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BID DOCUMENT

(E-Procurement)

Project: DST-FIST

Supply of Equipments in Physics Department



Issued On:

11-10-2013

**DEPARTMENT OF PHYSICS
FACULTY OF SCIENCE
BANARAS HINDU UNIVERSITY
VARANASI-210005, INDIA**

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Checklist for Bid/Tender Submission

(The following check-list must be filled in and submitted with the bid documents)

Pre- Qualification Bid

Sr. No.	Particulars	Yes/No
1	Was the bid document issued to you?	
2	Have you attached the techno commercial unpriced bid form duly filled in appropriately?	
3	Have you attached a copy of the last audited balance sheet of your firm	
4	Have you attached the details of the income tax clearance certificate, proof of manufacturing unit/ dealership letter/ general order suppliers and copy of Central / State sales tax registration certificate.	
5.	Have you attached the copies of relevant work orders from Govt. Deptt./ PSUs and Central Autonomous Bodies.	
6.	EMD: Have you submitted EMD asked for (as per clause 19 under Section-III in BDS)	
7.	Have you submitted samples of all items indicated in the respective schedule of requirements at the address of tender inviting authority within due date.	
8.	Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial unpriced bid.	
9.	Have you submitted the bids both techno commercial unpriced and priced bid separately for each tender?	
10.	Have you enclosed the statement of deviations from financial terms and conditions, if any?	

Priced Bid:

1.	Have you signed and attached the priced bid form	
2	Have you attached the schedule of requirements duly priced.	

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PART 1 – BIDDING PROCEDURES

Section I: Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the “[Online Bidder Enrollment](#)” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site thro’ their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smartcard to access DSC.

- 9) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 10) From my tender folder, he selects the tender to view all the details indicated.
- 11) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 12) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 13) If there are any clarifications, this may be obtained through the site, or through contact during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 14) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 15) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 16) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

- 17) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 18) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 19) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 20) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 21) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 22) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 23) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

- 24) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 25) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 26) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 27) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 28) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 29) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to – cphp-nic@nic.in.

Section II. Instructions to Bidders

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Section II. Instructions to Bidders

A. General

1. **Scope of Bid**
- 1.1 **Scope of Work :**
- (1). Supply of **Vibrating Sample Magnetometer (VSM)** as per Specifications
 - (2). Supply of **Vacuum Ultra Violet (VUV)** Spectrophotometer for reflectance and transmission measurements (115- 300 nm wavelength region) as per Specifications
 - (3). Supply of **X-Ray Diffractometer** as per Specifications
 - (4). Supply of **Fourier Transform Raman Spectrometer** as per Specifications
 - (5).Supply of **Fourier Transform Infrared Spectrophotometer (FTIR Spectrophotometer)** as per Specifications
 - (6). Supply of **Double beam UV VIS NIR Spectrophotometer** as per Specifications
 - (7). Supply of **Dispersive micro Raman Spectrometer** as per Specifications
 - (8). Supply of **Dielectric Measurement Set Up** as per Specifications
 - (9). Supply of **Add-on and Accessories for TEM** as per Specifications
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
2. **Corrupt and Fraudulent Practices**
- 2.1 The Purchaser requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VII.
- 2.2 In further pursuance of this policy, Bidders shall permit and shall

cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Purchaser to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Purchaser.

- 3. Eligible Bidders**
- 3.1 A Bidder may be a firm, a company, a limited liability partnership (LLP), a government-owned entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.
 - 3.2 In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
 - 3.3 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
 - (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - (e) 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 such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the

works that are the subject of the bid; or

- (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the Contract implementation; or
 - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (i) has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the loan) who:
 - (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or
 - (ii) would be involved in the implementation or supervision of such contract.
- 3.4 Firms and individuals may be ineligible if so indicated and as a matter of law or official regulations, India prohibits commercial relations with that country.
- 3.5 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

B. Contents of Bidding Document

4. Sections of Bidding Document

- 4.1 The Bidding Documents consist of Parts 1, 2 and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued.

PART 1 Bidding Procedures

- Section I. Instructions for Online Bid Submission
- Section II. Instructions to Bidders
- Section III. Bid Data Sheet (BDS)
- Section IV. Prequalification
- Section V. Policy of University in respect of Corrupt and fraudulent Practices.

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII General Conditions of Contract
- Section VIII. Special Conditions of Contract

Annexure

- A. Bidding Forms
- B. Contract Forms

4.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

4.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

4.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

5. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

5.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS. The Purchaser shall forward copies or upload a corrigendum in this regard at the eProcurement site of its response to all Bidders who have acquired the Bidding Documents, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure.

5.2 If so specified in the BDS, the Bidder is advised to visit and

examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods. The costs of visiting shall be at the Bidder's own expense.

- 5.3 The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.
- 5.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 5.5 The Bidder is requested to submit any question in writing, to reach the Purchaser not later than one week before the meeting.
- 5.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents or upload a corrigendum in this regard at the eProcurement site. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

6. Amendment of Bidding Document

- 6.1 At any time prior to the deadline for submission of bids, the University may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by corrigendum. In case of e-procurement, corrigendum / amendment shall be published on <http://eprocure.gov.in/eprocure/app>.
- 6.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser. The Purchaser shall also promptly publish the addendum on the Purchaser's web

page.

- 6.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

- 7. Cost of Bidding** 7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 8. Language of Bid** 8.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 9. Documents Comprising the Bid** 9.1 The tender/Bid shall be submitted online in two parts, viz., Technical Bid and Commercial Bid.

TECHNICAL BID

The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:

- (a) Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid and Tender Acceptance Letter)
- (b) Scanned copy of completion schedules,
- (c) Scanned copy of Bid Security or Bid-Securing Declaration or copy of proof for submission of Tender Document Fee/ Earnest Money Deposit etc ;
- (d) Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;
- (e) Scanned copy of documentary evidence (i) establishing the Bidder's qualifications to perform the contract if its bid is accepted and (ii) the Bidder's eligibility to bid;
- (f) Scanned copy of (i) documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin and (ii) conform to the Bidding Documents,

and (iii) any other document **required in the BDS**;

- (g) Scanned copy of Pre-qualification Details as per Section-IV like PAN/TIN/Sales Tax /Service Tax etc.
- (h) Checklist for Bid/Tender Submission

All the original documents, samples as well as the original payment instrument like demand draft/ pay order/ Bankers's Cheque of any Scheduled bank against tender fee/EMD as specified in this tender document has to be sent to the **HEAD, DEPARTMENT OF PHYSICS, FACULTY OF SCIENCE, BHU, VARANASI** by post/speed post/courier/by hand on or before bid Submission closing date & time. Otherwise the tender will be summarily rejected without assigning any reason.

