



HARISH-CHANDRA RESEARCH INSTITUTE

(Department of Atomic Energy, Government of India)
Chhatnag Road, Jhunsi, Prayagraj (Allahabad) - 211 019
Phone: 0532-2274382
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Competitive Bidding for the procurement of Scientific Equipment for Physics Laboratory

BID REFERENCE No. : HRI/03/2019 dated 07 Feb 2019

LAST DATE AND TIME FOR
SUBMISSION OF BIDS : 28 Feb 2019 UPTO 03:00 PM

DATE AND TIME OF OPENING
OF BIDS : 28 Feb 2019 at 03:30 PM

PLACE OF OPENING OF BIDS : Harish-Chandra Research Institute
Chhatnag Road, Jhunsi,
Prayagraj (Allahabad) - 211019

The dates for submission and opening of the tender mentioned above are final. In case some other dates for these are mentioned elsewhere in the tender document shall prevail over them.

ADDRESS FOR COMMUNICATION : Stores & Purchase Officer
Harish-Chandra Research Institute
Chhatnag Road, Jhunsi, Prayagraj (Allahabad) – 211019

For any communication regarding this tender, kindly mention Bid Reference No i.e. **HRI/03/2019 dated 07 Feb 2019** on the main envelop of the correspondence

EARNEST MONEY DEPOSIT (EMD) : Rs.7,000.00 (Rupees Seven Thousand only)

This Document Contains – 50 Pages

It will be the responsibility of the bidders to check website <http://www.hri.res.in> for any amendment through corrigendum in the tender document. In case of any amendment, bidders will have to incorporate the amendments in their bid accordingly. No separate corrigendum will be published in the newspapers. Therefore, interested bidders need to visit the HRI web site on a regular basis for updates.

Tender Document Price: Rs. 300.00

If the tender is downloaded from our website, the tender document fees of Rs.300.00 should be submitted in the form of a Bank Draft in favor of Harish-Chandra Research Institute, Prayagraj (Allahabad) along with the Technical Bid. The tender may also be purchased from Account Office, HRI, Prayagraj (Allahabad) by depositing Rs. 300.00.

.....sd.....
Seal & Signature of Registrar



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NIT No.: HRI/03/2019 dated 07 Feb 2019

Harish-Chandra Research Institute (HRI), Prayagraj (Allahabad), an autonomous Institute of Department of Atomic Energy, Government of India. HRI, Prayagraj (Allahabad) would like to procure the Lab Equipment for Physics Laboratory as per Section-III(c) of the tender document.

Detailed advertisement is available on our website <http://www.hri.res.in>. Any further amendments etc. shall only be published on our website so please check website regularly for update if any.

Last date for submission of Bids on 28 Feb 2019 upto 03:00 PM.

.....sd.....
Registrar, HRI, Prayagraj
(Allahabad)



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INVITATION FOR BIDS (ITB)

This invitation for bids is for supplying laboratory equipment's for a Physics Laboratory at Harish-Chandra Research Institute, Chhatnag Road, Jhunsi, Prayagraj (Allahabad) – 211019 (U.P.) (hereinafter refer to as 'HRI') as specified in this document.

1. Bidders are advised to study the Tender Document carefully. Submission of bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the Tender Document with full understanding of its implications. For any wrong interpretation of any clause/provision of the tender by the bidder, the Institute shall not be responsible.
2. The bids prepared in accordance with the procedures enumerated in Clause 15 of ITB Section-I should be submitted within stipulated period in Harish-Chandra Research Institute, Prayagraj (Allahabad).
3. The tender document will also be available at Institute website <http://www.hri.res.in/>. Interested bidders may view, download the bidding document and submit their bid within stipulated date and time mentioned in this document and as under. With the downloaded document, tender fee in the form of Bank Draft/Banker's Cheque shall be submitted by the bidders.

(a)	Availability of tender document on website	08 Feb 2019
(b)	Last date and time for submission of Bids	28 Feb 2019 upto 03:00 PM
(c)	Technical bids opening date & time	28 Feb 2019 at 03:30 PM
(d)	Financial bids opening date & time (Only of technically qualified bidders)	Bidders shall be communicated through email / letter or at the time of opening of Technical Bid
(e)	Submission of Tender	<ul style="list-style-type: none">• Both Technical Bid & Price Bid should be in separate cover with specification on the cover as "Technical Bid" & "Commercial Bid" as the case may be.• Both the independent covers should be placed in one big cover and sealed with the superscription on the left hand side OPEN TENDER FOR SUPPLY OF "Physics Lab Equipment" due on 28 Feb 2019 at 03:30 PM. Document submitted without this caption may create confusion or mis-placement of the document. For any such eventuality, the bidder shall be solely responsible.• The tender cover should be sent to:- REGISTRAR Harish-Chandra Research Institute, Chhatnag Road, Jhunsi, Prayagraj (Allahabad) (UP) – 211 019.



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(f)	<i>The institute shall not be responsible for the late receipt of tender on account of postal or any other delay</i>	
(g)	Venue of opening of technical & financial bids	Conference Room, Harish-Chandra Research Institute Chhatnag Road, Jhunsi Prayagraj (Allahabad)- 211019
(h)	Cost of bidding document (Tender Fee)	Rs. 300.00 (Rupees Three Hundred only)
(h)	Bid Security (Earnest Money Deposit)	Rs. 7,000.00 (Rupees Seven Thousand only)

1. The bidders need to submit the cost of bidding document as stated in the above table in Cash or Banker Cheque or Draft in favor of Harish-Chandra Research Institute, Prayagraj (Allahabad) in the Account Office before last date and time of submission of bids. In case tender document is downloaded from the website, the cost of tender document i.e. Rs. 300/- (Rupees Three Hundred only) shall be deposited in the form of Banker's Cheque/Draft (to be attached with 'Technical Bid' and not with 'Commercial Bid') in favor of Harish-Chandra Research Institute, Prayagraj (Allahabad) along with the bid. Non-submission of this shall lead to cancellation of the particular bid i.e. that bid shall not be considered.).
2. The bidder should quote a consolidated price for a given module i.e. consolidated bid quote for all equipment of a particular module). The bidder may choose to bid for any or all of the modules i.e. bidding for all the modules is not mandatory.
3. All bids must be accompanied by a Bid Security/Earnest Money Deposit (EMD) as defined in this document in the form of Demand Draft/ Banker's Cheque in favour of Harish-Chandra Research Institute, Prayagraj (Allahabad).
4. For any general queries, the Bidders may contact Stores & Purchase Officer, HRI during working hours (Email: yashpal@hri.res.in Telephone No. 0532 2274382) of the Institute. For any technical clarifications, Bidders may contact Prof Dileep Jatkar, HRI during working hours (Email: dileep@hri.res.in Telephone No. 0532 2274322) may be contacted.
5. The bids will be opened on specified date and time in the presence of bidder's representatives, who choose to attend, at the venue, date and time mentioned in the above table.
6. HRI reserves the right to cancel any or all the bids/annul the bidding process without assigning any reason thereof.
7. In the event of date specified for bids opening being declared a holiday for Tendering Authority's office i.e. HRI, then the due date for opening of bids shall be the following working day at the earlier scheduled time.
8. Bids which are not **submitted** within prescribed date and time shall not be considered and shall be out rightly rejected.



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SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

(A) THE BIDDING DOCUMENTS

1 Cost of Bid:

- a) The Bidder shall bear all costs associated with the preparation and submission of its bid and Harish-Chandra Research Institute, Prayagraj (Allahabad) hereinafter referred to as "HRI", will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- b) This tender document is available on the web site "<http://www.hri.res.in/>" to enable the bidders to view, download the bidding document and submit their bids up to the last date and time mentioned in tender notice/tender document. The bidders shall have to pay the required tender document fee in cash/banker's cheque/draft payable Harish-Chandra Research Institute (before last date and time of submission of bids) or through Demand Draft or Banker's Cheque payable in favor of Harish-Chandra Research Institute (in case bid document is downloaded from the website, it should be submitted along with the technical bid). This tender document fee is non-refundable and non-adjustable.

2 Contents of Bidding Documents:

- 2.1 The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the bidding documents. The bidding documents include:
 - (a) Invitation for Bids
 - (b) Section I : Instruction to Bidders (ITB);
 - (c) Section II : Conditions of Contract (CC);
 - (d) Section III : Technical Bid;
 - (e) Section IV : Financial/Commercial Bid (the words Financial Bid or Commercial Bid mentioned in the bid documents at various places shall have the same meaning);
- 2.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of his bid.

3 Clarification of Bidding Documents:

A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 7 (seven) days prior to the date of opening of the Bids.

4 Amendment of Bidding Documents:

- 4.1 At any time prior to the deadline for submission of bids, HRI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by amendments. Such amendments shall be posted / uploaded on the Institute website <http://www.hri.res.in/> through corrigendum/addendum etc. and shall form an integral part of bid document. The relevant clauses of the bid document shall be treated as amended accordingly.
- 4.2 It shall be the sole responsibility of the prospective bidder(s) to check the web site <http://www.hri.res.in/> from time to time for any amendment(s) / clarification in the tender document. In case of failure to get the amendments/addendum etc, if any, HRI shall not be responsible.
- 4.3 In order to allow prospective bidder(s) a reasonable time to take the amendment into account in preparing their bids, HRI, at its discretion, may extend the deadline for the submission of bids. Such extensions shall be posted/up-loaded on the Institute website <http://www.hri.res.in/>.



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(B) PREPARATION OF BIDS

5 Language of Bid:

- 5.1 The bid prepared by the Bidder shall be in English language. However the correspondence and documents relating to the bid exchanged by the Bidder and HRI shall be written either in Hindi or English language. The correspondence and documents in Hindi (in case of email) must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the bid.

