



Homi Bhabha National Institute

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Mumbai – 400094.

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NOTICE INVITING TENDER NO : HBNI/COMP/2019/03

Procurement of **15** nos. of Personal Computers for HBNI, Mumbai.

Estimated Cost : Rs. 9,86,775/-
(inclusive of GST@ 18%)

Earnest Money Deposit : Rs. 19,736/-

- (a) Date of Issue of Tender : 15th May 2019
- (b) Prebid meeting with bidders : No-pre Bid meeting
- (c) Due date for submission of Tender : 27.05.2019 up to 15:00 hrs
- (d) Opening of tender : 27.05.2019 at 15:30 hrs

The Tender document shall be downloaded from the HBNI website www.hbni.ac.in . There shall be no enquiries regarding Tender document directly / or in person.

NOTE:

- (1) Canvassing in any form shall lead to disqualification from the process for participating in the Tender.

(Registrar)



HOMI BHABHA NATIONAL INSTITUTE

Regd. Office: 2nd Floor, Training School Complex, Anushaktinagar,
Mumbai 400 094

Telephone: 022-25597611

Tele Fax: 022-25503384

TENDER NO. HBNI/COMP/03/2019

INVITATION TO TENDER

Homi Bhabha National Institute (represented by its Competent Authority) invites tenders for **purchase of 15 (fifteen) number of Personal Computers** and execution of contract in accordance with purchaser's tender specification. The invitation to tender, tendering conditions, general conditions of contract, special conditions of contract and additional conditions of contract, if any, which will govern the contract pursuant to tender are attached. The PC specifications are attached as Annexure-1 at the end of this Tender document.

The Interested Bidders are required to submit the bid responses in the prescribed format. Bidders are also requested to go through the contents of this document and ensure that the bid is submitted within stipulated date and time indicated in the NIT, as per the technical specifications, and terms & conditions indicated herein. This Tender document shall be downloaded from the Institute website.

For and on behalf of HBNI

Registrar

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DEFINITIONS AND INTERPRETATION

In the invitation to tender, tendering condition, contract, general conditions of contract and special conditions of contract, unless the context otherwise require the following interpretation shall be valid.

- 1.1. "BID" shall mean the quotation in response to the NIT submitted with EMD, if applicable and within the period mentioned in the NIT.
- 1.2. "BIDDER" means an individual, a firm, a limited liability partnership, a company whether incorporated or not, an association of person or joint venture who has submitted a bid to execute the contract and shall be deemed to include his successors, heirs, executors, administrators and permitted assignees, as the case may be.
- 1.3. "CONSIGNEE" shall mean the authorized representative or officer of the purchaser at the site to whom the stores are required to be delivered in the manner indicated in the contract.
- 1.4. "CONTRACTOR" means a successful bidder with whom a contract agreement has been entered to by the purchaser and shall be deemed to include his successors, heirs, executors, administrators and permitted assignees, as the case may be.
- 1.5. "CONTRACT" or "PURCHASE ORDER" means and comprises of a letter or e-mail or ink signed or digitally signed document issued/sent by the purchaser conveying acceptance of bidder's/contractor's bid submitted in response to the invitation to tender, tendering conditions, general and special conditions of contract specified in the NIT within the validity of the bid and any subsequent amendments/alterations thereto made on the basis of mutual agreement.
- 1.6. "DELIVERY DATE" means date of completion of contract excluding warranty period and its obligations as stipulated in the contract.
- 1.7. "Vice Chancellor, HBNI" means the vice chancellor of HOMI BHABHA NATIONAL INSTITUTE, a deemed to be university & grant in aid institute of Dept of Atomic Energy, Govt. of India is the competent Authority and shall include his officials designated for the purpose or any other authorized in writing to execute the content on behalf of the purchaser.
- 1.8. "EARNEST MONEY DEPOSIT (EMD)" means the deposit made in the form and manner specified in the NIT by the participating bidder towards bid security.
- 1.9. "HINDRANCE" means an event resulting in stoppage or delay of work because of the purchaser as recorded by the contractor and authenticated by the purchaser.
- 1.10. "INSPECTOR" or "QUALITY SURVEYOR" means any engineer/officer nominated and deputed by the purchaser or their appointed consultants or quality surveillance agency or any other person authorized by the purchaser from time to time to act as his representative for the purpose of inspection of stores under the contract.
- 1.11. "Notice Inviting Tender (NIT)" means invitation to tender, tendering condition, general conditions of contract, special conditions of contract, additional conditions of contract, if any, and any other document mentioned thereto.
- 1.12. "PARTIES" mean the parties to the contract, i.e., the contractor and the purchaser named in the contract.
- 1.13. "PERFORMANCE BOND BANK GUARANTEE (PBBG)" means the deposit made in the form and manner specified in this document by the contractor towards satisfactory performance of the stores/plant supplied.