COMMERCIAL BID

The commercial bid comprises of :

- (i) Scanned copy of Tender Form (Price Bid)
- (ii) Price bid in the form of BoQ_XXXXX.xls

The Price bid format is provided as BoQ_XXXX.xls along with this Tender Document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls and quote their offer/rates against interested item(s). Bidders can quote Basic Price in INR or CURRENCY (for other than INR) but it is mandatory to quote taxes/levies in INR only, in the permitted column and upload the same in the commercial bid.

9.2 In addition to the above requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

9.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

10. Letter of Bid(Technical

10.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section **Bidding Forms**. The

**and Price) and
Price Schedule**

forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

11. Alternative Bids

11.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

**12. Bid Prices and
Discounts**

12.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

12.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

12.3 The price to be quoted in the Letter of Bid shall be the total price of the bid, excluding any discounts offered.

12.4 The Bidder shall quote any discount and indicate the methodology for their application in the Letter of Bid.

12.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

12.6 If so bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time.

12.7 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the

Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS;**
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract

is awarded to the Bidder; and

(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

13. Currencies of Bid and Payment

13.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS.** The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS.**

14. Documents Establishing the Eligibility and Qualifications of the Bidder

14.1 To establish Bidder's their eligibility, Bidders shall complete the Tender Form (Techno Commercial Un-Priced Bid & Priced Bid), included in Section IV, Bidding Forms.

14.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) that, if **required in the BDS,** a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(b) that, if **required in the BDS,** in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

(d)

15. Period of

15.1 Bids shall remain valid for the period **specified in the BDS** after the

Validity of Bids

bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non – responsive.

- 15.2 In exceptional circumstances, the University may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify the bid.
- 15.3 Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

16. Bid Security

16.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security. In the amount and currency **specified in the BDS**.

16.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

16.3 If a bid security is specified , the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :

- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for **Forty Five (45) days** beyond the original validity period of the bid, or beyond any period of extension if requested.

16.4 If a Bid Security is specified, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the

Purchaser as non-responsive.

- 16.5 If a Bid Security is specified, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security.
- 16.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 16.7 The Bid Security may be forfeited or the Bid Securing Declaration executed:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract; or
 - (ii) furnish a performance security.
- 16.8 The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent.
- 16.9 If a bid security is **not required in the BDS**, , and
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
 - (b) if the successful Bidder fails to: sign the Contract; or furnish a performance security;

D. Submission and Opening of Bids

17. Sealing and Marking of Bids

- 17.1 The Bidder shall submit the bids electronically, through the e-procurement system (<https://eprocure.gov.in/eprocure/app>). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.

18. Deadline for Submission of Bids

- 18.1 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- 19. Late Bids**
- 19.1 The e-Procurement system would not allow any late submission of bids after due date & time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission
- 20. Withdrawal, Substitution, and Modification of Bids**
- 20.1 A Bidder, if permitted, may withdraw, substitute, or modify its bid on the e-procurement system, no later than the date and time **specified**.
- 20.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof Modification/Withdrawal of the Bid sent through any other means shall not be considered by the University.
- 21. Bid Opening**
- 21.1 The Purchaser shall open the bids as per electronic bid opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time **specified**. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at <https://eprocure.gov.in/eprocure/app> under the head “Bidders Manual Kit”. The tenderer/bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those tenderers shall be opened whose technical bids qualify, at a time and place of which notice will be given later.
- 21.2 If permitted, bidder can withdraw or modify their offer. Once withdrawn the bid then tenderer will not be able to participate in the respective tender again. If modified, document with latest modification would be available as bid document for this tender.
- 21.3 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present in the office of the Purchaser to witness the bid opening shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be made available on the e-procurement system.

E. Evaluation and Comparison of Bids

- 22. Confidentiality**
- 22.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders.
- 22.2 No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the University it should be done in writing.
- 22.3 Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
- 23. Clarification of Bids**
- 23.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids.
- 23.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 24. Determination of Responsiveness**
- 24.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 24.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the

Bidder's obligations under the Contract; or

- (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

24.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with **instructions specified in tender document**, in particular, to confirm that all requirements of Section Schedule of Requirements have been met without any material deviation or reservation, or omission.

24.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

25. Conversion to Single Currency

25.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS**.

26. Margin of Preference

26.1 **Unless otherwise specified in the BDS**, a margin of preference shall not apply.

27. Evaluation of Bids

27.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

27.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS**; and the Bid Price
- (b) price adjustment due to discounts offered;
- (c) converting the amount resulting from above above, if relevant, to a single currency;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in;
- (e) the additional evaluation factors are specified in Section Evaluation and Qualification Criteria;

27.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

27.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the

lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section Evaluation and Qualification Criteria

27.5 The Purchaser's evaluation of a bid will exclude and not take into account:

- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

27.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria.

28. Comparison of Bids

28.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Purchaser's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

29. Qualification of the Bidder

29.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section Evaluation and Qualification Criteria.

29.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted

by the Bidder.

29.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

**30. Purchaser's
Right to Accept
Any Bid, and to
Reject Any or
All Bids**

30.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

31. Award Criteria

31.1 The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**32. Purchaser's
Right to Vary
Quantities at
Time of Award**

32.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**33. Notification of
Award**

33.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and lot (contract) numbers and the following information:

(i) name of each Bidder who submitted a Bid;

(ii) bid prices as read out at Bid Opening;

(iii) name and evaluated prices of each Bid that was evaluated;

- (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
- (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

33.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

33.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.

34. Signing of Contract

34.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.

34.2 Within **twenty-eight (28)** days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

34.3 Notwithstanding **clause above**, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

35. Performance Security

35.1 Within **twenty one (21) days** of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.

35.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture

of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

36. Factors Affecting the Award of Supply

- 36.1 The bidder should have its own Contract support facilities. The support facilities should be fully owned and managed by the bidder.
- 36.2 Conformity with the Request for Bid/Tender required and conditions.
- 36.3 The assessment based on the response to Model Response Outline.
- 36.4 The assessment of the capability of the bidder to meet the terms and conditions.
- 36.5 The bidders must have executed similar orders, for which the bidder is quoting, as indicated in clause 1 for Govt./Semi-Govt./Autonomous Organizations.
- 36.6 The cost and the discount offered, if any.

