झारखण्ड केन्द्रीय विश्वविद्यालय CENTRAL UNIVERSITY OF JHARKHAND चेरी–मनातू, राँची– 835 222 CHERI-MANATU, RANCHI - 835 222



TENDER DOCUMENT FOR "ANNUAL RATE CONTRACT FOR SUPPLY OF CHEMICALS, GLASSWARE, PLASTICWARE, GAS AND MISCELLANEOUS LAB ITEMS" AT CENTRAL UNIVERSITY OF JHARKHAND, RANCHI

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SECTION - I

Ref. No. CUJ/RC/07/2023/109

Dated: 15/12/2023

<u>निविदा आमंत्रण सूचना</u> <u>NOTICE INVITING TENDER (NIT)</u>

"Annual Rate Contract for Supply of Chemicals, Glassware, Plasticware, Gas and Miscellaneous Lab items at Central University of Jharkhand, Ranchi"

1. The Central University of Jharkhand (CUJ) invites <u>e-Tender</u> under Single Stage Two Envelops System (Two Bid System) through **Central Public Procurement (CPP) Portal** (www.eprocure.gov.in) (Part-I: Technical bid and Part II: Financial Bid) from experienced and reputed firms/ agencies/ companies for "Annual Rate Contract for Supply of Chemicals, Glassware, Plasticware, Gas and Miscellaneous Lab items at Central University of Jharkhand, Ranchi".

2. The interested bidders can visit the university website <u>www.cuj.ac.in</u> or CPP portal <u>https://eprocure.gov.in/eprocure/app</u> for details.

3. Interested firms/ agencies/ companies are advised to visit CPPP website <u>https://eprocure.gov.in/eprocure/app</u> / University website <u>www.cuj.ac.in</u> 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

| Name of Works/Services | Annual Rate Contract for Supply of Chemicals, Glassware, Plasticware, Gas and Miscellaneous Lab items at Central University of Jharkhand, Ranchi | | |
|--|--|--|--|
| Type of Tender | Single Stage Two Envelops System (Two Bid System) (Rule 163 GFR 2017) | | |
| Tender Fee | Rs. 2500 .00 (Rupees Two Thousand Five Hundred Only) | | |
| EMD | Bid Securing Declaration Form (Format VI) | | |
| Mode of Tender Fee | The Bidders should send separate NEFT / Online Payment Transfer details for Tender Fee (non- refundable) to the account of "Central University of Jharkhand, Ranchi". CUJ, Ranchi Bank Details: - Name : Central University of Jharkhand A/C Type : Saving A/C No. : 21525023720 IFSC No.: IDIB000B873 Bank/ Branch : Indian Bank (Allahabad Bank) Brambe Branch, Ranchi | | |
| Publication of e-Tender | As per CPP Portal | | |
| Pre-Bid Meeting | As per CPP Portal | | |
| Last date and time for Submission of online tender documents | As per CPP Portal | | |
| Date and time of Tender Opening | As per CPP Portal | | |

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.

<u>SECTION – II</u>

INSTRUCTIONS TO BIDDERS

1. Tender document can be downloaded from the University Website <u>www.cuj.ac.in</u> or Central Public Procurement Portal (CPPP) at <u>https://eprocure.gov.in/eprocure/app</u>.

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. The agencies/ bidders/ firms are advised to read carefully the tender documents and terms & conditions before quoting/ submitting their bid.

4. 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.

5. 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.

6. 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.

7. 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.

8. Address and contact numbers for seeking clarifications & Communication: -

(a) <u>Address for Communication</u>:

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

(b) If any query please E-mail ID as: <u>registrar@cuj.ac.in</u> or purchase_stores@cuj.ac.in

<u>SECTION – III</u>

QUALIFICATION/ ELIGIBILITY CRITERIA

1. The bidder must have experience in the area of Supply of Chemicals, Glassware, Plasticware, Gas and Miscellaneous Lab items at Central/ State Government/ Central or State Govt. funded Academic and Research & Development (R&D) Institute or University / Autonomous bodies/ Reputed Organisations/ Educational institute, for a **minimum 03** successful executed supply orders for a period of *last three* years ended 31st March, 2023.

