



JAMIA MILLIA ISLAMIA

Maulana Mohammad Ali Jauhar Marg, Jamia Nagar New Delhi-110025

E-TENDER NOTICE

BID DOCUMENT

[Two bid system]

NIT- 12/PSS/RO/JMI/2025/II

Date: 23.04.2025

On behalf of The VICE CHANCELLOR, Jamia Millia Islamia (JMI), New Delhi, INDIA, online bids (Two-Bids System) are invited for supply of Equipment from reputed manufacturers or their authorized agents for the supply/installation/commissioning of the following item(s):

CRITICAL DATE SHEET

Particulars	Upright Metallurgical Microscope
Publishing Date	23.04.2025
Bid Documents Download / Sale Start Date	23.04.2025
Bid Submission start date	23.04.2025
Bid Submission end date	28.04.2025 (6.00 PM)
Bid Opening date	30.04.2025 (11.00 AM)
EMD (Refundable)	36000/- (to be submitted in Purchase & Store Section)

Minimum Warranty : One Year

Website for Online bid Submission : <https://eprocure.gov.in>

Technical Specifications are available at the bottom of the document.

In place of a Bid security, the Ministries/ Departments may require Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit performance security before the deadline defined in the request forbids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

KINDLY NOTE THAT ONLY ONLINE BID WILL BE CONSIDERED AGAINST THISTENDER. Further, requests for postponement will not be entertained. Bids send by post/Fax/email bids shall be rejected straightway.

The Vice Chancellor, JMI reserves the right to accept/reject any or all tenders either in part or in full without assigning any reasons there for.

The Registrar

Note: All the bidders may kindly note that all future corrigendum/amendments will be published on JMI website and <https://eprocure.gov.in> website only and no separate newspaper shall be released for the same. All the prospective bidders are therefore requested to visit the website regularly for any such changes/update.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

- (i) "The Order" means the Purchase Order placed by the Purchaser including all the attachments and appendices thereto and all documents incorporated by reference therein.
- (ii) "The Contract Price" means the price payable to the Supplier under the Order for the full and proper performance of its contractual obligations.
- (iii) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract.
- (iv) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract
- (v) "GCC" mean the General Conditions of Contract contained in this section.
- (vi) "SCC" means the Special Conditions of Contract.
- (vii) "The Purchaser" as specified in Special Conditions of Contract.
- (viii) "The Purchaser's country" is "India".
- (ix) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (x) "Day" means calendar day.
- (xi) JMI/The Registrar/Purchaser/and SPO represent same entity.

2. Application

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

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. When no applicable standard is mentioned, the authoritative standard appropriate to the Goods' country of origin shall apply. Such standards shall be the latest issued, by the concerned institution.

4. Use of Contract Documents and Information

4.1 The bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

5. Patent Rights

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

6. Submission of the bids and bid securing declaration

6.1 The procurement will be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by JMI will be out rightly rejected. Tender documents can be downloaded from website of <https://eprocure.gov.in> and final bids (Technical and Financial) are to be uploaded on same website i.e. <https://eprocure.gov.in>. The bidders should have a valid digital signature certificate (Class-III) issued by any of the valid Certifying Authorities to participate in the online tender. The bids shall be uploaded in electronic form only on <https://eprocure.gov.in> website. Before submission of bids, the bidders are requested to kindly read the "Guidelines to bidders on Instruction to bidder for online participation available at the end of this tender document.

6.2 In place of a Bid security, the Ministries/ Departments may require Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

7. Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

8. Packing

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.
- 8.3 Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:
- (i) Item Nomenclature
 - (ii) Order/Contract No.
 - (iii) Country of Origin of Goods
 - (iv) Supplier's Name and
 - (v) Packing list reference number

9. Delivery and Documents

- 9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the order within the period as indicated in the SCC. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 9.2 Delivery of the goods should be made within a maximum of **140 Days** from the date of placement of purchase order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AWB etc and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:
- (i) Three copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount.
 - (ii) Acknowledgment of receipt of goods from the consignee(s) by the transporter.
 - (iii) Insurance Certificate if applicable.
 - (iv) Manufacturer's/Supplier's warranty certificate.
 - (v) Inspection Certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report; and
 - (vi) Certificate of Origin.
 - (vii) Two copies of the packing list identifying the contents of each package.
- 9.3 The above documents should be received by the Purchaser before the arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses including demurrage charges.