6 Documents Constituting the Bid:

- 6.1 The bid prepared by the Bidder shall comprise the following components:

(a) **Technical Bid** - Technical Bid will comprise of :

- (i) **Fee Details** –Ernest Money Deposit/Bid Security (EMD) to be furnished in accordance with ITB Clause 12.
- (ii) **Qualification Details** – includes copies of required documents as per ITB Clauses 10 and 11 justifying that Bidder is qualified to perform/execute the contract if their bid is accepted and the bidder has financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract and that the goods and ancillary services to be supplied by the Bidder conform to the bidding documents and Technical Specifications.
- (iii) **Bid Form** – As per Section-III (A) of tender document justifying that the bidder is complying with all the conditions of the Contract and Technical Specifications of the Bidding Document.
- (iv) **Technical Specification Details** –Technical Specifications as per Section-III(C) of tender. The technical offer should not contain any price information. The disclosure of prices anywhere in the bid except in 'Commercial Bid' may lead to disqualification. The Technical Bid must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. Please indicate page numbers on your quotation e.g. if the quotation is containing 25 Pages, please indicate as 1/25, 2/25, 3/25,..... 25/25.
- (v) **Certificates** : Copy of **GSTIN** / LST/CST/WCT No. PAN No. and TIN No. etc. issued by the concerned/competent authority should be attached. `

(b) **Financial Bid** – Financial Bid will comprise of:

- (i) **Bid Form** –Bid Form as per Section-IV(A) of tender document.
- (ii) **Price Schedule**–
 - Price schedule complete in all respects with proper seal and signature of authorized person.
 - Cost of all the items should be mentioned clearly and individually in the Commercial Offer (SECTION IV (B): PRICE SCHEDULE) **only**.
 - The Bidders are requested to quote for Educational Institutional Price for Equipment and software.
 - The price quoted shall be considered firm and no price escalation will be permitted.



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6.2 **For submission of bids, the two-bid system should be followed for this tender:-**

The bidder must submit their offer in two separate sealed envelopes. Both the technical bid and commercial bid envelopes should be securely sealed and stamped separately and clearly marked as **“Envelope No.1 - Technical Bid”** and **“Envelope No. 2 - Commercial Bid”** respectively. Both the sealed envelopes should be placed in a third larger envelope. All the three envelopes should be sealed properly. The main envelope which will contain both the bids

i.e. ‘Technical Bid’ and ‘Financial Bid’ should be super scribed as following:-

(a) OPEN TENDER FOR SUPPLY OF “PHYSICS LABORATORY EQUIPMENT”

(b) Bid Reference No. : HRI/03/2019 dated 07 Feb 2019

(c) Last Date and Time for Submission : **28 Feb 2019 up to 03:00 PM**

(d) The tender should be sent/submitted to:-

The Registrar,
Harish-Chandra Research Institute (HRI)
Chhatnag Road, Jhunsi,
Prayagraj (Allahabad) - 211 019, India

Non adherence of the above may lead to rejection of the bid.

- The authorized person who signs the tender is required to indicate his e-mail ID, mobile No. and also general e-mail ID for easy and faster communication.
- Tender should be submitted in Arrack Sealed Cover (Sealing Wax). The quotation should be neatly typed or handwritten in the space provided on the tender document of HRI. In case of less space availability on the tender form, separate sheet may be attached but reference should be given on the relevant part of the main body of the tender document. Quotes given by the tenderers in their own format/letter heads may be rejected.
- ***The tender should be sent either by REGISTER POST/SPEED POST or THROUGH MESSENGER. In case the tender is sent through the messenger, the same has to be dropped in the tender box marked as ‘Store & Purchase’ kept for this purpose in Registrar’s Office, Administrative Building, HRI Campus, Chhatnag Road, Jhunsi, Prayagraj (Allahabad) – 211019 (Phone No 0532-2274340)***

7 Bid Form (in Commercial/Financial Bid) :

- 7.1 The Bidder shall complete the Bid Form and the appropriate Financial/Commercial Bid (Price Schedule) furnished in the bidding documents, including the goods to be supplied, their quantities and prices in the format given in the bidding document Section-IV(B).

8 Bid Price:

- 8.1 The Bidder shall quote prices separately in Financial Bid Form of each item in the specified places for all the goods mentioned in Section III(C) of Technical Specifications. The unit prices quoted shall be with comprehensive warranty of all the equipment as asked in the Section III(C) for each module/equipment and keeping in view of optional warranty for subsequent years.



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8.2 Bid price of each item (Unit Price) indicated on the Price Schedule as mentioned in Para 8.1 above, shall include all the cost till successful installation & commissioning at HRI for all the items specified in the schedule of requirement and onsite comprehensive warranty maintenance. It should also include packing, forwarding, loading and unloading, freight up to HRI, Prayagraj (Allahabad), transit insurance up to HRI and other statutory levies, Prayagraj (Allahabad). The percentage of tax etc. included in the price should be indicated in clear terms. If the inclusive price is not given, offered rate shall be treated as inclusive rate and bids comparison shall be done accordingly and the bidder shall be bound to accept this.

8.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and shall be rejected.

8.4 **Institute can provide following documents:**

(a) Road Permit (form 38) / e way bill or equivalent whichever is applicable for goods entering in U.P.

8.5 HRI will not pay separately for transit Insurance and any demurrage towards this procurement.

9 Bid Currencies:

Prices shall be quoted in Indian Rupees (INR) only.

10 Documents Establishing Bidder's Qualification:

10.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its Technical Bid, documents establishing the Bidder's qualification to perform the Contract if its bid is accepted. The documentary evidence should be submitted by the bidder with the Technical Bid.

10.2 The documentary evidence of Bidder's qualification to perform the Contract if its bid is accepted shall be as per Qualification Requirements specified in Section III (D) of tender document.

11 Documents Establishing Goods' Conformity to Bidding Documents:

11.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

11.2 The documentary evidence of conformity of the goods and services to the bidding documents shall consist of:

- (a) The brochures/leaflets/the document downloaded from the internet site of the OEM of the goods offered in support of the technical specifications asked in the tender.
- (b) An item-by-item commentary on Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications;
- (c) A confirmation that, if the Bidder offers equipment and/or associated software manufactured by another company, such software operates effectively for the equipment offered by the Bidder; and the Bidder is willing to accept responsibility for its successful operations.
- (d) A confirmation that the Bidder is either the owner of intellectual Property Rights in the hardware and the software items offered, or that it has proper authorization from the owner to offer them. Willful misrepresentation of these facts shall lead to the cancellation of the bid/ contract without prejudice of other remedies that HRI may take.



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12 **EMD (Earnest Money Deposit)/BID Security:**

12.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its bid, a bid security/ EMD as stated in Section III in the form of a Bank Draft/Pay Order in favor of Harish-Chandra Research Institute, Prayagraj (Allahabad) payable at Prayagraj (Allahabad). EMD will not carry any interest.

12.1.1 The Bidders who are registered with Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) and Directorate of Purchase and Stores (DPS) under Department of Atomic Energy are exempted from submission of EMD as per provisions of their registration.

12.1.2 The units registered under Single Point Registration Scheme of NSIC are also exempted from tender fee.

12.1.3 In addition to the above, no other benefit/preference shall be provided. In case of a bidder who avails the above facility becomes defaulter in any form mentioned in the tender which could have led to forfeiting of the EMD, his case will be referred to the agency from where he is registered and availing the above benefits, for necessary action including claim of the demurrages/other claims under the provisions of the tender.

12.1.4 The bidders has to assure the genuineness of Para 12.1.1 & 12.1.2 for claiming exemptions and in case after opening of the bids, it is found that the bidder does not fall in the above category but seeking exemptions on the basis of above, their bids may be treated as cancelled.

12.2 The bid security is required to protect HRI against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 12.7.

12.3 The bid security shall be in Indian Rupees and shall be in the forms of Bank Draft/Pay Order only.

12.4 Any bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall be treated as non-responsive and shall be rejected by HRI.

12.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by HRI, pursuant to ITB Clause 13.

12.6 The successful bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 28, and furnishing the performance security, pursuant to ITB Clause 29.

12.7 **The bid security may be forfeited:**

(a) if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 22.2; or (iii) modifies its bid price during the period of bid validity specified by the bidder on the bid form or

(b) in case of a successful Bidder, if the Bidder fails:
(i) to sign the Contract with HRI in accordance with ITB Clause 28; or
(ii) to furnish performance security in accordance with ITB Clause 29.

(c) If any bidder after their selection as supplier fails to perform contractual obligations or backs out from it commitment, they may be treated as non-responsive. In cases of non-responsiveness, EMD/Bid Security may be forfeited.

13 **Period of Validity of Bids:**



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- 13.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by HRI, pursuant to ITB Clause 16. A bid valid for a shorter period shall be rejected by HRI as non-responsive.
- 13.2 In exceptional circumstances, HRI may solicit the Bidder's consent to an extension of the period of bid validity. The request and the response there to, if any, shall be made in writing. The bid security provided under ITB Clause 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 13.3 Bid evaluation will be based on the bid prices.

14 **Format and Signing of Bid:**

- 14.1 The Bidder shall prepare one copy each of the Technical Bid and Financial/Commercial Bid separately.
- 14.2 The bid documents shall be dully signed (with stamp of the bidder firm) by the authorized signatory on each page of the bid document. The authorization letter shall be included in the bid document along with power-of-attorney.

15. **Submission of Bids:**

15.1 **Place of Submission:**

- (i) Place: Registrar Office of HRI, Prayagraj (Allahabad) - 211 019, (U.P.) India
- (ii) Time and Date of Submission: **Up to 03:00 PM on 28 Feb 2019**
- (iii) Time and Date of opening Technical Bid: **At 03:30 PM on 28 Feb 2019**

Bid may be dropped in the Tender box at above address or may also be send through post but HRI shall not be responsible, for late submission / delivery / late receiving or non-receiving (what so ever may be the reason) of the bid(s). Bids submitted by other means such as FAX, email etc. shall not be considered and shall be rejected.