Out of all successfully executed supply orders during last three years, **at least one successfully executed supply order** shall be for any Central/ State Government/ Central or State Govt. funded Academic and Research & Development (R&D) Institute or University / Autonomous bodies.

Supply of Chemicals, Glassware, Plasticware, Gas and Miscellaneous Lab items successfully supplied at Central/State Government/Central or State Govt. funded Academic and Research & Development (R&D) Institute or University / Autonomous bodies/ Reputed Organisations/ Educational institute along with supply order value shall be furnished in the prescribed **Format -II (c)**.

2. **<u>Financial Capability</u>**: Average annual financial turnover of the bidder during the last three financial years ended 31st March, 2023 should be at least **<u>Rs. 10 lakh</u>** (Rupees Ten only).

3. **Past Experience**:

(a) The bidder must have at least three year's experience of Supply of Chemicals, Glassware, Plasticware, Gas and Miscellaneous Lab items to Central/ State Government/ PSUs/ Nationalised Banks/ Autonomous bodies/ Reputed Organisations. Out of all successfully executed supply orders during last three years, **at least one successfully executed supply order** shall be for any Central/ State Government/PSUs/Nationalised Banks/ Autonomous bodies.

(b) The bidder must have successfully completed **03 Supply Orders** of Chemicals, Glassware, Plasticware, Gas and Miscellaneous Lab items for more than Rs. 1 Lakh each in any Central/ State Government/PSUs/Nationalised Banks/ Autonomous bodies/ Reputed Organisations, over the last three financial years ended 31st March, 2022.

4. Self-attested copy of following additional documents:-

- (a) Certificate of Registration of Firm/ Agency/Company
- (b) GST No.
- (c) PAN Card
- (d) Registered branch/ store/ office/dealer in Jharkhand.

6. Self-attested Copies of successfully completed work orders and experience with financial value in Supply of Chemicals, Glassware, Plasticware, Gas and Miscellaneous Lab items for last

three years and names & address of clients who may be contacted for further information on those contracts {**Format-II (B)**}.

7. Income Tax returns filed for the last three financial years ended 31st March, 2023.

8. Certified copies of Audited Annual accounts of the last three financial years ended 31st March, 2023 by CA comprising following :-

- (a) Balance sheet
- (b) Profit and loss Statement
- (c) Income and expenditure account
- 9. Bank Account details (NEFT Mandate Form) (**Format-IV**).

10. An undertaking on non-judicial stamp paper of **Rs. 100.00** to be furnished as per the **Format-V** of the tender document.

<u>Note:</u> Bidders not complying with above conditions or not providing complete information as described shall not be considered and shall be rejected

<u>SECTION – IV</u>

SCHEDULES OF REQUIREMENTS

| LIST OF CHEMICALS | | | | |
|-------------------|----------------------------------|---------------------------------|--------------|--|
| Sl. No. | Name of the Make/Brand | Offer Discount Percentage | GST (if any) | |
| 1 | Merck (Imported) | | | |
| 2 | Merk Indegeneous | | | |
| 3 | Acros | | | |
| 4 | SISCO | | | |
| 5 | Glaxco | | | |
| 6 | SRL | | | |
| 7 | Thermofisher | | | |
| 8 | Thermofisher (Imported) | | | |
| 9 | HiMedia | | | |
| 10 | Sigma Aldrich | | | |
| 11 | Loba | | | |
| 12 | Fisher | | | |
| 13 | Avantor | | | |
| 14 | J. T. Baker | | | |
| 15 | Spectrochem | | | |
| 16 | Finar | | | |
| 17 | Finar (Organic Venture Standard) | | | |
| 18 | Bio rad | Diagonal a mat filled | | |
| 19 | Promega Biotech | Please do not filled up here | | |
| 20 | Pallav | uphere | | |
| 21 | Whatman | | | |
| 22 | Qualigen | | | |
| 23 | Genetix | | | |
| 24 | Hysel | | | |
| 25 | Axiva | | | |
| 26 | Xcelris | | | |
| 27 | Everon | | | |
| 28 | CDH | | | |
| 30 | Alfa | | | |
| 31 | Renkem | | | |
| 32 | Bio Chem Life Sciences | | | |
| 33 | Riviera | | | |
| 34 | Perkin Elmer | | | |
| 35 | Avantor | | | |
| 36 | TCI Chemicals | | | |
| 37 | Greatcell solar Materials | | | |
| 38 | Any Other Brand | | | |

