

**CENTRAL UNIVERSITY OF JHARKHAND**  
**CHERI-MANATU, RANCHI – 835 222**



**Draft Tender Document**  
**for**  
**Supply and Installation of Furniture items at**  
**Central University of Jharkhand, Ranchi.**

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## **SECTION - I**

Ref. No.: **CUJ/P&S/PFPC/02/2020**

**Date: 11<sup>th</sup> March, 2021**

### **NOTICE INVITING TENDER (NIT)**

#### **“Supply and installation of Furniture items at Central University of Jharkhand, Ranchi”**

1. The Central University of Jharkhand (CUJ) invites **e-Tender** under Single Stage Two Envelops System (Two Bid System) through **Central Public Procurement (CPP) Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in))** (Part-I: Technical bid and Part II: Financial Bid) from experienced and reputed firms/agencies/companies for **“Supply and installation of Furniture items at Central University of Jharkhand, Ranchi”**.
2. The interested bidders can visit the university website [www.cuj.ac.in](http://www.cuj.ac.in) or CPP portal <https://eprocure.gov.in/eprocure/app> for details.
3. Interested firms/agencies/companies are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> / University website [www.cuj.ac.in](http://www.cuj.ac.in) regularly till closing date of submission of tender for any corrigendum/addendum/amendment. After closing date, any notice regarding tender will be publish in University website.

-Sd/-  
**Registrar**

## **SCHEDULE OF TENDER**

<b>Name of Works/Services</b>	Supply and installation of Furniture items at Central University of Jharkhand, Ranchi
<b>Type of Tender</b>	Single Stage Two Envelops System (Two Bid System) (Rule 163 GFR 2017)
<b>Tender Fee</b>	<b>Rs. 2500.00</b> (Rupees Two Thousand Five Hundred Only)
<b>EMD</b>	Bid Securing Declaration Form ( <b>Format VII</b> )
<b>Mode of Tender Fee</b>	<p>The Bidders should send separate NEFT / Online Payment Transfer details for Tender Fee (non-refundable) to the account of “Central University of Jharkhand, Ranchi”.</p> <p>CUJ, Ranchi Bank Details: -</p> <p>Name : Central University of Jharkhand A/C Type : Saving A/C No. : 21525023720 IFSC No. : ALLA0212104 Bank/ Branch : Indian Bank (Allahabad Bank) Brambe Branch, Ranchi</p>
<b>Publication of e-Tender</b>	11 <sup>th</sup> March, 2021 (1000Hrs)
<b>Pre-Bid Meeting</b>	17 <sup>th</sup> March, 2021 ( 1500Hrs)
<b>Last date and time for Submission of online tender documents</b>	24 <sup>th</sup> March, 2021 (1200Hrs)
<b>Date and time of Tender Opening</b>	25 <sup>th</sup> March, 2021 (1400Hrs)

**Note:** - If the tender is not opened on the above date, due to unforeseen circumstances, then the next working day will be considered as tender opening date.

## **SECTION – II**

### **INSTRUCTIONS TO BIDDERS**

1. Tender document can be downloaded from the University Website [www.cuj.ac.in](http://www.cuj.ac.in) or Central Public Procurement Portal (CPPP) at <https://eprocure.gov.in/eprocure/app>.
2. The bidders are requested to read the tender document carefully and ensure all the compliance with instructions herein. Non-compliance of the instructions contained in this document may disqualify the bidders from the tender process.
3. All offers should be written in the English and price should be written in both, figures and words. The offer should be typed or written in pen ink or ball pen. Offer in **pencil will be ignored**.
4. The agencies/ bidders/ firms are advised to read carefully the tender documents and terms & conditions before quoting/ submitting their bid.
5. ***All the pages of the tender documents should be signed and stamped by bidders for their acceptance of all terms and conditions of the tender.***
6. All offers should be written in the **English** and **price** should be written in both, **figures and words**.
7. Quoting firms **must put page number on every page** of the bid. It is also required that page nos. of the documents attached should be mentioned against each item of the main bid.
8. The NEFT / Online Payment for Tender Fee must be deposited to the account of “Central University of Jharkhand, Ranchi” **before the last date of bid submission**. NEFT/ Online Payment transfer details for Tender Fee and Bid Securing Declaration Form must be submitted along with the tender document.
9. The Bids, for which Tender Fee and Bid Securing Declaration Form has been received before the last date of bid submission by the university, will be opened in the presence of Bidders’ authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for University, the due date for submission of bids and opening of bids will be next working day or as announced by the University in the appropriate manner.
10. Address and contact numbers for seeking clarifications & Communication: -

(a) **Address for Communication:**

The Registrar  
Central University of Jharkhand  
Village - Cheri-Manatu  
P.O. – Kamre, P.S.-Kanke  
Dist.- Ranchi - 835 222  
(Jharkhand)

- |  |   |  |
|--|---|--|
| (b) Name/ designation of the contact personnel | : | Prof. SL Harikumar, Registrar                                |
| (c) Telephone/ Mobile numbers                  | : | +91-9304953705 (P.S. to Registrar)                           |
| (d) E-mail ID of contact personnel             | : | <a href="mailto:registrar@cuj.ac.in">registrar@cuj.ac.in</a> |