- 1.14. "PURCHASER" means Vice Chancellor, HBNI, the competent Authority of the institute or any other authorized officer and includes his successor or assignees.
- 1.15. "SECURITY DEPOSIT BANK GUARANTEE (SDBG)" means the deposit made in the form and manner specified in this document by contractor towards satisfactory performance of the contract.
- 1.16. "STORES" or "PLANT" means the materials, goods, machinery, plants, equipment or parts thereof specified in the contract which the contractor has agreed under the contract.
- 1.17. "SUB-CONTRACTOR" means any contractor engaged by the contractor with the prior approval of the purchaser in relation to the contract.

SECTION – A
Invitation to Tender and Tendering Conditions

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1. INVITATION TO TENDER

- 1.1. Vice Chancellor, HOMI BHABHA NATIONAL INSTITUTE, a deemed to be university & grant in aid institute of Department of Atomic Energy, Government of India, invites bids for execution of contract in accordance with the purchaser's technical specifications. The conditions of contract which will govern the contract pursuant to this tender are available in the NIT. Bidders who are in a position to submit their bid for the same as per the conditions stipulated in the NIT are requested to submit their bid in a manner and method specified in the NIT.

2. EMD

- 2.1. EMD where called for will have to be submitted by the participating bidder in the form and manner specified in the NIT so as to reach the purchaser at the address mentioned in the NIT on or before the due date and time mentioned in the NIT.
- 2.2. Non receipt of EMD as per Clause no. 2.1 above will result in rejection of bid without any reference to the bidder, except in cases given under Clause no. 2.3 below.
- 2.3. The following categories of bidders are exempted from submission of EMD:
- 2.3.1. Bidder submitting bid in the currency other than INR.
- 2.4. REFUND OF EMD
- 2.4.1. EMD of unsuccessful bidders will be returned within thirty days after finalization of the tender. EMD of successful bidders will be returned within thirty days of submission of security deposit as called for in the contract.

3. MANNER AND METHOD FOR SUBMISSION OF BIDS

- 3.1. All bids in response to this invitation shall be submitted in English in the HBNI office as under:
- 3.2. The bid shall include/contain all technical details, technical specifications, drawings, literature, reference to earlier supplies of similar equipment along with quantity, time required for submission and approval of drawings, manufacturing and delivery period, inspection/testing procedure, itemized list of spares and quantity recommended by the bidder for purchase, term of price, mode and payment terms, mode of dispatch, including all price details thereof.
- 3.3. The price bid shall be submitted strictly in accordance with the format provided by the Purchaser.
- 3.4. The bidder shall indicate lump sum cost of essential accessories and spares in the price bid format, wherever applicable, to make their bid complete in all respect as per purchaser's technical specifications, in the tender. The price break-up of main equipment, list of accessories and spares with quantity and unit price, if any, should be submitted as a separate document if required as per tender document.
- 3.5. Tender should be submitted in the HBNI office on or before the time and date specified for its submission.

4. PRICE

- 4.1. The prices quoted must be FIRM during the currency of the contract.

5. PAYMENT TERMS

- 5.1. Standard payment terms for supplies made against this invitation of tender will be as indicated in Clause – 6 of Part – B, Page No. 35 of this NIT.
- 5.2. Bidder quoting payment terms other than the one mentioned in the tender will be rejected

6. CONDITIONAL DISCOUNT

- 6.1. In case the bidder offers any conditional discount with regard to acceptance of the bid within a specific period or specific payment terms, delivery date, quantity, etc., the purchaser will not take into consideration such conditional discount while evaluating the bid.

