मैग्नेटो परिवहन मापन प्रणाली

की आपूर्ति, स्थापना और कमीशनिंग

के लिए

(सीपीपीपी के ई-प्रोक्योरमेंट पोर्टल के माध्यम से) ऑनलाइन बोली आमंत्रित है

निविदा संख्या: IIT(BHU)/CIF/2025-26/MTMS, दिनांक: 01/12/2025

जमा करने की अंतिम तिथि: 03/01/2026, (04:00 PM) निविदा खुलने की तिथि: 05/01/2026, (04:00 PM)



केंद्रीय उपकरण केंद्र भारतीय प्रौद्योगिकी संस्थान (काशी हिंदू विश्वविद्यालय) वाराणसी–221005, उत्तर प्रदेश, भारत

ई-मेल: office.cif@iitbhu.ac.in

Online Bids

(Through E-Procurement Portal of CPPP)

are invited

for

Supply, Installation and Commissioning of Magneto Transport Measurement System

Tender No.: IIT(BHU)/CIF/2025-26/MTMS, Dated: 01/12/2025

Last Date of Submission: 03/01/2026, (04:00 PM)
Tender Opening date: 05/01/2026, (04:00 PM)



Central Instrument Facility (CIF) Indian Institute of Technology (BHU), Varanasi - 221005, Uttar Pradesh, India

E-mail: office.cif@iitbhu.ac.in

भारतीय प्रौद्योगिकी संस्थान (काशी हिन्दू विश्वविद्यालय), वाराणसी—221005

विभाग / स्कूल / इकाई / केंद्र का नाम: केंद्रीय उपकरण केंद्र, भारतीय प्रौद्योगिकी संस्थान, (काशी हिंदू विश्वविद्यालय), वाराणसी—221005, (उ.प्र.)

विज्ञापित निविदा जांच दस्तावेज (निविदा आमंत्रण सूचना)

भारतीय प्रौद्योगिकी संस्थान (का.हि.वि.), वाराणसी द्वारा निम्नलिखित वस्तुओं के निर्माताओं (या उनके 'अधिकृत' वितरक से जिसे निविदा आमंत्रण सूचना के प्रत्युत्तर में प्रस्तुत करने के लिए अधिकृत किया गया हो) से ऑनलाइन निविदा आमंत्रित किए जाते हैं:

क्रम संख्या	निविदा संख्या और अंतिम तिथि	वस्तुओं की विशिष्टता और मात्रा	जमा की जाने वाली अग्रिम धनराशि
	निविदा संख्या: IIT(BHU)/CIF/2025-26/MTMS, Dated: 01/12/2025	मैग्नेटो परिवहन मापन प्रणाली की आपूर्ति, स्थापना और कमीशनिंग	
1.		मात्रा: 01 आइट्मवार आवश्यकता का विवरण	হ. 14,00,000/-
	जमा करने की अंतिम तिथि: 03/01/2026, (04:00 PM)	और अनुलग्नक—I के अनुसार विशिष्टताएँ	

निविदा दस्तावेज केंद्रीय सार्वजनिक खरीद पोर्टल http://eprocure.gov.in/eprocure/app से डाउनलोड किया जा सकता है। उचित निविदा का चयन करे एवं उन्हें सभी प्रासंगिक सूचनाओं से भरे और पूर्ण रूप से भरे हुए निविदा दस्तावेज को अगले पृष्ठ पर दी गई अनुसूची के अनुसार वेबसाइट http://eprocure.gov.in/eprocure/app पर ऑनलाइन जमा करें।

इच्छुक निविदादाता जिन्होंने नामांकन / पंजीकरण—खरीदारी नहीं की है, उन्हें वेबसाइट http://eprocure.gov.in/eprocure/app के माध्यम से भाग लेने से पहले नामांकन / पंजीकरण करना चाहिए। पोर्टल पर पंजीकरण निःशुल्क है। निविदादाताओं को सलाह दी जाती है कि वे 'ऑनलाइन निविदा प्रस्तुत करने के निर्देश' में दिए गए निर्देशों को पढें।

कोई भी निविदा हार्ड प्रति में स्वीकार नहीं की जाएगी । सभी कोटेशन (तकनीकी और वित्तीय दोनों को ई-प्रोक्योरमेंट पोर्टल - http://eprocure.gov.in/eprocure/app पर केवल ऑनलाइन माध्यम से ही जमा किया जाना चाहिए)।

निविदा प्रभारी आचार्य, केंद्रीय उपकरण केंद्र, भारतीय प्रौद्योगिकी संस्थान (काशी हिन्दू विश्वविद्यालय) वाराणसी—221005, उ.प्र. को संबोधित किया जाना चाहिए एवं निविदा दस्तावेज में उल्लिखित समय सीमा के अनुसार निविदा खुलने के दिन या उससे पहले ऑनलाइन जमा / प्रस्तुत करें।

ऑनलाइन निविदा जमा करने में हुई किसी भी देरी के लिए संस्थान जिम्मेदार नहीं होगा । संस्थान के पास किसी भी निविदा को स्वीकार या अस्वीकार करने, बिना कोई कारण बताए निविदा को रद्द करने का अधिकार सुरक्षित है । इस संबंध में किसी भी पत्राचार पर विचार नहीं किया जाएगा ।

यदि किसी भी स्तर पर निविदा द्वारा आपूर्ति की गई वस्तु के विषय में गलत विवरण / जानकारी पाया जाता है तो धरोहर राशि जब्त कर लिया जाएगा ।

एसडी / — प्रभारी आचार्य केंद्रीय उपकरण केंद्र भारतीय प्रौद्योगिकी संस्थान (काशी हिन्दू विश्वविद्यालय) वाराणसी — 221005

INDIAN INSTITUTE OF TECHNOLOGY (BHU), VARANASI Varanasi - 221005, Uttar Pradesh, India

DEPARTMENT/ CENTRE: Central Instrument Facility (CIF), Indian Institute of Technology (BHU) Varanasi, Varanasi - 221005, Uttar Pradesh, India

Advertised Tender Enquiry Documents

(NOTICE INVITING TENDER)

IIT (BHU) Varanasi invites online tender from manufacturers (or their 'authorized' dealers that they have been authorized to quote in response to this NIT) of the following items are invited:

S. No.	Tender No. and Last Date	Specifications & Quantity of the item	Earnest Money Deposit to be submitted
	Tender No.: IIT(BHU)/CIF/2025-26/MTMS, Dated:	Supply, Installation and	
	01/12/2025	Commissioning of Magneto	
		Transport Measurement System	
1.			₹ 14,00,000/-
		Quantity-01	
		Detail item wise requirement and	
	Last Date of Bid Submission: 03/01/2026, (04:00 PM)	Technical Specifications as per	
		Annexure-1	

Tender Documents may be downloaded from Central Public Procurement Portal http://eprocure.gov.in/eprocure/app. Tenderers can access tender documents on the CPP Portal. Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website http://eprocure.gov.in/eprocure/app as per the schedule given in the next page.

Aspiring Bidders who have not enrolled/ registered in e-procurement should enroll/ register before participating through the website http://eprocure.gov.in/eprocure/app. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the e-procurement portal).

The tender should be addressed to Professor In-charge, Central Instrument Facility (CIF), Indian Institute of Technology (BHU) Varanasi, Varanasi - 221005, Uttar Pradesh, India and should be submitted online on or before the last Date of Submission as mentioned in critical date sheet.

The Institute shall not be responsible for any delay in submitting online Bids. The Institute reserves the right to accept or reject any bid, cancel the Tender without assigning any reason thereof. No correspondence in this regard will be entertained.

Sd/-Professor In-charge Central Instrument Facility (CIF) IIT (BHU), Varanasi Varanasi - 221005, Uttar Pradesh, India

भारतीय प्रौद्योगिकी संस्थान (काशी हिंदू विश्वविद्यालय), वाराणसी - 221005

विभाग/स्कूल/इकाई/केंद्र का नाम : केंद्रीय उपकरण केंद्र, भारतीय प्रौद्योगिकी संस्थान, (काशी हिंदू विश्वविद्यालय) वाराणसी-221005, (उ.प्र.)

मैग्नेटो परिवहन मापन प्रणाली की आपूर्ति, स्थापना और कमीशर्निंग

महत्वपूर्ण डाटा शीट

संगठन का नाम	भारतीय प्रौद्योगिकी संस्थान (का.हि.वि.), वाराणसी
निविदा	वैश्विक निविदा
	वाश्वक ।नावदा
प्रकार/अनुबंध का प्रारूप (कार्य/आपूर्ति/नीलामी/सेवा/खरीद/ इंपैनेलमेंट/ बिक्री)	आपूर्ति
मूल निविदा जारी/प्रकाशित करने की तिथि	03/12/2025, (05:00 PM)
दस्तावेज डाउनलोड प्रारंभ तिथि	03/12/2025, (05:00 PM)
निविदा-पूर्व बैठक की तिथि*	
(यदि कोई प्रश्न हो,जिस पर चर्चा की जानी हो,तो उसे	लागू नहीं
निविदा-पूर्व बैठक की तिथि से पहले	
office.cif@iitbhu.ac.in पर ईमेल किया जाना चाहिए)	
शुद्धिपत्र ,यदि कोई हो	
निविदाएं अपलोड करने की अंतिम तिथि और समय	03/01/2026 ; 04:00 PM
तकनीकी निविदा खोलने की तिथि और समय	05/01/2026 ; 04:00 PM
निविदा प्रसंस्करण शुल्क (जीएसटी सहित लागू)	रु. 23,600/- (निविदा प्रसंस्करण शुल्क के लिए) (निम्नलिखित विवरण के अनुसार आरटीजीएस/एनईएफटी के माध्यम से भुगतान किया जाना है:) खाते का नाम: रजिस्ट्रार, आईआईटी (बीएचयू) बैंक का नाम: भारतीय स्टेट बैंक शाखा का नाम: आईटी, बी.एच.यू., वाराणसी खाता संख्या: 32778803937 आईएफएससी: SBIN0011445 भुगतान का प्रमाण तकनीकी बोली के साथ संलग्न होना चाहिए।
ईएमडी (अर्नेस्ट राशि जमा)	₹. 14,00,000/-
कवरों की संख्या (1/2/3/4)	02
निविदा वैधता दिन	270
संचार के लिए पता	प्रभारी आचार्य,
	केंद्रीय उपकरण केंद्र
	भारतीय प्रौद्योगिकी संस्थान (काशी हिन्दू विश्वविद्यालय)
	वाराणसी – 221005
ई-मेल पता	office.cif@iitbhu.ac.in

INDIAN INSTITUTE OF TECHNOLOGY (BHU) VARANASI Varanasi - 221005, Uttar Pradesh, India

DEPARTMENT/ **CENTRE:** Central Instrument Facility (CIF), Indian Institute of Technology (BHU) Varanasi, Varanasi - 221005, Uttar Pradesh, India

Supply, Installation and Commissioning of Magneto Transport Measurement System

CRITICAL DATA SHEET

Name of Organization	Indian Institute of Technology (BHU) Varanasi
Tender	Global Tender
Type/ Form of Contract (Work/ Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Supply
Date of Issue/Publishing Original Tender	03/12/2025, (05:00 PM)
Document Download Start Date	03/12/2025, (05:00 PM)
Pre-Bid Meeting Date*	
(*Queries, if any, to be discussed, must be emailed to office.cif@iitbhu.ac.in , before the date of Pre-Bid meeting for consideration.)	NA
Corrigendum, if any	
Last Date and Time for Uploading of Bids	03/01/2026 ; 04:00 PM
Date and Time of Opening of Technical Bids	05/01/2026 ; 04:00 PM
Tender Processing Fee (including GST as applicable)	Rs. 23,600/- (For Tender Processing Fee) (To be paid through RTGS/NEFT as per the following details:) Name of Account: Registrar, IIT(BHU) Name of the Bank: State Bank of India Name of Branch: IT, BHU, Varanasi Account No.: 32778803937 IFSC: SBIN0011445 The proof of payment must be enclosed with Technical Bid.
EMD (Earnest Money Deposit)	Rs. 14,00,000/-
No. of Covers (1/2/3/4)	02
Bid Validity Days	270 Days (From the date of opening of the tender)
Address for Communication	Professor In-charge, Central Instrument Facility (CIF) IIT (BHU) Varanasi Varanasi - 221005, Uttar Pradesh, India
E-mail Address	Office.cif@iitbhu.ac.in

INDIAN INSTITUTE OF TECHNOLOGY (BHU) VARANASI Varanasi - 221005, Uttar Pradesh, India

DEPARTMENT/ CENTRE: Central Instrument Facility (CIF), Indian Institute of Technology (BHU) Varanasi, Varanasi - 221005, Uttar Pradesh, India

TENDER DOCUMENT FOR

Supply, Installation and Commissioning of Magneto Transport Measurement System

INVITATION FOR BIDS

Online bids are invited from eligible bidders for the following:

S. No.	Tender No. and Last Date	Specifications & Quantity of the item	Earnest Money Deposit to be submitted
	Tender No.: IIT(BHU)/CIF/2025-26/MTMS,	Supply, Installation and	
	Dated: 01/12/2025	Commissioning of Magneto	
1.	, ,	Transport Measurement System	
	Last Date of Submission: 03/01/2026, (04:00 PM)	Quantity-01 Detail item wise requirement and Technical Specifications as per Annexure-I	₹ 14,00,000/-

- 1. Interested eligible Bidders may obtain further information from IIT(BHU) Varanasi website: www.iitbhu.ac.in/iitnotifications/purchase_enquiries/ or from Central Public Procurement Portal (CPPP) https://eprocure.gov.in/eprocure/app.
- 2. Intending bidders are advised to visit IIT(BHU) website www.iitbhu.ac.in/iitnotifications/purchase enquiries/ and CPPP website https://eprocure.gov.in/eprocure/app regularly till closing date of BID submission of tender for any corrigendum/ addendum/ amendment.
- 3. Tender Processing Fee is to be deposited electronically by RTGS/NEFT in the account of Registrar, IIT (BHU) in the Bank details mentioned above. Bidders are required to submit the scan copy of payment receipt details of Tender processing fees payment at the time of Bid Preparation.
- 4. This Tender Document contains the following:
 - 1. Instructions for Online Bid Submission
 - 2. Instruction to Bidders
 - 3. General conditions of contract (GCC)
 - 4. Special Condition of Contracts
 - 5. Checklist for Bid/Tender submission
 - 6. Declaration Certificate
 - 7. Technical specifications for the complete project (Annexure I)
 - 8. Compliance Sheet

भाग 1: ऑनलाइन निविदा प्रस्तुत करने के लिए निर्देश

व्यय विभाग के निर्देशों के अनुसार, यह निविदा दस्तावेज केंद्रीय सार्वजनिक बिक्री पोर्टल http://eprocure.gov.in/eprocure/app) पर प्रकाशित किया गया है । निविदादाताओं को वैध डिजिटल हस्ताक्षर प्रमाणपत्रों का उपयोग करके सीपीपी पोर्टल पर इलेक्ट्रॉनिक रूप से अपनी निविदा की सॉफ्ट कॉपी जमा करनी होगी। नीचे दिए गए निर्देश निविदादाताओं को सीपीपी पोर्टल पर पंजीकरण करने, आवश्यकताओं के अनुसार अपनी निविदा तैयार करने और सीपीपी पोर्टल पर अपनी निविदा ऑनलाइन जमा करने में सहायता करने के लिए हैं। अधिक जानकारी यहां से प्राप्त की जा सकती है: http://eprocure.gov.in/eprocure/app।

1. पंजीकरण

- 1. निविदादाताओं को केंद्रीय सार्वजनिक बिक्री पोर्टल (http://eprocure.gov.in/eprocure/app) के ई-प्रोक्योरमेंट <u>मॉड्यूल पर</u> "नामांकन के लिए यहां क्लिक करें" लिंक पर क्लिक करके नामांकन करना आवश्यक है। सीपीपी पोर्टल पर नामांकन निःशुल्क है।
- नामांकन प्रक्रिया के भाग के रूप में, निविदादाताओं को एक विशिष्ट उपयोगकर्ता नाम चुनना होगा तथा अपने खातों के लिए एक पासवर्ड निर्दिष्ट करना होगा।
- निविदादाता को सलाह दी जाती है कि वे पंजीकरण प्रक्रिया के भाग के रूप में अपना वैध ईमेल पता और मोबाइल नंबर पंजीकृत करें। इनका उपयोग CPP पोर्टल से किसी भी संपर्क के लिए किया जाएगा।
- 4. नामांकन के समय, निविदादाताओं को अपने प्रोफाइल के साथ सीसीए इंडिया द्वारा मान्यता प्राप्त किसी भी प्रमाणन प्राधिकरण (जैसे, सिफी/टीसीएस/एन-कोड/ई-मुद्रा, आदि) द्वारा जारी वैध डिजिटल हस्ताक्षर प्रमाणपत्र (साइनिंग की यूजेज के साथ क्लास II या क्लास III प्रमाणपत्र) पंजीकृत कराना होगा।
- 5. एक निविदादाता द्वारा केवल एक वैध डीएससी पंजीकृत होना चाहिए। कृपया ध्यान दें कि निविदादाताओं को यह सुनिश्चित करने की जिम्मेदारी है कि वे अपने डीएससी को दूसरों को उधार न दें, जिससे उनका दुरुपयोग हो सकता है।
- 6. इसके बाद निविदादाता अपना यूजर आईडी/पासवर्ड तथा डीएससी/ई-टोकन का पासवर्ड दर्ज करके सुरक्षित लॉग-इन के माध्यम से साइट पर लॉग इन करता है।

2. निविदा दस्तावेजों की खोज

- 1. सीपीपी पोर्टल में कई सर्च विकल्प बनाए गए हैं, ताकि निविदादाताओं को कई मापदंडों के आधार पर सक्रिय निविदाओं को खोजने में सुविधा हो। इन मापदंडों में टेंडर आईडी, संगठन का नाम, स्थान, तिथि, मूल्य आदि शामिल हो सकते हैं। निविदाओं के लिए उन्नत खोज का एक विकल्प भी है, जिसमें निविदादाता सीपीपी पोर्टल पर प्रकाशित निविदा की खोज के लिए संगठन का नाम, अनुबंध का प्रारूप, स्थान, तिथि, अन्य कीवर्ड आदि जैसे कई सर्च मापदंडों को जोड़ सकते हैं।
- 2. एक बार निविदादाताओं ने अपनी रुचि के अनुसार निविदाएं चुन लीं, तो वे आवश्यक दस्तावेज/निविदा अनुसूचियां डाउनलोड कर सकते हैं। इन निविदाओं को संबंधित 'माई टेंडर्स' फ़ोल्डर में ले जाया जा सकता है। इससे सीपीपी पोर्टल निविदादाताओं को एसएमएस/ई-मेल के माध्यम से सूचित करने में सक्षम होगा, यदि निविदा दस्तावेज में कोई सुधार जारी किया गया हो।
- निविदादाता को प्रत्येक निविदा के लिए निर्दिष्ट विशिष्ट निविदा आईडी को नोट कर लेना चाहिए, तािक यदि वे हेल्पडेस्क से कोई स्पष्टीकरण/सहायता प्राप्त करना चाहें तो वे ऐसा कर सकें।

3. निविदा की तैयारी

1. निविदादाता को अपनी निविदाएँ प्रस्तुत करने से पहले निविदा दस्तावेज पर प्रकाशित किसी भी शुद्धिपत्र को ध्यान में रखना चाहिए।

- 2. कृपया निविदा विज्ञापन और निविदा दस्तावेज़ को ध्यान से पढ़ें तािक बोली के भाग के रूप में प्रस्तुत किए जाने वाले आवश्यक दस्तावेज़ों को समझ सकें। कृपया ध्यान दें कि निविदा दस्तावेज़ों को कितने लिफ़ाफ़ों में प्रस्तुत किया जाना है, दस्तावेज़ों की संख्या जिसमें प्रत्येक दस्तावेज़ का नाम और सामग्री शामिल है जिसे प्रस्तुत किया जाना है। इनमें से किसी भी विचलन के कारण बिड को अस्वीकार किया जा सकता है।
- 3. निविदादाता को पहले से ही निविदा दस्तावेज/अनुसूची में बताए अनुसार प्रस्तुत किए जाने वाले बिड दस्तावेज तैयार कर लेने चाहिए और आम तौर पर वे पीडीएफ/एक्सएलएस/आरएआर/डीडब्ल्यूएफ प्रारूप में हो सकते हैं। निविदा दस्तावेजों को 100 डीपीआई के साथ काले और सफेद विकल्प के साथ स्कैन किया जा सकता है।
- 4. हर निविदा के हिस्से के रूप में प्रस्तुत किए जाने वाले मानक दस्तावेजों के एक ही सेट को अपलोड करने में लगने वाले समय और प्रयास से बचने के लिए, निविदादाताओं को ऐसे मानक दस्तावेजों (जैसे, पैन कार्ड की प्रति, वार्षिक रिपोर्ट, ऑडिटर प्रमाणपत्र, आदि) को अपलोड करने का प्रावधान प्रदान किया गया है। निविदादाता ऐसे दस्तावेज़ अपलोड करने के लिए अपने पास उपलब्ध "माई स्पेस" क्षेत्र का उपयोग कर सकते हैं। निविदा जमा करते समय इन दस्तावेजों को सीधे "माई स्पेस" क्षेत्र से जमा किया जा सकता है, और उन्हें बार-बार अपलोड करने की आवश्यकता नहीं है। इससे निविदा जमा करने की प्रक्रिया के लिए आवश्यक समय में कमी आएगी।