Section III. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

Serial No.	A. General
1.	The reference number of the Invitation for Bids is BHU/PHY/DST-FIST/EQUIPMENTS/2013-14/ Dated: 11-10-2013
2.	The Purchaser is Head, Department of Physics, BHU, Varanasi
3.	Maximum number of members in the JV shall be: 4
B. Contents of Bidding Documents	
4.	For Clarification of bid purposes only, the Purchaser's address is HEAD, Department of Physics, Faculty of Science, BHU, Varanasi-221005 Attention : <i>Prof. S.B.Rai</i> Address : Head, Department of Physics, BHU, Varanasi Floor/ Room number: - City : Varanasi ZIP Code : 221005 Country : India Telephone : 91-542-2368390 91-542-6701566 Facsimile number : 91-542-2368390 Electronic mail address : sbrai49@yahoo.co.in
5.	Web page : http://www.eprocure.gov.in/
6.	A site visit conducted by the Purchaser will not be organized.
7.	A Pre-Bid meeting : NA

C. Preparation of Bids																	
8.	The language of the bid is: English or Hindi . All correspondence exchange shall be in English or Hindi language. Language for translation of supporting documents and printed literature is English or Hindi .																
9.	The Bidder shall submit the following additional documents in its bid: NA																
10.	Alternative Bids “ shall not be ” considered.																
11.	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.																
12.	Prices quoted for each lot (contract) shall correspond at least to [insert figure] percent of the items specified for each lot (contract). NA Prices quoted for each item of a lot shall correspond at least to [insert figure] percent of the quantities specified for this item of a lot. NA																
13.	Place of Destination : Department of Physics, BHU, Varanasi																
14.	“Final destination (Project Site)”: Department of Physics, BHU, Varanasi																
15.	The prices shall be quoted by the bidder in : Foreign Currency of Principal’s Country(Preferably in Indian Rupees) The Bidder <i>is</i> required to quote in the currency of the Purchaser’s Country the portion of the bid price that corresponds to expenditures incurred in that currency.																
16.	Manufacturer’s authorization is Required																
17.	After sales service is Required																
18.	The bid validity period shall be 120 days in case of Global tenders. In all other cases 90 days.																
19.	EMD/ Bid Security shall be required for each equipment as per table given below: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr. No.</th> <th style="text-align: center;">Name of Equipments</th> <th style="text-align: center;">Estimated Cost</th> <th style="text-align: center;">EMD Value @ 2.5% of Estimated cost (in Rs.)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Vibrating Sample Magnetometer (VSM):</td> <td style="text-align: center;">70 Lacs</td> <td style="text-align: center;">1,75,000</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Vacuum Ultra Violet (VUV) Spectrophotometer for reflectance and transmission measurements (115- 300 nm wavelength region)</td> <td style="text-align: center;">90 Lacs</td> <td style="text-align: center;">2,25,000</td> </tr> <tr> <td style="text-align: center;">3</td> <td>X-Ray Diffractrometer</td> <td style="text-align: center;">100 Lacs</td> <td style="text-align: center;">2,50,000</td> </tr> </tbody> </table>	Sr. No.	Name of Equipments	Estimated Cost	EMD Value @ 2.5% of Estimated cost (in Rs.)	1	Vibrating Sample Magnetometer (VSM):	70 Lacs	1,75,000	2	Vacuum Ultra Violet (VUV) Spectrophotometer for reflectance and transmission measurements (115- 300 nm wavelength region)	90 Lacs	2,25,000	3	X-Ray Diffractrometer	100 Lacs	2,50,000
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1	Vibrating Sample Magnetometer (VSM):	70 Lacs	1,75,000														
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3	X-Ray Diffractrometer	100 Lacs	2,50,000														

	4	Fourier Transform Raman Spectrometer	70 Lacs	1,75,000
	5	Fourier Transform Infrared Spectrophotometer (FTIR Spectrophotometer)	30 Lacs	75,000
	6	Double beam UV_VIS_NIR Spectrophotometer	30 Lacs	75,000
	7	Dispersive Micro Raman Spectrometer	70 Lacs	1,75,000
	8	Dielectric Measurement Set Up	40 Lacs	1,00,000
	9	Add-on and Accessories for TEM	50 Lacs	1,25,000
<p>EMD/Bid security be paid @ 2.5% of the estimated value(s) of equipment item(s) of interest (i.e cumulative EMD(s) of participating/bidding items) by way of Demand Draft (DD)/ Banker's Cheque (BC)/ Bank Guarantee/ Fixed Deposit in favour of the Registrar, Banaras Hindu University, Varanasi-221005 and should be valid for a period of 45 days beyond the BID validity period. All tenders received without EMD/Bank Security shall be rejected.</p> <p>TENDER FEE : NIL</p>				
20.	Other types of acceptable securities: NA			
D. Submission and Opening of Bids				
21.	<p>For bid submission purposes only, the Purchaser's address is HEAD, Department of Physics, Faculty of Science, BHU, Varanasi-05</p> <p>Attention : Prof. S.B.Rai (HEAD)</p> <p>Street Address : Department of Physics, BHU, Varanasi-221005</p> <p>Floor/ Room number:</p> <p>City : Varanasi</p> <p>ZIP/Postal Code : 221005</p> <p>Country : India</p> <p>The deadline for bid submission is:</p> <p>Date : 10 Nov., 2013</p> <p>Time : 4:00 PM</p> <p>If bidders have the option of submitting their bids electronically, the electronic bidding submission procedures shall be as given in Section I.</p>			
22.	The bid opening shall take place at Department of Physics, BHU, Varanasi			

	<p>Street Address : Banaras Hindu University, Varanasi</p> <p>Floor/ Room number :</p> <p>City : Varanasi</p> <p>Country : India</p> <p>Date : 11 Nov., 2013</p> <p>Time : 4:00 pm</p> <p>If bidders have the option of submitting their bids electronically, the electronic bidding opening procedures shall be as given in Section I.</p>
E. Evaluation and Comparison of Bids	
23.	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupees</p> <p>The source of exchange rate shall be: Reserve Bank of India.</p> <p>The date for the exchange rate shall be: Last day for submission of Bids.</p>
24.	<p>A margin of domestic preference shall apply.</p> <p>If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.</p>
25.	<p>Evaluation will be done for concern equipment.</p> <p>Note:</p> <p><i>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i></p>
F. Award of Contract	
26.	<p>The maximum percentage by which quantities may be increased is: NA</p> <p>The maximum percentage by which quantities may be decreased is: NA</p>

Section IV. Prequalification

- 1.** An affidavit from the Notary that the firm has never been black-listed must be attached along with the Bid, failing which the Bid shall be rejected.
- 2.** Profile of each Bidder Manufacturer/Dealer and past experience in supply of the material (certificates to be enclosed), proof of manufacturing Unit/Dealership letter and general order supplier. Manufacturer's authorization certificate as prescribed in Section VI in case bidder is not manufacturer.
- 3.** List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a certificate regarding the satisfactory performance of the contract.
- 4.** Copy of the audited balance sheet of the vendor for the previous financial year indicating the turnover in supply of the material.
- 5.** True copy of Permanent Account Number.
- 6.** Details of Sales Tax / VAT No. along with a copy of certificate to be attached.
- 7.** Service Tax No. along with copy of certificate.
- 8.** TIN along with copy of certificate.
- 9.** Submission of samples if required, for all items indicated in the schedule of requirements. The make of items proposed to be supplied should be indicated in the format of the schedule of requirements and submitted along with the techno commercial un priced bid without indicating the pricing components.
- 10.** Willingness to execute all orders which are placed to meet emergency requirement on priority basis. The Bidder shall note that standards for workmanship, material and equipment, and references to brand names designated by the University in the schedule of requirements are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in his bid, provided that it demonstrates to the University's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

Section V. Policy of University in respect of Corrupt and Fraudulent Practices

University strictly adheres to its policy against corruption and requires that bidders and their agents, subagents, sub-contractors, suppliers etc. shall not indulge in any kind of corrupt practices, fraudulent practices, collusive practices, coercive practices, obstructive practices or other kinds of corruption declared as crimes under Indian law.