| LIST OF GLASSWARE | | | | | |
|-------------------|------------------------|---------------------------------|--------------|--|--|
| Sl. No. | Name of the Make/Brand | Offer Discount Percentage | GST (if any) | | |
| 1 | Borosil | | | | |
| 2 | Rankem | | | | |
| 3 | Merck | | | | |
| 4 | SISCO | | | | |
| 5 | Omsons | | | | |
| 6 | Zenith | | | | |
| 7 | Riveria | | | | |
| 8 | Durand | | | | |
| 9 | SRL | | | | |
| 10 | Thermofisher | | | | |
| 11 | HiMedia | Please do not filled up here | | | |
| 12 | Loba | | | | |
| 13 | Fisher | | | | |
| 14 | Glassco | | | | |
| 15 | Remco | | | | |
| 16 | IKA | | | | |
| 17 | Axiva | 1 | | | |
| 18 | JSGW | | | | |
| 19 | Takara | | | | |
| 20 | Tarsons | | | | |
| 21 | Whatman | | | | |

| | LIST OF PLASTICWARE | | | | | | |
|------------|------------------------|------------------------------|--------------|--|--|--|--|
| Sl. No. | Name of the Make/Brand | Offer Discount Percentage | GST (if any) | | | | |
| 1 | Zenith | | | | | | |
| 2 | Riveria | | | | | | |
| 3 | Genei | | | | | | |
| 4 | Glassco | Please do not filled | | | | | |
| 5 | Fisher | up here | | | | | |
| 6 | G-Bioscience | | | | | | |
| 7 | Basblanka | | | | | | |
| 8 | Genetis | | | | | | |

| | LIST OF GASES | | | | | | |
|------------|------------------------|------------------------------|--------------|--|--|--|--|
| Sl. No. | Name of the Make/Brand | Offer Discount Percentage | GST (if any) | | | | |
| 1 | Liquid Nitrogen | | | | | | |
| 2 | Carbon-dioxide | | | | | | |
| 3 | Helium | | | | | | |
| 4 | Argon | | | | | | |
| 5 | Nitrogen | | | | | | |
| 6 | Zero Air | Please do not filled | | | | | |
| 7 | Neon | up here | | | | | |
| 8 | Ethylene | upnere | | | | | |
| 9 | Acetylene | | | | | | |
| 10 | Xenon | | | | | | |
| 11 | LI-COR Biosciences | | | | | | |
| 12 | BIOLOG, USA | | | | | | |
| 13 | Hydrogen | | | | | | |

Note: The estimated annual quantity of item is 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/ purchase order as per its actual requirement.

SECTION - V

GENERAL CONDITION OF CONTRACT

1. <u>Bid Security & Tender Fee:</u> The bidder shall submit NEFT/ Online Payment of <u>Rs. 2,500.00</u> (Rupees Two Thousand Five Hundred only) towards tender fee to the account of "Central University of Jharkhand, Ranchi" and Bid Security/EMD **before the last date of bid submission**. NEFT/RTGS/FDR or Online Payment transfer details for Tender Fee and Bid Securing Declaration Form (**Format VI**) 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 supply the ordered item as per the supply/ purchase order, or
 - (ii) In the event of withdrawal of offer during the validity period, or
 - (iii) Non-confirmation of acceptance of the letter of intent/ purchase order within the stipulated time after issue of the letter of intent/ 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 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. 9/4/2022-PPD dated 12th November, 2022, Ministry of Finance. (Format VI)

2. **Performance Security/EMD.** On receipt of notification of award of supply order from the University, the successful Bidder **within 30 days** shall furnish the performance security of **Rs. 50,000/-** (Rupees Fifty Thousand only) in the form of DD/FDR/NEFT/RTGS in favour of "**Central University of Jharkhand payable at Ranchi**" issued from any of commercial bank.