4. निविदाएँ प्रस्तुत करना

- निविदादाता को निविदा जमा करने से पहले ही साइट पर लॉग इन करना चाहिए ताकि वह निविदा को समय पर अपलोड कर सके, यानी बिड जमा करने के समय या उससे पहले। निविदादाता किसी अन्य मुद्दे के कारण होने वाली देरी के लिए जिम्मेदार होगा।
- निविदादाता को निविदा दस्तावेज में दर्शाए अनुसार आवश्यक निविदा दस्तावेजों पर एक-एक करके डिजिटल हस्ताक्षर करके अपलोड करना होगा।
- 3. निविदादाता को निविदा प्रसंस्करण शुल्क का भुगतान करने के लिए "ऑन-लाइन" भुगतान विकल्प का चयन करना होगा और उपकरण का विवरण दर्ज करना होगा। जब भी निविदा प्रसंस्करण शुल्क मांगा जाता है, तो निविदादाताओं को आरटीजीएस के माध्यम से निविदा प्रसंस्करण शुल्क का भुगतान ऑनलाइन करना होगा।
- 4. सभी निविदादाताओं द्वारा भरे जाने वाले निविदा दस्तावेज के साथ एक मानक BoQ प्रारूप प्रदान किया गया है। निविदादाताओं से अनुरोध है कि वे ध्यान दें कि उन्हें अपनी वित्तीय बीड्स अनिवार्य रूप से दिए गए प्रारूप में ही प्रस्तुत करनी चाहिए तथा कोई अन्य प्रारूप स्वीकार्य नहीं है। निविदादाताओं को BoQ फ़ाइल डाउनलोड करनी होगी, उसे खोलना होगा तथा सफ़ेद रंग की (असुरक्षित) सेल को अपने संबंधित वित्तीय उद्धरणों तथा अन्य विवरणों (जैसे निविदादाता का नाम) के साथ भरना होगा। अन्य कोई भी सेल नहीं बदला जाना चाहिए। विवरण पूर्ण हो जाने के पश्चात, निविदादाता को इसे सहेजना चाहिए तथा फ़ाइल नाम बदले बिना इसे ऑनलाइन जमा करना चाहिए। यदि निविदादाता द्वारा BoQ फ़ाइल में कोई परिवर्तन पाया जाता है, तो निविदा अस्वीकृत कर दी जाएगी।
- 5. सर्वर समय (जो निविदादाताओं के डैशबोर्ड पर प्रदर्शित होता है) को निविदादाताओं द्वारा निविदाएँ प्रस्तुत करने, निविदाएँ खोलने आदि की समय-सीमा को संदर्भित करने के लिए मानक समय माना जाएगा। निविदादाताओं को निविदा प्रस्तुत करने के दौरान इस समय का पालन करना चाहिए।
- 6. निविदादाताओं द्वारा प्रस्तुत किए जा रहे सभी दस्तावेज़ों को डेटा की गोपनीयता सुनिश्चित करने के लिए PKI एन्क्रिप्शन तकनीक का उपयोग करके एन्क्रिप्ट किया जाएगा। दर्ज किए गए डेटा को बिड खुलने के समय तक अनिधकृत व्यक्तियों द्वारा नहीं देखा जा सकता है। निविदाएँ की गोपनीयता सुरक्षित सॉकेट लेयर 128-बिट एन्क्रिप्शन तकनीक का उपयोग करके बनाए रखी जाती है। संवेदनशील क्षेत्रों का डेटा संग्रहण एन्क्रिप्शन किया जाता है।
- 7. अपलोड किए गए निविदा दस्तावेज, अधिकृत बिड खोलने वालों द्वारा निविदा खोले जाने के बाद ही पठनीय हो पाते हैं।
- 8. निविदाओं के सफल और समय पर प्रस्तुत किए जाने पर, पोर्टल एक सफल निविदा प्रस्तुतिकरण संदेश देगा और निविदा संख्या के साथ एक निविदा सारांश प्रदर्शित किया जाएगा तथा निविदा प्रस्तुत करने की तिथि और समय के साथ अन्य सभी प्रासंगिक विवरण भी प्रदर्शित किए जाएंगे।

9. कृपया सभी प्रासंगिक दस्तावेजों की स्कैन की गई पीडीएफ प्रति अनुपालन शीट की एक एकल पीडीएफ फाइल में जोड़ें।

5. निविदादाताओं को सहायता

- 1. निविदा दस्तावेज और उसमें निहित नियमों व शर्तों से संबंधित किसी भी प्रश्न के लिए निविदा आमंत्रण प्राधिकारी या निविदा में उल्लिखित संबंधित संपर्क व्यक्ति से संपर्क किया जाना चाहिए।
- ऑनलाइन निविदा प्रस्तुत करने की प्रक्रिया से संबंधित कोई भी प्रश्न या सामान्य रूप से सीपीपी पोर्टल से संबंधित प्रश्न 24x7 सीपीपी पोर्टल हेल्पडेस्क पर पूछे जा सकते हैं।

6. निविदादाताओं के लिए सामान्य निर्देश

- 1. निविदाएं https://eprocure.gov.in/eprocure/app पोर्टल के माध्यम से ऑनलाइन प्राप्त की जाएंगी। तकनीकी निविदाओं में, निविदादाताओं को सभी दस्तावेज़ .pdf प्रारूप में अपलोड करने होंगे।
- 2. कंपनी के नाम पर स्मार्ट कार्ड/ई-टोकन के रूप में वैध क्लास II/III डिजिटल हस्ताक्षर प्रमाणपत्र (DSC) का होना https://eprocure.gov.in/eprocure/app के माध्यम से पंजीकरण और बिड प्रस्तुत करने की गतिविधियों में भाग लेने के लिए एक शर्त है। डिजिटल हस्ताक्षर प्रमाणपत्र अधिकृत प्रमाणन एजेंसियों से प्राप्त किए जा सकते हैं, जिनका विवरण https://eprocure.gov.in/eprocure/app वेबसाइट पर "DSC के बारे में जानकारी" लिंक के अंतर्गत उपलब्ध है।
- 3. https://eprocure.gov.in/eprocure/app पर ई-खरीद के लिए केंद्रीय सार्वजनिक खरीद पोर्टल के माध्यम से ऑनलाइन निविदाओं के ई-प्रस्तुतिकरण के लिए निविदाकर्ताओं को दिए गए निर्देशों का पालन करें।

भाग 2: निविदादाताओं के लिए निर्देश

ए.) परिचय

1. कार्यक्षेत्र

निदेशक, आईआईटी (बीएचयू), वाराणसी की ओर से अनुलग्नक- I में दिए गए तकनीकी विनिर्देशों और इस निविदा दस्तावेज के नियमों और शर्तों के अनुसार उपकरणों की आपूर्ति के लिए निर्माताओं/आपूर्तिकर्ताओं से ऑनलाइन निविदा आमंत्रित करता है।

2. निविदा की लागत

निविदादाता को अपनी निविदा की तैयारी और प्रस्तुति से संबंधित सभी लागतों को वहन करना होगा, तथा "क्रेता" किसी भी स्थिति में इन लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा, चाहे निविदा प्रक्रिया का संचालन या परिणाम कुछ भी हो।

बी.) निविदा दस्तावेज

3. निविदा प्रसंस्करण शुल्क

टेंडर प्रोसेसिंग फीस (23,600/- रुपये) ऊपर बताए गए विवरण के अनुसार ऑनलाइन जमा की जानी चाहिए। इसके अलावा, भुगतान का प्रमाण तकनीकी निविदा के साथ अपलोड किया जाना चाहिए। छूट भारत सरकार के मानदंडों के अनुसार लागू होगी।

4. निविदा दस्तावेजों की सामग्री

- 4.1 निविदा दस्तावेजों में आवश्यक सामान, निविदा प्रक्रिया और अनुबंध की शर्तें निर्धारित की गई हैं। निविदा आमंत्रण के अलावा, निविदा दस्तावेजों में निम्नलिखित शामिल हैं:
 - (a) ऑनलाइन निविदा प्रस्तुत करने के निर्देश
 - (b) निविदादाताओं के लिए निर्देश (आईटीबी)
 - (c) अनुबंध की सामान्य शर्तें (जीसीसी)
 - (d) अनुबंध की विशेष शर्तें (एससीसी)
 - (e) आवश्यकताओं की अनुसूची
 - (f) निविदा प्रपत्र (तकनीकी बिड)
 - (g) निविदा प्रपत्र (वित्तीय बिड)
 - (h) सत्यनिष्ठा संधि (इंटीग्रिटी पैक्ट)
- 4.2 निविदादाता से बिड दस्तावेजों में सभी निर्देशों, प्रपत्रों, शर्तों और विनिर्देशों की जांच करने की अपेक्षा की जाती है। बिड दस्तावेजों द्वारा अपेक्षित सभी जानकारी प्रदान करने में विफलता या निविदा प्रस्तुत करना जो हर मामले में बिड दस्तावेजों के लिए पर्याप्त रूप से उत्तरदायी नहीं है, निविदादाता के जोखिम पर होगा और इसके परिणामस्वरूप उसकी निविदा को अस्वीकार किया जा सकता है।

5. निविदा दस्तावेजों में संशोधन

- 5.1 निविदाएँ प्रस्तुत करने की अंतिम तिथि से पहले किसी भी समय, क्रेता किसी भी कारण से, चाहे अपनी पहल पर या किसी संभावित निविदादाता द्वारा मांगे गए स्पष्टीकरण के प्रत्युत्तर में, संशोधन द्वारा बिड दस्तावेजों को संशोधित कर सकता है।
- 5.2 सभी संभावित निविदादाताओं को, जिन्होंने बिड दस्तावेज प्राप्त कर लिए हैं, लिखित रूप में संशोधन की सूचना दी जाएगी, जो उन पर बाध्यकारी होगा।
- 5.3 संभावित निविदादाताओं को अपनी बिड तैयार करने में संशोधन को ध्यान में रखने के लिए उचित समय देने के लिए, क्रेता अपने विवेक से निविदा प्रस्तुत करने की समय सीमा बढ़ा सकता है।

सी.) बिड्स की तैयारी

6. बिड की भाषा

निविदादाता द्वारा तैयार की गई बिड, तथा निविदादाता और क्रेता के बीच बिड से संबंधित आदान-प्रदान किए गए सभी पत्राचार और दस्तावेज अंग्रेजी भाषा में लिखे जाएंगे।

7. बिड से संबंधित दस्तावेज़

7.1 टेक्नो कमर्शियल बिना मूल्य वाली बिड और मूल्य वाली बिड: बिड दो भागों में प्रस्तुत की जानी हैं अर्थात

टेक्नो कमर्शियल बिना मूल्य वाली बिड और मूल्य वाली बिड।

- (a) तकनीकी वाणिज्यिक बिना मूल्य वाली बिंड के साथ निविदा सुरक्षित करने की घोषणा प्रपत्र (ईएमडी) जैसा कि निविदाओं के आमंत्रण में दर्शाया गया है, सीपीपी पोर्टल के माध्यम से प्रस्तुत किया जाएगा। यदि तकनीकी बिंड के साथ ईएमडी के रूप में बिंड सुरक्षित करने की घोषणा प्रपत्र का प्रमाण प्राप्त नहीं होता है, तो ऐसी बिंड पर विचार नहीं किया जाएगा। प्रत्येक निविदा की आवश्यकताओं की अनुसूची में दर्शाए गए सभी वस्तुओं के नमूने (यदि आवश्यक हो) भी एक अलग लिफाफे में तकनीकी वाणिज्यिक बिना मूल्य वाली बिंड के साथ होने चाहिए।
- (b) मूल्य बिड.
- 7.2 तकनीकी वाणिज्यिक बिना मूल्य वाली बिड: निविदादाता द्वारा तैयार की गई तकनीकी वाणिज्यिक बिना मूल्य वाली बिड निम्नलिखित मॉडल प्रतिक्रिया प्रारूप में प्रदान की जाएगी:

मॉडल प्रतिक्रिया प्रारूप

- (a) प्रत्येक निविदादाता, निर्माता/डीलर की स्थिति और सामग्री की आपूर्ति में पिछला अनुभव (प्रमाणपत्र संलग्न किया जाना है), विनिर्माण इकाई/डीलरशिप का प्रमाण तथा बिड-पूर्व आवश्यक मानदंडों की पूर्ति के संबंध में विश्वसनीयता साबित करने के लिए आवश्यक सभी दस्तावेज।
- (b) अन्य सरकारी विभागों, सार्वजनिक क्षेत्र की इकाइयों और केंद्रीय स्वायत्त निकायों की सूची जिनके लिए निविदादाता सामग्री की आपूर्ति कर रहा है या जिनके पास समान प्रकार के अनुबंध हैं और अनुबंध के संतोषजनक निष्पादन के संबंध में प्रमाण पत्र (अनुलग्नक III प्रारूप में)।
- (c) विक्रेता की पिछले वित्तीय वर्ष की लेखापरीक्षित बैलेंस शीट की प्रति, जिसमें संबंधित सामग्री/सेवा की आपूर्ति में टर्नओवर दर्शाया गया हो।
- (d) स्थायी खाता संख्या और नवीनतम आयकर निकासी प्रमाणपत्र का विवरण।
- (e) जीएसटी नंबर का विवरण तथा प्रमाण पत्र की प्रति संलग्न की जानी चाहिए।
- (f) यदि आवश्यक हो तो आवश्यकताओं की अनुसूची में दर्शाई गई सभी वस्तुओं के लिए नमूने प्रस्तुत करना। आपूर्ति की जाने वाली प्रस्तावित वस्तुओं के निर्माण को आवश्यकताओं की अनुसूची के प्रारूप में दर्शाया जाना चाहिए और मूल्य निर्धारण घटकों को दर्शाए बिना तकनीकी वाणिज्यिक मूल्य रहित बिड के साथ प्रस्तुत किया जाना चाहिए।
- (g) आपातकालीन आवश्यकताओं को पूरा करने के लिए दिए गए सभी आदेशों को प्राथमिकता के आधार पर निष्पादित करने की इच्छा। निविदादाता को ध्यान देना चाहिए कि कारीगरी, सामग्री और उपकरणों के लिए मानक, और आवश्यकताओं की अनुसूची में खरीदार द्वारा निर्दिष्ट ब्रांड नामों के संदर्भ केवल वर्णनात्मक होने चाहिए और प्रतिबंधात्मक नहीं होने चाहिए। निविदादाता अपनी बिड में वैकल्पिक मानकों, ब्रांड नामों और/या कैटलॉग नंबरों को प्रतिस्थापित कर सकता है, बशर्ते कि यह खरीदार की संतुष्टि के लिए प्रदर्शित हो कि प्रतिस्थापन तकनीकी विनिर्देशों में निर्दिष्ट लोगों के लिए पर्याप्त समानता सुनिश्चित करते हैं।
- 7.3 मूल्य बिड: मूल्य बिड में तकनीकी वाणिज्यिक बिड के साथ-साथ मूल्य घटक शामिल होगा, जिसमें आवश्यकताओं की अनुसूची (अनुबंध I) में दर्शाई गई प्रत्येक वस्तु के लिए इकाई मूल्य दर्शाया जाएगा।
 - (i) उद्धृत मूल्य प्रति इकाई शुद्ध होना चाहिए जैसा कि अनुसूची में दर्शाया गया है और इसमें निर्दिष्ट स्टोरों पर डिलीवरी के लिए सभी शुल्क शामिल होने चाहिए, अर्थात आईआईटी (बीएचयू) वाराणसी के लिए और इसका स्पष्ट उल्लेख किया जाना चाहिए।
 - (ii) प्रत्येक वस्तु के लिए दर शब्दों और अंकों में अलग-अलग बताई जानी चाहिए। यदि शब्दों और अंकों में बताई गई कीमत में कोई अंतर है तो बताई गई उच्च कीमत को अंतिम माना जाएगा।
 - (iii) उद्धृत मूल्य निश्चित होने चाहिए और उनमें कर/शुल्क, माल ढुलाई और अग्रेषण शुल्क, हैंडलिंग शुल्क, लोडिंग और अनलोडिंग शुल्क और बीमा शुल्क आदि शामिल होने चाहिए। हालांकि, कीमतों को मूल दर, जीएसटी, माल ढुलाई शुल्क, आईआईटी पर लागू अन्य करों/शुल्कों/शुल्कों और उन पर छूट का उल्लेख करके बीओक्यू प्रारूप में स्पष्ट रूप से दर्शाया जाना चाहिए।
 - (iv) संस्थान द्वारा एक बार स्वीकार की गई कीमतें ऑर्डर के सफल निष्पादन तक और आपूर्ति पूरी तरह से प्रभावी और स्वीकृत होने तक या निविदा की स्वीकृति की तारीख से 12 महीने तक जो भी बाद में हो, वैध रहेंगी। संस्थान इस अविध के दौरान दरों में किसी भी वृद्धि को स्वीकार नहीं करेगा। हालाँकि, सरकारी लेवी/शुल्क/करों में कमी या वृद्धि होने की स्थिति में।
 - (v) आदेश के निष्पादन की अवधि के दौरान, दरों को सरकारी लेवी/कर/शुल्क, यदि कोई हो, में उक्त कमी या वृद्धि को अधिसूचित करने की तारीख से उपयुक्त रूप से समायोजित किया जाएगा।

8. बिड मूल्य

- 8.1 बोलीदाता को अनुबंध के तहत आपूर्ति किए जाने वाले माल की इकाई कीमतों को आवश्यकताओं की अनुसूची (बीओक्यू) पर दर्शाना होगा तथा उसे मूल्यांकित बिड के साथ संलग्न करना होगा।
- 8.2 मूल्य अनुसूची पर दर्शाए गए मूल्यों को निम्नलिखित तरीके से अलग से दर्ज किया जाएगा:
 - (i) उद्धृत मूल्य प्रति इकाई शुद्ध होना चाहिए जैसा कि आवश्यकताओं की अनुसूची में दर्शाया गया है और इसमें निर्दिष्ट दुकानों पर डिलीवरी के लिए सभी शुल्क शामिल होने चाहिए।
 - (ii) यदि यह अनुबंध प्रदान किया जाता है तो माल पर देय कोई भी भारतीय शुल्क, जीएसटी और अन्य कर।
- 8.3 निविदादाता द्वारा उद्धृत मूल्य, निविदादाता द्वारा अनुबंध के निष्पादन के दौरान तय किए जाएंगे तथा किसी भी कारण से उनमें परिवर्तन नहीं किया जा सकेगा।

9. बिड मुद्राएँ

कीमतें केवल भारतीय रुपए में उद्धृत की जाएंगी।

- 10. निविदा की वैधता अवधि
- 10.1 270 दिनों तक वैध रहेंगी। इससे कम अवधि के लिए वैध निविदा को क्रेता द्वारा गैर-उत्तरदायी मानकर अस्वीकार कर दिया जाएगा।
- 10.2 असाधारण परिस्थितियों में, क्रेता वैधता की अविध बढ़ाने के लिए निविदादाता की सहमित मांग सकता है। अनुरोध और उस पर प्रतिक्रिया लिखित रूप में की जाएगी। अनुरोध स्वीकार करने वाले निविदादाता को निविदा में संशोधन करने की आवश्यकता नहीं होगी और नहीं उसे ऐसा करने की अनुमित होगी।
- 10.3 निविदा का मूल्यांकन उपरोक्त संशोधनों पर विचार किए बिना बिड मूल्यों पर आधारित होगा।

डी. निविदा प्रस्तुत करना

11. निविदा निर्धारित तिथि से पहले **ऑनलाइन प्रस्तुत की जानी चाहिए**। निर्धारित तिथि और समय के बाद प्राप्त प्रस्तावों पर विचार नहीं किया जाएगा। किसी भी मैनुअल बिड पर विचार नहीं किया जाएगा।

12. निविदा प्रस्तुत करने की अंतिम तिथि

- 12.1 क्रेता को निविदा आमंत्रण में निर्दिष्ट समय और तारीख से पहले ऑनलाइन प्राप्त होनी चाहिए।
- 12.2क्रेता अपने विवेकानुसार, निविदा दस्तावेजों में संशोधन करके निविदाएँ प्रस्तुत करने की इस समय-सीमा को बढ़ा सकता है, ऐसी स्थिति में क्रेता और निविदादाताओं के सभी अधिकार और दायित्व, जो पहले समय-सीमा के अधीन थे, तत्पश्चात विस्तारित समय-सीमा के अधीन हो जाएंगे।