7. VALIDITY OF BIDS

- 7.1. Bids shall be kept valid for acceptance for a period as mentioned in the tender. Bids with shorter validity period shall be rejected.

8. ONE BID PER BIDDER

- 8.1. Each bidder shall submit only one bid for a tender. All bids of the bidder who submits more than one bid for the same tender; will be rejected without any notice to the bidder.
- 8.2. If a bidder submits bid on behalf of two principals or if the bidder and his sister concern participate in the same tender or such instances where participation of any bidder leads to conflict of interest, the bid will be rejected without any notice to the bidder.

9. QUALIFYING REQUIREMENTS

- 9.1. The bidder is required to upload all supporting documents/information on the e-tender portal necessary for establishing their qualification as mentioned in the NIT.

10. OPENING OF BID

- 10.1. Unless otherwise preponed or postponed, tender will be opened on the date and time indicated in the NIT.
- 10.2. All the bidders who have submitted valid bids within the due date and time specified for its submission and found qualified, will be intimated by mail and price bid of the bidders who have participated in the tender opening meeting, after opening of the bid. The qualified bidders list will be available in the Institute website.

11. DECLARATION OF HOLIDAY

- 11.1. If the date(s) specified for opening of the bid is/are declared as holidays by Competent Authority due to any administrative reasons, then the due date(s) for receipt/opening of bid will get postponed to the next working day.

12. EVALUATION OF BIDS

12.1. TECHNICAL CLARIFICATIONS

After opening of the bid, if it becomes necessary for the technical authorities/user department of the purchaser to seek clarifications from the bidder, the same will be sought for from the bidder by the technical authorities/user department. In such event, the bidder shall furnish all technical information/clarification to the

concerned technical authority/user department directly to reach them on or before the due date and time fixed by the technical authorities with a copy to the purchaser. If the technical clarifications/details sought for by the technical authorities from the bidder do not reach them on or before the due date and time fixed for its receipt, such bid will be liable for rejection at the discretion of the purchaser without any further notice. The bidder shall not, however, furnish a new bid at this stage. A new bid at this stage will be rejected by the purchaser.

12.2. Evaluation of bid shall be based on technical specifications attached with the tender and on the basis of total landed cost.

12.3. **CAPACITY AND FINANCIAL CAPABILITY**

12.3.1. In case it is found that the bidder does not possess the requisite infrastructure, capacity, capability and their financial capability satisfactory or not meeting the qualification criteria indicated in the NIT or not complied with warranty obligations; such bids are liable to be rejected by the purchaser during evaluation of bid.

12.4. **PAST PERFORMANCE**

12.4.1. In case the past performance of the bidder is not found to be satisfactory with regard to quality, delivery date, warranty obligation and compliance of terms and conditions of the contract, their bid is liable to be rejected by the purchaser during evaluation of bid.

12.5. **POST SUPPLY INSPECTION**

12.5.1. The bidder should clearly mention requirement of post supply inspection in the bid. The purchaser reserves the right to deny access to the contractor or its representative or any third party to the Stores supplied by the contractor after its supply. Bids which are not complying with this post supply inspection requirement are liable to be rejected by the purchaser during evaluation of bid.

13. **QUANTITY**

13.1. Quantities mentioned in the NIT are approximate. One or more of the items of the stores tendered or a portion of any one or more of the items of such stores may be accepted by the purchaser. A bidder shall be bound to supply to the purchaser such an item or items or such portion or portions of one or more of the items as may be accepted by the purchaser.

14. **INSTALLATION/ERECTION AND COMMISSIONING**

14.1. Wherever, the purchaser's NIT includes installation and commissioning or supervision of installation and commissioning or erection and commissioning of the stores by the bidder, the bidder must clearly and separately quote the prices for the supply of the Stores and the charges for installation and commissioning or its supervision or erection and commissioning, as the case may be.