(a) Performance security should remain valid for a period of **60 days** beyond the date of completion of all contractual obligations of the contractor/ agreement.

(b) The Performance Security will be forfeited and credited to the University account in the event of a breach of contract/ agreement by the contractor.

(c) It will be refunded after 60 days, post successful completion of all contractual obligations and duly performs of all agreed assignments as per agreement.

3. <u>Contract Period</u>. <u>The contract shall be renewed annually on the basis of</u> performance and mutual consent with the same terms and conditions for the maximum

period of three years. The contract shall be terminated by the University giving a notice of **30 days** to this effect. However, the contract can also be terminated by the agency giving a written notice of **90 days**.

4.

5. Warranty (FORMAT-VII), as applicable:

(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)/ Indian Standard (IS) 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 transit/ transport point) 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 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.

(f) 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.

(g) 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.

6. 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 i.e. stores/ consignee receipt, inspection report and satisfactory installation certificate (if applicable) of the item at the consignee's premises and post verification of the *Performance Security of the Supply Order.*

(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, GST no. of seller & buyer (CUJ), HSN/ SAC No., amount & percentage rate of GST (CGST/ SGST etc);

- (ii) Packing list;
- (iii) Insurance certificate, if applicable;
- (iv) Railway receipt/ consignment note/ delivery challan;
- (v) Manufacturer's and firm's warranty certificate, if applicable;

(vi) Inspection and installation certificate duly signed by the supplier's representative/ service engineer and university official, if applicable;

(vii) Any other document/ certificate(s) as and if required in terms of the payment/ supply order/ tender document.

- (viii) Copy of cancelled check/ NEFT detail for making online payment.
- (ix) Performance Security
- (c) <u>Invoicing / Payments / Set-Offs</u>: 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 the purchase order. 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 the purchase order.

7. The University will release payment **within 15 working days** from the date of the receipt of bills along with all the above necessary documents, if found in order.

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

9. **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.

(c) The bidder shall certify that the quoted rates are not higher than those quoted for any Govt. Dept. or Institution or GeM or any organization and that if during the years at any time the bidder has quoted rates lower than those quoted against this tender, the University would be given the benefit of Lower rates by the bidder. The relevant documents should be enclosed with technical bid.

(d) Central University of Jharkhand is entitled for concessional GST @ 5% as per Notification No. 45/2017 (Central Tax Rate) (as applicable) and Notification No. 47/2017-(Integrated Tax Rate) dated 14-11-2017 (as applicable). This University is also registered with DSIR vide TU/V/RG-CDE (1154)/2019 dated 28.11.2019 for availing concessional & Custom Duty (as applicable).

(e) The price quoted by the bidder should be final and no escalation shall be permitted during the delivery period except for statutory levies or government escalation, enhanced or introduced subsequent to the date of submission of the price bid duly supported by documentary evidence unless otherwise expressly agreed to, in writing by both parties.

10. **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.

11. **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.

12. **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.

13. **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.

14. **Delivery Period**: The item should the delivered to Central University of Jharkhand and within a time period **07 days from the date of receipt of supply order/purchase order**. Whereas, in case of **urgent requirement** of the University, the supplier has to supply the items within **02 days** post issue of supply/ work order. 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.

15. **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.

16. 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.

17. **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.

18. **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**.

19. **Registered branch/store/office in Jharkhand**. The agency/ firm shall have a proper registered branch/ store/ office in Jharkhand. The 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 registered branch office** i.e. Registration documents, rent agreement/ property documents etc. Shall be submitted with technical bid.

20. <u>Modification of bids</u>.

(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.

21. **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 items 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.