10. Insurance

- 10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 10.2 For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" The insurance shall be valid for a period of not less than three months after installation and commissioning. ***However, in case of orders placed on FOB/FCA basis, the purchaser shall arrange Insurance.***

11. Transportation

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

12. Spare Parts

- 12.1 As specified in the SCC, the Supplier may be required to provide any or all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (i) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided this election shall not relieve the Supplier of any warranty obligations under the Contract.
- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case, within six months of placement of order.
- 12.3 The incidental services also include:

12.4 Furnishing of one set of detailed operations & maintenance manual.

13. Warranty

13.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from manufacturing, design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. **The warranty should be comprehensive and on site.**

13.2 This warranty shall remain valid for a period as mentioned on specification page after the Goods or any portion thereof as the case may be, have been delivered, installed & commissioned and accepted at the final destination indicated in the Contract.

13.3 The warranty period shall be as mentioned on specification page from date of successful installation of equipment. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier's discretion shall apply making such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at supplier own cost and expense and to carry out further performance tests. **The warranty should be comprehensive on site.**

13.4 If during the warranty period any component or spare part is needed, the same should be supplied free of cost with same configuration or better configuration. All associated costs for replacement of spare parts shall be borne by the supplier including the cost of customs duty, customs clearance charges etc.

13.5 In case of complaint regarding repairing/replacement of equipment/instrument within warranty period, the supplier will provide repair/replacement immediately. In case of non-compliance/ delay compliance, the supplier will be penalized with an amount mutually agreed upon and it would be deducted from bank guarantee.

14. Payment

14.1 Preference will be given to the supplier who supplies the goods against 100% payment after supply, Installation and commissioning of the equipment(s). Payment may be made through L/C.

14.2 Agency commission, if any shall be paid after satisfactory installation & commissioning of the goods.

14.3 Purchasers are not liable to pay any interest amount on EMD in any condition.

14.4 Payment of bill shall be processed after completion of supply of all goods as per order. Part payment/piecemeal payment of purchase order shall not be allowed.

15. Prices

15.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in the bid.

15.2 Price will be quoted in both words and figures. In case of any difference, the prices quoted in words shall prevail.

16. Subcontracts

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

16.2 Sub-contract shall be only for bought-out items and sub-assemblies.

17. Delays in the Supplier's Performance

17.1 Since time is the essence of the contract, delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.

18. Penalty

18.1 If the Supplier fails to deliver any or all the Goods or to perform services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price. Such payment shall be deducted from the same bill or any other bill due to supplier from JMI

19. Termination for Default

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

(i) If the Supplier fails to deliver any or all the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser.

(ii) If the Supplier fails to perform any other obligation(s) under the Contract.

- (ii) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 19.2 For the purpose of this Clause:
- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of gratification to influence the action of a public official(s) in the procurement process or in contract execution.
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;""
- 20. Force Majeure**
- 20.1 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.
- 20.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, act of God and freight embargoes.
- 21. Resolution of Disputes**
- 21.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 21.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a contractual dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.
- 21.3 In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Registrar JMI and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- (i) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with the provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- 22. Taxes and Duties**
- 22.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so, stipulated in the order.
- 23. Inspection and Tests:** Inspection and tests prior to shipment of Goods and at final acceptance are as follows:
- 23.1 After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturers' test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser shall be present at the supplier's premises during such inspection and testing by purchaser. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.
- 23.2 The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble-free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out the acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.

- 23.3 In the event of the ordered item failing to pass the acceptance test, a period not exceeding one week will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.
- 23.4 Successful conduct and conclusion of the acceptance test for the installed goods and equipment(s) shall also be the responsibility and at the cost of the Supplier.
- 24. Manuals and Drawings**
- 24.1 Before the goods are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
- 24.2 The Manuals shall be in English in such form and numbers as stated in the contract.
- 24.3 Unless and otherwise agreed, the goods/ equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawings have been supplied to the Purchaser.
- 25. Applicable Law:** The place of jurisdiction would be New Delhi, INDIA.
- 26. Notices:** For the purpose of all the notices, the following shall be the address of the Purchaser and Supplier.