14.2. The bidder should not include charges towards installation and commissioning or its supervision or erection and commissioning in the price of the stores offered. In case of failure to quote separately, purchaser will deduct taxes as applicable on full contract value.

14.3. In respect of contracts involving installation and commissioning or its supervision or erection and commissioning by the contractor including the overseas contractor where identifiable charges for the same have been quoted, the contractor shall bear the tax liability as per the rates prevailing at the time of undertaking the job in

accordance with the relevant Act/Laws in force in India.

- 14.4. When the scope of the contract includes installation and commissioning, it shall be the sole responsibility of the contractor to undertake the installation and commissioning as and when called for, by the purchaser.

15. TEST CERTIFICATE

- 15.1. Wherever the tests and test certificates are required by the purchaser, test shall be conducted and test certificate shall be furnished by the contractor as per the requirement of technical specification.

16. OPERATION/INSTRUCTION MANUAL:

- 16.1. In respect of stores where instruction/operation manual is essential to enable the purchaser to put the stores into proper use, the contractor shall furnish such instruction/operation manual in English language along with the stores free of cost.

17. LEAFLET/CATALOGUE:

- 17.1. Bidder shall upload all necessary catalogues/drawings technical literature data sheet as are considered essential for full and correct evaluation of their technical bid. The bids are liable to be ignored if this condition is not complied with.

18. ACCEPTANCE OF BID

- 18.1. The purchaser shall be under no obligation to accept the lowest or any other bid and shall be entitled to accept or reject any bid in part or full without assigning any reasons whatsoever.
- 18.2. The purchaser also reserves the right to reject the bid, which is not in conformity with the conditions contained in this document or the instructions to bidders attached in NIT, if any including non-acceptance of submission of securities as called for in the NIT.

Clauses 20.0 to 24.0 are applicable only for bids quoted in INDIAN RUPEES.

19. STATUTORY LEVIES SUCH AS GOODS AND SERVICE TAX

- 19.1. Statutory levies at rate applicable for the purchaser within original delivery date will be admitted by the purchaser.

19.2. GOODS AND SERVICE TAX

- 19.2.1. The purchaser is entitled for GST at the concessional rate as per notifications issued by the Government, as amended from time to time, in respect of purchases made for certain stores.

- 19.3. Decision to avail concession/exemption, in each case will be at the sole discretion of the purchaser. Wherever concession/exemption is mentioned in the contract, purchaser will provide the relevant certificate to the contractor. It would be the responsibility of the contractor to obtain the same from the purchaser before affecting the delivery of stores failing which the excess tax paid by the contractor shall not be reimbursed by the purchaser.

- 19.4. The following certificates shall be submitted by the contractor to the paying authority along with the bills itself: -

- 19.4.1. Certified that Taxes and Duties charged has not been exempted under the respective Acts and rules made there-under and the amount claimed on account of inclusive all subsumed taxes and duties and is not more than what is payable under the provisions of relevant Act or the rules made there-under.

Certified further in respect of amount of Taxes and Duties claimed in the bill, no claim is pending for refund/or admissible for adjustment of Taxes and Duties.

Certified that in the event of refund in whole or in part of the element of taxes and duties from Government in future, we shall refund the amount of refund obtained by us to the purchaser.

Certified that we the contractor shall be solely responsible for payment of Taxes and Duties made in the Invoice to the concerned authorities and shall indemnify the purchaser from any claim or its liability from concerned authorities at any stage.

Certified that no refund has been obtained in respect of the reimbursement of Taxes and Duties made to contractor in respect of earlier reimbursements made by the purchaser.

In case of failure on our part to refund the reimbursement received from Tax Authorities, we the contractor hereby permit, the purchaser to deduct a sum equivalent to the amount refunded by the authorities without any further reference to the contractor, from any of their outstanding bills against this or any other pending Government Contracts and that no dispute on this account would be raised by the contractor.

Further certified that the, we abide-by the all provisions of Acts of the Government and rules made thereunder especially regarding anti-profiteering provisions. Certified further that we (our Branch or agent) _____

(address) are registered in the State of _____ under Registration numbers No. _____.