- a) If bidder or their agents, subagents, sub-contractors, suppliers etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or cancelled as the case may be by the University and besides it , University may initiate legal actions including civil and criminal proceeding.

For the purpose of this provision the terms are defined as follows:

- (i) “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;²
- (iii) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;³
- (iii) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁴

¹ For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes university staff and employees of other organizations taking or reviewing procurement decisions.

² For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

³ For the purpose of this sub-paragraph, “*party*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

(v) "obstructive practice" is:

deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

b) will blacklist a bidder at any time in accordance with the prevailing procedure of the University either indefinitely or for a stated period of time for contract awarded by the University.

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

Contents

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2. List of Related Services and Completion Schedule	41
3. Technical Specifications	43

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract .

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the **Incoterms** rules (i.e., EXW, or CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Purchaser’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

2. List of Related Services and Completion Schedule

*[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per **Incoterms**)]*

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

1. If applicable

3. Technical Specifications

“Summary of Technical Specifications

<i>Item No</i>	<i>Name of Goods or Related Service</i>	<i>Technical Specifications and Standards</i>
1	Vibrating Sample Magnetometer (VSM):	<ol style="list-style-type: none"> 1. Magnet Specification: <ol style="list-style-type: none"> (i) Magnetic field: > or equal to Maximum +2.15 T to -2.15 T or better with temperature option. (ii) The Maximum magnetic field at 4mm magnet gap should be 2.6 T or better. (iii) Magnetic field noise should have homogeneity within the sample area. (iv) Magnetic field noise should be <0.005 Oe RMS at 100 Oe/ s to 1 milli Oe/s. (v) Magnetic sweep rate: sweep the magnetic field at 2000Oe/s to 1 milli Oe/s. (vi) Magnetic field resolution: 1m Oe or better. (vii) Magnet power supply : should be air cooled. (viii) Magnet chiller should be quoted separately local make preferred. 2. Temperature Specification: <ol style="list-style-type: none"> (i) Temperature range: VSM measurements should be possible at 77K, and variable from 100K to 1000K in steps of 0.1 K or better. (ii) Temperature ramping should be uniform and controllable by user (iii) Temp. Stability : 0.1% (iv) Repeatability : within 0.05% (v) Sensitivity: 0.1 micro emu to 1000 emu. 3. The system should have built-in-sample rotator (sample size: 8 mm or more): 4. Sample holders for both transverse and longitudinal sample position for measurements 5. Measurement accuracy : + or – 1%. 6. The following measurements should be possible: <ol style="list-style-type: none"> (i) Virgin Curves, (ii) Hysterisis Curves, (iii) Isothermal remnance measurements, (iv) DCD measurements, (v)DC and AC demagnetization, (vi) Henkel Plots, (vii) Time decay measurements, (viii)Manual control, (ix) Magnetization at different temperature, (x) Possible to add torque measurements option, (xi) Possible to add vector measurements option, (xii) Possible to add magneto

		<p>resistance measurements option, (xiii) System should have user friendly operating software, (xiv) System should be compact and sturdy, (xv) System should be supplied with touch screen operation for ease.</p> <p>7. Installation: - Free installation and commissioning the instrument.</p> <p>8. Warranty: Warranty for the complete equipment for min 24 months after successful installation with no cost for any repair/ replacement during warranty period. Complete guarantee for one year at equipment site and 4 years of AMC without additional cost.</p> <p>9. Scope of up-gradation of the machine: Latest Model.</p> <p>10. Training : The supplier should train a manpower without any cost for operation, software handling and maintenance at the site of installation.</p>
2	<p>Vacuum Ultra Violet (VUV) Spectrophotometer for reflectance and transmission measurements (115-300 nm wavelength region)</p>	<p>Specification: A computer controlled monochromator with single holographic grating (1200 lines/mm; 115-300 nm), mirrors and slits.</p> <p>Light source: Deuterium light source or other source with power supply</p> <p>Detector: Detection by two separate PMTs for ref. and signal channel Reflectance measurements: 5 to 220 degree, Transmission measurements: 0-175 degree, Picoammeters or lock-in amplifiers based output Power supply for PMTs; Automatic X-Y adjustment for signal PMT; aperture for reducing stray light different sample holders (10, 20 and 30 mm dia); Goniometer for manual adjustment of AOI.</p> <p>Vacuum System: Turbo molecular pump (500 liter/sec and 250 litre/sec speed) with dry scroll pumps; vacuum monitoring system for the sample chamber and monochromator; manual gate valve, venting valve, pump control system, pressure gauge up to 10^{-9} Torr (including integration into main rack), flexible stainless steel tube, elbow, tee if required.</p>

		<p>Controlling system: Computer controlled Stepping motors for grating and sample mounting. Computer controlled x-y adjustment of signal PMT. Computer controlled sample mounting. PC with 21 inch TFT monitor; Software package. support table having rolling castors and leveling jacks for easy installation and repositioning control rack GPIB/USB Interfacing.</p> <p>Vendor should train at least two people for complete instrument operation</p> <p>Warranty period : Two year warranty of whole instrument + 4 years annual maintenance contract</p> <p>Note : Prices quoted should be CIF Value Varanasi</p>
3	X-Ray Diffractrometer	<ol style="list-style-type: none"> 1. X-ray Generator <ol style="list-style-type: none"> (i) Power : 3 kW or higher (ii) Voltage : 50 kV or higher (iii) Stability : <0.01% per 10% main variation 2. X-ray tubes : Ceramic (3kW) or better (Preferably self –made) <ol style="list-style-type: none"> (i) Cu target ceramic tube (ii) Long fine focus copper target tube (iii) Power rating compatible with generator (iv) Necessary secondary beta filter 3. Goniometer: <ol style="list-style-type: none"> (i) High resolution with smallest step size 0.0001 0 or better (ii) Angular range – 110 to 168 0. (iii) Reproducibility of angular accuracy 0.00010 or better (iv) Goniometer focusing dia: 480 mm or better (v) Goniometer radius : minimum 500 mm or better (vi) Fully microprocessor controlled 4. Detector : 0D, 1D or 2D or better. [The detector should be suitable for the measurements of strain, particle size & shape, phase identification, study of epitaxial growth etc.] 5. Easy changeover of component geometry and alignment: Automatic component recognition facility for matching, optics and slits, Online repair advice.