I Purchaser:

The Registrar JAMIA MILLIA ISLAMIA
Maulana Mohammad Ali JauharMarg,
Jamia Nagar, New Delhi-110025
+91-11-26981717

ii Supplier:

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(To be filled in by the supplier)

INSTRUCTION TO BIDDERS (ITB)

INTRODUCTION

1. Eligible Bidders

- 1.1 This invitation for Bids is open to all manufacturers or their dealers specifically authorized by the manufacturers to quote on their behalf for this tender as per manufacturer's authorization form and Indian agents of foreign principals, if any who possess the qualifying requirements specified in this tender.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.3 If any agent submits bid on behalf of the Principal/OEM, the same agent shall not submit as bid on behalf of any other principal/OEM in the same tender for the same product.
- 1.4 In a bid, either the Indian Agent on behalf of the principal/OEM or principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same bid.
- 1.5 The bidders may submit the proprietary certificate for the item(s) if applicable

2. Cost of Bidding

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

THE BIDDING DOCUMENTS

3. Cost of Bid Document

- 3.1 As mentioned on first page.

4. Contents of Bid Document

- 4.1 The Bidder is expected to examine all instructions, forms, terms (ITB/GCC/SCC etc.), and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive shall result in rejection of the bid.

5. Amendment to Bid Document

- 5.1 The prospective bidders are **required** to keep a watch on the CPPP/JMI website w.r.t. any amendment to the tender document or to clarification to the queries raised by the bidders up to seven days prior to the opening of the tender. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

6. Documents Comprising the Bid

- The bid is required to be uploaded its bids on the CPPP portal in **two parts in prescribed excel format available on the website only**. One part is the Techno-Commercial Unpriced Bid and the other part is the Financial/Price Bid.
- 6.1 The Techno-Commercial Unpriced Bid prepared by the Bidder shall include the following without indicating the price in the Bid Form.
- (i) Scanned copy of Bid securing declaration;
 - (ii) Service Support Details Form;
 - (iii) T&C Deviation Statement Form;
 - (iv) Technical Specification Compliance Form;
 - (v) Performance Statement Form;
 - (vi) Manufacturer's Authorization Form.
 - (vii) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted as per qualification requirements/criteria.
 - (viii) Bid Form.
 - (ix) The Comprehensive Annual Maintenance Contract (CAMC) terms & conditions detailing the exclusions, if any and the estimated life of the equipment offered.
 - (x) If the demonstration of the goods/equipment is deemed essential as per the technical requirements then confirmation reflecting willingness to arrange demonstration of

the equipment offered free of charge at JMI or any other location on a mutually agreeable date, prior to opening of priced bid to ascertain conformity with the tendered specifications.

- (xi) Scanned copy of Certificates like Registration, PAN, TIN, Service Tax, Sales Tax, Trade Tax Regn, GST.
- (xii) Scanned copy of Proof of Balance Sheet with Auditor Report for the last three years.
- (xiii) Scanned copy of Letter of authorization to submit bid.
- (xiv) Undertaking that the agency has not been blacklisted by a Central/State/UT Govt.
- (xv) Singed and Scanned copy of all Annexures duly filled.
- (xvi) Scanned copy of the authorized agent/ distributors/supplier.

Note: - All documents should be clearly scan and upload on the portal.

- 6.2 The Financial/Price Bid shall comprise of the Techno Commercial Bid with price indicated in the bid form. Also, Price Schedule 'Part A' and 'Part B' given with tender to be uploaded after filling all relevant information like Rate, freight, insurance, custom duty etc. The Rate should be inclusive of all charges and no other charges shall be considered. The priced bid should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of Price schedule sheet will not be accepted by system).

7. Bid Prices

- 7.1 The Bidder shall indicate the unit prices and total bid prices of the goods it proposes to supply under the order and enclose it with the priced bid.

- 7.2 Prices indicated shall be entered separately in the following manner **(For Indigenous Items):**

- (i) The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable

- (ii) **Taxes:** JMI is exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997 and Customs Duty under notification No.51/96 dated 23.07.1996. **Hence Excise Duty, if any, should be shown separately.** Please mention the applicable taxes (GST) clearly. We don't issue any 'Form C' or 'Form D'. However, being R&D Organization Concessional customs duty Forms can be issued. **No other charges except those mentioned clearly in the bid will be admissible.**