## SECTION – III

### QUALIFICATION / ELIGIBILITY CRITERIA

1. The bidder must have experience in the area of Supply and installation of Furniture items at Central/ State Government/ PSUs/ Nationalised Banks/ Autonomous bodies/ Reputed Organisations, for a minimum period of **three years ended 31<sup>st</sup> March, 2020**. Furniture item supplied with list of such Central/ State Government/PSUs/Nationalised Banks/ Autonomous bodies/ Reputed Organisations along with work value shall be furnished. **Out of all successfully executed work/ supply orders, at least one successfully executed work order shall be for any Central/ State Government/PSUs/Nationalised Banks/ Autonomous bodies.**
2. **Financial Capability:** Average annual financial turnover of the bidder during the last **three financial years ended 31<sup>st</sup> March, 2020** should be at least **Rs. 80.00 lakhs** (Rupees Eighty Lakhs only).
3. **Past Experience:**
  - (a) The bidder must have at least **three years** experience in Supply and installation of Furniture items to Central/ State Government/ PSUs/ Nationalised Banks/ Autonomous bodies/ Reputed Organisations. **Out of all successfully executed work orders, at least one successfully executed work order shall be from any Central/ State Government/ PSUs/ Nationalised Banks/ Autonomous bodies.**
  - (b) The bidder must have successfully executed/ completed Supply and installation of Furniture items, over the last three financial years ended 31<sup>st</sup> March, 2020:
    - (i) Three similar completed services costing not less than Rs. 32.00 lakh;  
or
    - (ii) Two similar completed services costing not less than Rs. 40.00 lakh;  
or
    - (iii) One similar completed services costing not less than Rs. 64.00 lakh;
4. Self Attested copies of registration certificate/ documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder.
5. Self attested copy of following additional documents:-
  - (a) GST Registration Certificate
  - (b) Firm Registration Certificate
  - (c) OEM / Authorised Dealership Certificate
  - (d) PAN Card
  - (e) Authorised service/ Dealership centre at Jharkhand.
6. Self-attested Copies of work orders and experience with financial value in supply of furniture items for last three years and names & address of clients who may be contacted for further information on those contracts (**Format-II**).
7. The firms should possess at least one of the following prevalent certifications related to quality & safety possessed by most of the brands of furniture manufacturers: ISO 9001, ISO 14001, BIFMA, Green- guard, ISO 18001, ISO 50001. Self-certified copy of minimum one of the aforementioned and currently valid certifications to be attached as proof.

8. Income Tax returns filed for the last three financial years ended 31<sup>st</sup> March, 2020.
9. Certified copies of Audited Annual accounts of the last three financial years ended 31<sup>st</sup> March, 2020 by CA comprising following :-
  - (a) Balance sheet
  - (b) Profit and loss Statement
  - (c) Income and expenditure account
10. Bank Account details (NEFT Mandate Form) (**Format-IV**).
11. An undertaking on non-judicial stamp paper of **Rs. 100.00** to be furnished as per the **Format-V** of the tender document.

**Note:** *Bidders not complying with above conditions or not providing complete information as described shall not be considered and hence out rightly rejected.*

## **SECTION – IV**

### **SCHEDULES OF REQUIREMENTS**

<b>Sl. No.</b>	<b>Item Name</b>	<b>Qty.</b>
1.	Hostel Bed	550 nos.
2.	Study Table	550 nos.
3.	Student Chair	550 nos.

**Note:** The lists of furniture are only indicative/ tentative in nature. CUJ authorities reserve the full right to increase/ decrease the quantity of items either side in the time of award of supply order as per its actual requirement.



## SECTION – V

### TECHNICAL SPECIFICATIONS (INCLUDING DRAWINGS) AND QUALITY ASSURASNCE

Item Name	Specifications	Qty.	Drawing
Hostel Bed	<ul style="list-style-type: none"><li>• Having an overall size of 1875mmx900mmx410mm. The frame of the bed is made of CRC ERW rectangular pipe of 50mmx 30mm size in 1.5mm thickness.</li><li>• The back rest of the bed is made of MS CRCA sheet of 2 mm thickness. Preferably, with CUJ (Central University of Jharkhand) embossed on it.</li><li>• The bed has a modular construction, the main frame having an overall size of 1770x 900mm is placed on a four 100mmx100mm conical supports duly nut bolted to the head and leg side frames.</li><li>• The leg and head frame have a metal insert connector (pipe insert) 100mm long.</li><li>• The insert will add to the load bearing capacity of the bed.</li><li>• The bed shall have levellers made of nylon studs with screw inserts with adjustment of 10mm.</li></ul>	550	<b>Annexure-I</b>
Study Table	<ul style="list-style-type: none"><li>• Study table having an overall size of 900mm x 600mmx 750mm. The frame is made of 50mm x 30mm CRC/ERW/MS pipe duly powder coated in desired shade.</li></ul>	550	<b>Annexure-II</b>
Student Chair	<ul style="list-style-type: none"><li>• Student Chair made of 25mm x 25mm round ERW CRC pipe with seat and back made out of 1mm thick MS CRC sheet duly perforated and powder coated in the desired shade.</li></ul>	550	<b>Annexure-III</b>

## SECTION - VI

### GENERAL CONDITION OF CONTRACT

1. **Bid Security & Tender Fee.** The bidder shall submit NEFT/ Online Payment of **Rs. 2,500.00** (Rupees Two Thousand Five Hundred only) towards tender fee to the account of “Central University of Jharkhand, Ranchi” and Bid Security/EMD as per **Format VII before the last date of bid submission**. NEFT / Online Payment transfer details for Tender Fee and Bid Securing Declaration Form (**Format VII**) must be submitted along with the tender document as per the following details: -

- (a) The terms and conditions of Bid Securing Declaration Form will be executed, if: -
  - (i) The bidder fails to commence the work as per the award letter for undertaking the job, or
  - (ii) In the event of withdrawal of offer during the validity period, or
  - (iii) Non-confirmation of acceptance of the order within the stipulated time after issue of the work order by the University, or
  - (iv) The successful bidder fails to furnish the required Performance Security **within 30 days** on receipt of notification of award of work order from the University, or
  - (v) The bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender.
- (b) Bid Securing Declaration Form should remain valid for a period of **45 (Forty Five) days** beyond the final bid validity period.
- (c) The Bid Securing Declaration Form must be submitted as per provision on OM No. F. 9/4/2020-PPD dated 12<sup>th</sup> November, 2020, Ministry of Finance. (**Format VII**)

2. **Performance Security.** On receipt of notification of award of supply order from the University, the successful Bidder **within 30 days** shall furnish the performance security of **03% (three percent) of Total value of supply order** in the form of DD/FDR/PBG in favour of “**Central University of Jharkhand payable at Ranchi**” issued from any of commercial bank in India in an acceptable format (**Format - VI**): -

- (a) Performance security should remain valid for a period of **60 days** beyond the date of completion of warranty period.
- (b) The Performance Security will be forfeited and credited to the University account in the event of a breach of terms and conditions of Supply order.
- (c) It will be refunded after 60 days, post successful completion of all terms and conditions of supply order and warranty.