22. Evaluation of bid.

Technical Bids

- (a) In evaluating each Technical Bid, University shall use the criteria as listed in Section-III: Qualification & Eligibility Criteria. The University shall examine the Technical Bid submitted in accordance to Qualification & Eligibility Criteria in Section-III. Only the Technical Bids evaluated to be substantially responsive after technical evaluation shall be considered for opening of Financial Bids on the date and time to be fixed and intimated to the successful bidders by CUJ.
- (b) The duly constituted Committee shall evaluate the bids and is empowered to take appropriate decisions on minor deviations. The decision of the Committee on technical evaluation(s) shall be final and binding on all the bidders.

Financial Bids

- (i) The Financial Bid of only technically qualified bidders shall be opened.
- (ii) The University shall correct arithmetical errors on the following basis:
 - a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected;
 - b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall

prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- (iii) 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.
- (iv) 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.
- (v) All the participating bidders are essentially required to quote the rates for all Chemicals, Glassware, Plasticware, Gas and Miscellaneous Lab items along with SAMPLES as per Section – IV (Schedule of Requirement) of the Tender Document. Those who will not quote rates for all Chemicals, Glassware, Plasticware, Gas and Miscellaneous Lab articles or whose SAMPLES are not received shall not be considered for opening of Financial Bid.
- (vi) The overall successful bidder/ lowest bidder (L1) will be decided on the basis of lowest reasonably quoted overall/ Grand Total of all tendered items in Financial Bid.
- (vii) If required, price negotiation will be done with L1 bidder, as per financial regulations.
- (viii) In case of tie of reasonably quoted overall/ Grand Total, the following criteria will applied as tie-breaker: -

(i) Maximum average annual turnover of last three financial years of the agency/ firm/ company

The University reserves the right to offer the contract to qualified bidder(s). The University's decision in regard to evaluation & selection shall be FINAL and binding on the Bidders.

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 this 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. <u>Withdrawal of bids</u>. No bidder will be allowed to withdraw its 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. **<u>Bid Validity</u>**. Bids should be valid for a period of **180 days** from the date of opening of bid.

25. **<u>Final decision making authority</u>**. 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.

26. <u>Cancellations of tender/ work order/ contract</u>: 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. 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.

27. 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 bidder 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 supply. 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.

33. <u>Letter of transmittal</u>. The bidder should submit the letter of transmittal along with tender document.

SECTION - VI

SPECIAL CONDITION OF CONTRACT

1. **<u>Refund from Supplier</u>**. 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**.

2. **Rescheduling**. The University may without liability at least three 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 three working days) of any necessary rescheduling.

3. **Site Visit**. The bidder, at the bidder's own responsibility, risk and expenses, may be encouraged to visit and examine the site and it's surroundings and shall obtain all information that may be necessary for preparing the bid and entering into a contract for the services.

4. **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.

5. <u>**Compliance with Laws**</u>. 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.

6. <u>Settlements of disputes</u>. 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 same shall be settled by way of Arbitration in the manner stated herein below.

7. **Place of Jurisdiction** The parties specially agreed that the courts of Ranchi alone shall have jurisdiction to adjudicate upon / entertain any claim with regard to the dispute between the parties hereto any matter arising out of the present agreement.

8. **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 of 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, by the Vice Chancellor of the Central University of Jharkhand.

(c) The seat of Arbitration shall be at Ranchi.

(d) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 as amended time to time.

(e) 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.

(f) 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.

(g) The language of the arbitration shall be English.

9. <u>Assignment/ Subcontracting/ Sublet</u>. 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.

10. Force Majeure clause:

(a) Neither party shall bear responsibility for the complete or partial nonperformance 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.

11. In case, the bidder awarded rate contract for supply of Chemicals, Glassware, Plasticware, Gas and Miscellaneous Lab items, fail to execute the work/ services as per work order/ agreement, the University shall award the work to the next higher responsive bidder at the rates offered by lowest responsive bidder. (Rule 173(xvi) of GFR 2017)

12. **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.

17. All services for the successful supply & installation of ordered item shall be performed by persons qualified and experienced in performing such services.