- (iii) Rates should be quoted F.O.R. at site at JMI, New Delhi inclusive of packing, forwarding, loading & unloading, shifting up to the site of installation at JMI, installation and commissioning charges etc. If ex-works prices are quoted then packing, forwarding, documentation, freight and insurance charges must be clearly mentioned separately and clearly. Vague terms like packing, forwarding, transportation etc. without mentioning the specific amount/percentage of these charges will not be accepted. Such offers shall be treated as incomplete and rejected. **Where there is no mention of packing, forwarding, freight, insurance charges, such offers shall be assumed as all inclusive of above charges.**

- 7.3 Prices indicated shall be entered separately in the following manner **(For Imported Items, quote the DDP price all inclusive of all charges as given below):**

- (i) **The price of the goods quoted shall be inclusive of export packing, forwarding, inland freight, airfreight, Insurance, custom clearance charges, customs duty, loading & unloading, delivery, shifting if required up to the site/laboratory at JMI, installation and commissioning, training and insurance from warehouse to warehouse (up to site of installation of JMI).And other local costs incidental to delivery of the goods up to the site of installation at JMI. However the JMI will provide Original Duty Exemption Certificate, copy of DSIR Registration certificate etc. if required by the vendor.**

- 7.4 Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price the bid will be treated as non - responsive and rejected.

8. Bid Currencies

- 8.1 Prices shall be quoted in Indian Rupees or in freely convertible foreign currency preferably in **USD (\$), Euro (€), Yen (¥), GBP (£), SGD & AUD** wherever possible for correct evaluation during comparison.

9. Documents Establishing Bidder's Eligibility and Qualifications

- 9.1 Pursuant to JMI, the bidder shall furnish, as part of the bid, documents establishing the bidders' eligibility to bid and qualification to perform the contract if the bid is accepted.

- 9.2 That the bidder meets the qualification criteria listed in Bid Document.

10. Documents Establishing Goods' Eligibility and Conformity to Bid Document

The documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

10.1 Specifications are basic essence of the product. It must be ensured that the offers are strictly as per specifications. At the same time it must also be kept in mind that merely copying our specifications in the bid shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid Document may be in the form of literature, drawings, data, and shall consist of:

- (i) A detailed description of the essential technical and performance characteristics of the goods as per specifications;
- (ii) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
- (iii) An item-by-item commentary on the Purchaser's 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.

11. Period of Validity of Bids

11.1 Bids shall remain valid for 90 days from the date of opening the bid prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

12. Format and Signing of Bid

12.1.1 The Bidder shall upload the bids in two parts. One part shall contain Techno commercial un-priced bid and the other shall contain the priced bid.

12.2 All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

12.3 Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid endorse them.

12.4 The Bidder shall furnish information on commissions or gratuities, if any paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract as per the bid form.

12.5 The bid once accepted and awarded the contract the bidder will be obliged to execute the contract for the delivery and commissioning of the product at JMI.

13. Modification and Withdrawal of Bids

13.1 The Bidder may modify or withdraw its bid after the bid's submission; prior to the deadline prescribed for online submission of bids.

13.2 No bid may be modified subsequent to the deadline for online submission of bids.

13.3 No bid may be withdrawn in the interval between the deadline for online submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

OPENING AND EVALUATION OF BIDS

17. Opening of Bids by the Purchaser

17.1 The Purchaser will open all Techno Commercial Un-Priced Bids, as per the schedule given in invitation to bids.

17.2 In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened on the next working day.

17.3 The Financial/price bid of technically qualified bidders only will be opened at the date and time to be informed to the qualified bidders.

18. Clarification of Bids

18.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion, ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price substance of the bid shall be sought, offered or permitted. However, no post Bid clarifications at the initiative of the Bidder shall be entertained.

19. Preliminary Examination

19.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bid from suppliers, without proper Authorization from the manufacturers and

from Indian agents without DGS&D Registration Certificate in case the items fall under the restricted list of the current EXIM/Foreign.

- 19.2 The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
- 19.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations.
- 19.4 On downloading from the web site, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tampered with/ changed/modified in any manner whatsoever. If any such modification etc. is noticed the purchaser at any stage, the bid shall be rejected immediately and EMD shall stand forfeited.

20. Conversion to Single Currency

- 20.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers/banks' website on the date of Price/Financial Bid opening.