		<p>6. Low- and medium temperature range (from liquid N₂ to 4500 C).</p> <p>7. Free Spares required:</p> <ul style="list-style-type: none"> (i) One spare (additional) x-ray tube (ii) Low background sample holders (iii) Latest softwares for best possible analysis along with latest data base (ICDD/ICSD)/PDF. <p>8. Sample holder:</p> <ul style="list-style-type: none"> (i) Standard sample holders (ii) Transmission sample holders (iii) Low background sample holders <p>9. Sample stage</p> <ul style="list-style-type: none"> (i) Standard and spinning sample stages <p>10. Beam Optics</p> <ul style="list-style-type: none"> (i) Facility to operate both in conventional Bragg- Brentano and parallel beam geometry <p>11. Monochromater</p> <ul style="list-style-type: none"> (i) At least Cu K-alpha or better <p>12. Chiller Unit</p> <ul style="list-style-type: none"> (i) Chiller Unit for cooling X-ray tube of either foreign or Indian make. <p>13. Installation: - Free installation and commissioning the instrument.</p> <p>14. Warranty: Warranty for the complete equipment for min 24 months after successful installation with no cost for any repair/ replacement during warranty period. Complete guarantee for one year at equipment site.</p> <p>15. Scope of up-gradation of the machine : Latest model</p> <p>16. Training: The supplier should train a manpower for operation, software handling, handling optics, X-ray tube, detector and maintenance at the site of installation.</p> <p>17. All prices should be CIF Varanasi.</p> <p>Note: Every above item should be quoted together as one unit</p>
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4	Fourier Transform Raman Spectrometer	<ol style="list-style-type: none"> 1) Raman shift range: 50 – 4000 cm^{-1} 2) Resolution: better than 0.3 cm^{-1} 3) Source: Air cooled NdYAG laser of 1064 nm wavelength delivered beam of power ~ 500 mW or better, with power variation facility. 4) Detector: Dual detector (Automated parameter and detection switching high sensitive liquid nitrogen cooled germanium detector combined with room temperature InGaAs detector) 5) White light Source: For Raman background correction & build-in alignment source for sample alignment and calibration 6) Wave number Accuracy: better than 0.1 cm^{-1} 7) Sample required: Instrument must be equipped to measure sample in the form of Solid, Powder and Liquid with required accessories 8) Sample compartment: For liquid and solids. It should be sufficient, suitable and easy to handle. 9) Temperature variation facility: System should be quoted with suitable accessory for doing temperature related studies for liquid and solid in the temperature range – 170 $^{\circ}\text{C}$ to 500 $^{\circ}\text{C}$. 10) Software: Advanced latest software must be supplied with the system for complete automatic instrument & accessory control, data acquisition and data processing, data analysis, complete diagnosis, help menu for setting experiment. 11) UPS: Suitable online UPS with 30 minutes back up. 12) Vendor should train at least two people for complete instrument operation. 13) Warranty period: Two years warranty of whole instrument + 4 Years annual maintenance contract 14) Additional Specifications:
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		<ul style="list-style-type: none"> ➤ The system must have a dynamically aligned, wear free interferometer with gold coated mirrors. ➤ Components should be automatically recognized when placed in the module or removed (<i>Automatic Component Recognition, ACR</i>). Sampling accessories that are placed in the sample compartment must be automatically recognized (<i>Automatic Accessory Recognition, AAR</i>). ➤ Switching between excitation laser and other sources must be under software control. Standard optics for both 180° scattering geometries must be incorporated. ➤ The system should have provision for defocusing of the laser beam on the sample with easy switching between a focused and defocused beam. ➤ The system should be upgradeable to FT-Raman microscope for the measurement of small samples with selection between micro and macro modes under software control. ➤ Optional: The system should be upgradeable to other excitation wavelengths lines like 488nm, 532nm, 633nm, 785nm and detector channel with all switching controlled through software along with the facility of automatic fluorescence rejection ➤ Digital storage & data acquisition system with software for acquisition and analysis should be provided.
5	Fourier Transform Infrared Spectrophotometer (FTIR Spectrophotometer)	<ol style="list-style-type: none"> 1) Spectral Scan range: 30 – 7800 cm^{-1} or better 2) Resolution: 0.4 cm^{-1} or better 1) Wave number Accuracy: 0.1cm^{-1} or better 2) Source: best possible to cover the spectral range of 7800 to 30 cm^{-1} 3) Wavelength repeatability: Best available 4) Detector: Two Temperature-stabilized DTGS detector where one optimized for Mid IR and one optimized for Far IR 5) Optics: Gold Coated Optics 6) Beam Splitter: Mid IR Range: multi-layer potassium bromide Far IR Range: polypropylene/Polyethylene

		<p>Beam splitter should be coated with moisture resistance element. It should easily user changeable</p> <p>7) Vibration insensitive interferometer with fast continuous dynamic alignment and gold coated optics</p> <p>8) Vendor should provide Standard purge facility</p> <p>9) Type of Sample: Instrument must be equipped to measure samples in the form of Solid, Liquid and Powder.</p> <p>10) Scanning mode: Transmittance, Absorbance and Reflectance mode</p> <p>11) Signal to Noise ratio: High signal to noise ratio</p> <p>12) ATR: The system should be quoted with best available monolithic diamond crystal ATR accessory which can cover required spectral range</p> <p>13) System should have automated optical filter wheel containing traceable validation materials to allow instrument performance verification.</p> <p>14) Sample compartment: Vendor should provide all the required accessory for liquid, solid and powder sample measurement. Sample holder for solid/thin film and cuvette for liquid sample.</p> <p>15) Temperature variation facility: The system should be quoted with suitable accessory for doing low and high temperature study for solids and liquid samples, the temperature range should be -150°C to 250°C or better for solids and -70 to 250 or better for liquid.</p> <p>16) Software: Advance latest software must be supplied with the system for complete automatic instrument & accessory control, data acquisition and data processing, data analysis, complete diagnosis, help menu for setting experiment.</p> <p>17) Hardware: Fast TFT PC having good configuration, Windows XP/7 (with license) or better, TFT monitor. Best possible interface for communication. An</p>
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		<p>additional similar PC for offline processing of data and high resolution laser printer</p> <p>18) Essential Kits: liquid cell with KBr and Polyethylene windows-4 pair each, hydraulic press, IR grade KBr powder, Pellet holder, pellet making Die etc.</p> <p>19) UPS: Suitable online UPS with 30 minute back up.</p> <p>20) Vendor should train at least two people for complete instrument operation</p> <p>21) Warranty period: Two year warranty of whole instrument + 4 Years annual maintenance contract</p>
6	<p>Double beam UV_VIS_NIR Spectrophotometer</p>	<p>1) Spectrophotometer System: Double beam type</p> <p>2) Scan range: 190 – 3000 nm or better</p> <p>3) Resolution: UV/VIS resolution → 0.1 nm or better NIR Resolution → 0.2 nm or better</p> <p>4) Optical System: Double beam, ratio recording, double monochromators, quartz overcoated optical system with all reflective optics. Monochromator focal length 350 mm or more, dual double sided gratings, 1100 lines/mm in Uv-Vis and 300 lines/mm or more in NIR, blazed.</p> <p style="text-align: center;">Or</p> <p>Double beam, Double monochromator with 1400 Lines/mm UV/Vis blazed at 240 nm, Littrow mounting, sample thickness compensated detector optics</p> <p style="text-align: center;">Or</p> <p>best available grating type double beam Monochromator</p> <p>5) Wavelength scan speed: Six or more for UV-VIS, NIR region</p> <p>6) Wavelength repeatability: Best available</p> <p>7) Photometric range: 6 ABS or higher</p> <p>8) Stray light should be less than $\square 0.00007$ %T at 220,340 and 370nm as per the ASTM methods.</p>