18. <u>Access to Books of Accounts</u>: 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.

19. 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.

20. 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

<u> Format – I</u>

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.

| S. No. | Document details | Yes/ No | Page No. of Supporting documents |
|--------|---|---------|--|
| 1. | Signed copy of Tender documents | | |
| 2. | Tender Fee | | |
| 3. | EMD Declaration Form (Format VI) | | |
| 4. | Company/ Firm registration details | | |
| 5. | Registered branch/ office/ store in Jharkhand. (Attached Copy of. Registration documents/ rent agreement/ property documents etc.) | | |
| 6. | PAN No. | | |
| 7. | GST No. | | |
| 8. | Bank accounts details for NEFT payment | | |
| 9. | Income Tax Return (Last three years) ending 31 st March, 2023 | | |
| 10. | Certified copies of CA Audited Annual accounts of the last three years ending 31st March, 2023 by comprising following:- (a) Balance sheet (b) Profit and loss Statement (c) Income and expenditure account | | |
| 11. | List of Clients and successfully executed supply orders for Chemicals, Glassware, Plastic ware, Gas and Miscellaneous Lab items during the last three years. | | |
| 12. | Copy of one successfully executed supply order of any Central/ State Government/ Central or State Govt. funded Academic and Research & Development (R&D) Institute or University / Autonomous bodies. | | |
| 13. | Maximum no. of executed Supply orders for Chemicals, Glassware, Plasticware, Gas and Miscellaneous Lab items by the agency/firm/company (Attach supporting documents) | | |
| 14. | Declaration of Non-Black Listing of firm, No family member/ relative at CUJ and other terms & conditions on | | |

| | Non-Judicial paper (As per Format V) . | |
|-----|---|--|
| 15. | Signed Un-priced copy of Financial Bid (BOQ) with " Nil " written in Rate and amount Column. | |
| 16. | Tender Acceptance Letter as per Format VIII | |
| 17. | Signed copies of any other documents as mentioned in tender | |

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 (GENERAL INFORMATION)

| Sl. No. | Particular | Details |
|------------|--|---|
| 1. | Name of the firm/ dealer/ agency | |
| 2. | Address of the firm/ dealer/ agency | |
| 3. | Registered branch/ office/ store 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. | Annual Turnover (Rs. in Lakh) for last three Financial years. | FY 2020-21 Rs FY 2021-22 Rs FY 2022-23 Rs |
| 12. | Income Tax Return for last three Financial years | FY 2020-21 FY 2021-22 FY 2022-23 |
| 13. | Successfully completed order/ Performance certificates from previous clients with contact no. from 2019-20 to till date separately in respect of tendered or similar items. | |
| 14. | Do you have at least three years' experience for successful supply of Chemicals, Glassware, Plasticware, Gas and Miscellaneous Lab items to Central/ State Government/ Central or State | |

| | Govt. funded Academic and Research & | |
|-----|---|--|
| | Development (R&D) Institute or University / | |
| | Autonomous bodies/ Reputed Organisations/ | |
| | Educational institute? | |
| | Copy of one successfully executed supply | |
| | order of any Central/ State Government/ | |
| 15. | Central or State Govt. funded Academic and | |
| | Research & Development (R&D) Institute or | |
| | University / Autonomous bodies. | |
| | Maximum no. of executed Supply orders for | |
| 16. | Chemicals, Glassware, Plastic ware, Gas and | |
| | Miscellaneous Lab items by the agency/ firm/ | |
| | company (Attach supporting documents) | |
| 17. | Any other relevant information important in the | |
| | opinion of the tenderer. | |
| 18. | Name, Designation, Mobile Number and email of | |
| 10. | senior executives, who can be contacted at any | |
| | time. | |

<u>Note</u>: 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 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 2020-21 | | | |
| FY 2021-22 | | | |
| FY 2022-23 | | | |
| 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)

TECHNICAL BID

DETAILS OF SIMILAR WORKS COMPLETED DURING LAST THREE (03) YEARS.