16 **Deadline for Submission of Bids:**

- 16.1 Bids (Technical and Financial) must be submitted by the bidder(s) not later than the date and time as specified in the Schedule above.
- 16.2 HRI may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 4, in which case all rights and obligations of HRI and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17 **Late Bids:**

- 17.1 Once the bid submission date and time is over, the bidder cannot submit his/ her bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/ her bid is not submitted in time due to any of his/ her problems.

18 **Withdrawal and Resubmission of Bids:**

- 18.1 At any point of time, a bidder can withdraw his/ her bid submitted before the bid submission last date and time.
- 18.2 The bidder has to request Registrar, HRI, Prayagraj (Allahabad) with a letter submission of bid security/EMD in the office of Tendering Authority, to return the bid security/EMD.
- 18.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of his/ her EMD/bid security, pursuant to ITB Clause 12.7.



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- 18.4 The bidder can resubmit his/her bid as and when required till the bid submission end date and time. The bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised bid. For resubmission, the bidder should make a request to Director, HRI, Prayagraj (Allahabad).
- 18.5 No bid can be resubmitted subsequent to the deadline of bid submission.

(C) BID OPENING AND EVALUATION OF BIDS

19(A) Opening of Technical Bids by HRI:

- 19.A.1 HRI will open all technical bid, in the presence of Bidders' representatives who choose to attend at **03:30 PM 28 Feb 2019** at HRI, Prayagraj (Allahabad). The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for HRI, the bids shall be opened at the appointed time and location on the next working day.
- 19.A.2 The bidder's names and the presence or absence of requisite bid security and such other details as HRI at its discretion may consider appropriate, will be announced at the opening. No bid shall be rejected at the time of technical bid opening.

19(B) Opening of Financial Bids:

- 19.B.1 HRI will notify the Bidders, whose technical bids are considered acceptable to HRI indicating the date, time and place for opening of the financial Bids. The notification may be sent by letter, fax or by e-mail. Simultaneously, prior to opening of the financial bids of the successful bidders, HRI shall announce the names of the bidders who, for any reason, do not qualify for the Financial Bid Opening.
- 19.B.2 The financial Bids of technically qualified bidders shall be opened on the date and time at HRI, Prayagraj (Allahabad) which shall be decided by HRI later, in the presence of Bidders who choose to attend. The name of Bidders, Unit Price quoted for various items etc. will be announced at the meeting.

20 Clarification of Bids:

- 20.1 During evaluation of bids, HRI may, at its discretion, ask the Bidder for a clarification or request to submit any document in addition to the ones already submitted as part of the bid. The request for clarification and the response shall be in writing.
- 20.2 In the event of seeking any clarification from various bidders by HRI, Prayagraj (Allahabad), the bidders are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a bidder fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any bidder indicates the price during the clarification such bids also will not be considered for further evaluation.

21 Evaluation of technical bids and Evaluation Criteria:

Technical Evaluation shall be done on the basis of following clauses and Section III (D): Qualification Requirements. HRI will examine the bids to determine whether they are complete, whether they meet all the conditions of the Contract, whether required tender fee, bid security and other required documents have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. **Any bid or bids not fulfilling these requirements (along with Section III (D): Qualification Requirements) shall be rejected. Also the bidder should provide the onsite comprehensive warranty for each module/setup as asked in Section III(C), otherwise the bid will be outrightly be rejected.** The bidders shall submit clear and readable copies of following as documentary proof for evaluation of their technical bids:-



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- 21.1 The Bidder should be a branded/original equipment manufacturer (OEM) of the lab equipment and/or their authorized dealer/supplier Bidder has to submit Authorization Letter from each of the OEMs. Authorization letter from principals should clearly indicate that the bidder is the competent and authorized to sell and provide services onwards the items mentioned in the scope of supply given in this tender document. The Bidder and OEM should not bankrupt in last 03 years. Profit & Loss statement and Balance sheet for last 03 financial years i.e. 2015-16, 2016-17 and 2017-18 to be submitted for bidder and OEM.
- 21.2 The bidder must have supplied (or in association with OEM) teaching lab equipment of significant amount to educational institutions, like IISc, IITs, NISER and IISERs in the last five years i.e. from 01-04-2013 to till the date of submission of bid (Attach copies of the Purchase Orders as a proof). The bids of the bidders not submitted duly signed & stamped evidences i.e. the copy/Copies of purchase order & satisfactory installation report issued by the concerned department/ organization may be rejected.
- 21.3 The Original Equipment Manufacturer (OEM) of the equipment i.e physics lab equipment manufacturer quoted in the tender shall be in the business of regular supply and installation of the same make/brand of these equipment since last three financial years or more i.e. = 2015-16, 2016-17 and 2017-18. The bids of the bidders not submitting duly signed & stamped evidence i.e. copies of one purchase order and its satisfactory installation report per year for each of the last three financial years regarding regular supply of the same brand of equipment as quoted in the bid shall be rejected. The bidders should also submit filled in Pro-forma as per "Section III (H) - Performance Statement Form" in support of his / her experience.
- 21.4 The company should have good established record of after sales service.
- 21.5 The OEM must have their sales/service operations in India for last 05 years.
- 21.6 All the items being quoted should have minimum technical specifications given in the tender.
- 21.7 The bidder's firm (and their OEM in case bidder is an authorized representative of the OEM) should submit a notarial affidavit that the bidder's firm has not been black listed/debarred/prohibited by any State/Central Government Departments/Organizations.
- 21.8 Bidder firm should have a turnover of at least Rs. 50 Lakhs in each of the last three financial years or average 75 Lakhs in last three financial years (i.e. financial year, 2014-15, 2015-16 and 2016-17). Bidder not having the required Turnover and applying against the bid shall be rejected.
- 21.9 All bids submitted shall also include the following:
- (i) Filled in form as per Section III (I) - Capability Statement.
 - (ii) Copies of relevant pages of following documents:
 - a. Memorandum and Article of Association showing objectives of the company and authority to sign the bid/ contract or delegate the power to others for signing the bid/ contract.
 - b. Place of registration.
 - c. The power-of-attorney authorizing the bidder to sign the bid/ contract.
 - d. Income tax registration number of the company.
 - e. Trade GST registration number of the company.
- 21.10 The bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of technical committee shall be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The bids of bidders mentioning any of their conditions which are not mentioned in the tender document or are not in conformity with the conditions of the contract shall be rejected.



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- 21.11 It shall be decided by the Technical Evaluation Committee formed for the purpose at the HRI level whether a bid fulfills the evaluation criterion mentioned in this tender or not.
- 21.12 The bidders are advised not to mix financial bid (documents) with the documents submitted for technical bid. The bids of the bidders having financial bid (documents) in the technical bid may outrightly be rejected.
- 21.13 **Supplier shall ensure the availability of all spare parts for after sale service support for the comprehensive warranty period of the items. Letters from the respective OEMs must be produced along with the bid for all components in this regard. In case, any equipment, due to any reason, becomes irreparable or needs replacement in total then the replacement should be of the identical or higher specification.**
- 21.14 The bid without tender fee of Rs. 300/- and EMD Rs. 7,000/- as per Tender requirement for which the bid is made shall outrightly be rejected. These documents i.e. drafts etc. should be with 'Technical Bid' and not with the 'Financial Bid'. The bidder has to ensure the compliance of this otherwise their bid may be treated as non-responsive bid.
- 21.15 Any conditional offer shall be considered as non-responsive and may not be considered.
- 21.16 The non-responsive bid may outrightly be rejected.

22 Financial Evaluation and Comparison of Bids:

- 22.1 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the supplier does not accept the correction of errors if any, its bid shall be rejected and its bid security may be forfeited.
- 22.2 No weightage/preference shall be given to the bidder quoting any higher technical specifications against the technical specifications of the items asked in the tender.
- 22.3 HRI's evaluation of a financial bid shall be based on lowest amount quoted module/item wise.
- 22.4 The bidders whose technical bids would be found responsive and meeting the qualification and Technical requirements and fulfilling all conditions of the tenders, shall be considered for selecting the Lowest Evaluated Vendor (L1) Vendor based on the bid price of the module. L1 shall be decided for each of the individual item/module separately. The bidder if bidding for a particular Schedule does not quote any item/module or item(s)/module(s) in a particular Schedule, it shall be presumed that bidder is not interested in supplying that particular item/module of that particular schedule and will not be considered for that particular item/module.

23 Contacting HRI:

- 23.1 Subject to ITB Clause 20, no Bidder shall contact HRI on any matter relating to his/her 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 HRI, he/ she can do so in writing.
- 23.2 Any effort by a Bidder to influence HRI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

(D) AWARD OF CONTRACT

24 Award Criteria:



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- 24.1 HRI will determine to its satisfaction whether the Bidder(s) that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 10.2, and is qualified to perform the contract satisfactorily.
- 24.2 Subject to ITB Clause 26, HRI will award the contract to the lowest evaluated successful Bidder (as per Section-IV C of Financial Bid) whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.

25. Tendering Authority's right to vary Quantities at Time of Award:

- 25.1 HRI reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 25.2 If any taxes/duties are increased/decreased by the Government during contract period, the same shall be adjusted mutually after submitting the proof by the successful bidders to HRI. However if the Supplier failed to deliver the equipment with the original allowed delivery time and taxes/duties are increased beyond this period, then HRI will not pay the increased amount and the Supplier has to bear this.

26 Tendering Authority's right to accept any bid and to reject any or all Bids:

- 26.1 HRI reserves the right to accept or reject any bid /part bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

27 Notification of Award:

- 27.1 Prior to the expiration of the period of bid validity, HRI will notify the successful bidder in writing by letter/e-mail/fax, that its bid has been accepted.
- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 Upon successful Bidder's furnishing of performance security pursuant to ITB Clause 29, HRI will promptly discharge bid security pursuant to ITB Clause 12.