21. Evaluation & Comparison of Bids

- 21.1 For the bids qualifying for the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under:

(i) **Indigenous Offers**

The final landed cost of purchase after all discounts, freight, forwarding, insurance (warehouse to warehouse), custom clearing charges taxes etc. shall be the basis of evaluation.

(ii) **Imported Offers**

The FOB/FCA/CIF/CIP price shall be the basis of evaluation (warehouse to ware house basis)

(iii) **Imported Vs. Indigenous Offers**

The final landed cost (ware house to ware house) of purchase taking into account, freight, forwarding, insurance, taxes etc. (CIF/CIP with customs duty, customs clearance charges, Bank/LC charges, transportation, delivery up to the site of installation at JMI, New Delhi as per available records with JMI for imported goods) shall be the basis of evaluation.

- 21.2 Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc, will be ignored for determining *inter-se* position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.

22. Contacting the Purchaser

- 22.1 Any attempt by any Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bid.

23. Purchaser's Right to Vary Quantities At Time Of Award

- 23.1 The Purchaser 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.

24. Purchaser's Right To Accept Any Bid and To Reject Any or All Bids

- 24.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
- 24.2 Evidence regarding credibility of stable performance and maintenance service capability must be provided. The purchaser reserves the right to make judgment on this score and reject bids that, in the purchaser's view, do not carry sufficient credibility for performance and/or service.

25. Notification of Award

- 25.1 Prior to expiry of the period of bid validity, the purchaser will notify the successful bidder in writing by Purchase Order.
- 25.2 Upon the successful Bidder's furnishing of performance security the purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

26. Order Acceptance

- 26.1 The successful bidder should submit acceptance of the Purchase Order immediately but not later than 21 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited
- 27. Performance Security**
- 27.1 The successful Bidder shall furnish the performance security equivalent to 3% of the cost of equipment, in the form of Bank Guarantee from scheduled bank after installation/ commissioning of the equipment(s). which would remain valid for a period of 60 days beyond the date of completion of all obligations of the supplier including warranty obligation. JMI shall forfeit Bank Guarantee in the event of breach of contract by the successful supplier.
- 27.2 The payment will be released on receipt of performance security as per 26.1 above,
- 28. Buy Back Items**
- 28.1 If the goods are to be quoted on 'Buy Back' basis, then bidders must offer a separate buy back price for the old item. The Purchaser reserves the right to place the order with or without 'buy back' option. If required the condition of old buy back goods may be examined by the bidder before submission of its bid.
- 29. Progress of Supply**
- 29.1 Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:
- (i) Quantity offered for inspection and date;
 - (ii) Quantity accepted/rejected by inspecting agency and date;
 - (iii) Quantity dispatched/delivered to consignees and date;
 - (iv) Incidental services have been satisfactorily completed with date;
 - (v) Number of rectifications/repairs/replacements effected/completed on receipt of any communication from consignee/Purchaser with date;
 - (vi) Date of completion of entire Contract including incidental services, if any; and
 - (vii) Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).
- 30. Right to Use Defective Goods**
- 30.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.
- 31. Supplier Integrity**
- 31.1 The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.
- 32. Training**
- 32.1 The Supplier is required to train designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.
- 32.2 The training shall be initially carried out during installation & commissioning for operating and maintaining the system. The specific training on application shall also be imparted by the supplier. The duration of such training need to be finalized with the end user of the equipment.
- 32.3 In case any supplier is not willing to impart such training, the bid shall be treated as non-responsive.

BID FORM

To,

The Vice Chancellor,

JAMIA MILLIA ISLAMIA

Maulana Mohammad Ali Jauhar Marg, Jamia Nagar, New Delhi-110025

Dear sir,

Having examined the bidding document the receipt of which is hereby duly acknowledged, we the undersigned offer to supply and deliver _____(Description of Goods) in conformity with the said bidding documents for a sum or such other sums as may be ascertained from the bid.

We undertake if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified.

If our bid is accepted we will obtain the guarantee of the bank as specified in SCC for the due performance of the contract, in the form prescribed.

We agree to abide by this bid for requisite period as fixed for bid opening as per the instructions to the bidders. Further it shall remain binding upon us and accepted at any time before the expiry 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.

Commission and gratuities, if any, paid or to be paid by us to the agents relating to this bid, and to contract execution if we are awarded the contract, are listed below:

Name and address	Amount in Rupees	Purpose of Commission of agent
(if none, state "none")		

We understand that you are not bound to accept the lowest or any bid you may receive. Dated this _____ day of _____ 20_____

Signature _____ In the capacity of _____

Duly authorized to sign the bid for and on behalf of _____

MANUFACTURERS AUTHORIZATION FORM

No.