13. विलम्बित/देरी से भरी निविदाएँ

निर्धारित तिथि एवं समय के बाद प्राप्त प्रस्तावों पर विचार नहीं किया जाएगा।

- 14. निविदाओं में संशोधन और वापसी
- 14.1 निविदादाता सीपीपी पोर्टल के प्रावधान के अनुसार ऑनलाइन बिड प्रस्तुत करने के बाद अपनी निविदा को संशोधित या वापस ले सकता है।
- 14.2 निविदाएँ जमा करने की अंतिम तिथि के बाद किसी भी बिड में संशोधन नहीं किया जा सकता। निविदाएँ जमा करने की अंतिम तिथि के बाद आवश्यक निविदा-पूर्व मानदंडों के समर्थन में कोई भी दस्तावेज़ स्वीकार नहीं किए जाएँगे।
- 14.3 बिड प्रस्तुत करने की अंतिम तिथि और बिड प्रपत्र पर निविदादाता द्वारा निर्दिष्ट बिड वैधता की अवधि की समाप्ति के बीच के अंतराल में कोई भी निविदा वापस नहीं ली जा सकेगी।

ई. बिड खोलना और निविदा का मूल्यांकन

15. टेक्नो कमर्शियल अन-प्राइस्ड बिड्स का उद्घाटन

क्रेता सर्वप्रथम सभी तकनीकी वाणिज्यिक बिना मूल्य वाली बिड्स खोलेगा।

16. बिड्स का स्पष्टीकरण

- 16.1 बिड्स के मूल्यांकन के दौरान, क्रेता अपने विवेक से निविदादाता से उसकी बिड के बारे में स्पष्टीकरण मांग सकता है। स्पष्टीकरण के लिए अनुरोध और जवाब लिखित रूप में होगा और बिड की कीमत या सार में कोई बदलाव नहीं मांगा जाएगा, पेश नहीं किया जाएगा या अनुमित नहीं दी जाएगी।
- 16.2 कोई भी निविदादाता बिड खुलने के समय से लेकर अनुबंध दिए जाने तक अपनी बिड से संबंधित किसी भी मामले पर केता से संपर्क नहीं करेगा। यदि निविदादाता संस्थान के ध्यान में अतिरिक्त जानकारी लाना चाहता है, तो उसे लिखित रूप में ऐसा करना चाहिए।
- 16.3 बिड मूल्यांकन, बिड तुलना या अनुबंध पुरस्कार निर्णयों पर क्रेता को प्रभावित करने के लिए निविदादाता द्वारा किए गए किसी भी प्रयास के परिणामस्वरूप निविदादाता की बिड्स को अस्वीकार किया जा सकता है।

17. टेक्नो कमर्शियल अन-प्राइस्ड बिड का मूल्यांकन

- 17.1 विस्तृत तकनीकी मूल्यांकन से पहले, केता प्रत्येक बिड की पर्याप्त प्रतिक्रियाशीलता का निर्धारण करेगा। पर्याप्त प्रतिक्रियाशील बिड वह होती है, जो बिना किसी भौतिक विचलन के बिड दस्तावेजों की सभी शर्तों और नियमों के अनुरूप होती है और सभी आवश्यक बिड-पूर्व मानदंडों को पूरा करती है। यदि कोई निविदादाताओं के लिए निर्देश में निर्धारित आवश्यक बिड-पूर्व मानदंडों को पूरा नहीं करता है, तो उसकी बिड को सरसरी तौर पर खारिज कर दिया जाएगा। निविदा को जमा करने की अंतिम तिथि के बाद आवश्यक बिड-पूर्व मानदंडों के समर्थन में कोई भी दस्तावेज स्वीकार नहीं किया जाएगा।
- 17.2 क्रेता उस बिड को अस्वीकार कर देगा जो पर्याप्त रूप से प्रतिक्रियात्मक नहीं पाई जाएगी।
- 17.3 निविदादाताओं को चर्चा के लिए बुलाया जा सकता है और संगठन की आवश्यकता के अनुरूप अपनी तकनीकी निविदाओं को संशोधित करने की अनुमित दी जा सकती है। विचार यह है कि स्वीकार्यता के एक सीमा स्तर पर पहुंचा जाए जिसके ऊपर सभी निविदादाताओं के साथ समान व्यवहार किया जाएगा। जिनके तकनीकी विनिर्देश स्वीकार्यता के सीमा स्तर तक नहीं पहुंचते हैं उन्हें तकनीकी रूप से अनुपयुक्त मानकर खारिज कर दिया जाएगा। तकनीकी रूप से स्वीकार्य होने वाले निविदादाताओं की मूल्य बिड्स को खोला जाएगा, उनका मूल्यांकन किया जाएगा और सबसे कम मूल्यांकित बिड लगाने वाले को अनुबंध दिया जाएगा।
- 17.4 आवश्यक पूर्व-बिड मानदंडों को पूरा करने और इस निविदा दस्तावेज में निर्धारित तकनीकी मानदंडों को पूरा करने के संबंध में विस्तृत मूल्यांकन के आधार पर क्रेता द्वारा सूचीबद्ध निविदादाताओं को, यदि आवश्यक हो तो, निर्दिष्ट तिथि, समय और स्थान पर, इस उद्देश्य के लिए चयनित टीम के साथ विस्तृत चर्चा के लिए बुलाया जा सकता है।

18. मूल्य बिड्स का खुलना

- 18.1केता केवल उन निविदादाताओं की मूल्यांकित बिड खोलेगा जो आवश्यक बिड-पूर्व मानदंडों को पूरा करते हैं तथा जिनकी तकनीकी-वाणिज्यिक मुल्यांकित निविदा पर्याप्त रूप से प्रतिक्रियाशील पाई गई हैं।
- 18.2 तकनीकी रूप से योग्य निविदादाताओं की मूल्यांकित बिड निविदा समिति द्वारा खोली जाएंगी।

19. मूल्य निविदा का मूल्यांकन और तुलना

- 19.1 अंकगणितीय त्रुटियों को निम्नलिखित आधार पर सुधारा जाएगा: यदि शब्दों और अंकों के बीच कोई विसंगति है, तो दोनों में से जो भी अधिक होगा उसे निविदा मूल्य के रूप में लिया जाएगा। यदि विक्रेता त्रुटियों के सुधार को स्वीकार नहीं करता है, तो उसकी निविदा को अस्वीकार कर दिया जाएगा।
- 19.2 निविदादाताओं को अनुबंध की सामान्य शर्तों के भाग 14 में उल्लिखित भुगतान अनुसूची के लिए अपनी निविदा कीमत बतानी होगी। निविदाओं का मूल्यांकन इस आधार मूल्य के आधार पर किया जाएगा। हालाँकि, निविदादाताओं को वैकल्पिक भुगतान अनुसूची बताने और बिड मूल्य में उस कमी को इंगित करने की अनुमित है जो वे ऐसे वैकल्पिक भुगतान अनुसूची के लिए पेश करना चाहते हैं। क्रेता चयनित निविदादाता द्वारा प्रस्तावित वैकल्पिक भुगतान अनुसूची पर विचार कर सकता है, लेकिन यह क्रेता पर बाध्यकारी नहीं हो सकता है।
- 19.3 क्रेता, अपने विकल्प पर, समानांतर आपूर्तिकर्ता बनाने के लिए न्यूनतम निविदा लगाने वाले की दरों के बराबर दरें देने के लिए कुछ और निविदा देने वालों को कह सकता है।

- 19.4 विभिन्न मुद्राओं में व्यक्त सभी निविदा मूल्यों को एकल मुद्रा में परिवर्तित करने के लिए निविदा मूल्यांकन और तुलना प्रयोजनों के लिए उपयोग की जाने वाली मुद्रा है: भारतीय रुपया
- 19.5 विनिमय दर का स्रोत होगा: भारतीय रिजर्व बैंक/कोई अन्य प्रामाणिक स्रोत।
- 19.6 विनिमय दर की तिथि होगी: निविदा प्रस्तुत करने की अंतिम तिथि।

20. क्रेता को किसी भी निविदा को स्वीकार करने तथा किसी भी निविदा या सभी निविदा को अस्वीकार करने का अधिकार

क्रेता के पास किसी भी निविदा को स्वीकार या अस्वीकार करने, तथा निविदा प्रक्रिया को रद्द करने और अनुबंध प्रदान करने से पहले किसी भी समय सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित है, जिससे प्रभावित निविदादाता या बोलीदाताओं के प्रति कोई दायित्व उत्पन्न नहीं होगा या प्रभावित निविदादाता या निविदादाताओं को क्रेता की कार्रवाई के कारणों के बारे में सूचित करने का कोई दायित्व नहीं होगा।

21. प्रदान करने का मापदंड

- a. आईआईटी (बीएचयू) तकनीकी रूप से योग्य पात्र निविदादाता को अनुबंध प्रदान करेगा जिसकी बोली को सबसे कम मूल्यांकित वाणिज्यिक निविदा के रूप में निर्धारित किया गया है।
- b. यदि एक से अधिक निविदादाता एक ही न्यूनतम कीमत उद्धृत करते हैं, तो आईआईटी (बीएचयू) वाराणसी एक से अधिक निविदादाताओं या किसी भी निविदादाता को अनुबंध देने का अधिकार सुरक्षित रखता है।

22. प्रदान करने की अधिसूचना

वैधता अवधि की समाप्ति से पहले, क्रेता सफल निविदादाता को पत्र या फैक्स द्वारा लिखित रूप में सूचित करेगा, जिसकी पृष्टि स्पीड पोस्ट या हस्तगत पत्र द्वारा लिखित रूप में की जाएगी, कि उसकी निविदा स्वीकार कर ली गई है।

23. आपूर्ति के पुरस्कार को प्रभावित करने वाले कारक

- 23.1 निविदादाता के पास अपनी स्वयं की अनुबंध सहायता सुविधाएं होनी चाहिए। सहायता सुविधाएं पूरी तरह से निविदादाता के स्वामित्व और प्रबंधन में होनी चाहिए।
- 23.2 बोली/निविदा हेतु अनुरोध एवं शर्तों के अनुरूप होना आवश्यक है।
- 23.3 मॉडल प्रतिक्रिया रूपरेखा के प्रति प्रतिक्रिया के आधार पर मूल्यांकन।
- 23.4 निविदादाता की शर्तों एवं नियमों को पूरा करने की क्षमता का मूल्यांकन।
- 23.5 निविदादाताओं ने सरकारी/अर्ध-सरकारी/स्वायत्त संगठनों के लिए समान आदेश निष्पादित किए होंगे, जिसके लिए निविदादाता निविदा दे रहा है।
- 23.6 लागत और दी जाने वाली छूट, यदि कोई हो।

24. फाल क्लाज

- 24.1आपूर्तिकर्ता द्वारा उद्धृत मूल्य, यदि कोई हो, भण्डार के लिए अधिकतम खुदरा मूल्य से अधिक नहीं होना चाहिए तथा यह मूल्य, आपूर्तिकर्ता द्वारा समान प्रकृति, वर्ग या विवरण के भण्डार के लिए किसी अन्य क्रेता से सामान्यतः ली जाने वाली कीमत से अधिक नहीं होना चाहिए।
- 24.2आपूर्तिकर्ता द्वारा अनुबंध के अंतर्गत आपूर्ति की गई वस्तुओं के लिए ली जाने वाली कीमत किसी भी स्थिति में उस न्यूनतम कीमत से अधिक नहीं होगी जिस पर आपूर्तिकर्ता अनुबंध की अविध के दौरान दिए गए सभी आपूर्ति आदेशों का निष्पादन पूरा होने तक की अविध के दौरान किसी अन्य व्यक्ति को समान विवरण की वस्तुओं को बेचता है। यदि अविध के दौरान किसी भी समय आपूर्तिकर्ता ऐसी वस्तुओं की बिक्री कीमत कम कर देता है या ऐसी वस्तुओं को अपने डीलरों सहित किसी अन्य व्यक्ति को अनुबंध के अंतर्गत प्रभार्य कीमत से कम कीमत पर बेचता है, तो वह ऐसी कमी या बिक्री की सूचना तुरंत केता को देगा और ऐसी कमी या बिक्री के लागू होने की तिथि के बाद आपूर्ति की गई वस्तुओं की इन वस्तुओं के लिए अनुबंध के अंतर्गत देय कीमत तदनुसार कम हो जाएगी।

24.3 यदि यह पाया जाता है कि आपूर्तिकर्ता ने उपर्युक्त शर्तों का उल्लंघन किया है, तो उसके विरुद्ध की जा सकने वाली किसी भी अन्य कार्रवाई पर प्रतिकूल प्रभाव डाले बिना, क्रेता के लिए यह वैध होगा कि वह (क) किसी भी स्तर पर मूल्य को संशोधित करे ताकि उसे उप-खण्ड (i) के अनुरूप लाया जा सके, या (ख) अनुबंध को समाप्त कर दे और आपूर्तिकर्ता के जोखिम और लागत पर भंडार की वस्तुओं को खरीद ले और उस स्थिति में अनुबंध की सामान्य शर्तों के खण्ड 28 के प्रावधान, जहां तक संभव हो, लागू होंगे या नुकसान की भरपाई की जाएगी।

अनुभाग 3: अनुबंधों की सामान्य शर्तें

1. परिभाषाएं

इस अनुबंध में, निम्नलिखित शर्तों की व्याख्या इस प्रकार की जाएगी:

- (a) "आदेश" का तात्पर्य क्रेता और आपूर्तिकर्ता के बीच हुए समझौते से है, जिसमें सभी संलग्नक और परिशिष्ट तथा पुरस्कार की अधिसूचना के अनुसार सम्मिलित सभी दस्तावेज शामिल हैं।
- (b) "अनुबंध मूल्य" का तात्पर्य अनुबंध के अंतर्गत आपूर्तिकर्ता को उसके संविदात्मक दायित्वों के पूर्ण एवं उचित निष्पादन के लिए देय मूल्य से है।
- (c) "माल" से तात्पर्य उन सभी वस्तुओं से है, जिन्हें आपूर्तिकर्ता को अनुबंध के तहत क्रेता को आपूर्ति करना आवश्यक है।
- (d) "सेवाओं" का तात्पर्य माल की आपूर्ति से संबंधित सहायक सेवाओं से है, जैसे परिवहन और बीमा, तथा अनुबंध के अंतर्गत आने वाली अन्य आकस्मिक सेवाएं, प्रशिक्षण और आपूर्तिकर्ता के अन्य दायित्व।
- (e) "जीसीसी" का तात्पर्य इस खंड में निहित अनुबंध की सामान्य शर्तों से है।
- (f) "क्रेता" का तात्पर्य माल खरीदने वाले संगठन अर्थात आईआईटी (बीएचयू) वाराणसी से है।
- (g) "क्रेता का देश" भारत है।
- (h) "आपूर्तिकर्ता" का तात्पर्य इस अनुबंध के तहत वस्तुओं और सेवाओं की आपूर्ति करने वाले व्यक्ति या फर्म से है।
- (i) "दिन" का अर्थ है कैलेंडर दिवस।

2. आवेदन

ये सामान्य शर्तें उस सीमा तक लागू होंगी जब तक कि वे अनुबंध के अन्य भागों के प्रावधानों द्वारा प्रतिस्थापित न हो जाएं।

3. मानकों

इस अनुबंध के अंतर्गत आपूर्ति किए गए माल तकनीकी विनिर्देशों में उल्लिखित मानकों के अनुरूप होंगे, तथा जहां कोई लागू मानक उल्लिखित न हो, वहां माल के मूल देश के लिए उपयुक्त आधिकारिक मानक के अनुरूप होंगे तथा ऐसे मानक संबंधित संस्थान द्वारा जारी नवीनतम मानक होंगे।

4. अनुबंध दस्तावेज़ों और सूचना का उपयोग

- 4.1 आपूर्तिकर्ता, क्रेता की पूर्व लिखित सहमित के बिना, अनुबंध, या उसके किसी प्रावधान, या क्रेता द्वारा या उसके संबंध में उसकी ओर से प्रस्तुत किसी विनिर्देश, योजना, ड्राइंग, पैटर्न, नमूने या जानकारी को अनुबंध के निष्पादन में आपूर्तिकर्ता द्वारा नियोजित व्यक्ति के अलावा किसी अन्य व्यक्ति को प्रकट नहीं करेगा। ऐसे किसी भी नियोजित व्यक्ति को प्रकटीकरण गोपनीय रूप से किया जाएगा और केवल उस सीमा तक ही विस्तारित होगा जहाँ तक ऐसे निष्पादन के प्रयोजनों के लिए आवश्यक हो सकता है।
- 4.2 आपूर्तिकर्ता, क्रेता की पूर्व लिखित सहमित के बिना, अनुबंध के निष्पादन के प्रयोजनों के अलावा किसी भी दस्तावेज या सूचना का उपयोग नहीं करेगा।
- 4.3 अनुबंध के अलावा कोई भी दस्तावेज क्रेता की संपत्ति रहेगा और यदि क्रेता द्वारा ऐसा अपेक्षित हो तो अनुबंध के अंतर्गत आपूर्तिकर्ता के कार्य निष्पादन के पूरा होने पर उसे (सभी प्रतियों में) क्रेता को वापस कर दिया जाएगा

5. पेटेंट अधिकार

आपूर्तिकर्ता भारत में माल या उसके किसी भाग के उपयोग से उत्पन्न पेटेंट, ट्रेडमार्क या औद्योगिक डिजाइन अधिकारों के उल्लंघन के सभी तृतीय-पक्ष दावों के विरुद्ध क्रेता को क्षतिपूर्ति करेगा।

6. निविदा प्रस्तुत करना

- 6.1 सभी तरह से पूर्ण निविदा क्रिटिकल डेटा शीट पर उल्लिखित निविदा समापन तिथि और समय पर या उससे पहले ऑनलाइन प्रस्तुत की जानी चाहिए। अर्नेस्ट राशि आदि के रूप में निविदा सुरक्षित घोषणा पत्र के बिना प्राप्त निविदाएँ अस्वीकार कर दी जाएँगी।
- 6.2 इस आपूर्ति के लिए निविदा दस्तावेज आईआईटी (बीएचयू) वाराणसी की वेबसाइट (<u>www.iitbhu.ac.in/iitnotifications/purchase_enquiries/</u>) या केंद्रीय सार्वजनिक खरीद पोर्टल (सीपीपीपी) https://eprocure.gov.in/eprocure/app पर उपलब्ध है।
- 6.3 इच्छुक बोलीदाता केंद्रीय सार्वजनिक बिक्री पोर्टल (सीपीपीपी) https://eprocure.gov.in/eprocure/app के माध्यम से अपनी निविदा प्रस्तुत कर सकते हैं।

7. निरीक्षण और परीक्षण

- 7.1 क्रेता या उसके प्रतिनिधि को बिना किसी अतिरिक्त लागत के अनुबंध विनिर्देशों के अनुरूपता की पृष्टि करने के लिए माल का निरीक्षण और/या परीक्षण करने का अधिकार होगा।
- 7.2 निरीक्षण और परीक्षण आपूर्तिकर्ता या उसके उपठेकेदार(ओं) के परिसर में, डिलीवरी के स्थान पर और/या माल के गंतव्य पर किए जा सकते हैं। यदि आपूर्तिकर्ता या उसके उपठेकेदार(ओं) के परिसर में किया जाता है, तो निरीक्षकों को सभी उचित सुविधाएँ और सहायता, जिसमें ड्राइंग्स और उत्पादन डेटा तक पहुँच शामिल है, खरीदार को बिना किसी शुल्क के प्रदान की जाएगी।
- 7.3 यदि कोई निरीक्षण या परीक्षण किया गया माल विनिर्देशों के अनुरूप नहीं पाया जाता है, तो क्रेता उस माल को अस्वीकार कर सकता है और आपूर्तिकर्ता अस्वीकृत माल को या तो प्रतिस्थापित करेगा या विनिर्देश आवश्यकताओं को पूरा करने के लिए आवश्यक परिवर्तन क्रेता के लिए निःशुल्क करेगा।
- 7.4 परियोजना स्थल पर माल के पहुंचने के बाद माल का निरीक्षण, परीक्षण और, जहां आवश्यक हो, अस्वीकार करने का क्रेता का अधिकार किसी भी तरह से सीमित या माफ नहीं किया जाएगा, क्योंकि माल का निरीक्षण, परीक्षण और पासिंग माल शिपमेंट से पहले क्रेता या उसके प्रतिनिधि द्वारा किया जा चुका है।
- 7.5 जी.सी.सी. धारा 7 में उल्लिखित कोई भी बात आपूर्तिकर्ता को इस अनुबंध के अंतर्गत किसी भी वारंटी या अन्य दायित्वों से मुक्त नहीं करेगी।

8. अस्वीकृति के परिणाम

यदि गंतव्य स्थान पर क्रेता द्वारा सामान को अस्वीकार कर दिया जाता है और आपूर्तिकर्ता डिलीवरी की निर्धारित अवधि के भीतर संतोषजनक आपूर्ति करने में विफल रहता है, तो क्रेता को निम्नलिखित करने की स्वतंत्रता होगी:

- (a) आपूर्तिकर्ता को क्रेता को कोई अतिरिक्त लागत दिए बिना, अस्वीकृत वस्तुओं के स्थान पर निर्दिष्ट समय के भीतर पुनः वस्तुएं प्रस्तुत करने की अनुमति दी जाएगी।
- (b) सामग्री को अस्वीकार करना अंतिम होगा तथा ठेकेदार के लिए बाध्यकारी होगा।
- (c) खुले बाजार/सरकारी दुकानों से तुलनीय गुणवत्ता की अस्वीकृत सामग्री खरीदें और आपूर्तिकर्ता को आर.सी. मूल्यों पर अंतर का भुगतान करना होगा या आपूर्तिकर्ता के बकाया बिलों, यदि कोई हो, से राशि समायोजित करवानी होगी।