28 Signing of Contract:

- 28.1 At the same time as HRI notifies the successful bidder that its bid has been accepted, HRI will send the bidder the Contract Form provided in the bidding documents subject to following condition, incorporating all agreements between the parties i.e. Tendering Authority and successful bidder:-

"Provided that total value of Purchase Order to a particular supplier/bidder does not exceed Rs. 25.00 lacs (Rupees Twenty Five Lacs). For a Purchase Order less than Rs. 25.00 lacs, instead of execution of contract between HRI & the bidder, only Purchase Order cum Contract having contract conditions as annexure of Purchase Order shall be issued treating it as acceptance of the contract conditions by the bidder/supplier. For the Purchase Order shall be issued treating it as acceptance of the contract conditions by the bidder/supplier. For the Purchase Order value of Rs 25.00 lacs and above, the separate Contract as mentioned above shall be executed."

- 28.2 Within 7 days of receipt of the Contract Form, the successful bidder shall sign the Contract and return it to HRI.
- 28.3 Contract effective date shall be date of signing of contract or date of issue of purchase order whichever is earlier.

29. Performance Security:

- 29.1 Within 15 days of the execution of the contract with HRI, the successful Bidder shall furnish performance security in the form of bank guarantee for 10% (if warranty is for 3 years) and additional 5% (if warranty is for 5 years) amount of order value in favor of Harish-Chandra Research Institute, Prayagraj (Allahabad). which would be valid for the period of warranty obligation (either 3 years or 5 years, as applicable) plus



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90 days as claim period in addition to that from any nationalized/scheduled bank of India or scheduled bank located in India in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to HRI.

- 29.2 Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event HRI may make the award to the next lowest evaluated bidder or call for new bids.

30 Rejection/Cancellation of Bid(s):

- 30.1 If there are more than one schedule, the bidder can bid any or all of the schedules in the technical bid and in the price schedule of financial bid. Particular bidder is expected to quote for all the items in a particular schedule. In case the bidder does not quote any item/module or item(s)/module(s) in a particular schedule, it shall be presumed that bidder is not interested in supplying that particular item/module of that particular schedule and will not be considered for that particular item/module.
- 30.2 ***HRI reserves the right to cancel any or all the bids or part bid and annul the bidding process without assigning any reason thereof***
- 30.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of his bid.
- 30.4 A bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.
- 30.5 A confirmation that the Bidder is either the owner of intellectual Property Rights in the hardware and the software items offered, or that it has proper authorization from the owner to offer them. Willful misrepresentation of these facts shall lead to the cancellation of the bid/ contract without prejudice of other remedies that HRI may take.
- 30.5 Any bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall be treated as non-responsive and rejected by HRI.
- 30.6 **The bids not providing the comprehensive onsite warranty as asked in Section III (C) will outrightly be rejected.**

31 Interpretation of the clauses in the Tender Document / Contract Document:

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document or Conditions of the Contract, Director, HRI, Prayagraj (Allahabad) interpretation of the clauses shall be final and binding on all parties.

32 Corrupt or Fraudulent Practices:

- 32.1 HRI requires that the bidders who wish to bid for this project have highest standards of ethics.
- 32.2 HRI will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- 32.3 HRI may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract
- 32.4 The Seller/bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of



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Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer / employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.



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SECTION II

Conditions of Contract

1. Definitions:

1.1 In this Contract, the following terms shall be interpreted:

- (a) "The Contract" means the agreement entered into between Harish-Chandra Research Institute, Prayagraj (Allahabad) (hereinafter referred as 'HRI') and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" mean the prices of various items/modules payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to HRI under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, provision of technical assistance and other obligations of the Supplier covered under the Contract;
- (e) "HRI" means the organization procuring the goods i.e. Physics Lab Equipment's etc and HRI is Harish-Chandra Research Institute, Prayagraj (Allahabad), Chhatnag Road, Jhunsi, Prayagraj (Allahabad)-211019.
- (f) "The Supplier" means the firm supplying the Goods and Services under this Contract and supplier is -----;
- (g) "The Project Site", where applicable, means the HRI where the equipment and other items will be supplied, installed and maintained against the purchase orders of HRI.
- (h) "Day" means calendar day.

2. Application:

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

3. Bench Marking and Standard:

- 3.1 After the delivery and installation of equipment, the Supplier has to demonstrate satisfactory performance of the equipment.
- 3.2 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications or higher. In case, no applicable standard is mentioned, the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned O.E.M. of goods.

4. Patent Rights:

4.1 The Supplier shall indemnify HRI 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.

5. Performance Security (PBG – Performance Bank Guarantee):

5.1 Within 15 days of the execution of the contract with HRI, the successful Bidder shall furnish performance security in the form of bank guarantee for 10% (if warranty is for 3 years) and additional 5% (if warranty is for 5 years) amount of ordered value in favour of Harish-Chandra Research Institute, Prayagraj (Allahabad) which would be valid for the period of warranty obligation (either 3 years or 5 years, as applicable) plus 90 days as claim period in addition to that from any nationalized/scheduled bank of India in the Performance Security Form provided in the bidding documents or in another form acceptable to HRI. In case of delay in delivery and installation, HRI may ask the supplier to ensure that the period of the PBG should be in such a way that it should cover warranty obligations period plus 90 days from the date of certification of the successful installations of the equipment.



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- 5.2 During warranty period, the defective item or component is to be replaced or repaired whatever required, shall be done by the supplier to the satisfaction of the user department/HRI.
- 5.3 The proceeds of the performance security shall be payable to the authority in favor of whom the performance bank guarantees being made as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.
- 5.4 The performance security shall be denominated in Indian Rupees and shall be in the following forms only:
- A Bank guarantee issued by a nationalized bank of India or a scheduled bank in the form provided in the bidding documents or another form acceptable to HRI.
- 5.5 The performance security will be discharged by HRI / user department and returned to the Supplier not later than 60 days following the date of its validity/completion of the Supplier's performance obligations including any warranty obligations under the contract.
- 5.6 In the event of any contract amendment the Supplier shall, within 7 days of receipt of such amendment, furnish the amendment to the Performance Security rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including comprehensive warranty period obligations of all the items.

6. **Inspection & Tests:**

Inspection and tests of the items shall be carried out at HRI after all the equipment are successfully installed at HRI by the Supplier. The warranty period shall start from this point onward.

- 6.1
- (i) In the event of the equipment failing to pass the acceptance test, if carried out at site of installation, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which HRI reserves the rights to get the equipment's replaced by the supplier at no extra cost to HRI.
 - (ii) Successful conducts and the conclusion of the acceptance test for the installed goods and equipment shall also be the sole responsibility of the Supplier and at the cost of the Supplier.
- 6.2 Should any inspected or tested Goods fail to conform to the specifications, HRI 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 HRI.

6.3 **Manual and Drawing:**

- 6.3.1 Before the goods / equipment are taken over by the representative(s) of the HRI, the supplier shall supply operation/user manual together with equipment and desired software, if any. These shall be in such detail including technical drawings should be complete in all respects, as will enable HRI to operate all the equipment as stated in the specifications.
- 6.3.2 The manual shall be in the ruling language (English) and in such form and numbers.
- 6.3.3 Unless and otherwise agreed, the goods / equipment shall not be considered to be completed for the purpose of taking over until such manuals, have been supplied to HRI.

7. **Packing:**

- 7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination i.e. HRI. The packing shall be sufficient to withstand,



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without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

- 7.2 The packing, making and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract.

8. **Delivery and Documentation:**

Upon delivery of the Goods, the supplier shall notify in writing HRI and the insurance company the full details of the shipment including purchase order number, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to HRI:-

- (a) Supplier's invoice showing goods description, quantity, unit price, total amount.
- (b) Delivery challans duly signed & stamped by the consignee i.e. by the representatives of project sites.
- (c) Manufacturers/Supplier's warranty certificate;

9. **Insurance:**

For delivery of goods at site, the insurance shall be obtained by the supplier at their own cost from warehouse of the supplier to the final destinations of installation defined as project site on "All Risks" basis including war risks and strikes. It will be the sole responsibility of the supplier to file the claim, if any, with the Insurance Company immediately after delivery of goods at project sites. HRI shall not be responsible for any loss to the Supplier.

10. **Transportation:**

- 10.1 The Supplier is required under the Contract to transport the Goods to the specified destination i.e HRI, Prayagraj (Allahabad).

11. **Incidental Services:**

- 11.1 The following services shall be furnished and the cost shall be included in the contract rates:
- a. On-site delivery & satisfactory installation and execution of all the items, installation of System Software (if any as per the provisioned in the specifications) and purchase order;
 - b. Furnishing all the manuals to HRI ; and
 - c. Maintenance and repair of the equipment during the comprehensive warranty period including the cost of all spares.

12. **Warranty:**

- 12.1 The items covered by the schedule of requirement shall carry either three or five years of comprehensive warranty, as asked in Section III (C), from the date of acceptance of the equipment by HRI. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The comprehensive warranty includes onsite warranty with parts.
- 12.2 The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, octroi, and local taxes if any should be borne by the supplier/beneficiary or his agent. A clear confirmation should be given for this item.
- 12.3 The equipment must be supported by a Service Centre manned by the principal vendor's technical support engineers. The support through this Centre must be available seven days a week and 365 days a year. Also it should be possible to contract the Principal's vendor support Centre on a toll free number/web/mail.
- 12.3.1 The bidder and OEM must guarantee that during warranty period, any technical faults in the physics lab equipment will be attended within 72 hours, and the physics lab equipment will be restored to full performance within one week (including maximum 72 reporting hours). Failure to arrange for the immediate repair/replacement of equipment or rectification of error in the software will be liable for a



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penalty of 0.5% of the cost of the equipment per day, for first fifteen days and 1% of the cost of the equipment per day, beyond fifteen days. The penalty shall be rounded off to the nearest ten rupees. The total amount of penalty recovered from supplier during full warranty period will be limited to the worth value of the performance security guarantee. The amount of penalty if not deposited will be recovered by forfeiting the Performance Security Guarantee. Further in case of providing repair/replacement/rectification services within the stipulated time of one week, HRI shall be free to get it rectified from any third party and the cost of such repair/replacement/rectification from a third party shall be borne by the supplier.