Date: _____

Vice Chancellor

JAMIA MILLIA ISLAMIA

Maulana Mohammad Ali Jauhar Marg, Jamia Nagar, New Delhi-110025

Dear Sir:

We who are established and reputable manufacturers of having factories/works at *(address)* do hereby authorize M/s *(Name and address of Agent)* to submit a bid, negotiate and receive the order from you against your tender enquiry mentioned on front page.

No company or firm or individual other than M/s is authorized to bid, and conclude the contract in regard to tender.

We hereby extend our full guarantee and warranty as per Clause 10.2 (iv) of the General Conditions of Contract and Clause of the Special Conditions of Contract for the goods and services offered by the above firm.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial unpriced bid.

Form of Performance Bank Guarantee/Bank Guarantee

BG No.:..... Date.....

From The Name of the Bank	To Jamia Millia Islamia New Delhi-India
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In consideration of the Jamia Millia Islamia, New Delhi (hereinafter called "The JMI") having offered to accept the terms and conditions of the proposed agreement between The JMI.....and..... (hereinafter called "the Contractor(s)" for the work.....(hereinafter called "the said agreement") having agreed to production of an irrevocable Bank guarantee for Rs..... (Rupees.....only) as a security/guarantee form the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (hereinafter referred to as the "Bank") hereby undertake to (Indicate the name of the Bank) Pay to the JMI an amount not exceeding Rs..... (Rupees... .. only) on demand.
2. We...(indicate the name of the Bank) Do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the JMI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees...only).
3. We, The said Bank, further undertake to pay to the JMI any money so demanded notwithstanding any disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
4. We(indicate the name of the Bank)further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the JMI under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, as per the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
5. We.....(Name of the bank) further agree with the JMI that the JMI shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the JMI against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement,

and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the JMI or any indulgence by the JMI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We(Name of the bank)..... lastly under take not to revoke the Guarantee except with the previous consent of the JMI in writing. This bank Guarantee on the Bank or its successors or permitted assigns.
8. We.....(Indicate the name of the Bank).....lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the JMI extended on demand by the JMI. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees.....only), and unless a claim/demand is made on the bank in writing on or beforeall your rights under the Guarantee will be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Authorized Signatories of the Bank with name and Seal

Name of the Officer:

Designation:

Code if any:

Date:

Place

TECHNICAL COMPLIANCE STATEMENT FORM

An item-by-item commentary on the Purchaser's 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.

ITEM NAME			
S.No.	Tender Specifications	Bidder's Specifications	Remarks/Deviation If any

(Technical literature/brochures/manuals should be attached along with this format)

Please note:

1. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.
2. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above, failure regarding which may result in rejection of bid.

QUALIFICATION REQUIREMENTS

1. The Bidder should be a manufacturer or their dealer specifically authorized by the manufacturer to quote on their behalf for this tender as per manufacturer authorization form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipments must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in R&D activities.
2. The Indian Agents of foreign manufacturers/ suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current Foreign Trade Policy must be registered with DGS&D. One Indian Agent cannot represent two different foreign principals for the same item in one tender.
3. The bidder should have executed at least one similar order successfully during the preceding three financial years. The details should be incorporated in the performance statement form along with documentary evidence.
4. Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form.
5. That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if successful) represented by an Agent in India who shall be equipped and able to carry out the Supplier's maintenance, repairs and spare parts, stocking obligations prescribed by the conditions of the contract.
6. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for five years after end of warranty period if required.
7. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.
8. Other things being equal, preference shall be given to firms who or his principal have supplied and installed similar system at any CSIR/ ICAR/ ICMR/DAE/ DRDO/ DST/DBT/other Govt. or autonomous research Labs in India.
9. ***Any additional bid participation criteria / eligibility conditions etc. mentioned in the Technical Specifications sheet will also form part of the Qualification Requirements along with those mentioned in this chapter.***

The Registrar

Annexure – X

BID SECURING DECLARATION

I, _____ S/o _____, R/o _____, Aadhar
No. _____, Proprietor/Partner/Director of _____ do hereby solemnly and
sincerely declare as under:

1. That I/we are bidding for the tender no. _____ in
Jamia Millia Islamia.
2. That if we withdraw or modify our Bids during the period of validity, or if the contract is awarded to us and we fail to
sign the contract, or to submit a performance security before the deadline defined in the request for bids document,
we will be suspended for the period of time specified in the request for bids document from being eligible to submit
Bids for contracts with the Jamia Millia Islamia.