9. पैकिंग

- 9.1 आपूर्तिकर्ता माल की ऐसी पैकिंग प्रदान करेगा जो अनुबंध में बताए अनुसार उनके अंतिम गंतव्य तक ट्रांजिट के दौरान उनके नुकसान या गिरावट को रोकने के लिए आवश्यक है। पैकिंग पारगमन के दौरान बिना किसी सीमा के, रफ हैंडलिंग और ट्रांजिट और खुले भंडारण के दौरान अत्यधिक तापमान, साल्ट और वर्षा के संपर्क में आने के लिए पर्याप्त होगी। पैकिंग केस का आकार और वजन, जहाँ उपयुक्त हो, माल के अंतिम गंतव्य की दूरी और ट्रांजिट के सभी बिंदुओं पर भारी हैंडलिंग सुविधाओं की अनुपस्थिति को ध्यान में रखेगा।
- 9.2 पैकेजों के अंदर और बाहर पैकिंग, अंकन और दस्तावेज़ीकरण उन विशेष आवश्यकताओं का सख्ती से पालन करेगा, जो अनुबंध में प्रदान की जाएंगी, जिसमें क्रेता द्वारा आदेशित किसी भी बाद के निर्देशों में अतिरिक्त आवश्यकताएं भी शामिल हैं।

10. वितरण और दस्तावेज़

- 10.1 आपूर्तिकर्ता को पुरस्कार की अधिसूचना के अनुसरण में खरीद आदेश देने से 280 दिनों के भीतर माल की डिलीवरी करनी होगी। तिमाही आधार पर आवश्यकताओं का आकलन करने के बाद खरीद आदेश दिया जाएगा। हालाँकि, आपूर्तिकर्ता को सभी आदेशों को प्राथमिकता के आधार पर निष्पादित करने की भी व्यवस्था करनी होगी, जो किसी भी आकस्मिक आवश्यकताओं को पूरा करने के लिए दिए जाएँगे।
- 10.2 यदि क्रेता समानांतर दर अनुबंध करने का निर्णय लेता है, तो क्रेता के विवेक के अनुसार आवश्यकताओं को न्यायसंगत आधार पर विभिन्न फर्मों में विभाजित किया जाएगा।

10.3 स्टोर की डिलीवरी संस्थान के परिसर में सभी डिलीवरी शुल्कों से मुक्त और निर्धारित समय के भीतर की जाएगी और जैसा कि पृष्टि किए गए आदेश में स्पष्ट किया जा सकता है, डिलीवरी चालान के साथ। स्टोर की डिलीवरी के लिए समय में कोई विस्तार सामान्य रूप से नहीं दिया जाएगा।

आपूर्तिकर्ता निम्नलिखित दस्तावेज़ क्रेता को भेजेगा तथा उसकी एक प्रति बीमा कंपनी को भी भेजेगा:

- 1. आपूर्तिकर्ता चालान की 3 प्रतियां जिसमें अनुबंध संख्या, माल का विवरण, मात्रा, इकाई मूल्य, कुल राशि आदि दर्शाई गई हो।
- 2. स्थापना प्रमाणपत्र.
- 3. यदि लागू हो तो बीमा प्रमाणपत्र।
- 4. निर्माता/आपूर्तिकर्ता का वारंटी प्रमाणपत्र।
- 5. नामित निरीक्षण एजेंसी द्वारा जारी निरीक्षण प्रमाणपत्र, यदि कोई हो।
- 6. आपूर्तिकर्ता की फैक्टरी निरीक्षण रिपोर्ट.
- 7. मूल प्रमाण पत्र (यदि संभव हो तो लाभार्थी द्वारा)।

उपरोक्त दस्तावेज क्रेता को माल के आगमन से पहले प्राप्त हो जाने चाहिए (सिवाय इसके कि जहां माल सभी दस्तावेजों के साथ सीधे प्राप्तकर्ता को वितरित कर दिया गया हो) और, यदि प्राप्त नहीं होते हैं, तो आपूर्तिकर्ता किसी भी परिणामी व्यय के लिए जिम्मेदार होगा।

डिलीवरी का समय और तारीख - अनुबंध का सार: निर्धारित किए गए सामान की डिलीवरी का समय और तारीख अनुबंध का सार मानी जाएगी और डिलीवरी निर्दिष्ट तारीख से पहले पूरी होनी चाहिए।

11. बीमा

अनुबंध के तहत आपूर्ति की गई वस्तुओं का विनिर्माण या अधिग्रहण, परिवहन, भंडारण और वितरण के दौरान होने वाली हानि या क्षित के विरुद्ध भारतीय रुपए में पूर्ण बीमा किया जाएगा। आपूर्तिकर्ताओं द्वारा युद्ध जोखिमों और हड़तालों सहित "सभी जोखिमों" के आधार पर "वेयरहाउस टू वेयरहाउस" (अंतिम गंतव्य) तक माल के मूल्य के 110% के बराबर राशि में बीमा प्राप्त किया जाएगा।

12. परिवहन

जहां आपूर्तिकर्ता को अनुबंध के तहत भारत के भीतर परियोजना स्थल के रूप में परिभाषित माल का परिवहन करना आवश्यक है, भारत में गंतव्य के ऐसे स्थान तक परिवहन, जिसमें बीमा भी शामिल है, जैसा कि अनुबंध में निर्दिष्ट किया जाएगा, आपूर्तिकर्ता द्वारा व्यवस्थित किया जाएगा, और संबंधित लागत अनुबंध मूल्य में शामिल की जाएगी।

13. वारंटी

- 13.1 आपूर्तिकर्ता वारंटी देता है कि इस अनुबंध के तहत आपूर्ति की गई वस्तुएँ नई, अप्रयुक्त, सबसे हाल ही के या वर्तमान मॉडल की हैं और उनमें डिज़ाइन और सामग्रियों में सभी हाल ही के सुधार शामिल हैं, जब तक कि अनुबंध में अन्यथा प्रावधान न किया गया हो। आपूर्तिकर्ता आगे वारंटी देता है कि इस अनुबंध के तहत आपूर्ति की गई सभी वस्तुओं में डिज़ाइन, सामग्री या कारीगरी या आपूर्तिकर्ता के किसी भी कार्य या चूक से उत्पन्न होने वाला कोई दोष नहीं होगा जो भारत में प्रचलित परिस्थितियों में आपूर्ति की गई वस्तुओं के सामान्य उपयोग के तहत विकसित हो सकता है।
- 13.2 यह वारंटी, माल या उसके किसी भाग, जैसा भी मामला हो, के अनुबंध में दर्शाए गए अंतिम गंतव्य पर वितरित किए जाने और स्वीकार किए जाने के पश्चात कम से कम 12 महीने (या जैसा निर्दिष्ट हो) के लिए वैध रहेगी, जब तक कि अन्यथा निर्दिष्ट न किया गया हो।
- 13.3 क्रेता को इस वारंटी के अंतर्गत उत्पन्न होने वाले किसी भी दावे के बारे में आपूर्तिकर्ता को लिखित रूप में तुरन्त सूचित करना होगा।
- 13.4 ऐसी सूचना प्राप्त होने पर, आपूर्तिकर्ता, क्रेता को कोई अतिरिक्त लागत दिए बिना, उचित गति से दोषपूर्ण माल या उसके भागों की मरम्मत करेगा या उन्हें प्रतिस्थापित करेगा।

13.5 यदि आपूर्तिकर्ता, अधिसूचित होने के बाद भी, उचित अवधि के भीतर दोष(ओं) को दूर करने में विफल रहता है, तो केता, आपूर्तिकर्ता के जोखिम और व्यय पर तथा अनुबंध के तहत आपूर्तिकर्ता के विरुद्ध केता के अन्य अधिकारों पर प्रतिकृल प्रभाव डाले बिना, आवश्यक सुधारात्मक कार्रवाई कर सकता है।

14. भुगतान

- 14.1 भुगतान आपूर्ति, स्थापना और कमीशर्निंग तथा 3% की दर से संतोषजनक पीबीजी प्रस्तुत करने पर 100% किया जाएगा।
- 14.2 भुगतान के लिए आपूर्तिकर्ता का अनुरोध क्रेता को लिखित रूप में किया जाएगा, जिसके साथ एक चालान भी होगा जिसमें, यथा उपयुक्त, वितरित माल और प्रदान की गई सेवाओं का विवरण होगा, तथा जी.सी.सी. धारा 10 के अनुसार प्रस्तुत किए गए दस्तावेजों के माध्यम से, तथा अनुबंध में निर्धारित अन्य दायित्वों की पूर्ति के बाद किया जाएगा।

15. कीमतें

अनुबंध के तहत वितरित माल और प्रदान की गई सेवाओं के लिए आपूर्तिकर्ता द्वारा लगाए गए मूल्य आपूर्तिकर्ता द्वारा अपनी बोली में उद्धृत मूल्यों से भिन्न नहीं होंगे। निविदादाता को भारत सरकार के मानदंडों के अनुसार लागू करों/शुल्क और उन पर छूट, यदि कोई हो, का उल्लेख करना होगा। संस्थान भारत सरकार के लागू मानदंडों के अनुसार निविदादाता द्वारा अपेक्षित प्रमाण पत्र, यदि कोई हो, प्रदान करेगा।

16. ऑर्डर बदलें

- 16.1 क्रेता किसी भी समय, आपूर्तिकर्ता को दिए गए लिखित आदेश द्वारा, अनुबंध के सामान्य दायरे में निम्नलिखित में से किसी एक या अधिक में परिवर्तन कर सकता है:
 - (a) चित्र, डिजाइन या विनिर्देश, जहां अनुबंध के तहत प्रदान किए जाने वाले सामान को विशेष रूप से क्रेता के लिए निर्मित किया जाना है;
 - (b) शिपिंग या पैकिंग की विधि;
 - (c) डिलीवरी का स्थान; और/या
 - (d) आपूर्तिकर्ता द्वारा प्रदान की जाने वाली सेवाएँ।
- 16.2 यदि ऐसा कोई परिवर्तन आपूर्तिकर्ता द्वारा अनुबंध के तहत किसी प्रावधान के निष्पादन की लागत या उसके लिए आवश्यक समय में वृद्धि या कमी का कारण बनता है, तो अनुबंध मूल्य या डिलीवरी शेड्यूल या दोनों में एक न्यायसंगत समायोजन किया जाएगा और अनुबंध को तदनुसार संशोधित किया जाएगा। इस खंड के तहत समायोजन के लिए आपूर्तिकर्ता द्वारा कोई भी दावा खरीदार के परिवर्तन आदेश की आपूर्तिकर्ता की प्राप्ति की तारीख से तीस (30) दिनों के भीतर दावा किया जाना चाहिए।

17. अनुबंध संशोधन

जी.सी.सी. धारा 16 के अधीन, अनुबंध की शर्तों में कोई परिवर्तन या संशोधन पक्षों द्वारा हस्ताक्षरित लिखित संशोधन के अलावा नहीं किया जाएगा।

18. असाइनमेंट

आपूर्तिकर्ता, क्रेता की पूर्व लिखित सहमित के बिना, अनुबंध के अंतर्गत निष्पादन हेतु अपने दायित्वों को पूर्णतः या आंशिक रूप से किसी को नहीं सौंपेगा।

19. उप-अनुबंध

आपूर्तिकर्ता को इस अनुबंध के अंतर्गत दिए गए सभी उप-अनुबंधों के बारे में क्रेता को लिखित रूप में सूचित करना होगा, यदि निविदा में पहले से ही निर्दिष्ट नहीं किया गया है। ऐसी अधिसूचना, मूल बोली में या बाद में, आपूर्तिकर्ता को अनुबंध के तहत किसी भी दायित्व या दायित्व से मुक्त नहीं करेगी।

20. आपूर्तिकर्ता के प्रदर्शन में देरी

20.1 माल की डिलीवरी और सेवाओं का प्रदर्शन आपूर्तिकर्ता द्वारा जी.सी.सी. खंड 10 के अनुसार क्रेता द्वारा निर्दिष्ट समय-सारिणी के अनुसार किया जाएगा।

- 20.2 यदि अनुबंध के निष्पादन के दौरान किसी भी समय आपूर्तिकर्ता या उसके उप-ठेकेदार(ओं) को माल की समय पर डिलीवरी और सेवाओं के निष्पादन में बाधा उत्पन्न करने वाली स्थितियों का सामना करना पड़ता है, तो आपूर्तिकर्ता को देरी के तथ्य, इसकी संभावित अविध और इसके कारणों के बारे में खरीदार को लिखित रूप में तुरंत सूचित करना चाहिए। आपूर्तिकर्ता की सूचना प्राप्त होने के बाद जितनी जल्दी संभव हो सके, खरीदार स्थिति का मूल्यांकन करेगा और अपने विवेक पर, परिसमाप्त क्षति के साथ या उसके बिना प्रदर्शन के लिए आपूर्तिकर्ता के समय को बढ़ा सकता है, जिस स्थिति में अनुबंध के संशोधन द्वारा पार्टियों द्वारा विस्तार की पृष्टि की जाएगी।
- **20.3** जी.सी.सी. धारा 23 के अंतर्गत दिए गए प्रावधान को छोड़कर, आपूर्तिकर्ता द्वारा अपने वितरण दायित्वों के निष्पादन में देरी करने पर आपूर्तिकर्ता जी.सी.सी. धारा 21 के अनुसार जुर्माना लगाए जाने के लिए उत्तरदायी होगा, जब तक कि जी.सी.सी. धारा 20.2 के अनुसार निर्धारित क्षतिपूर्ति के बिना समय विस्तार पर सहमति नहीं हो जाती।

21. दंड

जीसीसी क्लॉज 23 के अधीन, यदि आपूर्तिकर्ता अनुबंध में निर्दिष्ट अविध के भीतर किसी या सभी वस्तुओं की डिलीवरी करने या सेवाएं प्रदान करने में विफल रहता है, तो क्रेता, अनुबंध के तहत अपने अन्य उपायों पर प्रतिकूल प्रभाव डाले बिना, अनुबंध मूल्य से दंड के रूप में, प्रति सप्ताह 1% के बराबर राशि काट लेगा और अधिकतम कटौती वास्तविक डिलीवरी या प्रदर्शन तक प्रत्येक सप्ताह या उसके भाग के लिए विलंबित वस्तुओं या अप्रदत्त सेवाओं की वितरित कीमत के अनुबंध मूल्य का 10% है। एक बार अधिकतम सीमा तक पहुंचने के बाद, क्रेता जीसीसी क्लॉज 22 के अनुसार अनुबंध को समाप्त करने पर विचार कर सकता है।

22. डिफाल्ट के लिए समाप्ति

- 22.1 क्रेता, अनुबंध के उल्लंघन के लिए किसी अन्य उपाय पर प्रतिकूल प्रभाव डाले बिना, आपूर्तिकर्ता को लिखित रूप में डिफाल्ट की सूचना भेजकर, अनुबंध को पूर्णतः या आंशिक रूप से समाप्त कर सकता है:
 - (a) यदि आपूर्तिकर्ता क्रय आदेश में निर्दिष्ट अवधि के भीतर या जीसीसी खंड 20 के अनुसार क्रेता द्वारा दी गई किसी भी विस्तार के भीतर किसी भी या सभी वस्तुओं को वितरित करने में विफल रहता है;
 - (b) यदि आपूर्तिकर्ता अनुबंध के तहत किसी अन्य दायित्व को पूरा करने में विफल रहता है;
 - (c) यदि क्रेता के विचार में आपूर्तिकर्ता ने अनुबंध के लिए प्रतिस्पर्धा करने या उसे निष्पादित करने में भ्रष्ट या धोखाधड़ीपूर्ण कार्य किया है।

'इस भाग के प्रयोजनार्थ:

- "भ्रष्ट आचरण" का अर्थ है खरीद प्रक्रिया या अनुबंध निष्पादन में किसी सार्वजनिक अधिकारी की कार्रवाई को प्रभावित करने के लिए किसी भी मूल्यवान वस्तु की पेशकश, देना, प्राप्त करना या मांगना।
- "धोखाधड़ीपूर्ण व्यवहार: उधारकर्ता के नुकसान के लिए खरीद प्रक्रिया या अनुबंध के निष्पादन को प्रभावित करने के लिए तथ्यों का गलत प्रस्तुतीकरण, और इसमें बोलीदाताओं के बीच मिलीभगत वाला व्यवहार शामिल है (बोली प्रस्तुत करने से पहले या बाद में) जो कृत्रिम रूप से गैर-प्रतिस्पर्धी स्तरों पर बोली मूल्य स्थापित करने और उधारकर्ता को मुक्त और खुली प्रतिस्पर्धा के लाभों से वंचित करने के लिए डिज़ाइन किया गया है;"
- 22.2 यदि क्रेता अनुबंध को पूर्णतः या आंशिक रूप से समाप्त करता है, तो जी.सी.सी. खंड 22.1 के अनुसार, क्रेता ऐसी शर्तों और ऐसे तरीके से, जैसा वह उचित समझे, ऐसी वस्तुओं या सेवाओं को खरीद सकता है जो वितरित न की गई हों, और आपूर्तिकर्ता ऐसी समान वस्तुओं या सेवाओं के लिए किसी भी अतिरिक्त लागत के लिए क्रेता के प्रति उत्तरदायी होगा। हालाँकि, आपूर्तिकर्ता अनुबंध के निष्पादन को तब तक जारी रखेगा जब तक कि अनुबंध समाप्त न हो जाए।

23. अप्रत्याशित घटना

- 23.1 जी.सी.सी. खंड 20 और 21 के प्रावधानों के बावजूद, आपूर्तिकर्ता, चूक के लिए परिसमाप्त क्षतिपूर्ति या समाप्ति के लिए उत्तरदायी नहीं होगा, यदि और उस सीमा तक, निष्पादन में उसका विलंब या अनुबंध के तहत अपने दायित्वों को पूरा करने में अन्य विफलता, अप्रत्याशित घटना का परिणाम है।
- 23.2 इस भाग के प्रयोजनों के लिए, "अप्रत्याशित घटना" का अर्थ आपूर्तिकर्ता के नियंत्रण से परे की घटना है और इसमें आपूर्तिकर्ता की गलती या लापरवाही शामिल नहीं है और इसका पूर्वानुमान नहीं लगाया जा सकता है। ऐसी घटनाओं में क्रेता द्वारा अपनी संप्रभु या संविदात्मक क्षमता में किए गए कार्य, युद्ध या क्रांति, आग, बाढ़, महामारी, क्वारेंटाइन प्रतिबंध और माल ढुलाई प्रतिबंध शामिल हो सकते हैं, लेकिन इन तक सीमित नहीं हैं।

23.3 यदि कोई अप्रत्याशित घटना की स्थिति उत्पन्न होती है, तो आपूर्तिकर्ता खरीदार को ऐसी स्थितियों और उसके कारणों के बारे में लिखित रूप में तुरंत सूचित करेगा। जब तक खरीदार द्वारा लिखित रूप में अन्यथा निर्देशित न किया जाए, आपूर्तिकर्ता अनुबंध के तहत अपने दायित्वों का पालन करना जारी रखेगा, जहाँ तक उचित रूप से व्यावहारिक हो, और अप्रत्याशित घटना द्वारा बाधित न किए गए प्रदर्शन के लिए सभी उचित वैकल्पिक साधनों की तलाश करेगा।

24. दिवालियापन के कारण समाप्ति

यदि आपूर्तिकर्ता दिवालिया हो जाता है या अन्यथा दिवालिया हो जाता है, तो क्रेता किसी भी समय आपूर्तिकर्ता को लिखित नोटिस देकर अनुबंध को समाप्त कर सकता है। इस स्थिति में, आपूर्तिकर्ता को कोई मुआवजा दिए बिना समाप्ति की जाएगी, बशर्ते कि ऐसी समाप्ति से क्रेता को प्राप्त किसी भी कार्रवाई या उपचार के अधिकार पर प्रतिकूल प्रभाव न पड़े या वह प्रभावित न हो।

25. सुविधा के लिए समाप्ति

- 25.1 क्रेता, आपूर्तिकर्ता को लिखित नोटिस भेजकर, अपनी सुविधानुसार किसी भी समय अनुबंध को पूर्णतः या आंशिक रूप से समाप्त कर सकता है। समाप्ति के नोटिस में यह निर्दिष्ट किया जाएगा कि समाप्ति क्रेता की सुविधा के लिए है, अनुबंध के तहत आपूर्तिकर्ता का प्रदर्शन किस सीमा तक समाप्त किया गया है, और वह तिथि जिस पर ऐसी समाप्ति प्रभावी होगी।
- 25.2 आपूर्तिकर्ता द्वारा समाप्ति की सूचना प्राप्त होने के 30 दिनों के भीतर पूर्ण और शिपमेंट के लिए तैयार माल को क्रेता द्वारा अनुबंध की शर्तों और कीमतों पर स्वीकार किया जाएगा।