| Sl. No. | Name of the project and location | Name of the organizati on | Cost of work in Lakh | Date of Commence ment as per the contract | Stipulated date of completio n | Actual date | Litigation/ arbitration pending/ in progress with details * |
|------------|--|------------------------------------|----------------------------------|---|---|-------------|---|
| 1. | | | | | | | |
| | | | | | | | |
| 2. | | | | | | | |
| | | | | | | | |
| 3. | | | | | | | |
| 0. | | | | | | | |
| | | | | | | | |
| 4. | | | | | | | |
| | | | | | | | |
| 5. | | | | | | | |
| | | | | | | | |
| | | | | | | | |

*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 prequalification is being sought.

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

FINANCIAL BID / BOQ

Scope of work: "Annual Rate Contract for Supply of Chemicals, Glassware, Plasticware, Gas and Miscellaneous Lab **items at Central University of Jharkhand, Ranchi"**

| 1. | Name and full address of the Agencies/Firms: (with Email Id & Tel./Mobile No.) |
|----|--|
| | |

| LIST OF CHEMICALS | | | |
|-------------------|----------------------------------|--|--------------|
| Sl. No. | Name of the Make/Brand | Offer Discount Percentage | GST (if any) |
| 1 | Merck (Imported) | | |
| 2 | Merk Indegeneous | | |
| 3 | Acros | | |
| 4 | SISCO | | |
| 5 | Glaxco | | |
| 6 | SRL | | |
| 7 | Thermofisher | | |
| 8 | Thermofisher (Imported) | | |
| 9 | HiMedia | | |
| 10 | Sigma Aldrich | | |
| 11 | Loba | | |
| 12 | Fisher | | |
| 13 | Avantor | | |
| 14 | J. T. Baker | | |
| 15 | Spectrochem | | |
| 16 | Finar | | |
| 17 | Finar (Organic Venture Standard) | | |
| 18 | Bio rad | | |
| 19 | Promega Biotech | Please do not filled | |
| 20 | Pallav | up here | |
| 21 | Whatman | | |
| 22 | Qualigen | | |
| 23 | Genetix | | |
| 24 | Hysel | | |
| 25 | Axiva | | |
| 26 | Xcelris | | |
| 27 | Everon | | |
| 28 | CDH | | |
| 30 | Alfa | — | |
| 31 | Renkem | | |
| 32 | Bio Chem Life Sciences | | |
| 33 | Riviera | | |
| 34 | Perkin Elmer | —— | |
| 35 | Avantor | —— | |
| 36 | TCI Chemicals | —————————————————————————————————————— | |
| 37 | Greatcell solar Materials | — | |
| 38 | Any Other Brand | — | |

| LIST OF GLASSWARE | | | |
|-------------------|------------------------|---------------------------------|--------------|
| Sl. No. | Name of the Make/Brand | Offer Discount Percentage | GST (if any) |
| 1 | Borosil | | |
| 2 | Rankem | | |
| 3 | Merck | | |
| 4 | SISCO | | |
| 5 | Omsons | | |
| 6 | Zenith | - | |
| 7 | Riveria | | |
| 8 | Durand | | |
| 9 | SRL | | |
| 10 | Thermofisher | | |
| 11 | HiMedia | Please do not filled up here | |
| 12 | Loba | | |
| 13 | Fisher | | |
| 14 | Glassco | | |
| 15 | Remco | | |
| 16 | IKA | | |
| 17 | Axiva | | |
| 18 | JSGW | | |
| 19 | Takara | | |
| 20 | Tarsons | | |
| 21 | Whatman | | |

| | LIST OF PLASTICWARE | | | |
|------------|------------------------|------------------------------|--------------|--|
| Sl. No. | Name of the Make/Brand | Offer Discount Percentage | GST (if any) | |
| 1 | Zenith | | | |
| 2 | Riveria | | | |
| 3 | Genei | | | |
| 4 | Glassco | Please do not filled | | |
| 5 | Fisher | up here | | |
| 6 | G-Bioscience | | | |
| 7 | Basblanka | | | |
| 8 | Genetis | | | |