Name Signature Address

Mobile Number Aadhar Number

Company/Partnership/Proprietorship Name with seal

Technical Bid For Reference Only**JAMIA MILLIA ISLAMIA**

Maahana Mohammad Ali Jauhar Marg, Jamia Nagar New Delhi-110025

Technical Bid

NIT No.		
Name of the Firm		
S. No.	Description	Remarks
1	Scanned copy of Bid securing declaration	
2	Service Support Details Form	
3	T&C Deviation Statement Form	
4	Technical Specification Compliance Form	
5	Performance Statement Form	
6	Manufacturers Authorization Form	
7	Experience:	
8	Bid Form.	
9	The Comprehensive Annual Maintenance Contract (CAMC) terms & conditions detailing the exclusions, if any, and the estimated life of the equipment offered.	
10	If the demonstration of the goods/equipment is deemed essential as per the technical requirements then confirmation reflecting the willingness to arrange demonstration of the equipment offered free of charge at JMI or any other location on a mutually agreeable date, prior to opening of priced bid to ascertain conformity with the tendered specifications.	
11	Scanned copy of Certificates like Registration, PAN, TIN, Service Tax, Sales Tax, Trade Tax Regn, GST.	
12	Scanned copy of Proof of Balance Sheet with Auditor Report for the last three years.	
13	Scanned copy of Letter of authorization to submit bid.	
14	Undertaking that the agency has not been blacklisted by a Central/State/UT Govt.	
15	Signed and Scanned copy of all Annexures duly filled.	
16	Scanned copy of the authorized agent/ distributors/supplier	

Price Bid Format

**(To be download and uploaded in the prescribed Excel
Format available on CPPP Portal)**

Technical Specifications

TECHNICAL SPECIFICATIONS OF UPRIGHT METALLURGICAL MICROSCOPE

S. NO.	FEATURES	DESCRIPTIONS
1	MICROSCOPE BODY:	MICROSCOPE FRAME FOR TRANSMITTED AND REFLECTED LIGHT, THE MICROSCOPE FRAME SHOULD BE SUITABLE TO HOLD THE SPECIMEN OF HEIGHT UP TO 0 TO 38MM OR BETTER WITHOUT A SPACER
2	MAGNIFICATION:	10X, 20X, 50X AND 100X WITH ALL OBERVATION MODE
3	OBSERVATION MODE:	MICROSCOPE SHOULD BE EQUIPPED WITH BF, DF, FLUORESCENCE, POL & DIC AND TWO BEAM INTERFEROMETRY
4	OPTICAL SYSTEM	INFINITY-CORRECTED OPTICAL SYSTEM
5	EYEPIECE TUBE:	TRINOCULAR EYEPIECE TUBE WITH THREE WAY LIGHT PATH SELECTOR: 100:0 / 0:100 (F.O.V. 22MM)
6	EYEPIECE LENS:	TWO PC, 10X EYEPIECE (F.O.V. 22MM)
7	I ILLUMINATION MODEL	MANUAL TYPE
8	NOSE PIECE:	UNIVERSAL NOSEPIECE COMPATIBLE FOR BRIGHTFIELD & DARK FIELD, DIC & POL APPLICATION
9	ANALYZER:	ANALYZER FOR REFLECTED LIGHT
10	POLARIZER:	POLARIZER FOR REFLECTED LIGHT WITH SLIDER AND WITH 360 DEGREE ROTATION
11	OBJECTIVE LENSES :	PLAN FLOUER/SEMI-APOCHROMAT OBJECTIVES WITH MORE THAT 80% TRANSMITTANCE. TRANSMITTANCE CURVE DETAILS SHOULD BE SUBMITTED ALONGWITH THE TECHNICAL BID
		• 10X, NA/ WD 0.30MM OR HIGHER, FOR BF, DF, POL & DIC.
		• 20X, NA 0.45MM OR HIGHER, FOR BF, DF, POL & DIC.
		• 50X, NA 0.80MM OR HIGHER, FOR BF, DF, POL & DIC.
		• 100X, NA 0.90MM OR HIGHER, FOR BF, DF, POL & DIC.
		OBJECTIVE CATEGORY, MANUFACTURER NAME, AND N.A./WD ETC. SHULD BE ENGRAVED ON THE OBJECTIVE MANDATORY FOR ENSURING QUALITY
12	STAGE:	X Y (150MM X 100MM) RIGHT HANDLE MECHANICAL STAGE WITH STAGE PLATE