26. विवादों का समाधान

- 26.1 क्रेता और आपूर्तिकर्ता अनुबंध के अंतर्गत या उससे संबंधित उनके बीच उत्पन्न किसी असहमति या विवाद को प्रत्यक्ष अनौपचारिक बातचीत द्वारा सौहार्दपूर्ण ढंग से हल करने का हर संभव प्रयास करेंगे।
- 26.2 यदि, ऐसी अनौपचारिक बातचीत के शुरू होने के तीस (30) दिनों के बाद, क्रेता और आपूर्तिकर्ता किसी अनुबंध विवाद को सौहार्दपूर्ण ढंग से हल करने में असमर्थ रहे हैं, तो कोई भी पक्ष यह मांग कर सकता है कि विवाद को नीचे निर्दिष्ट औपचारिक तंत्रों के समक्ष समाधान के लिए भेजा जाए। इन तंत्रों में तीसरे पक्ष द्वारा मध्यस्थता से समझौता, किसी सहमत राष्ट्रीय या अंतर्राष्ट्रीय मंच पर निर्णय और राष्ट्रीय या अंतर्राष्ट्रीय मध्यस्थता शामिल हो सकती है, लेकिन यह इन्हीं तक सीमित नहीं है।
- 26.3 इस समझौते से उत्पन्न या इससे जुड़े किसी मामले से संबंधित क्रेता और आपूर्तिकर्ता के बीच विवाद या मतभेद की स्थिति में, ऐसे विवाद या मतभेद का निपटारा समय-समय पर संशोधित मध्यस्थता और सुलह अधिनियम, 1996 के अनुसार किया जाएगा।

27. शासकीय भाषा

अनुबंध अंग्रेजी भाषा में लिखा जाएगा। जीसीसी भाग 28 के अधीन, अनुबंध का अंग्रेजी भाषा संस्करण इसकी व्याख्या को नियंत्रित करेगा। अनुबंध से संबंधित सभी पत्राचार और अन्य दस्तावेज जो पक्षों द्वारा आदान-प्रदान किए जाते हैं, उन्हें उसी भाषा में लिखा जाएगा।

28. लागू कानून

- 28.1 अनुबंध वर्तमान में लागू अनुबंध कानून द्वारा शासित होगा।
- 28.2 अनुबंध के अंतर्गत डिलीवरी का स्थान, निष्पादन का स्थान या भुगतान का स्थान चाहे जो भी हो, अनुबंध उस स्थान पर किया गया माना जाएगा जहां से निविदा की स्वीकृति जारी की गई है।
- 28.3 न्यायालयों का क्षेत्राधिकार: जिस स्थान से निविदा की स्वीकृति जारी की गई है, वहां के न्यायालयों को ही इस अनुबंध से संबंधित या उससे उत्पन्न किसी भी विवाद पर निर्णय देने का क्षेत्राधिकार होगा।
- 28.4 किसी भी पक्ष द्वारा अनुबंध की अवधि के दौरान भाग के उल्लंघन या अन्यथा के लिए अनुबंध को समाप्त करने के लिए एक महीने का नोटिस दिया जाएगा।

29. कर और शुल्क

आपूर्तिकर्ता क्रेता को अनुबंधित माल की डिलीवरी तक लगने वाले सभी करों, शुल्कों, लाइसेंस फीस, सड़क परिमट आदि के लिए पूर्ण रूप से जिम्मेदार होंगे।

30. परफॉरर्मेंस सेक्यूरिटी

सफल निविदादाता को ऑर्डर मूल्य का 03% परफॉरर्मेंस सेक्यूरिटी के रूप में कुलसचिव, भारतीय प्रौद्योगिकी संस्थान (का.हि.वि.) वाराणसी के पक्ष में सावधि जमा रसीद / बैंक गारंटी के रूप में प्रस्तुत करना होगा, जो सभी वारंटी अवधि / दायित्वों के अंत से 60 दिनों की अवधि के लिए वैध हो (यानी, कम से कम 14 महीने के लिए वैध होना चाहिए)। सावधि जमा रसीद / बैंक गारंटी भारत में किसी अनुसूचित बैंक से जारी की जानी चाहिए।

31. आपूर्तिकर्ता अखंडता

आपूर्तिकर्ता अनुबंध के अनुसार सभी अनुबंधित गतिविधियों का संचालन करने के लिए जिम्मेदार और बाध्य है, जिसमें अत्याधुनिक तरीकों और आर्थिक सिद्धांतों का उपयोग किया जाएगा तथा अनुबंध में निर्दिष्ट प्रदर्शन को प्राप्त करने के लिए सभी उपलब्ध साधनों का उपयोग किया जाएगा।

संस्थान निम्नलिखित अधिकार सुरक्षित रखता है:

- 1. आवश्यकता और भारत सरकार के मानदंडों के अनुसार वस्तुओं की मात्रा में वृद्धि या कमी की जा सकती है, तथापि, यह उस श्रेणी की अधिकतम सीमा के भीतर ही होनी चाहिए जिसमें मूल ऑर्डर दिया गया था, अर्थात यदि यह 2.5 लाख की श्रेणी के भीतर है तो 2.5 लाख की सीमा से अधिक नहीं होनी चाहिए।
- 2. विभिन्न शाखाओं/संस्थाओं में आपूर्ति के निष्पादन के साथ-साथ व्यापार कर पंजीकरण (जीएसटी), आयकर और व्यापार कर निकासी प्रमाण-पत्रों के संबंध में दस्तावेजी साक्ष्य प्रस्तुत न करने की स्थिति में दरसूची (कोटेशन) को अस्वीकार कर दिया जाएगा।
- 3. निर्मित और विपणन किए जा रहे उत्पादों के बारे में संबंधित सरकारी संगठन/संस्थाओं का परीक्षण रिपोर्ट/प्रदर्शन रिपोर्ट के संबंध में प्रामाणिक दस्तावेजी साक्ष्य प्रस्तुत न करने की स्थिति में कोटेशन को अस्वीकार कर दिया जाएगा। उत्पाद का प्रदर्शन परीक्षण संस्थान स्तर पर भी किया जा सकता है, जिसके लिए शुल्क आपूर्तिकर्ताओं को वहन करना होगा।
- 4. यदि पहले से की गई आपूर्ति मानक के अनुरूप नहीं पाई जाती है, तो उसे अस्वीकार कर दें। आपूर्ति की शुद्धता का परीक्षण करने के लिए गहन जाँच की जा सकती है। ऐसी स्थिति में, आपूर्ति को अनुरूप बनाने या उसे त्यागने के लिए आगे की कार्रवाई की जा सकती है।
- 5. संस्थान द्वारा इस प्रयोजन के लिए नियुक्त समिति द्वारा मामले पर विचार करने के बाद प्रिंसिपलों द्वारा सूचित स्थानीय डीलरशिप के संबंध में किसी भी परिवर्धन/परिवर्तन को अस्वीकार करना।
- 6. इस निविदा को किसी भी समय बिना कोई कारण बताए रद्द किया जा सकता है।
- 7. संस्थान किसी भी भाग लेने वाले निविदादाता की निविदा को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।
- 8. क्रेता, अनुबंध के उल्लंघन के लिए किसी अन्य उपाय पर प्रतिकूल प्रभाव डाले बिना, आपूर्तिकर्ता को लिखित नोटिस भेजकर, अनुबंध को पूर्णतः या आंशिक रूप से समाप्त कर सकता है:
 - व. यदि आपूर्तिकर्ता क्रय आदेश में निर्दिष्ट अविध के भीतर या क्रेता द्वारा दी गई किसी विस्तार अविध के भीतर किसी भी या सभी वस्तुओं को वितरित करने में विफल रहता है।
 - b. यदि आपूर्तिकर्ता अनुबंध के तहत किसी अन्य दायित्व को पूरा करने में विफल रहता है।
 - c. यदि क्रेता के विचार में आपूर्तिकर्ता ने अनुबंध के लिए प्रतिस्पर्धा करने या उसे निष्पादित करने में भ्रष्ट या धोखाधड़ीपूर्ण कार्य किया है।
- 9. बिना कोई कारण बताए किसी भी या सभी प्रस्तावों को अस्वीकार करना।
- 10. सभी विवाद केवल "वाराणसी क्षेत्राधिकार" के अधीन हैं।
- 11. संस्थान के निर्णय सभी मामलों में अंतिम एवं सभी पर बाध्यकारी होंगे।
- 12. संस्थान को सफल निविदादाता से किसी भी समय सत्यापन के लिए निविदा के साथ प्रस्तुत सभी मूल दस्तावेज प्रस्तुत करने के लिए कहने का अधिकार है। दस्तावेज के सत्यापन के दौरान, यदि यह पाया जाता है कि निविदादाता ने कोई जानकारी छिपाई है/गलत/गढ़ी है, तो निविदा और/या बिक्री आदेश रद्द कर दिया जाएगा और परफार्मेंस सेक्यूरिटी जब्त कर ली जाएगी और संस्थान के मानदंडों के अनुसार निविदादाता के विरुद्ध ब्लैकलिस्टिंग सहित कार्रवाई की जाएगी।

13. कृपया सुनिश्चित करें कि आपका प्रस्ताव सभी मामलों में पूर्ण है, क्योंकि आपसे कोई और स्पष्टीकरण नहीं मांगा जाएगा और यह ऊपर उल्लिखित अंतिम तिथि के भीतर हमारे पास पहुंच जाएगा। संस्थान किसी भी विलंब के लिए जिम्मेदार नहीं होगा ।

> एसडी/-प्रभारी आचार्य केंद्रीय उपकरण केंद्र भारतीय प्रौद्योगिकी संस्थान(काशी हिन्दू विश्वविद्यालय) वाराणसी - 221005, उत्तर प्रदेश, भारत

SECTION 1: INSTRUCTION FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (http://eprocure.gov.in/eprocure/app). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More informationuseful for submitting online bids on the CPP Portal may be obtained at: http://eprocure.gov.in/eprocure/app.

1. Registration

- 1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (http://eprocure.gov.in/eprocure/app) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify/ TCS/ n-Code/ e-Mudhra, etc.), with their profile.
- 5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6. Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC/ e-Token.

2. Searching for Tender Documents

- 1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. Preparation of Bids

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3. 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 / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates, etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. Submission of Bids

- 1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3. Bidder has to select the payment option as "on-line" to pay the tender processing fee as applicable and enter details of the instrument. Whenever, Tender processing fees is sought, bidders need to pay the tender processing fee on-line through RTGS.
- 4. A standard BoQ format has been provided with the tender document to be filled by all the bidders.
 - Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- 7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

5. Assistance to Bidders

- 1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

6. General Instructions to the Bidders

- 1. The tenders will be received online through portal https://eprocure.gov.in/eprocure/app. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- 2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/ e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://eprocure.gov.in/eprocure/app. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://eprocure.gov.in/eprocure/app under the link "Information about DSC".
- 3. Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app.

SECTION 2: INSTRUCTIONS TO BIDDERS

A. Introduction

1. Scope of Work

IIT (BHU) invites online bids from the manufacturers/suppliers on behalf of The Director, IIT (BHU) for supply of Equipment as per the technical specifications given in Section 8 Annexure-I and as per terms and conditions of this tender document. Supplier should assure complete commissioning of the system including installation and application training for efficient utilization of Supply, Installation and Commissioning of Magneto Transport Measurement System.

2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

3. Tender Processing Fees

The Tender Processing fees (Rs. 23,600/-) should be submitted ONLINE as per the details mentioned above. Further, the proof of payment must be uploaded with Technical Bid. The exemption will be applicable as per Govt. of India norms.

4. Content of Bidding Documents

- **4.1** The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to Invitation of Bids, the bidding documents include:
 - (a) Instructions for Online Bid Submission
 - (b) Instruction to Bidders (ITB)
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements
 - (f) Tender Form (Technical Bid)
 - (g) Tender Form (Financial Bid)
 - (h) Integrity Pact
- **4.2** The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

5. Amendment of Bidding Documents

- **5.1** At any time prior to the deadline for submission of bids, the Purchaser 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 amendment.
- **5.2** All prospective bidders who have received the bidding documents will be notified of the amendment in writing, which will be binding on them.

5.3 In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

6. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language.

7. Documents Comprising the Bid

7.1 Techno commercial un-priced bid and priced bid: The bids are to be submitted in two parts i.e.

Techno commercial un-priced bid and priced bid.

- (c) Techno commercial un-priced bid along with EMD as shown in invitation to bids shall be submitted through CPP Portal. If the proof of EMD is not received along with the technical bid, such bid will not be considered. The samples (if required) of all the items shown in the schedule of requirements of each tender should also accompany the techno commercial un-priced bid in a separate cover.
- (d) Priced bid.
- **7.2 Techno commercial un-priced bid:** The techno commercial un-priced bid prepared by the bidder shall be provided in the following Model Response Format:

Model Response Format

- (h) Standing of each Bidder Manufacturer/Dealer and past experience in supply of the material (certificates to be enclosed), proof of manufacturing Unit/Dealership along with all the documents required for proving the credentials regarding the fulfillment of essential pre-bid criteria.
- (i) 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 (In the Annexure III format).
- (j) Copy of the audited balance sheet of the vendor for the previous financial year indicating the turnover in supply of the relevant materials/service.
- (k) Details of Permanent Account Number and latest income tax clearance certificate.
- (l) Details of GST No. along with a copy of certificate to be attached.
- (m) 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.
- (n) 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 Purchaser 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 Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

- **7.3 Price Bid:** The price bid shall comprise the techno commercial bid along with the price component indicating the Unit prices for each and every item indicated in schedule of requirements (Annexure I).
 - (vi) The prices quoted must be net per unit as shown in the Schedule and must include all charges for delivery at the designated stores i.e., DPU, IIT (BHU) Varanasi and should be mentioned clearly.
 - (vii)The rate must be stated for each item separately both in words and figures. If there is a discrepancy between the price quoted in word and figures the higher price quoted will be treated as final.
 - (viii) Quoted prices should be firm and inclusive of taxes/duties, freight and forwarding charges, handling charges, loading and unloading charges, and insurance charges etc. However, the prices must be reflected clearly in BoQ format by mentioning basic rate, GST, Freight charges, Any other Taxes/Duties/Levies and exemptions thereon as applicable to IITs.
 - (ix) The prices once accepted by the Institute shall remain valid till the successful execution of the order and till supplies is fully effected and accepted or 12 months from the date of acceptance of tender whichever is later. The Institute shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties/taxes.
 - (x) during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/taxes/duty, if any.

8. Bid Prices

- **8.1** The Bidder shall indicate on the Schedule of requirements (BoQ), the unit prices of the goods it proposes to supply under the Contract and enclose it with the priced bid.
- **8.4** Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (iii) The prices quoted must be net per unit as shown in the schedule of requirements and must include all charges for delivery at the designated stores.
 - (iv) Any Indian duties, GST and other taxes which will be payable on the goods, if this Contract is awarded.
- **8.5** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

9. Bid Currencies

Prices shall be quoted in Indian Rupees/USD/EURO only.

10. Period of Validity of Bids

- **10.4** Bids shall remain valid for **270** days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- **10.5** In exceptional circumstances, the Purchaser 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 granting the request will not be required nor permitted to modify the bid.

10.6 Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

D. Submission of Bids

11. The tender has to be submitted **ONLINE** before the due date. The offers received after the due date and time will not be considered. **No manual bids will be considered**.

12. Deadline for Submission of Bids

- **12.3** Bids must be received by the Purchaser **ONLINE** not later than the time and date specified in the Invitation for Bids.
- **12.4** The Purchaser may, at his discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13. Late/Delayed Bids

The offers received after the due date and time will not be considered.

14. Modifications and Withdrawal of Bids

- **14.4** The Bidder may modify or withdraw its bid after the ONLINE bid's submission, as per the provision of CPP Portal.
- **14.5** No bid may be modified subsequent to the deadline for submission of bids. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids.
- **14.6** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form.

E. Bid Opening and Evaluation of Bids

15. Opening of Techno commercial un-priced Bids

The purchaser will open all techno commercial un-priced bids in the first instance.

16. Clarification of Bids

- **16.4** During evaluation of the bids, the purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
- **16.5** 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 Institute, it should be done in writing.
- **16.6** 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.

17. Evaluation of Techno commercial un-priced Bid

17.5 Prior to the detailed technical evaluation, the purchaser will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all

the essential pre-bid criteria. If any bidder does not meet the essential pre-bid criteria as laid down in the Instruction to Bidders, then his bid will be summarily rejected. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids.

- 17.6 The purchaser will reject a bid determined as not substantially responsive.
- 17.7 The bidders may be called for discussion and may be allowed to modify their technical bids to suit the organization's requirement. The idea is to arrive at a threshold level of acceptability above which all the bidders shall be treated on par. Those whose technical specifications do not reach the threshold level of acceptability shall be rejected as technically unsuitable. The price bids of the bidders who finally emerge as technically acceptable shall be opened, evaluated and the contract awarded to the lowest evaluated bidder.
- **17.8** The bidders short-listed by the purchaser based on meeting the essential pre-bid criteria and detailed evaluation regarding satisfying the technical criteria laid down in this tender document may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

18. Opening of Priced Bids

- **18.3** The Purchaser will open the Priced Bids of only those bidders who meet the essential pre-bid criteria and whose techno commercial un-priced bids have been found to be substantially responsive.
- 18.4 The priced Bids of the technically qualified bidders shall be opened by the tender committee.

19. Evaluation and Comparison of priced Bids

- **19.7** Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. If the Vendor does not accept the correction of errors, its bid will be rejected
- **19.8** Bidders shall state their bid price for the payment schedule outlined in the Clause 14 of General Conditions of Contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The purchaser may consider the alternative payment schedule offered by the selected Bidder but it may not be binding on the purchaser.
- **19.9** The purchaser, at its option may ask some more bidders to match the rates of the lowest bidder for creating parallel suppliers.
- **19.10** 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
- **19.11** The source of exchange rate shall be: Reserve Bank of India/Any other authentic source.
- 19.12 The date for the exchange rate shall be: Last day for submission of Bids.

20. Purchasers right to accept any bid and to reject any bid or all bids

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 award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

21. Award Criteria

- c. IIT (BHU) shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.
- d. If more than one BIDDER happens to quote the same lowest price, IIT(BHU) Varanasi reserves the right to award the contract to more than one BIDDER or any BIDDER.

22. Notification of Award

Prior to the expiration of the period validity, the purchaser will notify the successful Bidder in writing by letter or by fax, to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted.

23. Factors Affecting the Award of Supply

- **23.7** The bidder should have its own Contract support facilities. The support facilities should be fully owned and managed by the bidder.
- **23.8** Conformity with the Request for Bid/Tender required and conditions.
- 23.9 The assessment based on the response to Model Response Outline.
- **23.10** The assessment of the capability of the bidder to meet the terms and conditions.
- **23.11** The bidders must have executed similar orders, for which the bidder is quoting, for Govt./Semi-Govt./Autonomous Organizations.
- **23.12** The cost and the discount offered, if any.

24. Fall clause

- **24.4** The price quoted by the supplier should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the supplier for stores of the same nature, class or description to any other purchaser.
- **24.5** The price charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchaser and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

24.6 If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to (a) revise the price at any stage so as to bring it in conformity with sub-clause(i) above, or (b) to terminate the contract and purchase the items of stores at the risk and cost of the supplier and in that event the provisions of Clause 28 of General Conditions of Contract shall, as far as possible, be applicable or recover the loss.

SECTION 3: GENERAL CONDITION OF CONTRACTS

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- (j) "The order" means the agreement entered between the Purchaser and the Supplier including all the attachments and appendices and all documents incorporated as per notification of award.
- (k) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (l) "The Goods" means all the items, which the Supplier is required to supply to the Purchaser under the Contract.
- (m) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services training and other obligations of the Supplier covered under the Contract.
- (n) "GCC" means the General Conditions of Contract contained in this section.
- (o) "The Purchaser" means the organization purchasing the Goods i.e., IIT (BHU) VARANASI.
- (p) "The Purchaser's country" is India.
- (q) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (r) "Day" means calendar day.

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned Institution.

4. Use of Contract Documents and Information

- **4.1** The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- **4.2** The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.
- **4.3** Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so, required by the Purchaser.

5. Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Submission of the Bids

- **6.1** All bids complete in all respect must be submitted online on or before the Bid Closing date and time as mentioned on Critical Data Sheet. Tenders received without Bid Securing Declaration Form as earnest money etc. shall be rejected.
- **6.2** The Tender document for this supply is available on the website of IIT (BHU) Varanasi (www.iitbhu.ac.in/iitnotifications/purchase enquiries/) or from Central Public Procurement Portal (CPPP) https://eprocure.gov.in/eprocure/app.
- **6.3** Interested bidders may submit their bid through the Central Public Procurement Portal (CPPP) https://eprocure.gov.in/eprocure/app.

7. Inspections and Tests

- **7.1** The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
- **7.2** The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- **7.3** Any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- **7.4** The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- **7.5** Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8. Consequences of rejection

If in the event the stores are rejected by the purchaser at the destination and the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser will be at liberty to:

- (d) Allow the supplier to resubmit the stores in replacement of those rejected, within a specified time without any extra cost to the purchaser.
- (e) Reject the material, which shall be final and binding on the contractor.