		<p>9) Wavelength accuracy should ± 0.2 nm or better for UV-VIS range and ± 0.4 nm or better for NIR range.</p> <p>10) Photometric accuracy: best available</p> <p>11) Type of Sample: Instrument must be equipped to measure sample in the form of Solid, Liquid and Powder.</p> <p>12) Use of reflectance accessory should not disturb the normal transmission mode operation. The accessory should be snap in type of fitting and easily removable</p> <p>13) Source: Best available research grade source to cover whole spectral range.</p> <p>14) Detector: High performance Photo multiplier tube (R955 or equivalent) for whole UV/Vis region and Peltier cooled PbS detector for NIR region.</p> <p>15) Scanning mode: Instrument must be able to measure sample in Reflectance, absorbance and Transmittance mode.</p> <p>16) Sample compartment: It should be Sufficient, suitable and easy to handle. It should have Solid/Film Sample Accessory, powder sample accessory and Liquid Sample Accessory as standard.</p> <p>17) Vendor to quote 60 mm integrating sphere accessory with self alignment and optimizing facility for highly reflecting powder and solid sample OR Praying Mantis Diffuse Reflectance Accessory which can measure samples as small as 3 mm in diameter—solids, powders, pastes and liquids</p> <p>18) Temperature variation facility: optional</p> <p>19) General features: Customizable user-friendly measurement lay-outs (wavelengths, data display, manipulations, etc); Large Data storable/retrievable.</p>
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7	<p>Dispersive Micro Raman Spectrometer</p>	<p>Spectrometer</p> <ul style="list-style-type: none"> ➤ Single pass, high throughput spectrometer ➤ Spectral resolution (FWHM): 0.5 cm^{-1} in Visible region ➤ Scan to scan repeatability should be better than 0.05 cm^{-1} ➤ Raman Spectral range: $50 \text{ cm}^{-1} - 4000 \text{ cm}^{-1}$. ➤ Suitable edge filters to suppress 532 nm and 785 nm Rayleigh background down to 50 cm^{-1} . ➤ Spectral coverage in one single continuous acquisition and readout of the detector without any step and stitches. ➤ Grating Stage with 2400 & $1200 \text{ lines mm}^{-1}$ grating ➤ Motorized neutral density filters offering 16 different power levels from 0.00005 to 100% of the Laser at Sample <p>Atomization –</p> <p>Raman system should be fully automatic with no manual change of Laser/ optics is acceptable including following</p> <ul style="list-style-type: none"> • Auto alignment and optimization of input laser power. • Auto switching and auto alignment of laser • Self validation using built-in internal reference sample. • Built-in self calibration and intensity correction using light sources

		<ul style="list-style-type: none"> • Motorized switching between different laser and white light for sample images <p>Excitation lasers:</p> <ul style="list-style-type: none"> • DPSS Laser 100 mW, 532 nm ,FWHM<0.05 • Diode Laser 300 mW , 785nm, FWHM<0.05 <p>Microscope: Research Grade microscope allowing confocal measurements with better than 2.0 μm depth resolution and spatial resolution better than 1.0 μm. Including:</p> <ul style="list-style-type: none"> • Reflected Light Illumination • Objectives : 5x, 20x, 50x and 50x long distance objective • Binocular head with color video camera. • Manual XY Stage <p>CCD detector (1024 x 256 pixels)</p> <p>Peltier cooled to -70°C multichannel detector for UV, visible and near IR range with suitable adapters and electronics interface.</p> <p>Spectrometer control software and computer Spectroscopic acquisition and data analysis software under windows environment, including spectrometer control routines, multichannel data acquisition programs, image capture software for white light image capture and display. Ability to carry out Raman mapping and related analysis.</p> <p>Computer: Dual Core processor 4 GB RAM, 500 GB HDD, DVD-RW, Windows 7 Professional (64 bit) Operating system, 22" LCD display,</p> <p>Additional Software License for 5 users for Offline Analysis</p> <p>Samples measuring accessories: Provide the entire required accessories to measure samples in the form of solid, liquid and powder, quartz sample holder.</p> <p><u>Optional Items</u></p> <ol style="list-style-type: none"> 1) XYZ Mapping Stage: Step Size : XY 100nm, Z 16nm 2) Heating Cooling Stage : -196°C to 600°C complete with controller and necessary long working distance Objective and software
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		<p>3) Microscope Enclosure Class 3B for open lab applications</p> <p>4) Future Upgradation to integrate with AFM onsite.</p> <p>Warranty: One year warranty of whole instrument + 4 Years annual maintenance contract</p>											
8	Dielectric Measurement Set Up	<p>Technical Specifications:- Impedance Range : 0.05 Ohm- 100 T Ohm, Frequency range : 5 μHz-40MHz (option for increasing frequency upto 3 GHz), Capacitance Range : 0.01 pF-1F, Phase accuracy of 0.002°, $\tan(\delta)$ accuracy of 3×10^{-5}, Sample cell with gold/platinum plated electrodes (capable for measurement for solid and liquid samples) Shielding unit Liq N₂ dewar and heating arrangement: Temperature Range : - 100 $^{\circ}$C to 250 $^{\circ}$C, Temperature stability : $\pm 0.4^{\circ}$C, Temperature stabilization time: <10 minutes (for 0.4 $^{\circ}$C stability), Measuring voltage range: 0-3 Vrms / 70 mA (accuracy 1μV), DC-Bias Voltage : ± 40V/ 70 mA, Data acquisition system (with GPIB interface card) with software, Prices quoted should be CISF Value, upto Varanasi, Free installation and Warranty 24 months, Annual Maintenance 4 Years without extra cost, Training to two personnel for operating instrument.</p>											
9	Add-on and Accessories for TEM	<table border="1"> <tr><td>1. SET of 3 Apertures 10 MI (A GROUP)</td></tr> <tr><td>2. SET of 3 Apertures 30 MI (A GROUP)</td></tr> <tr><td>3. SET of 3 Apertures 40 MI (A GROUP)</td></tr> <tr><td>4. SET of 3 Apertures 50 MI (A GROUP)</td></tr> <tr><td>5. SET of 3 Apertures 100 MI (A GROUP)</td></tr> <tr><td>6. SET of 3 Apertures 200 MI (A GROUP)</td></tr> <tr><td>7. Donator Complete (A GROUP)</td></tr> <tr><td>8. SERV. IGP NO MAGNT (A GROUP)</td></tr> <tr><td>9. RAM COMBI BOARD (A GROUP)</td></tr> <tr><td>10. LOW BGR. HLD COMPU (A GROUP)</td></tr> <tr><td>11. EDS BY BACK</td></tr> </table>	1. SET of 3 Apertures 10 MI (A GROUP)	2. SET of 3 Apertures 30 MI (A GROUP)	3. SET of 3 Apertures 40 MI (A GROUP)	4. SET of 3 Apertures 50 MI (A GROUP)	5. SET of 3 Apertures 100 MI (A GROUP)	6. SET of 3 Apertures 200 MI (A GROUP)	7. Donator Complete (A GROUP)	8. SERV. IGP NO MAGNT (A GROUP)	9. RAM COMBI BOARD (A GROUP)	10. LOW BGR. HLD COMPU (A GROUP)	11. EDS BY BACK
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PART 3 – Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