13	CAMERA:	HIGH-RESOLUTION COLOR COOLED CMOS CAMERA WITH MINIMUM 5.5 MPX RESOLUTION, LIVE SPEED ATLEAST 30 FPS, WITH SUITABLE C-MOUNT
14	SOFTWARE	IMAGE CAPTURING AND MOVIE ACQUISITION (AVI FORMAT), IMAGE ANALYSIS AND ANNOTATION, LAYER MANAGEMENT, CROSSHAIR, IMAGE FILTER, DIGITAL PRACTIVE GRID, LINE PROFILE DISPLAY, 2D-GEOMETRICAL MEASUREMENT, AND REPORT CREATION IN WORD AND EXCEL FORMAT
15	COMPUTER SYSTEM	BRANDED PC WITH INTEL I7 PROCESSOR WITH 3 GHZ PROCESSOR, 16GB RAM, 1TB OR MORE HDD, USB PORT, MOUSE, AND KEYBOARD ALONGWITH MINIMUM 24" LCD/LED COLOR MONITOR, ORIGINAL WINDOW 10 OR HIGHER VERSION
16	NOTE:	<p>1) MICROSCOPE, OBJECTIVE LENSES, CAMERA & SOFTWARE SHOULD BE FROM THE SAME MANUFACTURER FOR BETTER COMPATIBILITY & INTEGRATION</p> <p>2) SYSTEM SHOULD BE UPGRADABLE FLUORESCENCE MICROSCOPY AND COMPATIBLE WITH ATTACHED HOT AND COOLING STAGES IN THE FUTURE.</p> <p>3) ORIGINAL PRODUCT LATEST CATALOGUE AND WEBSITE DETAILS MUST BE SUBMITTED ALONG WITH THE BID AND SHOULD ALSO BE EASILY AVAILABLE ON GOOGLE</p> <p>4) DUST COVER SHOULD BE INCLUDED TO PROTECT THE MICROSCOPE FROM DUST</p> <p>5) USERLIST OF SHOULD BE PROVIDED</p> <p>6) POINTS TO POINTS TECHNICAL COMPLIANCE STATEMENT SHEET OF ENCLOSED FORMAT ONLY SHOULD BE DULY FILLED AND PROVIDED WITH THE TECHNICAL BIDS.</p> <p>7) WARRANTY: 12 MONTHS</p>

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment must be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA/GNFC/IDRBT/Mtnl Trust line/SafeScript/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75- 100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid up dation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

For E-Tendering Help/Support in participation or guidance: -

Helpdesk No. – 0120-4001 002, 0120-4001 005, 0120-6277 787 or you may contact to below persons for any clarifications.

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of JAMIA MILLIA ISLAMIA

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

President of India represented through the Registrar, Jamia Millia Islamia, (Hereinafter referred as the

„Principal/Owner“, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to
as the (Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No

.....
)

(hereinafter referred to as “Tender/Bid”)

and intends to award, under laid down organizational procedure, contract for

(Name of work)

hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the 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/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- (3) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (4) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and 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/Owner's employees involved in the Tender process or 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 Bidder(s) 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 cartelize in the bidding process.
 - (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 the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (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.
- 3. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent

practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Jamia Millia Islamia.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner) WITNESSES:

1
(signature, name and address)

2
(signature, name and address)

Place:

Dated

Details of Independent External Monitors (IEMs) of the University:

1. Shri Madan Mohan Bhatia, IDSE (Retd.)
G-05, splendid Royale, Hosapalaye Main Road, Bengaluru – 560068 mmbhatia2001@yahoo.com
2. Shri M.P. Johnson, ISS (Retd.) Flat # 309, Block # 1
SMR Vinay Harmony county Bandlaguda Jagir, Kismatpur Road Hyderabad–500086(Telengana State) Email:
mpjohnson@rediffmail.com