3. **Warranty (FORMAT - VIII):**

- (a) **One year** onsite comprehensive warranty and also give the warranty declaration that everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship, transportation hazards, and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specifications. During the warranty period, replacement of any part of items or rectification of defects of works will be free of cost.
- (b) Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction / specifications specified in the order / contract and demonstrate at their own cost. The payments shall be made only after receiving the material in the required specifications and quality to the satisfaction of the University authorities.
- (c) The Vendor shall warrants that any Material supplied hereunder shall conform to the generally recognized manufacturing and safety standards of the Vendor's industry as per Indian Standard Institution (ISI) or similar standard. The Vendor's specifications on performance as

detailed in the Vendor's brochures, sales literature and other specifications as may be available to the university.

(d) Vendor should provide insurance up to the delivery point (on-site and not up to the nearest international airport) and until the time of installation.

(e) In addition to any other express or implied warranties, the Vendor warrants that the material furnished pursuant to this order will be:

(f) Free from defects in design except to the extent that such items comply with detailed designs provided by the university; of merchantable quality and suitable for the purposes, if any, which are stated in the tender/quotation.

(g) This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this order and such warranties shall be extended to the employees, students, and users of the material. Nothing herein, however, shall limit the University's rights in law or equity for damages resulting from delivery of defective goods or damage caused during the delivery of goods or provision of services.

(h) Rights granted to the University in this article entitled WARRANTIES are in addition to any other rights or remedies provided elsewhere in this order or in Law.

4. **Payment Terms & Conditions:**

(a) **Terms of payments for Goods:** 100% of the total payment shall be released on submission of proof of delivery of complete item/stores (stores/consignee receipt), inspection report and on certification of satisfactory installation of the item at the consignee's premises and after "ensuring verification of the Performance Security" @ 03% of the Supply Order value.

(b) **Documents for Payments of Domestic Goods:**

- i. Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- ii. Packing list;
- iii. Insurance certificate, if applicable;
- iv. Railway receipt/ consignment note/ delivery challan;
- v. Manufacturer's warranty certificate;
- vi. Inspection and installation certificate duly signed by the service engineer and university official; and
- vii. Any other document(s) as and if required in terms of the contract.
- viii. Copy of cancelled check/ NEFT detail for making online payment.
- ix. Copy of Performance Security

5. The University will release payment **within 30 working days** from the date of the receipt of bills along with all the above necessary documents, if found in order.

6. The successful bidder/ firm/ agency **shall not be paid any kind of advance** under any circumstances.

7. **Prices and Taxes:** Prices quoted should be firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to, in writing by both parties. The vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to the order.

(a) **Elements of Price:** Where the price has several components such as the price of the goods, cost of installation and commissioning, operators' training, and so on, bidders should furnish a cost break-up indicating the applicable prices and taxes for each of such components along with the overall price.

(b) **Currency:** domestic tenderers are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency; costs of imported goods, which are directly imported against the contract, may be quoted in foreign currency (currencies) and will be paid accordingly in that currency; and the portion of the allied work and services, which are to be undertaken in India (like installation and commissioning of equipment) are to be quoted and paid in Indian currency.

8. **Prices should be FOR** – Central University of Jharkhand, Cheri-Manatu, Kanke, Ranchi and for imported equipment supplier will be responsible for custom clearance and forwarding the same up to university campus. Custom Duty will be reimbursed on actual basis, after submission of the evidence in original. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable taxes until and unless specified in the schedule.

9. **Price Fall Clause:** If at any time prior to delivery of the equipment/stores, the bidder/supplier reduces the sale price of such equipment stores as covered under this tender enquiry, to any organization (including Central/State/Deemed university) at price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipment/stores being supplied after the date of coming into force of such reduction, the price of equipment/stores shall stand corresponding reduced.

10. **Insurance:** Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. If considered necessary, insurance may cover "all risks" including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the Procuring Entity for receiving the goods at the destination. Where delivery of imported goods is required by the purchaser on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser beneficiary. Where delivery is on FOB/FAS basis, marine/air insurance shall be the responsibility of the purchaser.

11. **Deduction of Income Tax, GST and so on, at source from payment to suppliers:** This will be done as per existing government rules/ regulations/ laws in force during the currency of the contract.

12. **Delivery Period:** The item should be delivered to Central University of Jharkhand and within a time period **45 days** & installation be completed within **next 15 days**. If any material is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the order for undelivered material not yet shipped or tendered, and to purchase the same from another vendor and to charge the defaulting Vendor for any loss incurred in this transaction. Any provisions thereof for delivery by instalment shall not be construed as obligatory unless agreed upon by both the parties. The University shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party.

If the vendor is unable to complete performance at the time specified for delivery, by reason of strikes, labour disputes, riot, war, fire or other causes beyond the Vendor's reasonable control, the university at its option, may elect to take delivery of material and to pay such proportion of the contract price as deemed reasonable by the university.

13. **Shipping, Packaging and Labelling:** All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practices and where incorporated, the University's packaging specification. 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, including the final destination. 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, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. It is the sole responsibility of the vendor to provide/replace the item/goods, if it is lost or broken during the shipping or transportation due to whatever may be the reason. Vendor is responsible to ensure, by contacting the University, that the shipping has been properly done i.e., all the items/goods have properly reached the University.

14. **Installation and Commissioning:** Free of cost at University. The OEM must ensure timely installation of the complete unit with necessary support to the indenters, as per details and lists to be made available by the Stores Section or the indenting Departments/ Centre/Schools.

15. **Liquidated Damages (LD):** If vendor fails to deliver any of or all products or does not perform the services within the period specified in the contract, the University reserves the right to, without prejudice to its other remedies under the contract, deduct from the bill, a sum equivalent to **0.5 % of the price of undelivered stores** at the agreed price **for each week to maximum limit of 10% of the value of stores** so undelivered. Once maximum is reached, the second party may consider termination of contract.

16. **Inspection and Acceptance:** Material procured from vendor shall be inspected and tested by the University or its designee at vendors cost. If deemed necessary by the University, the Vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the University during the performance of the order.

(a) If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the Vendor:

- i. rescind the purchase/supply order as to such non-conforming Material;
- ii. accept such material at an equitable reduction in price;
- iii. reject such non-conforming material and require the delivery of suitable replacements

(b) If the vendor fails to deliver suitable replacements promptly, the university, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned thereby, or terminate this order for default. No inspection (including source inspection) test, approval (including design approval) or acceptance of material shall relieve the Vendor from responsibility for defects or other failures to meet the requirements of this order. Rights granted to the University in this article entitled INSPECTION is in addition to any other rights or remedies provided elsewhere in this order or in Law.