(Stamp and Signature of the Contractor)

20. CUSTOMS DUTY

20.1. In case an Indian bidder submits a bid for supply of out rightly imported stores in Indian Rupees, they should quote price for free and safe delivery of stores at destination. The name of their foreign contractor and country of origin shall also be indicated. However, purchaser will neither provide any certificate for availing concession/exemption from payment of customs duty nor will reimburse the same.

20.2. Bids on High Sea sales basis will not be considered.

21. FLUCTUATION IN THE STATUTORY LEVIES

21.1. Unless otherwise specifically agreed to in terms of the contract, the purchaser shall not be liable for any claim on account of fresh imposition and /or increase in statutory levies on raw materials and/or components used directly in the manufacture of the contracted stores, taking place during the pendency of the contract. However, any reduction in statutory levies on these raw materials and/or components must be passed on to purchaser.

22. AUTHENTICATION

22.1. The person digitally signing and uploading the bid or any other document in respect of the tender on behalf of the bidder shall be deemed to warrant that he has the authority to do so and the action will be binding on the bidder. The bidder shall

indemnify the purchaser from any consequences arisingthereof.

22.2. Overseas bidder should also refer Clause No. 46.1 of this Section for details on obtaining digital signature certificate valid in India.

22.3. If, on enquiry or later on, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the bidder and signatory liable jointly and severally for all costs and damages.

23. DELIVERY FOR CONTRACT IN INDIAN CURRENCY

23.1. Bidder should note that the bid is liable for rejection by the purchaser unless the bidder offers to complete the contract within the delivery date specified by the purchaser. The prices quoted by the bidder should include all charges involved for direct and safe delivery of the stores to the place of delivery indicated by the purchaser. Purchaser will neither undertake responsibility for transit insurance nor pay for it separately. No other delivery term than stated in the NIT will be accepted by the purchaser.

23.2. The stores shall neither be dispatched under 'purchaser's risk' nor consigned to 'self', but only to the consignee indicated in the contract. Non-adherence to this condition shall make the contractor liable to bear all consequential penalties/expenses such as demurrage, wharfage, etc. which the purchaser may incur.

23.3. The consignee will, as soon as possible, but not later than thirty days from the date of arrival of stores at destination notify the contractor of any loss or damage to the stores that may have occurred during transit to enable the contractor to repair/rectify the defects/damages or replace the stores as is appropriate, free of all charges. In case it is desired by the contractor for returning of the stores to them, all expenses towards transportation, etc. will be borne by the contractor and the contractor will also furnish bank guarantee as per format in Annexure for the payment already made by the purchaser to the contractor on this account, if any.

24. DOCUMENTS TO BE UPLOADED BY INDIAN BIDDER

24.1. Indian bidders are required to give/ provide Self Certified) a copy of the PAN card/letter and copy of the factory registration/license or shop establishment certificate/GSTIN etc. as applicable with the bid.

25. PURCHASE/PRICE PREFERENCE

25.1. Purchase/price preference to industries will be given as per the policy of the Government of India in force at the time of opening of bids provided their bid is in compliance with the conditions of the policy.

26. RESTRICTED INFORMATION CATEGORIES UNDER SECTION 18 OF ATOMIC ENERGY ACT, 1962 AND OFFICIAL SECRETS FINDER SECTION 5 OF THE OFFICIAL SECRETS ACT, 1923

26.1. Any contravention of the above-mentioned provisions by the bidder or contractor or its sub-contractor, consultant, adviser or its employees will invite penal consequences under the aforesaid legislations as amended from time to time.

27. PROHIBITION AGAINST USE OF THE NAME OF ANY INSTITUTION OF DEPARTMENT OF ATOMIC ENERGY WITHOUT PERMISSION FOR

PUBLICITY PURPOSES

- 27.1. The bidder or contractor or its sub-contractor, consultant, adviser or its employees or any one claiming on behalf of them shall not use the name of any Institution of Department of Atomic Energy for any publicity purpose through any public media like Press, Radio, T.V. or Internet without the prior written approval of the purchaser.