- 1. Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “University” means Banaras Hindu University or any faculty, institute department other entities made competent for purchasing the goods, services as specified in **SCC**.
 - (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (e) “Day” means calendar day.
 - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (g) “GCC” means the General Conditions of Contract.
 - (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC) **India**.
 - (j) “The Project Site,” term where applicable, means the place of work named in the **SCC**.
 - (k) “Purchaser” means Banaras Hindu University or any institute, faculty, department and other entities made competent for purchasing the Goods and Services, as specified in the **SCC**.

- (l) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (m) “SCC” means the Special Conditions of Contract.
- (n) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (o) “Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (p) “The Project Site,” where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Corrupt and Fraudulent Practices

3.1 The University requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

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- 6. Joint Venture, Consortium or Association** 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility** 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. Nationality must be disclosed by the supplier
- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices** 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Purchaser’s country when
- (a) as a matter of law or official regulations, the Purchaser’s country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Purchaser’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

10 Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

10.4 All questions, disputes and differences arising shall be referred to the sole arbitration by an arbitrator appointed under the provision of the Arbitrations and Conciliation Act, 1996 by the Vice Chancellor BHU, Varanasi.

10.5 Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the parties shall continue to perform their respective obligations without prejudice to a final adjustment in accordance with such award.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

-
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15 Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- 16. Terms of Payment** 16.1 Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies made. However in following cases advance payments may be made if specified in **SCC**:
- (i) Advance payment demanded by firms holding maintenance contracts for servicing of Air-conditioners, computers, other costly equipment, etc.
 - (ii) Advance payment demanded by firms against fabrication contracts, turnkey contracts etc.
- Such advance payment should not exceed the following limits :-
- (i) Thirty percent of the contract value to private firms;
 - (ii) Forty percent of the contract value to a State or central Government agency or a Public Sector Undertaking; or
 - (iii) In case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, within **ninety (90) days** after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made through irrevocable letter of Credit to the Supplier under this Contract shall be those in which the bid price is expressed. **Indian currency unless otherwise agreed.**

17. Taxes and Duties

- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent or country or origin, the supplies shall provide benefit from any such tax sowing to the purchaser.

18. Performance Security

- 18.1 If required as specified in the SCC, the Supplier shall, within **twenty-one (21) days** of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.
- 18.4 Performance security should remain valid for a period of sixty days beyond the date of completion of all contracted obligations of the supplier including warranty obligation.
- 18.5 Bid security shall be refunded to the successful bidder within **30 days** of receipt of performance security.

19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) now or hereafter enters the public domain through no fault of that party;
 - (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses

3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin of purchaser's country.
- (b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, 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.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable ***Incoterms*** or in the manner specified in the SCC.

25. Transportation and Incidental Services

25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified ***Incoterms***.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC:**

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services otherwise shall be at the cost of suppliers.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and

inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier, if permitted by the purchaser, shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the

maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or warranty period mentioned by supplier whichever period concludes later unless mutually agreed.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

30. Force Majeure

- 30.1 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 30.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 30.3 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31. Change Orders and Contract Amendments

- 31.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 31.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any

provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

31.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

31.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

32. Extensions of Time

32.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

32.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

33. Termination

33.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 35;

- (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

33.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

33.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the

remaining Goods, the Purchaser may elect:

- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

34. Assignment

34.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

GCC 1.1(i)	The Purchaser's country is: India
GCC 1.1(k)	The Purchaser is: Prof. S.B.Rai, Head, Department of Physics, Faculty of Science, Banaras Hindu University, Varanasi-221005
GCC 1.1 (j)	The Project Site(s)/Final Destination(s) is/are: Prof. S.B.Rai, Head, Department of Physics, Faculty of Science, BHU, Varanasi-221005
GCC 5.1	The language shall be: Hindi or English
GCC 8.1	<p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>Attention : Prof. S.B. Rai</p> <p>Street Address : Department of Physics, Faculty of Science, Banaras Hindu University</p> <p>Floor/ Room number :</p> <p>City : Varanasi</p> <p>ZIP Code : 221005</p> <p>Country : India</p> <p>Telephone : 91-542-2368390 91-542-6701566</p> <p>Facsimile number : 91-542-2368390</p> <p>Electronic mail address: sbrai49@yahoo.co.in</p>
GCC 9.1	The governing law shall be the law of India
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:

	<p align="center"><i>Contracts with Supplier for arbitral proceeding</i></p> <p>In the case of a dispute between the Purchaser and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country by the arbitrator appointed by vice-chancellor, BHU, unless otherwise agreed.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are :</p> <p>(i) An airway bill (ii) Insurance Certificate, (iii) Manufacturer's or Supplier's Warranty Certificate, (iv) Inspection Certificate issued by nominated inspection agency, (v) Supplier's factory shipping details etc</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.</p>
GCC 16.1	<p><i>Sample provision</i></p> <p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in Indian Rupees in the following manner:</p> <p>(i) On Shipment: Ninety (90%) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon receiving equipments in good condition and documents specified in GCC Clause 13.1 under Section VIII.</p> <p>(iii) On Acceptance: Remaining (10%) percent of the Contract Price of Equipments received shall be paid within thirty (30) days of receipt of the equipments upon submission of claim supported by the acceptance certificate issued by the Purchaser by bank draft/wire transfer.</p> <p>Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been</p>