17. **Invoicing / Payments / Set-Offs:** After completion of supply against the purchase order, the Vendor shall send duplicate invoices including item number to the University's concern Department.

Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment, if the Vendor failed to meet the requirements of this agreement. The University shall have right at any time to set-off any amounts due to the Vendor, (or any of its associated or affiliated companies) against any amounts owed by the university with respect to this agreement.

18. **Authorised Service Centre/ Branch office in Jharkhand.** The agency/ firm/ supplier shall have a proper Authorised Service Centre/ Branch office in Jharkhand. The Authorised Service Centre/ Branch office shall have effective communication facilities like telephone, fax, e-mail, mobile phones, vehicles etc. and manned control room to ensure quick response. **Documents pertaining to Authorised Service Centre/ Branch office in Jharkhand** i.e. Authorised Dealership/ service centre Certificate, Registration documents, rent agreement/ property documents etc. Shall be submitted with technical bid.

19. **Modification of bids.**

(a) The University reserves the right to alter/ modify any or all conditions of this tender document before submission of Technical and Financial bids.

(b) The agencies/ bidders/ firms shall not be permitted to alter or modify their bids after last date of submission of bids.

(c) At any time prior to the deadline for submission of tender, the University may amend the tender documents issuing by addendum/ corrigendum. The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes, if deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the University unless sufficiently justified by vendor and accepted by the university in a form of amendment/ modified Order issued and signed by the University.

20. **Selection of the Bidder.** For the purpose of selection of the bidder, a Single Stage Two Envelops System (Two Bid System) process will be followed. The response to the tender should be submitted in two parts viz. **Technical Bid & Financial Bid.**

(a) **Technical Bid:** Technical bid should contain information regarding the company/ firm registration details, Authorization letter, Clientele list (List of Users), Performance certificate from clients, self-declaration for not black listed, business turnover, experience and other details of the firm to judge the suitability of the bidder. **(Format II with Format I – Check List)**

(b) **Financial Bid:** Financial bid should contain rate of the service charge required to be supplied along with tender form, duly filled and signed by the authorized person. Conditional Offer will not be accepted. **(Format III)**

(c) The Technical Bid will be opened on the prescribed tender opening date in the presence of agencies/ bidders/ firms or their authorized representative wishes to participate. The Financial Bid of all technically qualified agencies/ bidders/ firms will be opened as per the intimated/ scheduled date and time of financial bid opening.

21. **Evaluation of bid.**

- (a) Technical Bid along with pre-qualification criteria of this tender will be evaluated by an evaluation committee nominated by competent authority to conclude the tender. Financial bids of bidders who are technically qualified as per evaluation committee will only be opened.
- (b) **Unless otherwise stated in the price bid, it will be construed that the price quoted is inclusive of all taxes and duties. No claim in this regard will be entertained at a later stage.**
- (c) The price quoted by the bidder should be final and no escalation shall be permitted during the contract period except for statutory levies enhanced or introduced subsequent to the date of submission of the price bid duly supported by documentary evidence.
- (d) **The overall successful bidder/ lowest bidder (L1) will be decided on the basis of lowest quoted overall/ Grand Total of all tendered items in Financial Bid.**

22. **Rejection of Bids:**

- (a) If bidders give wrong information in their bid, University reserves the right to reject such bids at any stage and forfeit the **Bid Securing Declaration Form** / Performance Bank Guarantee and cancel the order, if awarded.
- (b) **If the technical offer contains any price information the offer will be summarily rejected.**
- (c) Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.
- (d) Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection. **All pages of the tender documents have to be duly signed and stamped by the authorised signatory.**
- (e) Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.
- (f) The Tenderer must confirm in their bid acceptance of all the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render /liable the Quotation for rejection.
- (g) The University reserves the right to reject any or all the bids without assigning any reason thereof.
- (h) Incomplete tenders, amendments and additions to tender after opening are liable to be ignored and rejected.
- (i) The Technical Bid will not be considered for applicants who's **Tender Fee and Bid Securing Declaration Form** is not found in order.
- (j) Overwriting should be avoided. Correction, if any, should be made by neatly by crossing out, signed and re-writing. Use of fluid (whitener) is not allowed and such tenders shall be rejected. Pages of the tender document are numbered. Additional sheets, if any added by the supplier, before last date of submission of bid should also be numbered by him.

23. **Withdrawal of bids.** No bidder will be allowed to withdraw it's bid in the interval between the deadline of submission of bids and expiration of period of bid validity. Withdrawal of bid during this period will result in forfeiture of the bidder's bid security Declaration Form and other sanctions.

24. **Bid Validity.** Bids should be valid for a period of **180 days** from the date of opening of bid.

25. **Settlements of disputes.** All the disputes shall be initially settled with mutual discussions or arbitration. Any dispute, disagreement of question arising out of or relating to this contract or relating to services or performance, which cannot be settled amicably, if any, with regard to providing services and interpretation of any clause in this agreement, the Hon'ble High Court of Jharkhand at Ranchi shall have the Jurisdiction.

26. **Arbitration.** The arbitration proceedings will be followed as enumerated below: -
- (a) All disputes or differences arising out of or in connection with the present contract or any part thereof, should be settled by bilateral discussions.
  - (b) Any dispute, disagreement or question arising out of or relating to this contract or relating to services or performance, which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
  - (c) Within sixty (60) days of the receipt of the said notice, at least 03 arbitrators shall be nominated in writing by the authority agreed upon by the parties. One of the arbitrator should be an expert of security or concerned field.
  - (d) The seat of Arbitration shall have be at Ranchi.
  - (e) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 as amended time to time.
  - (f) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses there to shall be shared equally by the parties, unless otherwise awarded by the arbitrator.
  - (g) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.
  - (h) The language of the arbitration shall be English.
27. **Final decision making authority.** The Vice Chancellor, Central University of Jharkhand, Ranchi reserves the right to accept or reject any bid and to annul the tender process and reject any or all bid at any time, without assigning any reason or incurring any liability to the applicants.
28. **Assignment/ Subcontracting/ Sublet.** The Firm/Agency shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted/ sublet any obligations or work hereunder without the prior written consent of the University.
29. **Cancellations of tender/ Contract:** The University reserves right to accept or reject any or all Bids. The University also reserves the right to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action. The University may cancel agreement entered with vendor in whole or in part, for no cause, upon written, e-mail, or telex notice to the Vendor, in the event that the vendor: -
- (a) Fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
  - (b) Appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
  - (c) Files a voluntary petition in bankruptcy; or
  - (d) Has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
  - (e) Voluntarily ceases trading; or
  - (f) Merges with or is acquired by a third party; or
  - (g) The delivery of the goods/ services is delayed for causes **not attributable to Force Majeure** for more than **15 days** after the scheduled date of delivery. ; or
  - (h) The firm/agency is declared bankrupt or becomes insolvent. ; or
  - (j) The delivery of goods/ services is delayed due to causes of Force Majeure by more than