28. CONFIDENTIALITY

- 28.1. The drawings, specifications, prototypes, samples or any other correspondence/details/information provided by the purchaser relating to the tender or the contract shall be kept confidential by the bidder or contractor as the case may be, and should not be disclosed or passed on to any other person/firm without prior written consent of the purchaser. This clause shall also apply to anyone claiming through bidder or contractor, i.e., the sub-contractors, consultants, advisers of the contractor and its employees, etc.

29. CANVASSING

- 29.1. Canvassing in any form with regard to this tender will lead to rejection of the bid

30. EXPORT LICENSE/EXPORT PERMISSION (if only applicable)

- 30.1. It is entirely the responsibility of the bidder or contractor to obtain export permission/license/authorization for stores of foreign origin as required from the respective Government before arranging shipment.
- 30.2. The contractor shall reimburse all cost to the purchaser towards establishment of letter of credit or similar payment instruments in case of failure to obtain export licence/export permission, if applicable or failure to execute the contract.
- 30.3. The contractor shall indemnify the purchaser against any consequences in respect of any end-use declaration they/their overseas principals may furnish to the government/government agencies of the country of origin of the Stores, while seeking export permission/license. It is, therefore, necessary that the contractor offering stores from foreign countries shall have thorough knowledge of export contract regulations prevalent in those countries.
- 30.4. Post supply inspection by the contractor or his representative or any third party at purchaser's site, contrary to the terms and conditions of purchaser's contract shall not be permitted.

31. END USE CERTIFICATE

- 31.1.1.1. Whenever an End Use Certificate is desired by the bidder, the same shall be clearly mentioned in the bid and the purchaser shall provide an End Use Certificate as per the format given below. The purchaser will not provide any other document/declaration in this regard.

END USE STATEMENT

"We hereby certify that the item/s i.e. being procured from M/s..... against our Purchase Order No. HBNI/..... dated will be used for....."

We also certify that the item/s will not be used in designing, developing, fabricating or testing of any chemical, biological, nuclear, or weapons of mass destruction or activities related to it.

It is further certified that we will not re-export the Item/s prior to obtaining permission from the concerned authorities as may be required".

Vice Chancellor, HBNI

32. COMPLIANCE WITH THE SECURITY REQUIREMENTS OF THE PURCHASER

- 32.1. The contractor shall strictly comply with the security rules and regulations of the purchaser in force and shall complete the required formalities including verification from police and any other authority and obtain necessary prior permission for entry into the purchaser's premises, wherever authorized by the purchaser.

33. COUNTRY OF ORIGIN

- 33.1. Wherever the tenders are for imported stores, the country of origin of the stores must be clearly specified in the bid.

34. TERMS AND CONDITIONS OF THE CONTRACT

- 34.1. It must be clearly understood that any contract concluded pursuant to this NIT shall be governed by the General, Special and Additional Conditions of the Contract as contained in the NIT. Bidder must, therefore, take special care to go through the NIT. It should also be realized that the General Conditions of Contract, Special Conditions of Contract and Additional Conditions of Contract, if any, contained in NIT is binding and the bidder is willing to execute the contract as per the purchaser's terms and conditions of contract.

35. SAMPLES

- 35.1. Samples of the offered stores, if called for in the NIT, shall be submitted by the bidder free of all charges indicating purchaser's tender number so as to reach the authorized person on or before the last date of submission of bid and without any obligation of the purchaser as regards acceptance/approval, safe custody or safe-return thereof. Each sample submitted must be clearly labeled with the bidder's name and address and tender number. In the event of non-acceptance of the bid, the bidder shall collect the samples at his own expenses within fifteen days from the date of intimation. In case bidder fails to collect such samples within the designated time, the same will be disposed-off by the purchaser and no claim will be entertained from the bidder for the same. Bids without samples shall be rejected, where these were asked for submission in the NIT.
- 35.2. If the bidder submits the sample with his bid; the same shall not be considered to be part of the stores unless it has been specifically stated in the NIT.
- 35.3. In case supplies of tendered goods are required as per sample available with the purchaser, the purchaser will provide the sample on submission of a deposit as indicated in the NIT, as a standard for bidding and supply, on request. The