	<p>performed.</p> <p>Payment for Goods and Services supplied from within the Purchaser's country:</p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in Indian Rupees, as follows:</p> <p>(i) On Delivery & Acceptance: Hundred (100%) percent of the Contract Price shall be paid on receipt of the Goods in good conditions and acceptance certificate for satisfactory installation and functioning.</p>
GCC 18.1	A Performance Security shall be required @ 5% of contract price.
GCC 18.3	<p>If required, the Performance Security shall be in the form of : Bank Guarantee</p> <p>If required, the Performance security shall be denominated in Indian Rupees.</p>
GCC 18.4	Discharge of the Performance Security shall take place: <i>[insert date if different from the one indicated in sub clause GCC 18.4]</i>
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: <i>[insert in detail the type of packing required, the markings in the packing and all documentation required]</i>
GCC 24.1	<p>The insurance coverage shall be as specified in the <u>Incoterms</u>.</p> <p>If not in accordance with <u>Incoterms</u>, insurance shall be as follows:</p> <p><i>[insert specific insurance provisions agreed upon, including coverage, currency an amount]</i></p>
GCC 25.1	<p>Responsibility for transportation of the Goods shall be as specified in the <u>Incoterms</u>.</p> <p>If not in accordance with <u>Incoterms</u>, responsibility for transportations shall be as follows: <i>[insert "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)]</i></p>

GCC 25.2	<p>Incidental services to be provided are:</p> <p><i>[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i></p>
GCC 26.1	<p>The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i></p>
GCC 26.2	<p>The Inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i></p>
GCC 27.1	<p>The liquidated damage shall be: 1% per week</p>
GCC 27.1	<p>The maximum amount of liquidated damages shall be: 10%</p>
GCC 28.3	<p>The period of validity of the Warranty shall be: <i>[insert number]</i> days For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>[insert name(s) of location(s)]</i></p> <p><i>Sample provision</i></p> <p>GCC 28.3—In partial modification of the provisions, the warranty period shall be 24 months from date of acceptance/ satisfactory installation of the equipments. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract (if any). If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <ul style="list-style-type: none"> (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,or (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 1% per week of actual value of the equipment (maximum 10%). <p><i>[The rate should be higher than the adjustment rate used in the bid evaluation under ITB]</i></p>
GCC 28.5	<p>The period for repair or replacement shall be: 60 days</p>

Annexure A: Bidding Forms

Annexure A : Bidding Forms

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(i) TENDER FORM

(Techno commercial un-priced Bid)

(On the letter head of the firm submitting the bid)

Tender No.....

To

The _____

Dear Sir,

1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. I/We meet the eligibility requirements and have no conflict of interest ;
3. I/We have not been suspended nor declared ineligible in India;
4. I/We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: **[insert a brief description of the Goods and Related Services]**;
5. I/We offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 90 days from the date of opening of the tender.
6. I/we shall be bound by a communication of acceptance issued by you.
7. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
8. A crossed Bank Draft in favor of the Registrar, BHU for Rs. (Rupees.....only) as Earnest Money is enclosed. The Draft is drawn onBank payable at Varanasi
9. The following have been added to form part of this tender.

-
- (a) Samples of items quoted for, as per instructions provided in the schedule of requirement.
 - (b) Schedule of requirements, quoting the make only duly signed and stamped.(without indicating price)
 - (c) Income Tax clearance certificate.
 - (d) Copy of last audited balance sheet.
 - (e) Copy of Valid Central/State sales tax registration certificate.
 - (f) Copy of relevant major purchase orders valuing more than Rs. 20000/- executed during last two years for Govt. Depts., PSUs & Central Autonomous bodies..
 - (g) Proof of manufacturing Unit, dealership certificate/general order suppliers.
 - (h) Statement of deviations from financial terms & conditions, if any.
 - (i) Any other enclosure. (Please give details)

10. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.

11. Certified that the bidder is:

- a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

Or

- b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

- c) A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document).

12. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.

13. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

14. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative bids submitted;

15. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder* **[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed **[insert date of signing]** day of **[insert month]**, **[insert year]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Yours faithfully,

(Signature of bidder)

Dated this day of _____

Address:.....

.....

.....

Telephone No. : _____

FAX _____

E-mail _____

Company seal

(ii) TENDER FORM

(Priced Bid)

(On the letter head of the firm submitting the bid document)

To,

The _____

Ref: Tender No.....Dated:

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

1. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.
2. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
3. The prices quoted are inclusive of all charges net F.O.R University. We enclose herewith the complete Financial Bid as required by you. This includes:
 - a. Price Schedule as per schedule of requirement.
 - b. Statement of deviations from financial terms and conditions.
4. We agree to abide by our offer for a period of **90 days** from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

7. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of _____

Signature of Bidder _____

Details of enclosures _____

Full Address: _____

Telephone No. _____

Mobile No. : _____

Fax No. : _____

E-mail : _____

COMPANY SEAL

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

ADVT. No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above,. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement,. <input type="checkbox"/> In case of Government-owned enterprise or institution, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Bidder is not dependent agency of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*

ADVT. No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Annexure B

Annexure B. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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2. Performance Security 91

3. Advance Payment Security 95

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. _____

Name of Tender/ Work: -

Dear Sir,

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), schedules(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 too 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. In case any provisions of this tender are found violated, then your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) [*insert complete name of Purchaser*], a [*insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }*] and having its principal place of business at [*insert address of Purchaser*] (hereinafter called “the Purchaser”), of the one part, and
- (2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)

(h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Performance Security

Option 1: (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Supplier”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Purchaser dated the _____ day of _____, 20 ____, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 ____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods;
or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

INVITATION FOR BIDS

Notice Inviting Tender (NIT)

BANARAS HINDU UNIVERSITY
DEPARTMENT OF PHYSICS
VARANASI-221005

e-Procurement Notice

Ref: BHU/PHY/DST-FIST/EQUIPMENTS/2013-14/

Dated: 11-10-2013

Online tenders are hereby invited in **two cover system** from reputed **manufacturer/ authorized representative of a manufacture/whole sale dealer/importer** for supply of :-

- (1) Vibrating Sample Magnetometer (VSM):
- (2) Vacuum Ultra Violet (VUV) Spectrophotometer for reflectance and transmission measurements (115- 300 nm wavelength region):
- (3) X-Ray Diffractometer
- (4) Fourier Transform Raman Spectrometer
- (5) Fourier Transform Infrared Spectrophotometer (FTIR Spectrophotometer)
- (6) Double beam UV_VIS_NIR Spectrophotometer
- (7) Dispersive Micro Raman Spectrometer
- (8) Dielectric Measurement Set Up
- (9) Add-on and Accessories for TEM

Bidders can download complete set of bidding documents from e- procurement Platform <https://eprocure.gov.in/eprocure/app> from 11-10-2013 onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <https://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is: 10-11-2013 upto 04:00PM. (server time). Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website: <https://eprocure.gov.in/eprocure/app> and www.bhu.ac.in.

CRITICAL DATE SHEET

Published Date	11-10-2013(04:00 PM)
Bid Document Download / Sale Start Date	11-10-2013(04:00 PM)
Clarification Start Date	11-10-2013(04:00 PM)
Clarification End Date	01-11-2013(04:00 PM)
Pre bid meeting	NA
Bid Submission Start Date	11-10-2013(04:00 PM)
Bid Document Download / Sale End Date	10-11-2013(04:00 PM)
Bid Submission End Date	10-11-2013(04:00 PM)
Bid Opening Date	11-11-2013(04:00 PM)

Dated:- _____

sd/

(Registrar)