(06 months) provided Force Majeure clause is included in contract. ; or

(k) The University has noticed that the supplier has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/company etc. ; or

(l) As per decision of the Arbitration Tribunal. ; or

(m) Assigns any of its rights or obligations under the order to a third party without the university's prior written consent. ; or

Upon the occasion of any one of the aforesaid and in addition to any remedies which the university may have in Law or in Equity, the university may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the university such work in progress or completed material/ services as may be requested by the university. The University shall have no liability to the Vendor beyond payment of any balance owing for Material/ service purchased hereunder and delivered to and accepted by the university prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the university.

30. **Force Majeure clause:**

(a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods/ Services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

31. In case, the security agency/ supplier **does not execute the supply order** as per the terms and conditions of the supply order/ Agreement, the same shall be **executed through other firm/ agency** and the **expenditure**, 'if any', incurred in this regard shall be **recovered** from the supplier's Security Deposit and Pending bills.

32. In case, the successful bidder awarded supply order for supply and installation of furnitures, **fail to execute** the ordered items/ services as per supply order/ agreement, the University shall award the order to **the next higher responsive bidder at the rates offered by lowest responsive bidder. (Rule 173(xvi) of GFR 2017)**

33. Disputes, grievances, if any, between the Security agency/ Service Provider and personnel deployed by it or between deployed security personnel, has to be settled/ resolved by the Service Provider only.

34. **Other terms & conditions.**

(a) Central University of Jharkhand reserves the right to verify/ seek confirmation of all original documentary evidence submitted by bidders in support of above mentioned specification for eligibility criterion. In case any information furnished by the bidder is found to be false/ incorrect at any stage, the bid shall be summarily rejected and no correspondence on the same shall be entertained.

(b) If any information furnished by the applicant is found to be incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of work in Central University of Jharkhand. The Central University of Jharkhand reserves the right to verify the particulars furnished by the applicant independently.

(c) The Central University of Jharkhand reserves the right to reject any or all prospective applicants without assigning any reason and to restrict the list of tendered contractors to any number deemed suitable by it, if too many applications are received satisfying the basic PQ criteria.

(d) The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of Tender document unless it is called for by the University.

(e) After issuance of acceptance of the contract, you shall deploy the requisite no. of security personnel and commence the security services at the earliest as per the terms & conditions of the contract and the directives of the authorities of the university.

35. **Letter of transmittal.** The bidder should submit the letter of transmittal along with tender document (**Format-IX**).

## **SECTION - VII**

### **SPECIAL CONDITION OF CONTRACT**

1. The **OEM** (Original Equipment Manufacturer) should be an **ISO-9000 or ISO- 14001/ BIFMA** certified company with due credits to energy conservation and green earth compliance. While the above procedures lay down the overall guidelines, Central University of Jharkhand reserves the right to select the vendor based on other parameters, at its discretion.
2. **Refund from Supplier.** If the supplier, after claiming and receiving reimbursements for GST or other taxes and so on, from the purchaser, applies to the concerned authorities for refunds, on genuine grounds, of certain portions of such duties and taxes paid by it and receives the allowable refunds. Such refunds contain the university's share also (out of the payments already made by the university to that supplier) and that should be **refunded to the University**.
3. **Rescheduling.** The University may without liability at least seven days prior to the scheduled delivery date appearing on the order defer delivery on any or every item under said order by giving oral notice to the Vendor (confirmed in writing within seven working days) of any necessary rescheduling.
4. **Site Visit.** The bidder, at the bidder's own responsibility, risk and expenses, may be encouraged to visit and examine the site and its surroundings and shall obtain all information that may be necessary for preparing the bid and entering into a contract for the services.
5. **Patent Indemnity.** The Vendor shall have to indemnify, hold harmless and defend the University, its employees, and students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Letter, Patent, Registered or Industrial Design, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the University's) associated herewith. The university reserves the right to be represented in any such action by its own counsel at its own expense.
6. **Compliance with Laws.** After acceptance of tender, successful bidder shall have to comply with the requirements of all the existing laws. The Vendor shall also have to comply with the Fair Labour Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Vendor's performance hereunder. The Vendor will have to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the Vendor's failure to comply with any laws, ordinance, regulations and codes.
7. **Sample Verification.** The supplier shall provide a sample of each tendered items as per specifications in the tender document post award of supply order for verification of sample item by the competent authority of university prior to supply of all items.
8. **Site preparation.** The supplier shall inform the University about the site preparation, if any, needed for installation, immediately after receipt of the supply order. Suppliers must provide complete details regarding space and all infrastructural requirements needed for the equipment, which University should arrange before the arrival of equipment to ensure its early installation and smooth operation thereafter. The supplier may offer his advice and render assistance to University in the preparation of the site and other pre-installation requirements.

9. **Workmen Safety and Insurance.** The service provider shall alone be fully responsible for safety, security and insurance or life insurance of their employed personnel, who are engaged for the security services of the university. The service provider shall provide and ensure sufficient protection gears like big size quality torch with battery thereof, heavy duty lathi of suitable size, Whistles etc. are being used by their workers while carrying out security related activities. The University **shall not be liable/ responsible** for any compensation in case of any fatal injury/ death caused to or by engaged security personnel while performing/ discharging their duties/ for inspection or otherwise.

10. **OEM/ Authorized Dealer/agents of Supplier:** when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its bid, the manufacturer's authorization certificate and also manufacturer's confirmation of extending the required warranty for that product. In cases where the manufacturer has itself submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned.