- 12.4 The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- 12.7 Details of onsite warranty, agency that shall maintain during warranty shall be given in the offer.
- 12.8 HRI shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 12.9 During warranty period, the defective item(s) or component(s) shall be replaced or repaired whatever required, by the supplier or the service centre authorized by the supplier, to the satisfaction of the user departments.
- 12.10 If any equipment gives continuous trouble, say six times in one month, during the warranty period, the supplier may be asked to replace those module/equipment/part(s)/component(s) with new one without any additional cost to HRI.

13. **Spare Parts:**

Supplier shall carry sufficient inventories to assure ex-stock availability of spares. Supplier shall ensure the availability of all spare parts for after sale service support for a period of the comprehensive warranty period of the items. Letters from the respective OEMs must be produced along with the bid for the lab equipment. In case, any equipment, due to any reason, becomes irreparable or needs replacement in total then the replacement should be of the identical or higher specification.

14. **Payment:**

Payment for Goods and Services shall be made in Indian Rupees as follows:

- (i) **On Delivery:-** Eighty percent (80%) of the total price of all the goods given in the purchase order shall be paid by HRI to the supplier and upon submission of the documents specified in Clause 8 within 20 days. Institute will make the payment through electronic transfer i.e. RTGS/NEFT for which details bank details for electronic transfer shall be provided by the supplier to HRI.
- (ii) **On Installation :-** The remaining twenty percent (20%) amount of the order value of the goods received shall be paid to the supplier within 20 days after successful commissioning of all the items and submission of all installations/commissioning reports duly signed & stamped by the representative of HRI. **T.D.S. (IT & GST)** if any applicable shall be deducted from this payment on the value of installation and warranty service charges quoted by the supplier in their bid. If the Installation of all the equipment/items is not made within 120 days due to site not ready condition or any other reason for which supplier is not responsible, the payment against delivered goods will be released by HRI after their due satisfaction.

15. **Prices:**

- 15.1 Prices payable to the Supplier as stated in the Contract shall remain fixed during the performance of the contract. However, in the event of any increase/decrease in Government taxes/duties as applicable at the time of delivery, the prices shall be adjusted at the time of payment on submission of their proof by the supplier to HRI. However if the Supplier failed to deliver the equipment within the original allowed delivery time and taxes/duties are increased beyond this period, then HRI will not pay the increased amount and the Supplier has to bear this however in case of decrease in the taxes, the supplier shall pass it to HRI. In case, at the time of delivery of the equipment, higher specification equipment on the same price as quoted/approved in the bid by the supplier are being supplied by the supplier, no



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additional payment shall be made for higher specifications i.e. the Supplier will have to supply the higher specification equipment on the quoted/approved rates.

- 15.2 In case there is a downward trend in the price movements during the period of validity of bid and before the supply of the equipment, the bidder/supplier will pass on the benefits to HRI.

16. Contract Amendments:

- 16.1 Subject to condition of contract clause 16 no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

17. Assignment:

- 17.1 The Supplier shall not assign, in whole or in parts its obligations to perform under the Contract to any other firm except with HRI's prior written consent.

18. Delivery of the Goods and Delay in the Supplier's Performance:

- 18.1 If, at any time, during performance of the Contract the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify HRI in writing of the fact of the delay, its likely duration and its cause(s) as soon as possible. After receipt of the Supplier's notice, HRI 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 Purchase order.
- 18.2 Except as provided under conditions of contract clause 21 (Force Majeure Clause), a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to conditions of Contract unless an extension of time is agreed upon pursuant to conditions of Contract without the application of liquidated damages.
- 18.2 Advance dispatch details like invoice copy, airway bill no, packaging list and flight no. etc. should be sent immediately after shipment for early clearance and bidder/supplier also make suitable arrangements for sending cargo arrival notice (CAN) in time. Demurrage charges, if any, on account of delay in receipt of above will be debited to suppliers' account.

19 Delivery/Installation Schedule and Liquidated Damages:

- 19.1 **The bidders may please note that the delivery of the system should be strictly within 60 days from the date of placement of firm order. Goods should not be dispatched until the Vendor receives a firm order. Installation and demonstration to be arranged by the supplier free of cost and the same is to be done within 21 days of the delivery of the equipment at site.**
- 19.2 The Bidder has to state in detail the Electrical Power/UPS requirements, floor Space, etc. needed to house the system
- 19.3 Subject to conditions of Contract, if the Supplier fails to deliver or install any or all of the Goods or to perform the Services within the period(s) specified in the Contract, HRI shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of the delay until actual delivery or installation or performance, up to a maximum deduction of 10% contract value. Once the maximum penalty is reached, HRI may consider termination of the Contract/purchase order pursuant to conditions of Contract Clause 20 (Termination for Default). However in case of genuine reasons for late delivery, institute can waive / reduce liquid damages if firm approach in writing.

20 Termination for Default:

- 20.1 HRI 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:



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- (a) if the Supplier fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract, or within any extension thereof granted by HRI pursuant to Contract Clause no. 18.1 or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract

20.2 In the event HRI terminates the Contract in whole or in part, pursuant to the conditions of contract clause no. 20.1 HRI may procure, upon such terms and in such manner as it deems appropriate. Goods and/or Services similar to those undelivered, and the Supplier shall be liable to HRI 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.

21 Force Majeure:

- 21.1 Notwithstanding the provisions of conditions of contract clause no. 18, 19 & 20, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 21.2 For purpose 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 HRI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises the Supplier shall promptly notify HRI in writing of such conditions and the cause thereof. Unless otherwise directed by HRI, 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.

22 Termination for Insolvency:

- 22.1 HRI 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 HRI.

23 Termination for Convenience:

- 23.1 HRI, 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 HRI's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 23.2 The Goods that are complete and ready for shipment at the time of Supplier's receipt of notice of termination shall be accepted by HRI at the Contract terms and prices. For the remaining Goods, HRI may elect:
 - (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially Completed Goods.

24 Settlement of Disputes:

- 24.1 If any dispute or difference of any kind, whatsoever, shall arise between HRI and the Supplier in connection with or arising out of the Contract the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 24.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either HRI or the Supplier may give notice to other party of its intention to commence



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arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 24.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 24.4 All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. shall be referred by either party (HRI, PRAYAGRAJ (ALLAHABAD) or the bidder) after issuance of 30 day notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties.
- 24.5 The Arbitrator shall be decided by HRI in consultation with the bidder. Arbitration proceedings shall be held at Prayagraj (Allahabad), U.P., India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English or Hindi.
- 24.6 The decision of the arbitrators shall be final and binding upon both the parties. The cost and expenses of arbitration proceedings as also the fees and expenses paid to the arbitrator shall be shared equally by both the parties will be paid by them. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings by such party or on its behalf shall be borne by each party itself.
- 24.7 Notwithstanding any reference to arbitration herein.
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) HRI shall continue to pay the Supplier any monies (which are not under arbitration) due to the Supplier.

25. **Governing Language:**

- 25.1 The Contract shall be written in English language subject to condition of contract clause 26, 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 or may be in Hindi.

26. **Applicable Law:**

The Contract shall be interpreted in accordance with the laws of the Union of India.

27. **Notices:**

- 27.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by fax and confirmed in writing to the other Party's address. For the purpose of all notices, the following shall be the address of HRI and Supplier

Tendering Authority: HARISH-CHANDRA RESEARCH INSTITUTE
Chhatnag Road, Jhunsi,
Prayagraj (Allahabad) (U.P.) - 211019

Supplier: (To be filled in at the time of Contract execution)

.....
.....

- 27.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.

28. **Right to use defective equipment:**



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If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, HRI shall have the right to continue to operate or use such equipment until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with HRI's operation.

29. **Supplier Integrity:**

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

30. **Supplier's Obligations:**

- 30.1 The supplier is obliged to work closely with HRI's staff, act within its own authority and abide by directives issued by HRI and implementation activities. The supplier has to abide by the job safety measures prevalent in India and will free HRI from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold HRI responsible or obligated. The supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors. The supplier will treat as confidential all data and information received from HRI, obtained in the execution of his/her responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of HRI.
- 30.2 No sub-contracting is allowed with regard to installation, commissioning, warranty maintenance and after sales service. This is the sole responsibility of The Principals'/their authorized agents.

31. **Patent Right:**

In the event of any claim asserted by a third party of infringement of (copy right), patent, trademark or industrial design rights arising from the use of the Goods or any parts thereof in HRI's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and HRI is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses (court costs and lawyer fees). HRI will give notice to the supplier of such claim, if it is made, without delay.

32. **Equipment Installation:**

The Supplier is responsible for all unpacking, assembling, installations of all hardware and software if any, assembly of hardware units and connecting to power supplies. The supplier will test all hardware & if required software operations and accomplish all adjustments necessary for successful and continuous operation of the hardware & software at installation site. It will be the responsibility of the Principal Supplier/Indian Agent to make their own arrangements for accommodation/transport of engineers during installation, commissioning and future maintenance during warranty period

After successful commissioning, the supplier has to provide operational training (two full days in HRI) to HRI staff (in one batch).

33. **Equipment Maintenance:**

In case of failure/damage, the supplier is responsible for repair which has to be carried out within 03 days. The supplier will accomplish preventive and breakdown maintenance activities to ensure that all Hardware and Software execute/operate without defect or interruption and yields/results at least 98% up time for 24 hours a day, 7 days of the week of operation of the machine/software worked on a quarterly basis. If any critical component of the entire configuration is out of service for more than three days, the supplier shall either rectify or immediately replace the defective unit at its own cost. The supplier will respond to a site visit and commence repair work on the equipment/software within 24 hours of being notified of equipment/software malfunction.



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34. **Amalgamation/Acquisition etc.:**

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition.

35. **Taxes and Duties:**

- 35.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits etc. incurred until delivery of the contracted Goods and/or Services to HRI.

