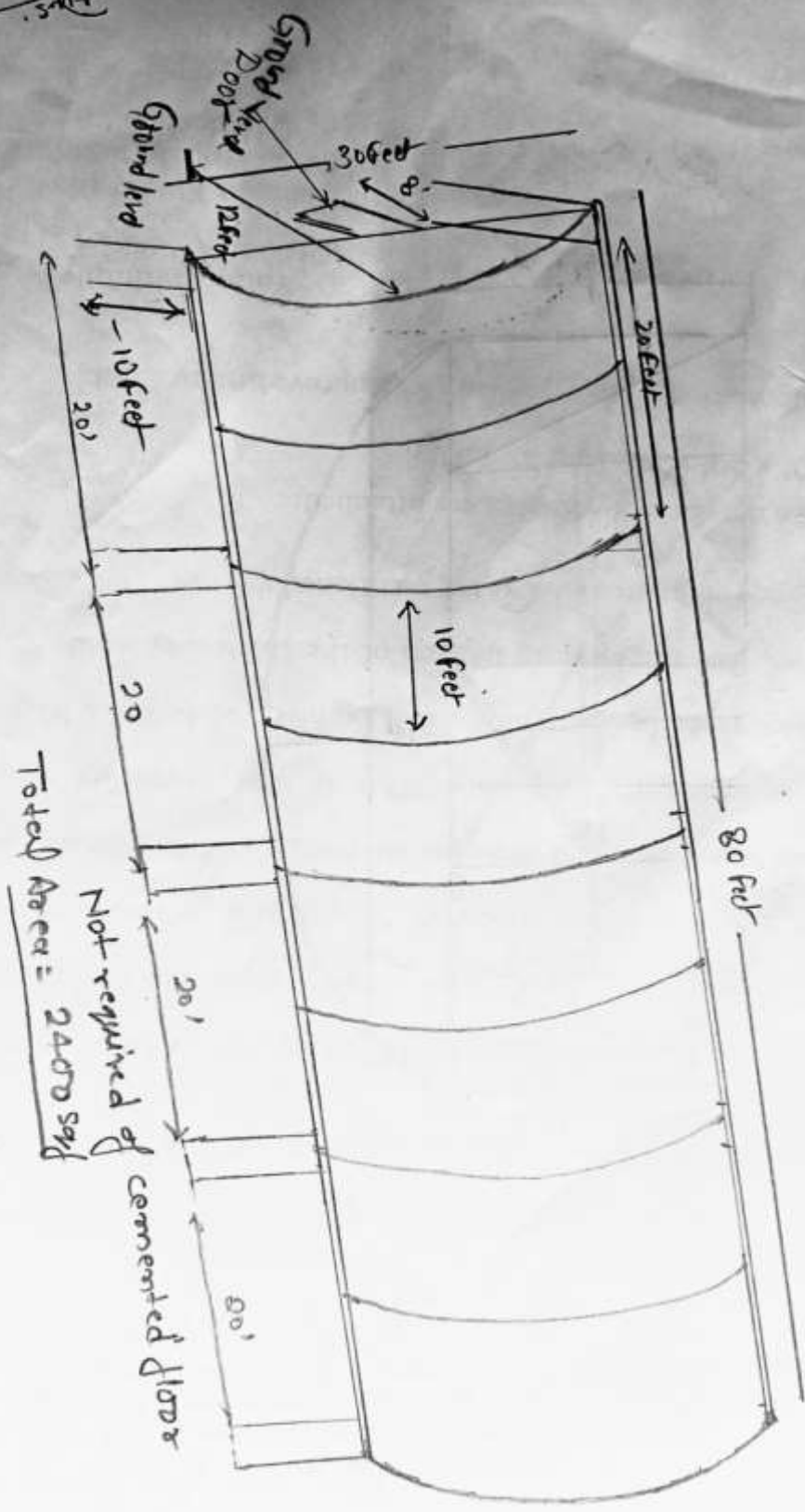
Date : \_\_/\_\_/\_\_\_\_

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.

# Design of Shade Net House



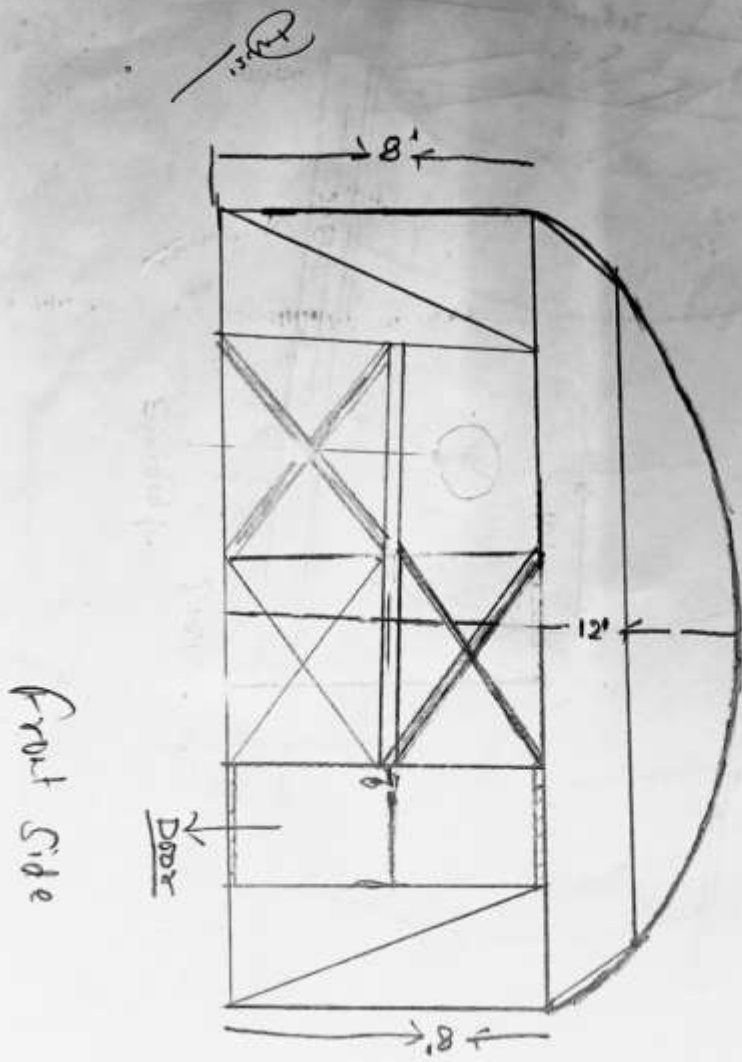
Not required of cemented floor  
 Total Area = 2400 sqft

Full view of walk in tunnel

- ① PTO
- ③

Ths.





Front Side

- ① Height of Pole on side = 8'
- ② Height of Pole in centre = 12'

②

②