11. **Conflict of Interest among Bidders/Agent:** The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) They have controlling partner (s) in common; or
- (b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- (c) They have the same legal representative/agent for purposes of this bid; or
- (d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- (e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
- (f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  - i. The principal manufacturer directly or through one Indian agent on his behalf; and
  - ii. Indian/foreign agent on behalf of only one principal.
- (g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- (h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

11. All services shall be performed by persons qualified and experienced in performing such services.

12. **Access to Books of Accounts:** In case it is found to the satisfaction of the University that the firm/agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the firm/agency, on a specific request of the University, shall provide necessary information/ inspection of the relevant financial documents/information.
13. **Penalty for use of Undue influence:** The firm/ agency undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the University or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the firm/ agency) or the commission of any offers by the firm/ agency or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the University to cancel the contract and all or any other contracts with the firm/ agency and recover from the firm/ agency the amount of any loss arising from such cancellation. A decision of the University or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the firm/ agency. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the firm/ agency towards any officer/ employee of the University or to any other person in a position to influence any officer/ employee of the University for showing any favour in relation to this or any other contract, shall render the firm/ agency to such liability/ penalty as the University may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the University.
14. The supplier shall be available to contact at all times (24 X 07 Hrs a day) and message sent by WhatsApp, SMS, E-mail, Fax or any Special Messenger from University, shall be acknowledged immediately on receipt on the same day.

## **SECTION - VII**

### **FORMATS**

#### **Format – I**

### **CHECK LIST**

**(To be filled by the bidder and submit supporting documents along with the Technical Bid.)**

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

<b>S. No.</b>	<b>Document details</b>	<b>Yes/ No</b>	<b>Page No. of Supporting documents</b>
1	Signed copy of Tender documents		
2	Tender Fee		
3	EMD Declaration Form ( <b>Format VII</b> )		
4	Valid MSME Certificate, if applicable		
5	Company/ Firm registration details		
6	Authorised Service Centre/ Branch office in Jharkhand (i.e. Authorised Dealership/ service centre Certificate, Registration documents, rent agreement/ property documents etc)		
7	PAN No.		
8	GST No.		
9	Bank accounts details for NEFT payment		
10	OEM / Authorised Dealership Certificate		
11	Attach copy of Work orders for satisfactorily completed at least three years experience of supplying and installation of furniture to Central/ State Government/ PSUs/ Nationalised Banks/ Autonomous bodies/ Reputed Organisations.		
12	Prevalent certifications related to quality & safety of furniture manufacturers: ISO 9001, ISO 14001, BIFMA, Green- guard, ISO 18001, ISO 50001 etc., as applicable		
13	Income Tax Return (Last three years)		
14	Certified copies of CA Audited Annual accounts of the last three years by comprising following :- (a) Balance sheet (b) Profit and loss Statement (c) Income and expenditure account		
15	Client list and work done list of the successful supply orders executed for furniture during the last three years.		
16	No. of years of experience in supply of furnitures (Attach supporting documents)		
17	Acceptance of all terms / conditions towards after sales / services as mentioned in the bidding document.		

18	Declaration of Non-Black Listing of firm, No family member/ relative at CUJ and other terms & conditions on Non-Judicial paper <b>(As per Format V)</b> .		
19	Signed Un-priced copy of Financial Bid (BOQ) with “Nil” written in Rate and amount Column.		
20	Signed copies of any other documents as mentioned in tender		
21	Any other supporting documents/ certificate/ information supplied by bidder		

**Note** : The tender shall be submitted online in two parts (Technical Bid and Financial Bid).The offers submitted by Post/ Fax/ email shall not be considered. No correspondence will be entertained in this matter.

**(Signature of the Bidder with stamp of firm with Date)**

**TECHNICAL BID**  
**(A) GENERAL INFORMATION**

Sl. No.	Particular	Details
1	Name of the firm/ contractors/ agency	
2	Address of the firm/ contractors/ agency	
3	Address of Authorised Service Centre/ Branch office in Jharkhand	
4	Mobile No.	
5	E-mail	
6	Registration Number and date of registration of company / cooperative / agency / SHG / Society, if any	
7	Year of Establishment	
8	Type of Organization: (Whether Proprietorship, Partnership, Private Ltd. Company or Co-operative body etc. In case the applicant is a non-individual, Certified copy of a Partnership deed/ Certificate of Incorporation/ Certificate of Registration issued by the Registrar of Cooperative Societies/ as the case should be enclosed)	
9	GST Registration no.	
10	PAN Card no.	
11	Bank Accounts Details	
12	OEM / Authorised Dealership No.	
13	Details of Prevalent certifications related to quality & safety of furniture manufacturers: ISO 9001, ISO 14001, BIFMA, Green- guard, ISO 18001, ISO 50001 etc	
14	Annual Turnover (Rs. in Lakh) for last three Financial years.	FY 2017-18 Rs..... FY 2018-19 Rs..... FY 2019-20 Rs.....
15	Income Tax Return for last three Financial years	FY 2017-18 FY 2018-19 FY 2019-20
16	Performance certificates from previous clients with contact no. from 2017-18 to till date separately in respect of works.	
17	Have you satisfactorily completed at least three years experience of supplying and installation of furniture items to Central/ State Government/ PSUs/ Nationalised Banks/ Autonomous bodies/ Reputed Organisations?	
18	No. of years of experience in supplying and installation of furniture items	
19	Any other relevant information important in the opinion of the tenderer.	
20	Name and Mobile Number of senior executives, who can be contacted at any time.	