36. **Jurisdiction:**

- 36.1 The disputes, legal matters, court matters, if any, shall be subject to Prayagraj (Allahabad) Jurisdiction only.



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SECTION III: TECHNICAL BID

- III (A) BID FORM
- III (B) SCHEDULE OF REQUIREMENTS
- III (C) TECHNICAL SPECIFICATIONS
- III (D) QUALIFICATION REQUIREMENTS
- III (E) BID SECURITY FORM
- III (F) CONTRACT FORM
- III (G) INTEGRITY PACT
- III (H) PERFORMANCE STATEMENT
- III (I) SERVICE SUPPORT DETAILS
- III (J) CAPABILITY STATEMENT
- III (K) PERFORMANCE SECURITY FORM
- III (L) COMPLAINT LOG FORMAT



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SECTION III (A): BID FORM

Date :

IFB No.:

To :

The Director,
Harish-Chandra Research Institute
Chhatnag Road, Jhunsi,
Prayagraj (Allahabad) (U.P.) - 211 019

Sir,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required items/goods in conformity with the said Bidding Documents and hereby undertake that we accept all the Conditions of the Contract (Section II) of the Bidding Document and will supply the Physics Laboratory Equipment and other items/materials as per the Technical Specifications (Section III) of the bidding documents. We further undertake that we fulfill the Qualification Requirements (Section III (D)) and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, details of experience and past performance, service support details, capability statement and the required bid security in shape of bank guarantee are furnished with this bid form.

We further undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements (Section III (B)).

If our bid is accepted, we will obtain the guarantee of a bank in the form prescribed by HRI for a sum equivalent to 10% (15% in case of 5 years warranty) of the contract price for the due performance of the Contract.

We agree to abide by this bid for the Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

Dated this day of 20.....

(Signature)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____



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SECTION III (B): SCHEDULES OF REQUIREMENTS

Items Brief Description	Destination	Delivery and Installation Schedule	Bid Security (EMD)
As per the details given in the SECTION III (C) TECHNICAL SPECIFICATIONS	Harish-Chandra Research Institute, Chhatnag Road, Jhunsi, Prayagraj (Allahabad) – 211019 (U.P.)	All the items as per Section III C shall be delivered within 60 days from the date of issue of the purchase order or date of signing of the contract whichever is earlier. Complete Installation and demonstration to be arranged by the supplier free of cost and the same is to be done within 21 days of the delivery of the equipment at site	Rs. 7,000.00 (Rupees Seven Thousand only)

For EMD :- The tender documents must be accompanied by Earnest Money Deposit (EMD) in the form of a Demand Draft drawn on any Scheduled/Nationalized Bank in favour of Harish Chandra Research Institute, Prayagraj (Allahabad).



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SECTION III (C)

SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS (To be submitted by the Bidders with Technical Bid stating the compliance status & Make Model)

Sealed tenders are invited on behalf of Director, Harish-Chandra Research Institute, Prayagraj (Allahabad) from the manufacturers (Indian or Foreign) and their authorized reseller/Indian agent only for supply and installation.

The requirements of items along with EMD amount (which needs to be deposited) are given as under:

EMD Amount : Rs. 7000.00 only

		<u>Items Detailed Specification</u>	<u>Quantity</u>	<u>Make/ Model</u>	<u>Compliance Status with Remarks, if any</u>
Lab Tech-Specifications					
Module 1	R01	Universal Analog-Cum-Digital Electronics Kit			
	a.	1. 8 TTL/CMOS compatible Logic Level Inputs Selectable by switches with LED indicators 2. LCD panel. 3. Option for Auto & Manual Pulsing Clock outputs 4. Built in Power Supply 5. Tri color indicators to observe high/low / open & pulse logic 6. Overload Trip safety feature. 7. Two seven segment display with BCD inputs 8. Bread Board with > 2500 tie points capable of accepting wire diameter from ~ 22 SWG 9. Acceptance to simple wires as connecting / patch cord wires.	10 kits along with necessary components		
	b.	Power Supply with digital display Input : 230 Volt \pm 10%, AC 50 Hz Output (i) : \pm 5 Volt (fixed) Output (ii) : \pm 12 Volt (fixed) Output (iii): 0 to \pm 30V variable Output (iv) : 12V – CT – 12V AC 50 Hz Protection with In-built series resistance Protection : Auto Overload Trip ON ALL DC OUT PUT with Option to RESET Terminals Connectivity: Snap-fit, brass made with protective coating.			
	c.	LOGIC DATA Controls Number of bits : 8 (Eight) Fan-out : 5 LS-TTL each Indication LED : Different Colors for different Logic state Set / Clear : Push button, Electronic De-bounced			
	d.	CLOCK GENERATOR Output : TTL & complemented TTL Fan-out : 5 LS-TTL each Frequency Range : 5 Hz to 240 KHz Manual mode : Push Button, Electronic De-bounce Indication LED : Different Colors for High, low and Pulse state			
	e.	LOGIC PROBES Number of bits : 8 (eight)			



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		<p>Sense Type : Four-state Indication on LED : Different settings for High, low, Pulse and High-Z state Frequency response : DC to 200 KHz</p>			
	f	<p>FUNCTION GENERATOR Simultaneous outputs: TTL, SINE and Square/Triangle Frequency Range : 50 Hz to 200 KHz Sine Out : < 20Volt P-P Square / Triangle out: <20Volt P-P DC offset(sqr/trng): OFF / ON vary \pm (~10 Volts) TTL out : 5 LS Fan</p>			
	g	<p>Safety features 1. Instantaneous short circuit / over load and wrong connection protection 2. Compatible with normal wires as patch cords without any special connector and/or jack. 3. Long sustainability and usability of connectors 4. Visual indication of wrong connection. 5. LCD display for frequency counter of the inbuilt function generator & clock generator. 6. Built-in voltmeter & frequency counter with LCD display 7. Preferably Monolithic (single PCB) design to eliminate loose connection and reduce noise. 8. Inbuilt Radio Frequency Interference (RFI) rejection circuit.</p>			
	h.	<p>Warranty: Minimum Three years comprehensive onsite warranty</p>			
The vendor should supply any other component necessary for satisfactory operation of the equipment					
Module 2	R02	<p>Dual Channel Digital Storage Oscilloscope Signal Bandwidth: 50 MHz Equivalent sampling rate ~ 50 GSa/s 7.0" TFT LCD Color display vertical scale & position control knobs: Independent for each channel Trigger mode: Edge, Pulse Width, video, and Slope. Math functions: Add, Subtract, Multiply, Divide & FFT Waveform Intensity & Grid Brightness: Adjustable Cursor modes: Manual, Auto & Track Digital Filter & waveform recorder function. Save/recall types: Setups, Waveforms, CSV file, Picture Interface: USB Host: pen-drive support with save/ recall function, USB Device: printer & PC remote control, RS 232, Pass/fail output. Waveform Intensity & Grid Brightness: User adjustable Probe Cables: Standard Specifications Warranty: Minimum Three years comprehensive onsite warranty</p>	05 units		
The vendor should supply any other component necessary for satisfactory operation of the equipment.					

Footnote: (Following conditions are mandatory and applicable to Bidder's/Supplier's)



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- (1) Deviation(s) in the specification may not be allowed. In case the bidder gives some deviation, it will be on his own risk and buyer may or may not accept it. However higher specification without any price preference/variation may be accepted.
- (2) If bidder propose some higher specification and buyer is not ready to accept, his bid will only be acceptable if agrees to supply as per the required specification or the specification agreed upon by the buyer i.e. HRI.
- (3) The specifications in SECTION III (C) shall have the overriding effect on all other clauses/conditions elsewhere in tender document.
- (4) **Spare Parts**
 - (a) Supplier/Bidder shall carry sufficient inventories to assure ex-stock availability of spares. Supplier shall ensure the availability of all spare parts for after sale service support for a period of the comprehensive warranty period of the items.
 - (b) Letters from the respective OEMs must be produced along with the bid for Lab equipment. In case, any equipment, due to any reason, becomes irreparable or needs replacement in total, the replacement must be with the new one of the identical specification
- (5) **Hardware and Software Installation**
 - (a) The Supplier is responsible for all unpacking, assembling, installations of all the equipment, cabling between the units and connecting to power supplies. The supplier will test all equipment operations and accomplish all adjustments necessary for successful and continuous operation of the equipment. The fully operational equipment's shall only be accepted by the buyer.
 - (b) It will the responsibility of the Principal Supplier/Indian Agent/Bidder/Supplier to make their own arrangements for accommodation/transport of engineers during installation, commissioning and future maintenance during warranty period
 - (c) After successful commissioning, the supplier has to provide user training (two full days in HRI) to HRI staff with sufficient documentation.
- (6) **Other Terms**
 - (a) 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.
 - (b) All software provided in the proposal should be perpetual. If any licence is required, it will be given by the bidder/supplier and should be in the name of HRI, Prayagraj (Allahabad).
 - (c) The proposal must include a detailed datasheet for every single component included in your proposal and the necessary technical whitepapers discussing the features, performance and optimization techniques.
- (7) Bidder will be responsible for installation, maintenance and support of the equipment during performance obligation period.

IMPORTANT NOTICE (Applicable for All Technical Specifications)

- (a) In case the bid of any bidder is accepted and it is found at later stage that the specifications of any delivered item does not match with the 'Technical Specification' given in this tender document, HRI may ask for the product of his choice. If the bidder/supplier does not agree to it, HRI shall cancel the bid/contract/order of particular item and the EMD/PBG/Security amount deposited in any form to HRI by the bidder/supplier may be forfeited.
- (b) The bidder has to specify the make/model of all the quoted items. In case bidder does not specify the specific make/model, the buyer may ask for a make/model of his choice. If bidder does not accept it, his bid shall be rejected.