(f) Procure the rejected materials of comparable quality from the open market/Govt. stores and the supplier shall be liable to pay the difference in price over the RC prices or get the amount adjusted from the outstanding bills of the supplier, if any.

9. Packing

- **9.1** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- **9.2** The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 The Supplier shall make delivery of the Goods within 280 days from the placement of purchase order in pursuance of the notification of award. The purchase order would be placed after assessing the requirements on quarterly basis. However, the supplier shall also arrange to execute all orders on priority basis which would be placed to meet any emergent requirements.
- **10.2** In case the purchaser decides to conclude parallel rate contracts, then the requirements would be split on different firms on equitable basis as per the discretion of the purchaser.
- **10.3** The delivery of Stores shall be affected at the premises of the Institute free of all delivery charges and within the stipulated time and as may be elucidated in the confirmed order, accompanied by a delivery challan. No extension of time for delivery of Stores shall normally be accorded.

The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- 1. 3 Copies of the Supplier Invoice showing contract number, goods' description, quantity, unit price, total amount, etc.
- 2. Installation Certificate.
- 3. Insurance Certificate if applicable.
- 4. Manufacturer's/Supplier's Warranty Certificate.
- 5. Supplier's Factory Inspection Report.
- 6. Certificate of Origin (if possible, by the beneficiary).

The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

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

11. Insurance

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

12. Transportation

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

13. Warranty

- **13.1** The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in India.
- **13.2** This warranty shall remain valid for at least **12 months warranty + 24 months AMC** (or as specified) after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, unless specified otherwise.
- **13.3** The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- **13.4** Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without any extra cost to the Purchaser.
- **13.5** If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

14. Payment

- **14.1 For indigenous supply:** The payment shall be made 100% payment against Supply, Installation and Commissioning and submission of satisfactory PBG.
- **14.2 For imports:** 100% payment shall be made through Letter of Credit. Out of this, 80% payment will be released against the invoice, inspection certificate, shipping documents & other required documents as per LC and remaining 20% payment will be released after receiving of materials at IIT (BHU), their successful installation, acceptance of machine & submission of PBG by bidder and its confirmation from the Bank.

The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the

Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.

15. Prices

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in his bid. The bidder must mention the applicable taxes/duty and exemptions thereon, if any, as per the Government of India norms. The Institute will provide requisite certificate, if any, required by the bidder as per the applicable Govt. of India norms.

16. Change Orders

- **16.1** The Purchaser may at any time, by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
 - (e) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (f) The method of shipping or packing;
 - (g) The place of delivery; and/or
 - (h) The services to be provided by the Supplier.
- **16.2** If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

17. Contract Amendments

Subject to GCC Clause 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

18. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

19. Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

20. Delays in the Supplier's Performance

- **20.1** Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser as per GCC clause 10.
- **20.2** If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the

- Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- **20.3** Except as provided under GCC Clause 23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to GCC Clause 21, unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages.

21. Penalty

Subject to GCC Clause 23, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 22.

22. Termination for Default

- **22.1** The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - (d) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20;
 - (e) If the Supplier fails to perform any other obligation(s) under the Contract;
 - (f) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

'For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"

22.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

23. Force Majeure

23.1 Notwithstanding the provisions of GCC Clauses 20 & 21, the Supplier shall not be liable for imposition of liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- **23.2** For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 23.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. Termination for Insolvency

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

25. Termination for Convenience

- **25.1** The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- **25.2** The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.

26. Resolution of Disputes

- **26.1** The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- **26.2** If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.
- **26.3** In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time.

27. Governing Language

The contract shall be written in English language. Subject to GCC Clause 28, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

28. Applicable Law

28.1 The contract shall be governed by the Law of Contract for the time being in force.

- **28.2** Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- **28.3** Jurisdiction of Courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.
- **28.4** One-month notice will be given by either party for termination of Contract during the tenure of Contract for breach of Clause or otherwise.

29. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

30. Performance Security

Successful bidder has to furnish **03**% of the order value as a performance security in the shape of Fixed Deposit Receipt / Bank Guarantee in favour of the Registrar, Indian Institute of Technology (BHU) Varanasi valid for a period of 60 days beyond the end of all warranty period / **obligations (i.e., must valid for minimum 14 months)**. Fixed Deposit Receipt / Bank Guarantee should be issued from a schedule bank in India.

31. Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

The Institute Reserves the Right to:

- **14.** Increase or decrease the quantity of the item(s) as per requirement and GOI Norms only, however, provided within the ceiling of the category in which the original order was placed i.e., if it is within 2.5 Lakh category than should not exceed the 2.5 lakh limit and so on.
- **15.** Reject the quotation in absence of not furnishing the documentary evidence in respect of Trade Tax Registration (G.S.T), Income Tax and Trade Tax clearance certificates together with the performance of supplies in various branches/institutions.
- **16.** Reject the quotation in the event of non-furnishing the authentic documentary evidence in respect of Testing reports / Performance report of the concerned Govt. Organization / Institutions about the products being manufactured and marketed. The performance test of the product can be conducted at Institute level also for which charge will have to be borne by the suppliers.

- **17.** Reject the supplies already made, if not found up to the mark. Thorough checking may be adopted to test the correctness of the supply. In such an event, further action may call to conform or discard the supply.
- **18.** To reject any addition/alteration in respect of local dealerships intimated by the Principals after consideration of the case by the committee appointed by the Institute for the purpose.
- **19.** Cancel this Tender at any point of time without assigning any reason thereof.
- **20.** The Institute also reserves the right to reject the bid of any participated bidder.
- **21.** The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - a. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser.
 - b. If the Supplier fails to perform any other obligation(s) under the Contract.
 - c. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- **22.** To reject any or all the offers without assigning any reasons thereof.
- **23.** All disputes are subject to "Varanasi Jurisdiction" only.
- **24.** The decisions of the Institute in all respect shall be final and binding on all.
- 25. The Institute reserves the right to ask the successful bidder to produce all the original documents submitted along with the bids for verification at any point of time. During the verification of the document, if it is found that the bidder has concealed/falsified/fabricated any information, the bid and/or purchase order will be cancelled and performance security will be forfeited and action including blacklisting will be taken against the bidder as per norms of the Institute.
- **26.** Please ensure that your offer is complete in all respect as no further clarifications shall be sought from you and reaches us within the last date mentioned above. **The Institute shall not be responsible for any delay etc.**

Sd/-Professor in-charge Central Instrument Facility (CIF) IIT (BHU), Varanasi - 221005 Uttar Pradesh, India

SECTION 4: SPECIAL CONDITIONS OF CONTRACT

Essential Pre-Bid Criteria

- 1. Bidders should be the manufacturer (OEM)/authorized dealer. In case the bid is submitted by the Authorized dealer, the currently valid Authorization letter for participating in this Tender (by clearly mentioning the Reference of this Tender) issued by the OEM must be uploaded (in Annexure V format). The Letter of authorization shall remain valid during execution of supply and installation.
- 2. An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend all support for the warranty period and TEN years beyond the warranty in confirmation with this bid for the quoted items. In case the OEM withdraws its authorization from bidder, the above service will continued to be provided by the OEM.
- 3. The bidder has to provide on their letterhead/affidavit that they were never been black-listed by any IITs/NITs/Govt. R&D Organization/Govt. Offices/PSUs/Govt. Funded Universities/Govt. Funded Autonomous Bodies/Govt. Bodies and it must be uploaded along with the technical Bid under cover 1.
- 4. Certified Financial Statement of Bidder from a CA such as Balance Sheet and Profit & Loss account of last financial year clearly indicating the annual turnover regarding the supply and installation of similar type of items. The annual financial turnover of bidder must not be less than Rs. 5 Crore during the last financial year.
- 5. The OEM/bidder must have executed at least three similar natures of supply and installation in any IITs/NITS/Govt. Offices/PSUs/Govt. Funded Universities/Govt. Funded Autonomous Bodies/Govt. Bodies/ Deemed University with order value of at least Rs. 5 crore each during the 1st April 2022 to 31st March 2025. Copies of purchase order, satisfactory installation certificate, names of user, their mobile number/ phone number and email id need to be uploaded.
- 6. Offered products/ model should be in production and latest datasheet/ product brochure of the same should be available on OEM's official website.
- 7. Pointwise technical compliance (along with reference pages of datasheet) should be submitted along with technical datasheet.
- 8. Manufacturer comprehensive warranty for 1 years + 2 years AMC. (Extendable upto 5 years.)
- 9. Adherence to all the technical specifications is compulsory.
- 10. Certificate as per Annexure V, VI and VII on the letterhead of the company must be uploaded along with EMD.
- 11. Only those bidders who will quote rates of all the items together will be considered for evaluation. Lowest bidder will be decided on overall L1 basis.

Please note the bidder should sent the original EMD through SPEED POST or reliable domestic and ecommerce services to **Professor In-charge**, **Central Instrument facility (CIF)**, **Indian Institute of technology (BHU)**, **Varanasi – 221005** with Name and Number of above tender within 07 days from the last date of submission of tender bid (Scan copy of the same should be uploaded on CPP portal).

NOTE: THE BID OF THOSE BIDDERS WHO FAILS TO COMPLY THE ABOVE ESSENTIAL CRITERIA WILL NOT BE CONSIDERED FOR TECHNICAL EVALUATION.

2. Documents Comprising the Bid

The tender/Bid shall be submitted online in two parts: Technical Bid and Commercial Bid.

I. 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), Declaration, Bidder's Information Form, and Tender Acceptance Letter.
- (b) Scanned copy of proof for submission of Tender Document Fee/ Earnest Money Deposit/Exemption Certificate, if any etc.
- (c) Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder.
- (d) Scanned copy of quoted product brochure.
- (e) Scanned copy of completely filled Annexure III with supporting documents
- (f) Scanned copy of Technical Bid and essential Pre-bid Details, if any.
 - i. Scanned copy of documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted and the Bidder's eligibility to bid.
 - ii. Scanned copy of documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin and conform to the Bidding Documents.
- (g) Scanned copy of Checklist, compliance of Essential pre-bid criteria and Technical Compliance Sheet (Annexure II) and any other document required as per the tender.

II. Commercial Bid

The commercial bid comprises of:

- (a) Scanned copy of Tender Form (Price Bid)
- (b) Price bid in the form of .xls format and to be uploaded in .xls and signed .pdf format.

The Price bid format is provided as .xls format along with this Tender Document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this .xls format and quote_their offer/rates in the prescribed column.

In addition to the above requirements, bids submitted by a Joint Venture, 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, there to.

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

3. Installation & Demonstration

The supplier is required to do the installation and demonstration of the equipment within four week of the arrival of materials at the IIT (BHU) site of installation; otherwise the penalty clause will be the same as per the supply of materials.

In case of any mis-happening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with

new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. IIT (BHU) will not be liable to any type of losses in any form.

4. Application Specialist

The Tenderer should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office.

5. Spares

The Supplier is required to provide state availability of spares for ten years, if required.

6. Training of Personnel

The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment for a minimum period of one week at the supplier's cost.

7. User List

The bidder must provide the list of users where they have deployed similar nature of equipment's in last 02 years in prescribed format of Annexure III.

8. Manuals/Documents

One set of hard copy and one set of soft copy in English (preferred as following).

- i. Operating manual
- ii. Servicing & Maintenance manual
- iii. Spare parts list with source of supply and prices
- iv. Pre-installation requirements.

9. Services

Vendor must submit Factory Acceptance Test procedure supported with relevant printed literature and certificates.

- **10.** The Tender document should also indicate what kind of service/maintenance is required for the system. Whether this service has to be carried out by a company engineer or it can be carried by trained service personnel within India. The frequency of visit and the charges should be mentioned.
- **11.** The Tender should be enclosed with proper certifications like **Authorization Certificate** and **Proprietary Certificate** (in case of Proprietary items).
- **12.** Pre-installation site preparation/inspection requirements to be indicated and specified along with the bid.
- **13.** Bid should include DPU, IIT(BHU), Varanasi prices. The Institute will provide requisite certificate, if any, required by the bidder as per the applicable Govt. of India norms.
- **14.** The vendor to provide compliance statement with respect to each technical specification in the tender document duly supported by the manufacturer's literature. Any other claim will not be accepted and may lead to rejection of the bid.

- **15.** Printed literature in support of compliance to the prescribed specifications is to be submitted.
- **16.** Compliance report needs to be submitted as a part of the technical bid.
- 17. Exemption is allowed from payment of Tender processing fees as per Government of India norms against submission of currently valid certificate specifically for the item(s) proposed to be procured through this Tender.
- 18. Defective Equipment: If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 30 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, IIT (BHU) may consider "Banning" the supplier.

IMPORTANT NOTE

- 1. Non-compliance of tender terms, non-uploading of required documents, lack of clarity of the specifications, contradiction between bidder specifications and supporting literature etc. may lead to rejection of the bid.
- 2. In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 3. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

SECTION 5: CHECKLIST FOR BID/TENDER UPLOADING

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

Have you uploaded the techno commercial un-priced bid form duly filled in appropriately? Have you uploaded a copy of the last financial years audited balance sheet and P & L Account of your firm? Have you attached the details of the income tax clearance certificate, proof of manufacturing unit/ dealership letter/ general order suppliers and copy of GST registration certificate? The OEM/bidder must have executed at least three similar natures of supply and installation in any IITs/NITS/Govt. Offices/PSUs/Govt. Funded Universities/Govt. Funded Autonomous Bodies/Govt. Bodies/ Deemed University with order value of at least Rs. 5 crore each during the 1st April 2022 to 31st March 2025. Copies of purchase order, satisfactory installation certificate, names of user, their mobile number/ phone number and email id need to be uploaded. Have you submitted DD/transferred online Tender Processing Fee asked for and EMD separately and uploaded their proof of submission? Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial un-priced bid? Have you enclosed the bids both techno commercial un-priced and priced bid separately for the tender? Have you enclosed the statement of deviations from financial terms and conditions, if any? Have you attached the Compliance Sheet? Have you attached the Compliance of Essential Pre-Bid criteria? Have you attached Manufacturer's Authorization certificate for this Tender? Have you attached an Affidavit on stamp paper that bidder has never been black-listed along with the technical Bid under cover 1? Have you attached the Declaration on the letter pad of Bidder? Have you attached the signed Tender acceptance letter? Price Bid (Cover 2)	S. No.	Particulars Techno Commercial Un-priced Bid (Cover 1)	Yes/No
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NOTE: While arranging the Tender Documents, check list should be placed on TOP.

COMPLIANCE SHEET OF ESSENTIAL PRE-BID CRITERIA

 Bidders should be the manufacturer (OEM)/authorized dealer. In case the bid is submitted by the Authorized dealer, the currently valid Authorization letter for participating in this Tender (by clearly mentioning the Reference of this Tender) issued by the OEM must be uploaded (in Annexure V format). The Letter of authorization shall remain valid during execution of supply and installation. An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend all support for the warranty period and TEN years beyond the warranty in confirmation with this bid for the quoted items. In case the OEM withdraws its authorization from bidder, the above service will continued to be provided by the OEM. The bidder has to provide on their letterhead/affidavit that they were never been black-listed by any IITs/NITs/Govt. R&D Organization/Govt. Offices/PSUs/Govt. Funded Universities/Govt. Funded Autonomous Bodies/Govt. Bodies and it must be uploaded along with the technical Bid under cover 1. Certified Financial Statement of Bidder from a CA such as Balance Sheet and Profit & Loss account of last financial year clearly indicating the annual turnover regarding the supply and installation of similar type of items. The annual financial turnover of bidder must not be less than Rs. 5 Crore during the last financial year. The OEM/bidder must have executed at least two similar natures of supply and installation in any IITs/NITS/Govt. Offices/PSUs/Govt. Funded Universities/Govt. Funded Autonomous Bodies/Govt. Bodies/ Deemed University with order value of at least Rs. 5 crore each during the 1st April 2022 to 31st March 2025. Copies of purchase order, satisfactory installation certificate, names of user, their mobile number/ phone number and email id need to be uploaded. Offered products/ model should be in production and latest datasheet/ product brochure of the same should be av	S. No.	Essential Pre-Bid Criteria	Compliance
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11. Only those bidders who will quote rates of all the items together will be	10.		
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All docun	nents ir	n support	of abo	ve	essential	pre-bid	criteria	shall	be	scanned	and	uploaded	under
cover 1.													

Signature of the Authorized Person
Date:
Full Name:
Place:
Company Address with Seal

SECTION 6: DECLARATION

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

1.	I, Son /Daughter of Shri
	sign this declaration and execute this tender document.
2.	I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3.	The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
4.	I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
5.	Each page of the tender document and papers submitted by my Company is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.
6.	This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology /product updates and extend support for the warranty.
7.	The prices quoted in the price bids are subsidized due to academic discount given to IIT (BHU) Varanasi.
8.	We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/Govt. Department/Public Sector Undertaking in the last three years (should be supported with an Affidavit on stamp paper)
	Signature of the Authorized Person
Da	rte: Full Name
Pla	ace: Company Address with Seal

<u>खंड-7</u>

निविदा प्रपत्र

तकनीकी सह वाणिज्यिक बिना मूल्य निविदा (Techno commercial un-priced Bid) (निविदा जमा करने वाली फर्म के पत्र शीर्ष पर)

निविदा संख्या	
सेवा में,	
प्रभारी आचार्य	
केंद्रीय उपकरण केंद्र	
भारतीय प्रौद्योगिकी संस्थान	
(काशी हिन्दू विश्वविद्यालय)	
वाराणसी – 221005, (उ.प्र.)	

महोदय/महोदया,

- मैं/हम निविदा दस्तावेजों की जांच किए है और निविदादाताओं को दिये गए निर्देशों के अनुसार जारी किए गए परिशिष्ट सहित, निविदा दस्तावेजों में कोई आरक्षण नहीं है।
- 2. मैं/हम पात्रता आवश्यकताओं को पूरा करते हैं और इसमें हितलाभ का कोई विरोध नहीं (no conflict of interest) है;
- 3. मैं/हम भारत में न तो निलंबित किए गए है और न ही अपात्र घोषित किए गए है;
- 4. मैं/हम निविदा दस्तावेजों के अनुरूप और आवश्यकताओं की अनुसूची में निर्दिष्ट वितरण अनुसूचियों के अनुसार निम्नलिखित सामान की आपूर्ति करने की पेशकश करते हैं: [माल और संबंधित सेवाओं का संक्षिप्त विवरण दें];
- 5. मैं/हम इस निविदा के लिए अनुसूची में सूचीबद्ध वस्तुओं की आपूर्ति करने की पेशकश करते हैं, जैसा कि आप निविदा की स्वीकृति में निर्दिष्ट अनुसूची में दिए गए मूल्य पर निर्दिष्ट कर सकते हैं और इस प्रस्ताव को की अविध के लिए खुला रखने के लिए सहमत हैं। निविदा खुलने की तिथि से दिन।
- 6. मैं/हम आपके द्वारा जारी स्वीकृति के संचार के लिए बाध्य होंगे।
- 7. मैं/हम निविदा के आमंत्रण के साथ संलग्न प्रपत्र में निविदादाताओं को दिए गए निर्देश और अनुबंध की शर्तों को समझ लिए है और अनुसूची में उद्धृत विनिर्देशों की पूरी तरह से जांच की है और आवश्यक सामान की प्रकृति से पूरी तरह अवगत हूं/हैं और मेरे / हमारा प्रस्ताव विनिर्देशों और आवश्यकताओं के अनुसार समय से माल की आपूर्ति करना है।
- 8. कुलसचिव, आईआईटी (बीएचयू) वाराणसी के पूर्वोक्त खाते में निविदा प्रसंस्करण शुल्क के रूप में रुपये के भुगतान का प्रमाण
- 9. इस निविदा का हिस्सा बनने के लिए निम्नलिखित को जोड़ा गया है।
 - (क) आवश्यकताओं की अनुसूची, केवल विधिवत हस्ताक्षरित और मुद्रांकित को उद्धृत करते हुए। (कीमत बताए बिना)

- (ख) आयकर निकासी प्रमाण पत्र।
- (ग) पिछले लेखापरीक्षित बैलेंस शीट (last audited balance sheet) की प्रति।
- (घ) वैध जीएसटी पंजीकरण प्रमाण पत्र की प्रति।
- (ङ) आईआईटी/एनआईटी/सरकारी कार्यालय/पीएसयू/विश्वविद्यालय/स्वायत्त निकाय में विगत वित्तीय वर्ष के दौरान निष्पादित समान प्रासंगिक प्रमुख खरीद आदेशों की प्रति।
- (च) निर्माण इकाई का प्रमाण, डीलरशिप प्रमाण पत्र / सामान्य आदेश आपूर्तिकर्ता ।
- (छ) वित्तीय नियमों और शर्तों से विचलन का विवरण, यदि कोई हो।
- (ज) कोई अन्य संलग्नक। (कृपया विवरण दें)
- 10. हम प्राथमिकता के आधार पर आकस्मिक आवश्यकताओं को पूरा करने के लिए रखे गए सभी आदेशों को निष्पादित करने का वचन देते हैं।
- 11. प्रमाणित किया जाता है कि निविदा जमा करने वाला:
 - (क) एक एकल स्वामित्व वाली फर्म और निविदा दस्तावेज पर हस्ताक्षर करने वाला व्यक्ति एकमात्र मालिक /एकल स्वामित्व का कानूनी प्रतिनिधि है,