**Note:** Attach supporting documents for all the above mentioned details. Tenderer may use separate / additional sheet wherever required)

(Signature of the Tenderer with stamp of firm with Date)



**TECHNICAL BID**  
**(B) FINANCIAL INFORMATION**

**Financial Analysis:** Furnished following financial details, duly supported by certified copy of audited balance sheet, profit & loss statement for the last three years : -

Financial Year	Annual Turn over	Profit / Loss	Remarks
FY 2017-18			
FY 2018-19			
FY 2019-20			
Gross Total			
Average Annual Turnover of three years			

(Signature of the bidder with stamp of firm with Date)

**Details of certifying Charter Accountant**

Name:-

Reg. No.-

Membership No.-

Address with Mobile no. and E-mail -

Certified by Charter Accountant (ink signed with stamp)

**FORM 'C' : DETAILS OF SIMILAR WORKS COMPLETED DURING LAST THREE (03) YEARS.**

<b>Sl. No.</b>	<b>Name of the project and location</b>	<b>Name of the organization</b>	<b>Cost of work in Lacs</b>	<b>Date of Commencement as per the contract</b>	<b>Stipulated date of completion</b>	<b>Actual date of completion</b>	<b>Litigation/ arbitration pending/ in progress with details *</b>
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

\*Indicate gross amount claimed and amount awarded by the Arbitrator

**Notes: -**

1. Submit the relevant supporting documents.
2. Please mention all works executed equal to or above the qualifying amount.
3. For stipulated date of completion, submit copy of work order.
4. For actual date of completion, submit copy of completion certificate from the purchaser.
5. Please clearly indicate the works (in the above form) on the basis of which pre-qualification is being sought.

**(Signature of the Tenderer with stamp of firm with Date)**

**FORM 'D' : TECHNICAL SPECIFICATIONS (COMPLIANCE STATEMENT)****Technical specification and requirements for “Supply and installation of furniture”**

<b>Item Name</b>	<b>Technical Specification for Furniture</b>	<b>Complied (Yes/ No)</b>	<b>Deviation if any</b>
	<b>Specifications</b>		
Hostel Bed	<ul style="list-style-type: none"><li>• Having an overall size of 1875mmx900mmx410mm. The frame of the bed is made of CRC ERW rectangular pipe of 50mmx 30mm size in 1.5mm thickness.</li><li>• The back rest of the bed is made of MS CRCA sheet of 2 mm thickness. Preferably, with CUJ (Central University of Jharkhand) embossed on it.</li><li>• The bed has a modular construction, the main frame having an overall size of 1770x 900mm is placed on a four 100mmx100mm conical supports duly nut bolted to the head and leg side frames.</li><li>• The leg and head frame have a metal insert connector (pipe insert) 100mm long.</li><li>• The insert will add to the load bearing capacity of the bed.</li><li>• The bed shall have levellers made of nylon studs with screw inserts with adjustment of 10mm.</li></ul>		
Study Table	<ul style="list-style-type: none"><li>• Study table having an overall size of 900mm x 600mmx 750mm. The frame is made of 50mm x 30mm CRC/ERW/MS pipe duly powder coated in desired shade.</li></ul>		
Student Chair	<ul style="list-style-type: none"><li>• Student Chair made of 25mm x 25mm round ERW CRC pipe with seat and back made out of 1mm thick MS CRC sheet duly perforated and powder coated in the desired shade.</li></ul>		

**(Signature of the Tenderer with stamp of firm with Date)**

**FINANCIAL BID / BOQ****Price Quoted by firm/ agency (in Rupees)****“Supply & Installation of Furniture at Central University of Jharkhand, Ranchi”**

Sl. No.	Name of Items	Quantity	Make/ Model	Unit Rate	Total
1.	Hostel Bed	550 nos.			
2.	Student Table	550 nos.			
3.	Student Chair	550 nos.			
4.	GST, as applicable				
5.	<b>Grand Total</b> (Inclusive of all taxes)				
6.	<b>Grand Total</b> (Inclusive of all taxes) (in Words)				
	<b>Note:</b> (a) The Firm/Agency must be quoted unit rate. (b) Order shall be placed on the party who quotes over all lowest <b>Grand Total</b> (Inclusive of all taxes). (c) In case of confusion of unit rate against total price, unit rate will prevail forevaluation. (d) In case of confusion in word and figures in quoted rate / total price of any item, rate / total price quoted <u>in word</u> will prevail. Similarly in case of confusion in word and figures in overall price, price quoted in words will prevail. (e) The quantity of mentioned above items may be increase / decrease as per the requirement of the University.				

**(Signature of the Bidder with stamp of Firm with Date)**

**NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) – MANDATE FORM**

- (1) Name of Account holder: \_\_\_\_\_
- (2) Bank Name: \_\_\_\_\_
- (3) Bank Branch Address: \_\_\_\_\_
- (4) Account Type: Savings/Current/Cash Credit/NRI \_\_\_\_\_
- (5) Account No. \_\_\_\_\_  
(Bank account number should be written from left to right)
- (6) IFS Code: \_\_\_\_\_
- (7) MICR Code. : \_\_\_\_\_
- (8) Bank Registered Mobile number: \_\_\_\_\_
- (9) Bank Registered E-Mail Id: \_\_\_\_\_

\_\_\_\_\_  
Signature of the Account holder

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

**Enclosure:-**

(a) Cancelled cheque leaf

Or

(b) if cheque is not having the name of bank holder then Photo copy of the page of Bank pass book containing details of Bank accounts number, IFS code etc.

**DECLARATION BY THE BIDDER**

***(To be executed & attested by Public Notary / Executive Magistrate on Non-Judicial Stamp paper of Rs. 100/- by the bidder)***

I/We \_\_\_\_\_ Proprietor of M/s \_\_\_\_\_ do hereby declare following, that : -

1. The firm/ company namely M/s \_\_\_\_\_ **has not been blacklisted or debarred** in the past by Union / State Government or organization from taking part in Government tenders in India.
2. Neither myself nor any of my family members are employee of the Central University of Jharkhand.
3. I/ We do accept all the terms and conditions of the tender documents towards "Tender for supply and installation of furniture at Central University of Jharkhand, Ranchi".
4. I/We have not involved any litigation, current or during the last five years, the parties concerned and disputed amount.
5. All services shall be performed by persons qualified and experienced in performing such services.
6. I/We shall be available to contact at all times (24 X 07 Hrs a day) and message sent by WhatsApp, SMS, E-mail, Fax or any Special Messenger from University to the supplier shall be acknowledged immediately on receipt on the same day.
7. I/We shall not engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the firm/agency, on a specific request of the University, shall provide necessary information/ inspection of the relevant financial documents/information.
8. The information furnished in the Technical bid is true, complete and correct to the best of my knowledge and belief, I undertake that in the event of any information being found fake or false at any stage, my tender shall be liable to be cancelled / terminated without any notice or compensation in lieu thereof shall be given.
9. In case the above information found false, I / We are fully aware that the tender/ contract will be rejected / cancelled by the Central University of Jharkhand, Bid Security / Performance Security shall be forfeited and will be debarred from any future tendering process. Pay the penalty as fixed by the University in addition to forfeiture of the performance guarantee for causing administrative inconvenience to the University. The University may also initiate the process of blacklisting our firm/agency for the breach of contract. In addition to the above, Central University of Jharkhand, will not be responsible to pay the bills for any completed / partially completed work.