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- (c) The bidder may quote higher configuration available at present but no weightage will be given.
- (d) It is in the interest of the bidder to study the specifications in the tender schedule thoroughly before quoting so that, if any deviations are made by the bidder, the same are prominently brought out in the body of the tender. if you need to add any optional items to your system in order to meet our specifications, you are requested to quote for the total price including the option required to suit our requirements, otherwise your tender shall not be considered.
- (e) The Bidder has to state in detail the Electrical Power/UPS requirements, floor Space, etc. needed to house the system

Signature and seal of the bidder:

Place :

Date:



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SECTION III (D) : QUALIFICATION REQUIREMENTS

1. The Bidder should be a branded/original equipment manufacturer (OEM) of the equipment asked in the tender or his authorized dealer. Bidder has to submit Authorization Letter from each of the OEMs of equipment quoted in the bid.
2. The bidder must have supplied (or in association with OEM) teaching lab equipment of significant amount to educational institutions, like IISc, IITs, NISER and IISERs in the last five years i.e. from 01-04-2013 to till the date of submission of bid (Attach copies of the Purchase Orders as a proof). The bids of the bidders not submitted duly signed & stamped evidences i.e. the copy/Copies of purchase order & satisfactory installation report issued by the concerned department/ organization may be rejected.
3. All the items being quoted should have minimum technical specifications given in the tender.
4. The bidder's firm should submit a notarial affidavit that the bidder's firm has not been black listed/debarred/prohibited by any State/Central Government Departments/Organizations. The Bids of the black-listed bidders or those not submitting the required affidavit shall be rejected.
5. The company should have significant reputation amongst the teaching institutes as stated in Section I, Clause 21.2.
6. The company should have good established record of after sales service.
7. The bidder should have relevant documents of each vendor of consortium for following:
 - a. Memorandum and Article of Association.
 - b. Place of registration.
 - c. The power-of-attorney authorizing the bidder to sign the bid / contract.
 - d. Income tax registration number of the company.
 - e. Trade tax/VAT registration number of the company.
 - f. Service Tax registration number of the company.
8. The bidder is expected to quote for all the items/modules in a particular schedule as per the requirement of the tender. In case the bidder does not quote any item/module or item(s)/module(s) in a particular Schedule, it shall be presumed that bidder is not interested in supplying that particular item/module of that particular schedule and will not be considered for that particular item/module.
9. Bidders who have earlier supplied equipment to HRI, PRAYAGRAJ (ALLAHABAD) and have not completed the required installation/commissioning/after sales service/warranty and other obligation or defaulter in any way may be barred from this bid i.e. they may not be considered for further evaluation and no enquiries thereafter will be entertained.
10. Any Conditional offer shall be considered as non-responsive and may not be considered
11. Supplier shall ensure the availability of all spare parts for after sale service support for a period of at least five years of the comprehensive warranty period of the items. Letters from the respective OEMs must be produced along with the bid. In case, any equipment, due to any reason, becomes irreparable or needs replacement in total then the replacement should be of the identical or higher specification.
12. The bid without tender fee of Rs. 300/- and EMD Rs. 7,000/- as per Tender requirement for which the bid is made shall out rightly be rejected. These documents i.e. drafts etc. should be with 'Technical Bid' and not with the 'Financial Bid'. The bidder has to ensure the compliance of this otherwise there bid may be treated as non-responsive bid.

BIDDERS ARE REQUESTED TO GIVE THE COMPLAINE OF ALL THE ABOVE POINTS.



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SECTION III (E) : BID SECURITY FORM

Whereas (*Name of Bidder*) (Hereinafter called "the Bidder") has submitted its bid dated (Date of submission of bid) for the supply of physics lab equipment (hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that WE (*name of Bidder*) having our registered offices at (*address of Bidder*) are bound unto Harish-Chandra Research Institute, Prayagraj (Allahabad) (hereinafter called "HRI ") in the sum of Rs. _____ only) submitted through Bank Draft No. Dated (Name and Branch of Issuing Bank) for which payment well and truly to be forfeited by HRI in case of the following conditions:-

THE CONDITIONS of this obligation are:

1. if the Bidder
 - (a) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the ITB; or
 - (c) modifies its bid price during the period of bid validity specified by the bidder on the bid form;
or
2. if the Bidder, having been notified of the acceptance of its bid by HRI during the period of bid validity :
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the ITB;

.....
(Signature of the Authorised
Representative of the Bidder along with
Seal of the bidder firm)

SECTION III (F): CONTRACT FORM



HARISH-CHANDRA RESEARCH INSTITUTE

(Department of Atomic Energy, Government of India)
Chhatnag Road, Jhunsi, Prayagraj (Allahabad) - 211 019
Phone: 0532-2274382
Fax: 0532-2569576, 2567444

THIS AGREEMENT made the day of ... 20..... Between Harish-Chandra Research Institute, Prayagraj (Allahabad) (hereinafter referred to as 'HRI') of the one part and (Name of Supplier) of (City & Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS HRI is desirous that certain Goods and ancillary services for physics lab equipment has accepted a bid by the Supplier for the supply of these goods and services in the sum of (Contract price in Words and Figures) (hereinafter, called the "Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and approved rates;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications; and
- (d) the Conditions of Contract;

In addition to the above, the other terms and conditions of the tender (Ref No HRI/ /2019 dated shall also be applicable with this contract)

3. In consideration of the payment to be made by HRI to the Supplier as hereinafter mentioned, the Supplier hereby covenants with HRI to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. HRI hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the value of ordered items on the Contract rates or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

DELIVERY & INSTALLATION SCHEDULE :

All the items shall be delivered within 60 days from the date of issue of the purchase order. Installation and demonstration to be arranged by the supplier free of cost and the same is to be done within 21 days of the delivery of the equipment at site

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws of the day and year first above written.

Signed, Sealed and Delivered by the

said(For HRI)

in the presence of

Signed, Sealed and Delivered by the

said(For the Supplier)

in the presence of



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SECTION III (G): INTEGRITY PACT

Between

Harish – Chandra Research Institute (HRI) hereinafter referred to as “**The Principal**”,

And

..... hereinafter referred to as “**The Bidder/ Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Supply, Installation and Maintenance of physics lab equipment at Harish-Chandra Research Institute (HRI), Prayagraj (Allahabad). The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during the contract execution.

(a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.



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- (c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - (e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the Contracts or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

If the Principal has terminated the contract or if the Principal is entitled to terminate the contract, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process / contracts.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Contract or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Criminal charges against violating Bidder(s) / Contractor(s) /Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.



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Section 7 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Director of the Harish-Chandra Research Institute.

Section 8 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Prayagraj (Allahabad).
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



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SECTION III (H): PERFORMANCE STATEMENT FORM

Proforma for Performance Statement (for a period of last five years)

Name of Firm _____

Order Placed By	Order No & date	Description & quantity of ordered equipment	Value of order	Date of Completion of delivery		Remarks indicating reasons for late delivery, if any	Has the ordered equipment been satisfactorily installed & functioning?
				As per Contract	Actual		
1	2	3	4	5	6	7	8

Signature and Seal of the Bidder _____



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SECTION III (I): SERVICE SUPPORT DETAILS

Sl. No	Name & Complete address of service center	Service Centre Details					Types of similar equipment serviced in last 3 years
		Name of Head Person & Contact Number	Phone / Fax No./ Email address	Status of Office Working Days & Hours	No. of Technical support personnel	Value of Min. Stock Available at all times	

Signature and Seal of the Bidder_____



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SECTION III (J): CAPABILITY STATEMENT (CS)

1. (a) Name and complete mailing address of the business/sales office of the Bidder:

(b) Phones :

(c) Fax :

(d) E-mail :

(e) Principal place of business :

(f) Date of Incorporation of bidder's firm

(f) Website of Bidder's Firm :

2. Details of :-

(a) EMD Deposit :

(b) Tender Fees :

(If deposited cash, attach the copy of the cash-receipt of HRI)

3. Strength of business/sales office of Bidder:

(i) No. of Marketing personnel :

(ii) No. of Technical personnel :

(iii) Trade Tax / Sales Tax Registration no. with Place

(attach certificate)

(iv) Income Tax Registration no. with place

(attach certificate)

4. Classification | _____ | (Manufacturer (OEM)/Dealer)

4a. Complete mailing address of manufacturing _____ :

4b. Complete mailing address of manufacturing _____ :

5. Details of supply of equivalent to our tendered physics lab equipment in educational institutions, like IISc, IITs, NISER and IISERs in the last five years

(Please attach relevant proofs)

Year	Name of equipment	Capacity & Model	Name of manufacturer and country of origin	Total no. of equipment in educational institutions, like IISc, IITs, NISER and IISERs in last five years
2013-14				Nos : Value : Rs.
2014-15				Nos : Value : Rs.
2015-16				Nos : Value : Rs.
2016-17				Nos : Value : Rs.
2017-18				Nos : Value : Rs.

6. Validity date of ISO Certifications of OEMs / Bidder:

7. Turnover of the bidder's company in last five financial years:



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(Please fill the figures. Do not quote "As per enclosures")

	2013-14	2014-15	2015-16	2016-17	2017-18
Turnover (Rs. In Lakhs)					
Profit after taxation (Rs. In Lakhs)					

8. Names of three buyers to whom similar equipment were supplied in the last three financial years and to whom reference may be made by HRI regarding the bidder's performance for timely completion of delivery, installation and after sales service support :

- A. (i) Complete address of the buyer :
- (ii) Name & designation of contract person :
- (iii) Mobile/Phone/Fax no./E-mail address:
- B. (i) Complete address of the buyer :
- (ii) Name & designation of contract person :
- (iii) Mobile/Phone/Fax no./E-mail address:
- C. (i) Complete address of the buyer :
- (ii) Name & designation of contract person :
- (iii) Mobile/Phone/Fax no./E-mail address:

9. Details of Service Centres of the bidder in and around Prayagraj (Allahabad):-

Sl.No.	Address of Service Centre	Service centre location District & Division Name	Name and Contact No. of Service Engineer	Details of supporting documents submitted for proof of Service Centre
1				
2				
3				

Seal and signature of the bidder _____

SECTION III (K): PERFORMANCE SECURITY FORM

To,



HARISH-CHANDRA RESEARCH INSTITUTE

(Department of Atomic Energy, Government of India)
Chhatnag Road, Jhunsi, Prayagraj (Allahabad) - 211 019
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The Director
Harish Chandra Research Institute,
Deptt of Atomic Energy, Government of India
Chhatnag Road, Prayagraj (Allahabad)-211019

Dear Sir,

WHEREAS.....(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No.....dated.....to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s.....