या

(ख) एक साझेदारी फर्म, और निविदा दस्तावेज पर हस्ताक्षर करने वाला व्यक्ति फर्म का भागीदार है और उसके पास साझेदारी समझौते के आधार पर/सामान्य मुख्तारनामा के आधार पर साझेदारी के व्यवसाय से संबंधित मध्यस्थता विवादों को संदर्भित करने का अधिकार है।

या

(ग) एक कंपनी और दस्तावेज़ पर हस्ताक्षर करने वाला व्यक्ति विधिक प्रतिनिधि है।

(नोटः जो लागू न हो उसे हटा दें। सभी सुधार∕विलोपन अनिवार्य रूप से निविदा दस्तावेज पर हस्ताक्षर करने के लिए अधिकृत व्यक्ति द्वारा प्रमाणित होने चाहिए)।

- 12. हम एतद्वारा यह वचन देते हैं कि, प्राप्तिकी औपचारिक अधिसूचना तक, यह निविदा, आपकी लिखित स्वीकृति के साथ, हमारे बीच एक बाध्यकारी अनुबंध का गठन करेगी।
- 13. यदि हमारी निविदा स्वीकार कर ली जाती है, तो हम निविदा दस्तावेजों के अनुसार प्रदर्शन सुरक्षा प्राप्त करने के लिए प्रतिबद्ध हैं;
- 14. हम एक निविदादाता के रूप में या एक उपठेकेदार के रूप में, इस निविदा प्रक्रिया में प्रस्तुत वैकल्पिक बोलियों के अलावा एक से अधिक बोली में भाग नहीं ले रहे हैं;
- 15. हम एतद्वारा प्रमाणित करते हैं कि हमने यह सुनिश्चित करने के लिए कदम उठाए हैं कि हमारे लिए या हमारी ओर से कार्य करने वाला कोई भी व्यक्ति किसी भी प्रकार की धोखाधड़ी और भ्रष्टाचार में लिप्त नहीं होगा।

निविदादाता का नाम∗
निविदादाता की ओर से बोली पर हस्ताक्षर करने के लिए विधिवत प्राधिकृत व्यक्ति का नाम**
निविदा पर हस्ताक्षर करने वाले व्यक्ति का शीर्षक ऊपर नामित व्यक्ति के हस्ताक्षर
ऊपर नामित व्यक्ति के हस्ताक्षर

ाताथ हस्ताक्षारत	।दन					
* संयुक्त उद्यम द्वारा	प्रस्तुत निविदा के म	ामले में संयुक्त उ	उद्यम का नाम	निविदादाता वे	क रूप में निर्दि	ष्ट करें

** निविदा पर हस्ताक्षर करने वाले व्यक्ति के पास निविदा अनुसूचियों के साथ संलग्न करने के लिए निविदादाता द्वारा दिए गए मुख्तारनामा होंगे।

भवदीय,	
(निविदादाता के हस्ताक्षर)	
दिनांक व दिन	
निविदादाता के हस्ताक्षर	
संलग्नक का विवरण	
पूरा पता:	
टेलीफोन नंबर	
मोबाइल नंबरः	
फैक्सनंबर:	
ई-मेल:	

कंपनी की मुहर

निविदा प्रपत्र

(मूल्य बीड)

(निविदा दस्तावेज़ जमा करने वाली फर्म के पत्र शीर्ष पर)

सेवा में.

प्रभारी आचार्य

केंद्रीय उपकरण केंद्र भारतीय प्रौद्योगिकी संस्थान (काशी हिन्दू विश्वविद्यालय) वाराणसी – 221005, (उ.प्र.)

संदर्भ: निविदा संख्या	दिनांक:
महोदय/महोदया,	

निविदा दस्तावेजों की जांच करने और उसके लिए तकनीकी वाणिज्यिक अमूल्य निविदा प्रस्तुत करने के बाद, हम, अधोहस्ताक्षरी, एतद्वारा आवश्यकताओं की अनुसूची के अनुसार और उक्त निविदा दस्तावेजों के अनुरूप वस्तुओं और सेवाओं की आपूर्ति के लिए मूल्य निविदा प्रस्तुत करते हैं।

- हम एतद्वारा आवश्यकता की संलग्न अनुसूची में उल्लिखित कीमतों और दरों पर वस्तुओं/सेवाओं की आपूर्ति करने की पेशकश करते हैं।
- 2. हम एतद्वारा वचन देते हैं कि, हमारी निविदा की स्वीकृति की स्थिति में, वस्तुओं/सेवाओं की आपूर्ति आवश्यकता की अनुसूची में निर्धारित के अनुसार की जाएगी और हम सभी आकस्मिक सेवाओं का प्रदर्शन करेंगे।
- 3. उद्धृत कीमतों में सभी शुल्क नेट सीआईपी नई दिल्ली/ फॉर आईआईटी (बीएचयू) वाराणसी (Net CIP New Delhi/FOR IIT (BHU) Varanasi) के लिए शामिल हैं और इसका स्पष्ट रूप से उल्लेख किया जाना चाहिए। हम आपके द्वारा अपेक्षित पूरी वित्तीय निविदा इसके साथ संलग्न करते हैं। यह भी शामिल हैं:
 - a. मूल्य अनुसूची (बिल ऑफ क्वांटिटी-BOQ)।
 - ь. वित्तीय नियमों और शर्तों से विचलन का विवरण।
- 4. हम निविदा दस्तावेजों को खोलने के लिए निर्धारित तिथि से 280 दिनों की अवधि के लिए हमारे प्रस्ताव का पालन करने के लिए सहमत हैं और हम उस समय के भीतर स्वीकृति हेतु बाध्य रहेंगे।
- 5. हमने निविदा दस्तावेज के नियमों और शर्तों को ध्यान से पढ़ और समझ लिए है और हम इन नियमों और शर्तों के अनुसार आपूर्ति करने का वचन देते हैं। वित्तीय विचलन केवल वे हैं जिनका उल्लेख वित्तीय नियमों और शर्तों से विचलन के विवरण में किया गया है।
- 6. हमने निविदा प्रक्रिया या अनुबंध के निष्पादन के संबंध में निम्नलिखित कमीशन, ग्रेच्युटी या शुल्क का भुगतान किया है, या भुगतान करेंगे: [प्रत्येक प्राप्तकर्ता का पूरा नाम, उसका पूरा पता, कारण जिसके लिए

प्रत्येक कमीशन या ग्रेच्युटी का भुगतान किया गया था और ऐसे प्रत्येक कमीशन या उपदान की राशि और मुद्रा]

प्राप्तकर्ता का नाम	पता	कारण	राशि

(यदि कोई भुगतान नहीं किया गया है या भुगतान किया जाना है, तो "कोई नहीं" इंगित करें।)

- 7. हम समझते हैं कि यह निविदा, आपकी लिखित स्वीकृति के साथ, जो आपके निर्णय की अधिसूचना में शामिल है, हमारे बीच एक बाध्यकारी अनुबंध का गठन करेगी, जब तक कि एक औपचारिक अनुबंध तैयार और निष्पादित नहीं किया जाता है; तथा
- हम समझते हैं कि आप न्यूनतम मूल्यांकित निविदा या आपको प्राप्त होने वाली किसी अन्य निविदा को स्वीकार करने के लिए बाध्य नहीं हैं।

प्रमाणित किया जाता है कि निविदा देने वाला है: एक एकल स्वामित्व वाली फर्म और निविदा दस्तावेज पर हस्ताक्षर करने वाला व्यक्ति एकमात्र मालिक / कानूनी प्रतिनिधि है,

या

एक साझेदारी फर्म, और निविदा दस्तावेज पर हस्ताक्षर करने वाला व्यक्ति फर्म का भागीदार है और उसके पास साझेदारी समझौते के आधार पर/सामान्य मुख्तारनामा के आधार पर साझेदारी के व्यवसाय से संबंधित मध्यस्थता विवादों को संदर्भित करने का अधिकार है,

या

एक कंपनी और निविदा दस्तावेज पर हस्ताक्षर करने वाला व्यक्ति कानूनी प्रतिनिधि है। (नोट: जो लागू न हो उसे हटा दें। सभी सुधार/विलोपन को अनिवार्य रूप से निविदा दस्तावेज पर हस्ताक्षर करने के लिए अधिकृत व्यक्ति द्वारा विधिवत रूप से सत्यापित किया जाना चाहिए)

हम एतद्वारा यह वचन देते हैं कि, निर्णय की औपचारिक अधिसूचना तक, यह निविदा आपकी लिखित स्वीकृति के साथ, हमारे बीच एक बाध्यकारी अनुबंध का गठन करेगी।

दिनांक व दिन	
निविदादाता के हस्ताक्षर	
संलग्नक का विवरण	
पूरा पताः	
टेलीफोन नंबर	
मोबाइल नंबरः	
फैक्स नंबरः	
ई-मेल:	
कंपनी की मुहर	

SECTION 7 TENDER FORM

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

Tender IVO.	
To,	
Professor In-charge	
Central Instrument Facility (CIF)	
Indian Institute of Technology (BHU) Vara	nasi
Varanasi-221005, Uttar Pradesh, India	

Dear Sir,

Tondor No

- 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 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 proof of payment of Rs......(Rupees......only) as Tender Processing Fee in the aforementioned account of Registrar, IIT (BHU).
- 9. The following have been added to form part of this tender.
 - (a) Schedule of requirements, quoting the make only duly signed and stamped. (without indicating price)
 - (b) Income Tax clearance certificate.
 - (c) Copy of last audited balance sheet.
 - (d) Copy of Valid GST registration certificate.
 - (e) Copy of similar relevant major purchase orders executed during last financial year in IITs/NITs/Govt. R&D Organization/Govt. Offices/PSU/Govt. Funded Universities/Govt. Funded Autonomous Bodies/Govt. bodies.
 - (f) Proof of manufacturing Unit, dealership certificate/general order suppliers.
 - (g) Statement of deviations from financial terms & conditions, if any.
 - (h) 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	
(a) 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	
(b) A company and the person signing the document is the constituted attorney.	
(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable 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*	
Name of the person duly authorized to sign the Bid on behalf of the Bidder**	
Title of the person signing the Bid	
Signature of the person named above	
Date signed day of	
* 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	

TENDER FORM

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

Tender No.
To,
Professor In-charge
Central Instrument Facility (CIF)
Indian Institute of Technology (BHU) Varanasi
Varanasi-221005, Uttar Pradesh, India
Dear 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 DPU, IIT (BHU) Varanasi. We enclose herewith the complete Price Bid as required by you. This includes:
 - (a) Price Schedule (Bill of Quantity BOQ) in .pdf format and .xls format
 - (b) Statement of deviations from financial terms and conditions, if any.
- 4. We agree to abide by our offer for a period of 18 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,

Oı

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

Date:

Tender No.:
1. Bidder's Name:
2. In case of JV, legal name of each member: [insert legal name of each member in JV]
3. Bidder's actual or intended country of registration:
4. Bidder's year of registration:
5. Bidder's Address in country of registration:
6. Bidder's Authorized Representative Information Name: Address:
Telephone/Fax: Email: Address:
7. Attached are copies of original documents of [check the box(es) of the attached original documents] □ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.
☐ In case of JV, letter of intent to form JV or JV agreement.
 □ In case of Government-owned enterprise or institution, documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Purchaser
Included are the organizational chart, a list of Board of Directors, and the beneficial ownership

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To, Professor in-charge Central Instrument Facility (CIF) Indian Institute of Technology (BHU) Varanasi Varanasi-221005, Uttar Pradesh, India

In	dian Institute of Technology (BHU) Varanasi aranasi-221005, Uttar Pradesh, India				
St	ab: Acceptance of Terms & Conditions of Tender.				
Τe	Γender Reference No				
	ame of Tender/ Work:				
De	ear 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				
3.	The corrigendum(s) issued from time to time by your department/ organization 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/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender.				

Yours faithfully,

(Signature of the Bidder, with Official Seal)

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)/ PERFORMANCE SECURITY

(To be typed on non-judicial stamp paper of the value of Indian Rupees of One Hundred)

[To Be Established Through Any of the Nationalized Commercial Banks (Whether situated at Varanasi or Outstation) with A Clause to Enforce the Same on Their Local Branch at Varanasi]

To, The Registrar Indian Institute of Technology (BHU) Varanasi Varanasi – 221005, Uttar Pradesh, India

LETTER OF GUARANTEE

	WHERE	AS Indian In	stitute of Techr	ology (BHU),	Varanasi	(Buyer) has in	vited tender vio	de Tender
No		dated	fo	or purchase of			AND W	/HEREAS
the	said	tender	document	requires	that	eligible	successful	bidder
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1							dder (seller) fail	
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withou	_		(_). / (BHU) Varana	ci (Buyor)
as to w		U				0,	ditions referred	
			ct shall be final		cucii oi c	ary or the corn	artions referred	ni teriaer
010 00111				_	Bank & 1	branch) hereby	y further agree	that the
Guarar							of the bidder (Se	
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						•		
Rupees	·				only).			
2. This	Bank Gua	arantee shall	be valid up to .		(date) and	d		
							guarantee only	-
			_				(d	
	_			~			enforceable at o	ur branch
office a	ıt	•••••	situated at			(Address of loc	cal branch).	
Varino	1							
Yours	Tury,							
Signati	are and se	al of the gua	rantor:					
Name	of Bank:							
Addre	ss:							
Date:								

Specifications of Magneto Transport Measurement System

Indian Institute of Technology (BHU) intends to purchase a Magneto Transport Measurement System with operations in the range of 50 mK to 400 K and magnetic fields up to \pm 12 Tesla. The system should be fully cryogen free i.e. no requirements for liquid helium or Liquid nitrogen at any point. The system should be fully automated, and computer controlled with the latest technology for instrument interfacing and control over a whole range of measurements.

The system should be capable of measuring Material properties for bulk, thin film, single crystal samples in wide temperature and Magnetic field range. Prospective vendors should also quote for other accessories and facilities, including UPS, Water Chiller, for smooth installation and uninterrupted operation of the equipment.

Technical and financial bids for each component should be submitted separately.

1.	System Basic requirements
(a)	The system should be completely cryogen-free. Vendor should specify the amount of
	He Gas required for the initial cooldown.
(b)	System startup time from totally warm system must be efficient. The vendor should
	specify the cool down time of the system starting from room temperature.
(c)	A data for initial cooldown with log data files must be provided. Vendors may be
	asked for a demonstration during technical evaluation on in house given samples.
(d)	An integrated cryopump and vacuum gauge for controlling the sample environment
	is desired. High vacuum (≥10^(-6) Torr) in Sample chamber should be achievable
	preferably within 10 minutes. Data for High vacuum achieved with Log files has to
	be provided by the vendor.
(e)	Low temperature operations must be completely automated and user friendly.
	Vendors should specify their temperature control mechanism for achieving low
	temperature. An inefficient mechanism of temperature control through mechanical
	means is not preferred. Demonstration may be asked during technical evaluation.
(f)	All the pumps must be dry pumps and should completely be integrated with the
	system and software. Details of the pumps and vacuum fittings must be provided.
(g)	All communications on the system must either use a Universal Serial Bus (USB),
	Controller Area Network (CAN) or similar high speed and high-fidelity
	communications protocols.
2.	Magnet specifications:
(a)	Magnetic field of \pm 12 Tesla or more with a Magnet charging time of \leq 30 minutes for
	0 to 12T is required.
(b)	Magnetic Field ramping data with log data files at maximum possible ramping rate
	should be provided. Demonstration may be asked during technical evaluation.
(c)	The magnet charging or control modes should be completely software integrated. At
	the least, there should be no overshoot, linear, and oscillating mode. Vendor should
	provide data with log files for the magnetic field overshoot in the 'no overshoot'
	mode for field strengths of 1, 3 and 9 Tesla.
(d)	Magnetic field stability in constant magnetic field mode should be ≤ 5ppm/K. The
	vendor should provide the residual magnetic field data when the magnet is ramped

	down from 5 and 9 Tesla to zero field.					
(e)						
	provided.					
3.	Temperature Control specifications:					
(a)						
(a)	automated, low temperature operation of < 4.2 K for a continuous operation.					
(b)						
(0)						
	400 K to 1.9 K. The time required for a cooling down from 400 K to 1.9 K and vic versa should both be under 60 minutes. Provide supporting data with data file					
	Demonstration will be asked during technical evaluation.					
(c)	The system must be able to hold the measurement temperature within 0.1% in the					
(c)	temperature range below 20 K under applied magnetic fields of up to 12T and within					
	0.02% at temperatures of 20 K to 400 K. Demonstration will be asked during					
	technical evaluation.					
(4)	Provide temperature stability data with Log files at \leq 1.9 K at a magnetic field of \pm					
(u)	12 T. Data should be in temperature versus time format collected in the following					
	manner:					
	i. Set sample temperature to 1.9 K at zero-field					
	ii. Stabilize sample temperature at 1.9 K for 10 min					
	iii. Continuously ramp magnetic field to 12 T while recording the temperature					
	m. Continuously rump magnetic field to 12 1 white recording the temperature					
	The vendor should provide recorded data with log data files in a, clearly indicating					
	the steps as specified above. Vendors may be asked for a demonstration during					
	technical evaluation.					
(e)						
(-)	provided:					
	1. Start from 300 K and set temperature to 2K, move up to 400K and set again to					
	2K Repeat the above process for 5 cycles					
	2. Finally, once the system reached 2 K for the last time, ramp the field (as fast					
	as it could) to full field (12 T). Then, finally oscillate the field back to 0 T.					
4.	Measurement Options: (All measurement option should be quoted separately)					
I.	Thermal Transport:					
a)	Temperature range ≤2 K to 400K. Vendor should provide data for the supported					
	temperature range. Demonstration may be asked during technical evaluation.					
b)	Option should simultaneously measure a sample's thermal conductivity, Seebeck					
	coefficient, and electrical resistivity with a single sequence command.					
c)	Provide the measurement data & data files for any sample measurement from 1.9K					
	to 400K. Measurement must include Conductivity, Seebeck coefficient, resistivity					
	and calculated thermoelectric figure of merit.					
d)	Thermal conductance measurement accuracy: ± 5 % or better and dynamic range					
	should be 10 μ W/K - 1 mW/K for 2K measurements.					
e)	Typical accuracy of the Seebeck coefficient: ± 5 % or better					
f)	Seebeck coefficient measurement range: 1 μ V/K to 1 V/K or wider					
g)	At least 2 publications in internationally reputed journals (SCI) should be attached					
	in support of the Temperature range, accuracy, and resolution of Thermal					
	measurement by the quoted instrument.					
II.	Electrical Transport Measurement:					
a)	Temperature Range: 2 K to 400 K.					
b)	Provision for 4-wire & 2-wire resistivity and simultaneous Hall effect measurement					
	Page 64 of 82					

c)	Provision for measuring I-V characteristics and differential resistance measurement (dV/dI vs. I or dV/dI vs V)
d)	Two built-in independent sources and meters must be provided to make the two
	measurement channels truly independent.
e)	In addition to standard mode (4-wire resistance up 10 M Ω), there should be high
	impedance mode of 2 wire resistance measurement up to 5 G Ω .
f)	Resistance resolution: $10 \text{ n}\Omega\text{RMS}$.
g)	Resistivity Measurement range (four probe configuration) – 10 $\mu\Omega$ to 10 $M\Omega$ or better
1-)	
h)	Room temperature sample test platform to check contacts, etc.
i)	At least 5 publications in internationally reputed journals (SCI) should be attached in support of themeasurements and accuracy.
III.	Dilution Refrigerator for Sub-Kelvin measurements:
a)	Temperature Range: 50 mK to 4K. Provide supporting information to validate the
	supported temperature range. Demonstration may be asked during technical
	evaluation.
b)	Cool Down Time from 300K to 50 mK should be <8 hours. Vendor should provide
	cooldown data with log files.
c)	This option should be completely compatible with base system. Software user
	interface for temperature control, Sequences or commands should be identical to
	main system.
d)	All gas handling operations for dilution and evaporative cooling modes must be
,	fully automated.
e)	Temperature stability of Dilution Refrigerator must be $\pm 0.2\%$ or better.
f)	At least 3 publications in internationally reputed journals (SCI) should be attached
	in support of Dilution refrigerator measurement from 50 mK to 4 K by the quoted
	instrument.
IV.	Sub-Kelvin Electrical Transport measurement:
a)	Resistivity measurement operational Temperature Range: 50 mK to 4K. Provide
	supporting information to validate the supported temperature range with Electrical
	transport. Demonstration may be asked during technical evaluation.
b)	Electrical transport measurement data for any sample from 50 mK temperature
	range should be provided along with log data files.
V.	Cryo-FMR Measurement option (Optional Item- to be quoted separately)
a)	Vendors should quote for low temperature FMR Insert with In-plane, out of plane
	Sample holders and all the accessories.
b)	The probe must be compatible with existing room temperature FMR Spectrometer
	Model PhaseFMR 18 from NanOsc Instruments AB
c)	The optionshould allow FMR measurements from 5K to 400 K and up to 9T field.
d)	System software interface for Calculation the effective magnetization, anisotropy,
	gyromagnetic ratio, damping and inhomogeneous broadening should be included.
e)	There should be provision for inverse spin Hall effect measurement in future.
f)	At least 2 publications in internationally reputed journals (SCI) should be attached
	in support of Low temperatureFMR measurement by the quoted system.
5.	Data acquisition and analysis:
a)	Licensed Windows based operating software and computer control system
	compatible with all measurement options.
b)	All measurements should be fully automated. The software shall control all aspects
	of the instrument's electronics, hardware, gas handling, and data acquisition. The

	software should include a comprehensive sequence editor for setting up unattended			
	measurement runs. Each user must be able to set their own measurement sequences			
	and data files so experimental set-ups and data are safe on a multi-user system.			
6.	Future Upgrades:			
0.	The system must have configuration to add other measurement options such as			
	Heat Capacity, VSM, AC Susceptibility, Torque Magnetometry, Thermal expansion			
	measurements like Dilatometer, etc. in field. Supporting data sheets may be attached			
	for the same.			
7.	Optional Items (to be quoted separately) : Procurement of optional Items will depend on the			
2)	availability of funds Water Chiller Unit: A high-quality water chiller unit with a suitable capacity for			
a)	trouble-free continuous running of the main system should be offered.			
b)	UPS: A suitable UPS system with sufficient capacity for main system as well as			
	chiller unit with compressor should be included in the offer.			
c)	Wire Bonder: Vendors should quote high-quality Wire Bonder offering following			
	features/specifications:			
	Should perform ball, wedge bonding (Ultrasonic as well as thermo sonic)			
	Should handle various wire materials such as gold, aluminum etc with			
	diameters ranging from 0.7 mil to 3.0 mil.			
8.	Other Details:			
1)	The requested data along with data files should be send within the tender deadline			
,	date to incharge.cif@itbhu.ac.in. & office.cif@itbhu.ac.in.			
2)	Vendor must provide the detail specifications in the compliance statement with			
	respect to each technical specification in the tender document duly supported by the			
	manufacturer's literature and published papers.			
3)				
	not be accepted.			
4)	Warranty: Minimum 1 year warranty and 2 years of service warranty from the date			
	of installation.			
	In case, the machine is down for more than 1 week during the warranty period, number of days			
	accordingly should be compensated by providing additional extended warranty free of cost.			
5)	The offer must be supported with the measurement data and published papers in			
	support of all claimed specifications.			
6)	Technical evaluation may include demonstration to verify functionalities and			
	capabilities of the system quoted. Institute would also ask for measurements on the			
	in-house Samples, if required, and vendors will be provided 3 weeks' time for the			
	same.			
7)	List of similar items installed during last five years in India with Contact person			
	name, address and phone number, email id must be specified. The vendor should			
	preferably have supplied and installed at least 20 similar pieces of equipment in last			

Other Terms

five years.

- 1. All equipment must be compatible with Indian electrical standards and codes. Engineering documentation on the physical sizes and weights of all major and minor components must be submitted.
- 2. The Institute reserves the right of accepting or rejecting any/all quotations without assigning any reason thereof.

- 3. All prices should be **DPU** (Delivered at Place Unloaded) Central Instrument Facility (CIF), Indian Institute of Technology (BHU), Varanasi.
- 4. Installation by Factory Trained Service Engineer is mandatory.
- 5. The bidder must submit a certificate on their letter pad clearly stating that they have not quoted lower rate to any government organization/ PSU/ autonomous bodies/ IITs/NITs etc. what they have quoted for IIT (BHU) against this tender. Please note that if at any point of time it is found that the submitted certificate is falsified the bid will be rejected.
- 6. Price of the facility should be quoted in BoQ Currencies (Indian Rupees/USD/EURO).
- 7. Customs clearance at the port of entry shall be the responsibility of the supplier. IIT (BHU) will provide the duty exemption certificate (if applicable) and make customs duty payment directly to the Customs Department upon receipt of BoE, challan, and relevant documents.
- 8. **Penalty:** A penalty of 1% of the order value will be applied for late delivery of the goods for each week thereof subject to a maximum of 10%.
- 9. **Bank Guarantee (BG):** Successful bidder have to furnish **03**% of the order value as a performance security in the shape of Fixed Deposit Receipt / Bank Guarantee in favour of the Registrar, Indian Institute of Technology (BHU) Varanasi which will be valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. Fixed Deposit Receipt / Bank Guarantee should be issued from a schedule bank in India. Bank guarantee is only applicable for the Supplier who will get the Award of Contract and will submit at the time of installation of the instrument.
- 10. **For indigenous supply:** The payment shall be made 100% payment against Supply, Installation and Commissioning and submission of satisfactory PBG.
 - **For imports:** 100% payment shall be made through Letter of Credit. Out of this, 80% payment will be released against the invoice, inspection certificate, shipping documents & other required documents as per LC and remaining 20% payment will be released after receiving of materials at IIT (BHU), their successful installation, acceptance of machine & submission of PBG by bidder and its confirmation from the Bank.
- 11. The bidder must be authorized by the respective OEM to supply, install and maintain the system. The Tender should be enclosed with proper certifications like **Authorization Certificate and Proprietary Certificate**, in case of Proprietary items.
- 12. The vendor to provide compliance statement with respect to each technical specification in the tender document duly supported by the manufacturer's literature. Any other claim will not be accepted and may lead to rejection of the bid.
- 13. Technical evaluation by the Institute may include demonstration to verify functionalities and capabilities of the system quoted.

Professor In-charge Central instrument Facility (CIF) Indian Institute of Technology (BHU) Varanasi-221005, Uttar Pradesh, India

TECHNICAL COMPLIANCE STATEMENT

(To be submitted by bidder duly filled)

S1 No.	Technical Specification	Complaiance (Yes/No)
1.	System Basic requirements	
(a)	The system should be completely cryogen-free. Vendor should specify the amount of He Gas required for the initial cooldown.	
(b)	System startup time from totally warm system must be efficient. The vendor should specify the cool down time of the system starting from room temperature.	
(c)	A data for initial cooldown with log data files must be provided. Vendors may be asked for a demonstration during technical evaluation on in house given samples.	
(d)	An integrated cryopump and vacuum gauge for controlling the sample environment is desired. High vacuum (≥10^(-6) Torr) in Sample chamber should be achievable preferably within 10 minutes. Data for High vacuum achieved with Log files has to be provided by the vendor.	
(e)	Low temperature operations must be completely automated and user friendly. Vendors should specify their temperature control mechanism for achieving low temperature. An inefficient mechanism of temperature control through mechanical means is not preferred. Demonstration may be asked during technical evaluation.	
(f)	All the pumps must be dry pumps and should completely be integrated with the system and software. Details of the pumps and vacuum fittings must be provided.	
(g)	All communications on the system must either use a Universal Serial Bus (USB), Controller Area Network (CAN) or similar high speed and high-fidelity communications protocols.	
2.	Magnet specifications:	
(a)	Magnetic field of \pm 12 Tesla or more with a Magnet charging time of \leq 30 minutes for 0 to 12T is required.	
(b)	Magnetic Field ramping data with log data files at maximum possible ramping rate should be provided. Demonstration may be asked during technical evaluation.	
(c)	The magnet charging or control modes should be completely software integrated. At the least, there should be no overshoot, linear, and oscillating mode. Vendor should provide data with log files for the magnetic field overshoot in the 'no overshoot' mode for field strengths of 1, 3 and 9 Tesla.	
(d)	Magnetic field stability in constant magnetic field mode should be ≤ 5ppm/K. The vendor should provide the residual magnetic field data when the magnet is ramped down from 5 and 9 Tesla to zero field.	
(e)	The axial field homogeneity around the sample over a distance of +/- 4 cm should be provided.	
3.	Temperature Control specifications:	
(a)	System must achieve quick and precise temperature control. It should	

	offer fully automated, low temperature operation of < 4.2 K for a	
	continuous operation.	
(b)	A fully automated cooling & warm up operation should be possible in	
	the range of 400 K to 1.9 K. The time required for a cooling down from	
	400 K to 1.9 K and vice-versa should both be under 60 minutes.	
	Provide supporting data with data files. Demonstration will be asked	
	during technical evaluation.	
(c)	The system must be able to hold the measurement temperature within	
	0.1% in the temperature range below 20 K under applied magnetic	
	fields of up to 12T and within 0.02% at temperatures of 20 K to 400 K.	
(L)	Demonstration will be asked during technical evaluation.	
(d)	Provide temperature stability data with Log files at ≤ 1.9 K at a	
	magnetic field of ± 12 T. Data should be in temperature versus time	
	format collected in the following manner: iv. Set sample temperature to 1.9 K at zero-field	
	v. Stabilize sample temperature at 1.9 K for 10 min	
	vi. Continuously ramp magnetic field to 12 T while recording the	
	temperature	
	10	
	The vendor should provide recorded data with log data files in a,	
	clearly indicating the steps as specified above. Vendors may be asked	
	for a demonstration during technical evaluation.	
(e)	Data of thermal cycling with Log data files in the following steps	
	should be provided:	
	3. Start from 300 K and set temperature to 2K, move up to 400K	
	and set again to 2K Repeat the above process for 5 cycles	
	4. Finally, once the system reached 2 K for the last time, ramp the	
	field (as fast as it could) to full field (12 T). Then, finally	
	oscillate the field back to 0 T.	
4.	Measurement Options: (All measurement option should be quoted	
т	separately)	
I.	Thermal Transport:	
a)	Temperature range ≤2 K to 400K. Vendor should provide data for the	
	supported temperature range. Demonstration may be asked during technical evaluation.	
b)	Option should simultaneously measure a sample's thermal	
	conductivity, Seebeck coefficient, and electrical resistivity with a single	
	sequence command.	
c)	Provide the measurement data & data files for any sample	
	measurement from 1.9K to 400K. Measurement must include	
	Conductivity, Seebeck coefficient, resistivity and calculated	
	thermoelectric figure of merit.	
d)	Thermal conductance measurement accuracy: ± 5 % or better and	
	dynamic range should be 10 μW/K - 1 mW/K for 2K measurements.	
e)	Typical accuracy of the Seebeck coefficient: ± 5 % or better	
f)	Seebeck coefficient measurement range: 1 µV/K to 1 V/K or wider	
g)	At least 2 publications in internationally reputed journals (SCI) should	
	be attached in support of the Temperature range, accuracy, and	
	resolution of Thermal measurement by the quoted instrument.	

II.	Electrical Transport Measurement:	
a)	Temperature Range: 2 K to 400 K.	
b)	Provision for 4-wire & 2-wire resistivity and simultaneous Hall effect	
	measurement	
c)	Provision for measuring I-V characteristics and differential resistance	
	measurement (dV/dI vs. I or dV/dI vs V)	
d)	Two built-in independent sources and meters must be provided to	
	make the two measurement channels truly independent.	
e)	In addition to standard mode (4-wire resistance up 10 M Ω), there	
	should be high impedance mode of 2 wire resistance measurement up	
	to 5 GΩ.	
f)	Resistance resolution: $10 \text{ n}\Omega\text{RMS}$.	
g)	Resistivity Measurement range (four probe configuration) – 10 $\mu\Omega$ to	
	$10 \text{ M}\Omega$ or better	
h)	Room temperature sample test platform to check contacts, etc.	
i)	At least 5 publications in internationally reputed journals (SCI) should	
	be attached in support of themeasurements and accuracy.	
III.	Dilution Refrigerator for Sub-Kelvin measurements:	
a)	Temperature Range: 50 mK to 4K. Provide supporting information to	
	validate the supported temperature range. Demonstration may be	
• •	asked during technical evaluation.	
b)	Cool Down Time from 300K to 50 mK should be <8 hours. Vendor	
	should provide cooldown data with log files.	
c)	This option should be completely compatible with base system.	
	Software user interface for temperature control, Sequences or	
4)	commands should be identical to main system.	
d)	All gas handling operations for dilution and evaporative cooling modes must be fully automated.	
e)	Temperature stability of Dilution Refrigerator must be $\pm 0.2\%$ or better.	
f)	At least 3 publications in internationally reputed journals (SCI) should	
1)	be attached in support of Dilution refrigerator measurement from 50	
	mK to 4 K by the quoted instrument.	
IV.	Sub-Kelvin Electrical Transport measurement:	
a)	Resistivity measurement operational Temperature Range: 50 mK to	
	4K. Provide supporting information to validate the supported	
	temperature range with Electrical transport. Demonstration may be	
	asked during technical evaluation.	
b)	Electrical transport measurement data for any sample from 50 mK	
	temperature range should be provided along with log data files.	
V.	Cryo-FMR Measurement option (Optional Item- to be quoted	
	separately)	
a)	Vendors should quote for low temperature FMR Insert with In-plane,	
	out of plane Sample holders and all the accessories.	
b)	The probe must be compatible with existing room temperature FMR	
	Spectrometer Model PhaseFMR 18 from NanOsc Instruments AB	
c)	The optionshould allow FMR measurements from 5K to 400 K and up	
	to 9T field.	
d)	System software interface for Calculation the effective magnetization,	
	anisotropy, gyromagnetic ratio, damping and inhomogeneous	

	broadening should be included.						
e)	There should be provision for inverse spin Hall effect measurement in						
	future.						
f)	At least 2 publications in internationally reputed journals (SCI) should						
	be attached in support of Low temperatureFMR measurement by the						
	quoted system.						
5.	Data acquisition and analysis:						
a)	Licensed Windows based operating software and computer control						
	system compatible with all measurement options.						
b)	All measurements should be fully automated. The software shall						
	control all aspects of the instrument's electronics, hardware, gas						
	handling, and data acquisition. The software should include a						
	comprehensive sequence editor for setting up unattended						
	measurement runs. Each user must be able to set their own						
	measurement sequences and data files so experimental set-ups and						
	data are safe on a multi-user system.						
6.	Future Upgrades:						
	The system must have configuration to add other measurement						
	options such as Heat Capacity, VSM, AC Susceptibility, Torque						
	Magnetometry, Thermal expansion measurements like Dilatometer,						
-	etc. in field. Supporting data sheets may be attached for the same. Optional Items (to be quoted separately): Procurement of optional Items will						
7.	depend on the availability of funds						
a)	Water Chiller Unit: A high-quality water chiller unit with a suitable						
	capacity for trouble-free continuous running of the main system						
	should be offered.						
b)	UPS: A suitable UPS system with sufficient capacity for main system						
	as well as chiller unit with compressor should be included in the offer.						
c)	Wire Bonder: Vendors should quote high-quality Wire Bonder						
	offering following features/specifications:						
	Should perform ball, wedge bonding (Ultrasonic as well as thermo						
	sonic)						
	Should handle various wire materials such as gold, aluminum etc						
0	with diameters ranging from 0.7 mil to 3.0 mil.						
8.	Other Details:						
1)	The requested data along with data files should be send within the tender deadline date to incharge.cif@itbhu.ac.in. &						
	tender deadline date to <u>incharge.cif@itbhu.ac.in</u> . & office.cif@itbhu.ac.in.						
2)	Vendor must provide the detail specifications in the compliance						
2)	statement with respect to each technical specification in the tender						
	document duly supported by the manufacturer's literature and						
	published papers.						
3)	Mere saying 'Yes' to compliance sheet without supporting data,						
-,	measurement will not be accepted.						
4)	Warranty: Minimum 1 year warranty and 2 years of service warranty						
	from the date of installation.						
	In case, the machine is down for more than 1 week during the warranty period,						
	number of days accordingly should be compensated by providing additional extended warranty free of cost.						
	CALLINGER WAITAIN THE OF COST.						

5)	The offer must be supported with the measurement data and	
	published papers in support of all claimed specifications.	
6)	Technical evaluation may include demonstration to verify	
	functionalities and capabilities of the system quoted. Institute would	
	also ask for measurements on the in-house Samples, if required, and	
	vendors will be provided 3 weeks' time for the same.	
7)	List of similar items installed during last five years in India with	
	Contact person name, address and phone number, email id must be	
	specified. The vendor should preferably have supplied and installed at	
	least 20 similar pieces of equipment in last five years.	

Signature of the Authorized Official with Seal

SECTION 9

PREVIOUS SIMILAR ORDER EXECUTED

Please quote best minimum prices applicable for a premier Educational and Research Institution. The party must give details of purchase orders identical or similar equipment supplied to any IITs/NITs/Govt. R&D Organization/Govt. Offices/PSU/Govt. Funded Universities/Govt. Funded Autonomous Bodies/Govt. bodies as per below Format in last financial year (to be enclosed in Price Bid / Commercial Bid) along with the final price paid and details are mandatory.

Order	Order	Description	Value	Date of	Remarks	Has the	Contact
placed by	No. and	and	of	completion	indicating	Equipment	Person
(Full	Date	quantity of	Order	of delivery	reasons for late	being	along
address of		ordered		as per	delivery, if any	installed	with
Purchaser)		equipment		contract	and	satisfactorily	Telephone
					justification for	(Attach a	No.,
					price	Certificate	Fax No.
					difference of	from	and e-
					their	the	mail
					supply order &	Purchaser/	address.
					those	Consigner)	
					quoted to us		
/1/' 11	1 (1	· · ·		1 1	1	•	

(Kindly enclose the scan copy of aforementioned purchase orders)

Name of the Firm _____

Details of Technical Expert

ame of the organization	Name of Contact Person	Contact No.

BID SUBMISSION

Online Bid Submission

The Online bids (complete in all respect) must be uploaded online in **two covers** as explained below:

Cover - 1					
S.	Document	Content			
No.			Type		
1		Technical Compliance Sheet, Bidder information form	.pdf		
2		Organization Declaration Sheet, Compliance sheets for Essential Pre-Bid Criteria	.pdf		
3		Checklist, Tender Acceptance, Tender Form, Annexure I, etc.	.pdf		
4	Technical Bid	List of organizations/clients where similar products have been supplied (in last financial year) along with their contact number(s). (Annexure III)	.pdf		
5		Technical supporting documents in support of all claims made at Annexure I	.pdf		
6		EMD and Tender fee submission proof	.pdf		
7		Brochure of quoted product and other documents, if any	.pdf		
8		Other Documents, if any which are not covered above	.pdf		
		Cover - 2			
S.	Document	Content	File		
No.		Content	Type		
1		Duly filled and signed Tender Form (Price Bid)	.pdf		
2	Price Bid	Duly signed BOQ	.pdf		
3		BOQ in .xls Format	.xls/ .xlsx		

ORIGINAL EQUIPMENT MANUFACTURER (OEM)

<u>Manufacturing Authorization Form (MAF)</u> (On Letter Head of Manufacturer)

Tender No.:
To, Professor In-charge
Central Instrument Facility (CIF) Indian Institute of Technology (BHU) Varanasi
Varanasi-221005, Uttar Pradesh, India
Dear Sir,
We manufacturer of original equipment at
Yours Faithfully,
(Name) (Name & Seal of Manufactures)

Note:

- 1. Items of indigenous nature or quoted in INR, more than 1 authorized representative may participate in the same tender and submit their bids on behalf of their OEM/Principal/Manufacturer if the OEM permits more than one authorized bidder in such case as per their policy.
- 2. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.
- 3. The letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The same should be included by the bidder in its techno-commercial unpriced bid.

(to be submitted on the letterhead of Company)

UNDERTAKING FOR LIVE VIDEO DEMONSTRATION

To, Professor In-charge Central Instrument Facility (CIF) Indian Institute of Technology (BHU) Varanasi Varanasi-221005, Uttar Pradesh, India

(Signature of the Bidder, with Official Seal)

We, M/s
VIDEO demonstration for the quoted product
will be given by our company as and when asked by the purchase committee, IIT
(BHU) during the technical evaluation process.
Yours faithfully,

PRE-CONTRACT INTEGRITY PACT

General This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of ____ 2025, between, on one hand, the President of India, acting through Shri _____, designation of the officer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (name of the Stores/ Equipment/ Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

- 3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3. BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
- 3.4. BIDDERs shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 Whil	le submitting commercial bid, the BIDDER shall deposit an amount	as specified in the
RFP	as Earnest Money/Security Deposit, with the BUYER through any of the following	ng instruments:
(i) B	ank Draft or a Pay Order in favour of	
(ii) A	confirmed guarantee by an Indian Nationalized Bank, promising payment of the	e guaranteed sum
to	the BUYER on demand within three working days without any demur whatso	pever and without
se	beking any reasons whatsoever. The demand for payment by the BUYER sl	nall be treated as
cc	onclusive proof of payment.	

- (iii) Any other mode or through any other instrument, as stated in RFP.
- 5.2 The Earnest Money / Security Deposit shall be valid up-to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
 - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with the Central Vigilance Commission.

Shri Rajiv Kumar Srivastava, IFoS (Retd.)	Email: rksifs@gmail.com
Shri Rajiva Ranjan Verma, IPS (Retd.)	Email: rajivaranjanin@yahoo.co.in

- 8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the Foreign Secretary, Ministry of External Affairs, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts

of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at		on
BUYER		BIDDER
Name of the Officer		CHIEF EXECUTIVE OFFICER
Designation		
Department/Ministry/PSU		
Witness		Witness
I	1.	
·		
2.	2	

END	
END	

^{*} Provision of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.