| | LIST OF GASES | | | |
|------------|------------------------|------------------------------|--------------|--|
| Sl. No. | Name of the Make/Brand | Offer Discount Percentage | GST (if any) | |
| 1 | Liquid Nitrogen | | | |
| 2 | Carbon-dioxide | | | |
| 3 | Helium | | | |
| 4 | Argon | | | |
| 5 | Nitrogen | | | |
| 6 | Zero Air | Please do not filled | | |
| 7 | Neon | up here | | |
| 8 | Ethylene | upnere | | |
| 9 | Acetylene | | | |
| 10 | Xenon | | | |
| 11 | LI-COR Biosciences | | | |
| 12 | BIOLOG, USA | | | |
| 13 | Hydrogen | | | |

<u>Note</u>: - Comparative chart will be prepared on the basis of Para <u>.....</u> of GCC of tender document.

(Signature of the Tenderer 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 | |
| (6) | IFS Code: | |
| (7) | MICR Code. : | |
| (8) | Bank Registered Mobile number: | |
| (9) | Bank Registered E-Mail Id: | |
| | holder | Signature of the Account |

Date:

Enclosure:-

(a) Cancelled cheque leaf

0r

(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/ authorized dealer 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 Central / State Government or Central / State Government funded/ governed/ controlled organization from taking part in any 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 Annual Rate Contract for supply of Chemicals, Glassware, Plasticware, Gas and Miscellaneous Lab Items at Central University of Jharkhand, Ranchi".

4. I/We have not involved in any litigation/ arbitration with Central / State Government or Central / State Government funded/ governed/ controlled organization at present or during the last five years. (if yes, the details of parties concerned and disputed amount are as follows :).

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/ order 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/order/ 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 for a period <u>upto 03 Years</u>. Pay the penalty as fixed by the University in addition to forfeiture of

the performance guarantee for causing administrative inconvenience to the University.

10. 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 supplied items/ work.

Deponent

| <u>Witnes</u> | <u>SS</u> :- | |
|---------------|--------------|--|
| 1. | | |
| 2. | | |
| | | |
| Name_ | | |
| Addres | SS | |
| Name_ | | |

Attested:

(Public Notary / Executive Magistrate)

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:-

- (a) The bidder fails to supply the ordered item as per the supply/ purchase order, or
- (b) In the event of withdrawal of offer during the validity period, or
- (c) Non-confirmation of acceptance of the letter of intent/ purchase order within the stipulated time after issue of the letter of intent/ work order by the University, or
- (d) 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
- (e) The bidder withdraws or amends its 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 WARRANTY

(To be given on Company Letter Head)

1. I / We, ______, certify that the warranty shall be for a period of <u>**01**</u> <u>**year**</u> (as applicable) starting from the date of satisfactory supply and installation of Fluorescence Spectrophotometer at Central University of Jharkhand, Ranchi and of the works conducted therewith covered under the Supply order. During the 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 warranty period shall be in the interest of the user/your organization.

2. We shall try to repair the Fluorescence Spectrophotometer at University premises itself. However, the Fluorescence Spectrophotometer 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 Fluorescence Spectrophotometer taken out for repairs till the Fluorescence Spectrophotometer is rehabilitated to the University after repair. Any loss of Fluorescence Spectrophotometer 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.

3. We warranty 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. We also warranty that in case we fail to carry out the maintenance within the stipulated period, we shall provide same/ similar equipment for seamless execution of University function for the period of maintenance.

4. We undertake to perform calibration after every major repair/ breakdown/ taking the Fluorescence Spectrophotometer for repair out of University premises.

5. We warranty the entire unit against defects of manufacture, workmanship and poor quality of components.

6. We warranty 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.

7. We shall warranty 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)/ Indian Standard (IS) 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.

8. We warranty 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.

9. We warranty the entire unit against defects of manufacture, workmanship and poor quality of components.

10. Section VI (para 03) of General Condition of Contract shall also form part of the warranty terms and conditions.

11. 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.

(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)