Deponent

Witness:-

1. ....
2. ....

Name \_\_\_\_\_

Address \_\_\_\_\_

Attested: \_\_\_\_\_

(Public Notary / Executive Magistrate)

**FORMAT OF BANK GUARANTEE FORM**

- This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, authorized by RBI to issue a Bank Guarantee.
- This bank guarantee should be furnished on **stamp paper of Rs. 100/-**
- The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.
- In the case of foreign bidder, the B.G may be furnished by an international reputed bank acceptable to the Purchaser countersigned by any Nationalized / Scheduled Bank in India authorized by Reserve Bank of India.

**PERFORMANCE BANK GUARANTEE**

1. Whereas M/s ....., having its registered office at..... hereinafter called "the Supplier" for the....., in consideration of the Central University of Jharkhand, Ranchi (hereinafter called "CUJ") P.O. No. CUJ / ..... dt. .... placed an order for the due fulfilment by the said supplier of the terms and conditions in the supply order, on production of a Bank Guarantee for Rs.....(Rupees..... only). We.....Bank, (Rein after referred to as "the Bank") at the request of supplier do hereby undertake to pay to the CUJ an amount on exceeding to Rs..... (Rupees.....only).

2. We ..... Bank do hereby undertake to pay CUJ, the amounts due and payable under this guarantee without any demur, merely on a demand from CUJ stating that the amount claimed is required to meet the recoveries due or likely to be due from the said supplier. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding to Rs..... (Rupees..... only).

3. We undertake to pay to the CUJ any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid and discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

4. We the Bank further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the CUJ under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Registrar on behalf of the CUJ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said and accordingly discharges this guarantee.

5. We, the ..... Bank further agreed that the CUJ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Work Order or to extend the time of performance by the said service provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the CUJ against the said supplier and to forbear or enforce any of the Terms and Conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the CUJ or any indulgence by the CUJ to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the supplier.

7. We, the ..... Bank lastly undertakes not to revoke this guarantee except with the previous consent of the CUJ in writing.

8. This guarantee shall be valid upto unless extended on demand by CUJ. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).

Notwithstanding anything contained herein

1. Our liability under this bank guarantee shall not exceed Rs..... (Rupees.....only)

2. Bank guarantee shall be valid upto.....

3. We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before.....

**Dated:**

**Signature & Seal of the Bank**

**Note:** The above format contains specific clauses and expressions. These clauses and expressions can vary depending upon the nature / type of agreement and situation. Basic aspect to be kept in mind is that interest of CUJ is fully protected.



**Bid Securing Declaration Form**

**(Letter head of Firm/ Agency)**

Date .....

Tender No.....

To  
The Registrar  
Central University of Jharkhand  
Cheri- Manatu, Kanke  
Ranchi – 835 222

We, the undersigned, declare that:

We, M/s ..... (herein referred as bidder) understand that, according to bid clause, bids may be supported with a Bid Securing Declaration, bidder render the declaration that:-

Bidder will automatically be suspended from being eligible for bidding in any contract with the Central University of Jharkhand (herein referred as Purchaser) **for the period of one year**, starting on bid submission closing date, if bidder are in breach of any of the following obligation(s) under the bid conditions:-

- (i) The bidder fails to commence the work as per the award letter for undertaking the job, or
- (ii) If bidder withdraws the bid proposal during the validity period as state in documents, or
- (iii) Non-confirmation of acceptance of the order within the stipulated time after issue of the work order by the University, or
- (iv) The successful bidder fails to furnish the required Performance Security **within 15 days** on receipt of notification of award of work order from the University, or
- (v) If the Bidder fails to sign the Contract/ Agreement **within 21 days** on receipt of notification of award of work order from the University, or
- (vi) The bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender.

Bidder understand that this declaration shall expire, if Bidder is not the successful bidder and on receipt of purchaser's notification of the award to another Bidder; or 45 days after the validity of the Bid' whichever is later.

(Signature) Authorized Signatory Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Office Seal : \_\_\_\_\_

Place : \_\_\_\_\_

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

**CERTIFICATE OF GUARANTEE / WARRANTY**

(To be given on Company Letter Head)

1. I / We, \_\_\_\_\_, certify that the guarantee / warranty shall be for a period of **01 year** (as applicable) starting from the date of satisfactory supply and installation of furniture at Central University of Jharkhand, Ranchi and of the works conducted therewith covered under the Supply order. During the guarantee / warranty period, I/we shall provide free “after sale service/ support” and the replacement of any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. The benefit of change in dates of the guarantee/ warranty period shall be in the interest of the user/your organization.

1. We shall try to repair the furniture at University premises itself. However, the furniture will be taken to our site on our own expenses in case it is not possible to repair the same at University premises. We shall take the entire responsibility for the safe custody and transportation of the furniture taken out for repairs till the furniture is rehabilitated to the University after repair. Any loss of furniture or its accessories under its charge on account of theft, fire or any other reasons shall be at our sole risk and responsibility which will be compensated to University for such losses.

2. We guarantee that in case we fail to carry out the maintenance within the stipulated period, University reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs/ maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of Performance Bank Guarantee, the same shall be recoverable from us with/ without interest in accordance with the circumstances.

3. We undertake to perform calibration after every major repair/ breakdown/ taking the furniture for repair out of University premises.

4. We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.

5. We guarantee that we will supply spare parts if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.

6. We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.

7. We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.

**(Signature of the Tenderer with stamp of firm with Date)**

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:.....

To,  
The Registrar  
Central University of Jharkhand  
Brambe, Ranchi – 835 205

Sub: Acceptance of Terms & Conditions of Tender.

Reference No:.....

**Name of Tender / Work:**.....  
.....

Sir/Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned “Tender/Work” from the web site(s) namely:.....  
..... as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No..... to ..... (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation to have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

**(Signature of the Bidder, with Official Seal)**

**BED WITH BOX**



**Study Table**



**Student Chair**