This guarantee shall be valid until theday of20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch



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SECTION III (L): COMPLAINT LOG FORMAT

Location: HRI, Prayagraj (Allahabad)

SI No	Equipment Name	Type of problem	Date and time of lodging complaint	Date and Time of attending the problem	Person attending the problem	Status	Remarks



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SECTION IV: FINANCIAL BID

- IV (A) BID FORM
- IV (B) PRICE SCHEDULE
- IV (C) LOWEST BID EVALUATION / BID SELECTION CRITERIA



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SECTION IV (A) : BID FORM

Date :
Bid No.

To,
The Director
Harish-Chandra Research Institute,
Prayagraj (Allahabad)

Sir,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Physics Lab Equipment in conformity with the said Bidding Documents for the sum as may be ascertained in accordance with the Schedule of rates attached herewith and made part of this bid, and hereby undertake that we accept all the conditions of the contract (section II) of the Bidding Document and will supply the systems and other items as per the Technical Specifications (Section III (C)) of the bidding documents. We further undertake that we fulfill the qualification requirement (Section III (D)) and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience and past performance, service support details, capability statement and the required bid security (EMD) in the shape of Bank Draft are furnished with this bid form.

We further undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements (section III (B)).

If our bid is accepted, we will obtain the guarantee of a bank in the form prescribed by HRI for a sum equivalent to 10% (15% in case of 5 years warranty) of the contract price for the due performance of the Contract.

We agree to abide by this bid for the Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of 20.....

Duly authorized to sign Bid for and on behalf of:-

(Signature & Seal)

(in the capacity of)



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SECTION IV (B): PRICE SCHEDULE

FOR THE SUPPLY AND INSTALLATION OF PHYSICS LABORATORY EQUIPMENT

FINANCIAL BID FORMAT

(Bidders are requested to offer their price bid in the following format only and other format may not be considered)

Module No.	*Item Specification Only Small Caption is being given, the details of the item having item code will be the same as given in Technical Specifications Schedule(s) (SECTION III (C))	Item Code	Qty	Unit Price (in Rs)	GST		Net Unit Cost (in Rs)	Total Cost of Items in Rs Col (8x4) i.e. (Net Unit Cost x Qty)	Extended Warranty cost for Equipment (4 th & 5 th Years) (Not to be added for evaluation of Net Bid Price)
					Rate %	Amount			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1	Universal Analog-Cum-Digital Electronics Kit	R01	10						
2	Dual Channel Digital Storage Oscilloscope	R02	05						
	Total:								
Total amount in words:									

(a) The vendor should supply any other component necessary for satisfactory operation of the equipment but the cost should be inbuilt in the above table against the main item. Separate cost for any such item shall not be accepted.

(b) In Col No 10, Two Year Extended warranty shall not be considered for Financial Evaluation. The buyer i.e. HRI will have the option to consider it after selection of Vendor. If HRI agrees to have Two Years Extended warranty then L1 bidder/supplier shall have to provide it on quoted/negotiated rates.

(c) GST at concessional rate of 5% is applicable for purchase of Scientific & Technical instruments, apparatus, equipment (including computers) as our Institution also comes under the proviso of Government Notification No. 45/2017-Central Tax (Rate) dated 14-11-2017.

REMARKS:-

1. It is the duty of the bidder to check that all calculations done by them are correct and in case of any error/discrepancy, the buyer (HRI) may correct them as under or in some other way, which shall be binding on the bidder.
2. In case of totaling errors by the bidder, the buyer may consider unit price as basis, may recalculate the above total cost(s) based on the formula given above.
3. If bidder adds all the taxes (GST) within their unit prices, they have to mention 'INCL' i.e. Inclusive in column (7) as applicable.
4. Difference Tax rate which are statutory in nature, should be given as per applicable on the date. But at the time of billing, any increase or decrease on these tax rates shall be applicable and will be paid accordingly.
5. Packing and forwarding, Insurance, Freight, Installation or any other cost etc if any and applicable should be inclusive in basic unit price. No additional cost shall be considered or provided.
6. Delivery Terms: Door delivery freight paid up to HRI, Prayagraj (Allahabad). Harish-Chandra Research Institute (HRI) is exempted from Excise Duty and Custom Duty at concessional rates as per Govt of India norms. Bidders are requested to quote the price accordingly.

Signature and seal of the bidder:

Place :

Date :



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O

Other Terms & Conditions

1. The prices quoted shall be considered firm and no price escalation/variable price will be permitted. If any bidder quotes some additional cost, it will be treated as zero.
2. The prices quoted as per above shall only be considered and the final figure calculated after considering all components above shall be treated as **"all-inclusive till destination basis"**. After the above, packing & forwarding, freight, insurance, customs clearance, loading, unloading charges, airport charges etc. shall be treated as till destination cost and no other payment at any cost shall be payable to the bidder.
3. The bidder shall arrange to clear the consignment after following customs formalities and arrange to deliver the consignment to the end user i.e. HRI. The responsibility, cost and risk of the consignment shall rest with the bidder till receipt of goods is acknowledged by the end user at HRI. However, such receipt/acknowledgement shall not be treated as acceptance of goods. HIGH SEA SALE AGREEMENT if required by the bidder, may be executed with HRI.
4. The supplier must provide the proper shipping documents necessary for customs clearance availing applicable duty exemption. The custom clearance shall be the responsibility of the bidder which may be on behalf of HRI. No additional payment shall be allowed.
5. **VERY IMPORTANT - The bidder should quote the prices for each line item separately and NOT on lump-sum basis. The bidder should submit the price bid in the format provided as above in the Table form. Any violation on this account may lead to cancellation of the bid. Final decision in this regard shall be taken by HRI and HRI may seek certain clarification on this point if required. HRI decision on this point will be binding on the bidder and if bidder refuses to accept it, their bid may be treated as Non-Responsive.**
6. In case of any discrepancy in the quantity given in the above Financial Format and Technical Specification Schedule, the figures given in Technical Specification Schedule shall prevail. Financial calculation shall be done accordingly by considering this correction.
7. Prices quoted in section (IV B) Price schedule shall not be allowed to be altered at any cost.
8. If there is any calculation error in section (IV B) Price schedule on part of the bidder, it shall be corrected as per the following which must be acceptable to the bidder. If a bidder does not accept this correction, his bid will be rejected.
9. In section (IV B) Price schedule – Various Item Prices, Taxes (GST) Amount in col 7 shall be calculated on the basis of respective %age and Unit Price. If %age is incorrect, it will be corrected as per applicable rate which will be uniform for all the bidders.
10. In case any bidder shows the less tax rates, it will be calculated with actual rates so that uniform level playing field is provided for evaluating the bid price. But bidder will be paid the lesser amount as per his quote (if selected) and the loss shall have to be borne by the bidder. If bidder does not accept this condition, his bid shall be treated as non-responsive.
 - (a) After the above corrections, the Net Unit Price (col-10) shall be calculated by adding the amount in col 5, 7, & 9.
 - (b) Total Cost of Items in shall be obtained by multiplying the QTY and Unit Cost. Sub-Totals shall be calculated accordingly. In case of any discrepancy in the bid, the correction shall be implemented accordingly by HRI while evaluation the bid. Similarly the Totals /sub-Totals shall be corrected after adding the all vales.

BIDDERS ARE ADVISED TO READ ALL ABOVE INSTRUCTIONS CAREFULLY. BIDDER SHALL BE SOLELY RESPONSIBLE FOR HIS NEGLIGENCE AND COREECTIONS BY THE BUYER (HRI) SHALL BE DONE ACCORDINGLY. I.F BIDDER DOES NOT ACCEPT THE DECISION; HIS BID MAY BE DECLARED AS NON-RESPONSIVE AND MAY BE REJECTED. THE DECISION OF THE BUYER (HRI) SHALL BE FINAL IN THIS REGARD.



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SECTION IV (C): LOWEST BID EVALUATION / BID SELECTION CRITERIA

- (a) The lowest evaluated bid shall be decided on the basis of Lowest Bid Price (L1) for each individual item/module. The amount considered for each individual L1 shall be "**Bid Price for Individual Item/Module**".
- (b) While evaluating the bid, **Net Cost of Individual Item/Module with minimum required warranty duration shall only be considered i.e. additional warranty cost is optional and shall not be the component of the Financial Evaluation Criteria.**
- (c) Once Lowest Evaluated Bidder (L1) is selected for each individual item/module, they will be grouped bidder wise and bidder wise Schedules having lowest evaluated prices for individual items/modules shall be regrouped as '**Module-I**', '**Module-II**' etc.
- (d) After the reshuffling as per point 'c' above, re-grouped schedule wise bid price shall be prepared accordingly and shall be termed as **NET BID PRICE (NBP)** for each regrouped schedule. The PBG (Performance Bank Guarantee) shall be calculated accordingly.
- (e) After the above process mentioned in point (c), whoever has the lowest **NET BID PRICE (NBP)**, shall be declared as 'L1' i.e. Lowest Evaluated Bidder and the job will be awarded to that bidder as per the T&C of the of the Tender/Proposed Contract i.e. the re-grouped Schedule wise Purchase Order to Lowest Evaluated Bidder shall be placed.
- (f) If more than one bidder happens to quote the same lowest price for an item/module, HRI reserves the right to decide the criteria and further process for awarding the contract. The decision of HRI shall be final for awarding the contract.

Signature and seal of the bidder

Place:

Date: