



**Tender for**  
Supply, Installation, Testing and Commissioning of  
Optical Spectrum Analyzer

at

**Inter-University Centre for Astronomy and Astrophysics**  
Post Bag -4, Ganeshkhind, Savitribai Phule Pune University Campus,  
Pune 411 007.

**Technical Bid**

**Technical Bid**  
**Supply, Installation, Testing and Commissioning of**  
**Optical Spectrum Analyzer**

**at**

INTER-UNIVERSITY CENTRE FOR ASTRONOMY & ASTROPHYSICS (IUCAA)  
POST BAG 4, GANESHKHIND, SAVITRIBAI PHULE PUNE UNIVERSITY CAMPUS,  
PUNE 411 007, INDIA

**Name of Work:** Supply, installation, testing and commissioning of Optical Spectrum Analyzer

A. Name of Vendor / Firm / Company \_\_\_\_\_

Postal Address \_\_\_\_\_

Telephone Off. \_\_\_\_\_

Telex / Fax \_\_\_\_\_

Email ID \_\_\_\_\_

**Signature & Seal of Bidder**

**INTER-UNIVERSITY CENTRE FOR ASTRONOMY AND ASTROPHYSICS**

**TENDER FOR**

**Supply, Installation, Testing and Commissioning of Optical Spectrum Analyzer**

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## **Copy of Advertisement**

### **Supply, Installation, Testing and Commissioning of Optical Spectrum Analyzer.**

The Director, Inter-University Centre for Astronomy & Astrophysics, Savitribai Phule Pune University Campus, Ganeshkhind, Pune – 411007, invites technical & financial bids for "Supply, Installation, Testing and Commissioning of Optical Spectrum Analyzer", from reputed vendor

Interested parties may view and download the tender document from Government Central Procurement Portal <http://eprocure.gov.in/epublish/app>, and the same is also available on IUCAA's website <https://www.iucaa.in/tenders>.

IUCAA reserves the right to reject any or all of the tenders without assigning any reasons.

Administrative Officer (Purchase)

## **SECTION – I**

### **TENDER NOTICE**

Inter-University Centre for Astronomy and Astrophysics (IUCAA), Post Bag 4, Ganeshkhind, Savitribai Phule Pune University Campus, Pune 411 007, invites sealed tenders in two-bid system, i.e., “Technical Bid” and “Financial Bid” from reputed vendors for "Supply, Installation, Testing and Commissioning of Optical Spectrum Analyzer".

Tender available on epublish & IUCAA website	: From 11/01/2021 from 1530 hrs.
Tender fees	: Rs. 1,500/- (One Thousand Five Hundred Only)
Submission of questionnaire for Pre-Bid Meeting	: 18/01/2021 up to 1700 hrs
Pre-Bid Meeting	: 20/01/2021 at 1100 hrs.
Closing date & time for receipt of tender	: 02/02/2021 at 1500 hrs.
Tender opening date & time	: 02/02/2021 at 1530 hrs.
Place of tender opening	: IUCAA’s office
Earnest Money Deposit (EMD)	: Rs.1,00,000/- (Rs. One Lac Only)

- 1) Bidders shall ensure that their tenders, complete in all respects, are dropped in the tender box located at the address given above on or before the closing date and time indicated as above, failing which the tenders will be treated as late and rejected.
- 2) Tender fees & EMD should be paid through **NEFT/RTGS** only. Photo copy of transaction ID or UTR no. should be uploaded along with technical bid. Tender fees and EMD will be waived in case of firms registered under National Small Industries Corporation (NSIC) / Micro Small & Medium Enterprises (MSME). Party may opt to submit Bid Securing Declaration (format given below) instead of submitting EMD.
- 3) The tender enquiry documents are not transferable. Tender document without EMD/Bid Security Declaration & Tender fees shall be summarily rejected. **Envelope-1 (Technical Bid) consists of: All documents mentioned in the Technical Bid Form along with Tender Fees & Earnest Money Deposit/Bid Security Declaration** the said envelope shall be sealed and marked as “**Technical Bid**”. **Envelope-2 (Financial Bid) consists of: The prices and all Commercial Terms and Conditions.** The said envelope shall be marked as “**Financial Bid**”. In case of any correction/addition/alteration/omission in original tender document shall be treated as non - responsive and shall be summarily rejected.
- 4) Tender in which any of the prescribed condition (s) is not fulfilled or any condition including that of conditional rebate is put forth by the bidders, shall be summarily rejected. However, the tenders with unconditional rebate will be acceptable.
- 5) In the event of any of the above mentioned dates being declared as a holiday / closed day for IUCAA, the tenders will be received/opened on the next working day at the appointed time.
- 6) The Administrative Officer (Purchase), IUCAA, Pune - 411007 on behalf of IUCAA reserves the right to postpone the date of opening of tender without assigning any reason.
- 7) Tenders shall neither be issued nor accepted by post/ courier/ email.

Administrative Officer (Purchase)  
Inter-University Centre for Astronomy and Astrophysics,  
Post Bag 4, Ganeshkhind, Pune 411 007  
Tel. (020) 25604100 / 25691414, Fax (020) 25604699

**SECTION – II**  
**Technical Bid Form**

01	Bidder's Name (Company Name) and Address	
02	Company registration / Shop Act License No. and Validity Period/Date (If applicable)	
03	Nature of Business & Establishment Year	
04	Telephone Nos. <i>Mobile No.</i> <i>Fax Nos.</i> <span style="float: right;"><i>E-mail</i></span>	
05	Contact Person <i>Name</i> <span style="float: right;"><i>Designation</i></span> <i>Mobile #</i> <span style="float: right;"><i>E-mail</i></span>	
06	Tender Fees paid	
07	EMD paid	
08	OEM Authorisation Letter	
09	The OEM or its authorized Indian representative need to provide previous supply order copies (minimum two) of the tendered instrument (covering majority of its item as mentioned in the tender, if not the supporting accessories) to other Government agencies.	
10	The entire solution should be based on certified hardware / software components, which are fully validated and supported by the OEM.	
11	The OEM should have supplied same or similar instruments for last five years.	
12	A brief enlistment of Clients with whom your organization has worked	
13	List any arbitration cases/ legal disputes on Current/ previous projects - Mention name of project, reason for dispute, party filing the suit and current status)	
14	List any awards, recognitions on previously executed projects	
15	<b>Prepared and Submitted by (Name &amp; Signature)</b>	

**Notes –**

1. The Inter University Centre for Astronomy & Astrophysics, Pune reserves the right to accept or reject any or all quotations without assigning any reasons.
2. The offers from OEM/Authorised dealers of Optical Spectrum Analyzer only will be considered. The offers received from unauthorised dealers/bidders will not be considered.
3. The offer from experienced and well qualified firm will be considered.
4. The vendors/bidder has to fill/complete the technical bid form in all respect. Every statement made in the technical bid format should be supported by documentary proof for consideration and all pages of the tender should be signed by authorised person in this behalf. Otherwise the tender is liable to be rejected.
5. Please support Work in hand and completed work information with copy of the Work order/Contract from the client.
6. Please note that the quotating the lowest is not the criteria for selecting the agency. It shall be based on the qualifications, experience and performance of the agency/product.

(to be printed on company's letter head)

## **SECTION - III**

### **GENERAL CONDITIONS OF THE CONTRACT**

**1. Introduction**

- 1.1 The Purchaser has issued these tender enquiry documents for purchase of goods and/or services as mentioned in Annexure-I which also indicates, inter alia, the required delivery schedule and terms & place (i.e. destination) of delivery.
- 1.2 This section provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 1.3 Before formulating the tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

- 2. Language of Tender :** The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in the English language, unless otherwise specified in the tender enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

- 3. Eligible Bidders :** This invitation for tenders is open to all suppliers who fulfill the eligibility criteria specified as above.

- 4. Eligible Goods and Services :** All goods and related services to be supplied under the contract shall have their origin in India or other countries, subject to any restriction imposed in this regard. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

- 6. Tendering Expenses :** The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

- 7. Content of Tender Enquiry Documents :** The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc to proceed further.

**8. Amendments to Tender Enquiry Documents :**

- 8.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the tender enquiry documents by issuing suitable amendment(s) to it.
- 8.2 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

9. **Clarification of Tender Enquiry Documents & Pre Bid Meeting** : A bidder requiring any clarification or elucidation on any issue of the tender enquiry documents may take up the same with the purchaser in writing by e-mail. A pre bid technical meeting will be held at IUCAA, Pune on **20/01/2021 at 1100 hrs** to discuss and resolve the queries and doubts, if any from the prospective bidders. Clarifications / questionnaire sought should be sent by email to **[purchase@iucaa.in](mailto:purchase@iucaa.in)** latest by **17:00 hrs on 18/01/2021**. Clarifications / discussions / minutes of the pre bid meeting will form a part of the tender document.
10. **Contacting the Purchaser** :
- 10.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing to Administrative officer(Purchase).
- 10.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.
11. **Corrupt or Fraudulent Practices** : IUCAA requires that the bidders who wish to bid for this project have highest standards of ethics. IUCAA will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract. IUCAA may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if at any time it determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.
12. **Interpretation of the clauses in the Tender Document/Contract Document** : In case of any ambiguity/dispute in arising out of or related to(including the interpretation of any of the clauses in this tender document/purchase order/contract, decision of the Director, IUCAA or his nominee shall be final and binding on all parties.
13. **Tender currencies** :
- 13.1 Unless otherwise specified, the bidder shall quote only in Indian Rupees or universal accepted currency.
- 13.2 Where the tender condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in Indian rupees only and for imported goods, prices shall be quoted either in Indian rupees or in the currency of the country of origin of goods or universally accepted currency mentioning, interalia, the exchange rate adopted for converting foreign currency into Indian Rupees. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees if such services are to be performed / undertaken in India. Service charges for Indian agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.
14. **Tender Prices** :
- 14.1 The Bidder shall indicate on the Financial Bid provided, the prices of all the specified services/components shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the Financial bid should be filled up as required. If any column does not apply to a bidder, the bidder should clarify it accordingly.



14.2 The quoted prices for services offered from within India and that for services offered from abroad are to be indicated separately in the applicable Financial Bid.

14.3 While filling up the columns of the Financial Bid, the following aspects should be noted for compliance:

A) For goods & services offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

- the price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all taxes and duties like GST, custom duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.
- any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded.
- charges towards inland transportation, insurance and other local costs incidental to delivery of the goods and services to their final destination as specified in the List of Requirements and the price of incidental services, as and if mentioned in List of Requirements.

B) For goods offered from abroad, the price of goods quoted should be on **CIP Pune basis**.

C) Firm Price :The prices remain valid and firm till the date of delivery

15. **Additional Duties and Taxes** :If the Bidder asks for Customs Duty, GST etc. to be paid extra, the same must be specifically stated along with the tax rate. In the absence of any such stipulation the price will be considered inclusive of such duties and taxes and no claim for the same will be entertained later.

**Customs Duty:**

- a) In respect of imported stores offered from abroad, the bidder shall specify the rate as well as the total amount of customs duty payable. The bidder shall also indicate the corresponding **Indian Customs Tariff Number** applicable for the goods in question. IUCAA will provide customs duty exemption certificate if required under Government Notification No.51/96-Customs dated 23.07.1996 & No.24/2007-Customs dated 01.03.2007.
- b) The need for indication of all such price components by the bidders, as required in this clause is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected bidder on any of the terms offered.
- c) IUCAA will provide customs duty exemption certificate against explicit demand from the bidder. If there is any difference in customs duty the same will be reimbursed to the bidder against submission of proof of payment made by them. The vendor has to provide HSN code numbers against demand of customs duty exemption certificate.

16. **Documents establishing Good's Conformity to Tender Enquiry document.:**

16.1 The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender, fully conform to the goods and services specified by the purchaser in the tender documents. For this purpose, the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the tender documents to establish technical responsiveness of the goods and services offered in its tender. In case, there is any variation and/or deviation between the goods & services

prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.

16.2 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

17. **Earnest Money Deposit (EMD) :** The earnest money is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under GCC.

17.1 Party may opt to submit Bid Securing Declaration (format given below) instead of submitting EMD

17.2 The amount of EMD will be Rs.1,00,000/- (Rs. One Lacs Only).

17.3 The EMD shall be denominated in Indian Rupees.

17.4 The EMD shall be furnished through **NEFT/RTGS** only bank details are as follows :-

Name of the Beneficiary - Inter-University Centre For Astronomy & Astrophysics

Bank Account Number - 98060100000188

Nature of Bank Account - Saving Bank Account, MICR NO. - 411012053

Name of the Bank - Bank of Baroda

Address of the branch - Bank of Baroda, IUCAA Extension counter,

Pune University Campus, Pune -411007. Bank Branch Code –EXTPOO,

IFSC Code- BARB0EXTPOO, Swift Code-BAR B IN BB PCB

17.5 Unsuccessful bidder's earnest money will be returned to them without any interest. In case of the bidder(s) whose offer is accepted, the EMD will be converted in to **Performance Security**. The Performance Security will be 3% of the PO/Contract value. However, the balance amount of PS has to be deposited separately through NEFT/RTGS. EMD will be waived in case of firms registered under National Small Industries Corporation (NSIC) subject to submission of proof.

17.6 EMD of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful bidder's earnest money will be forfeited if he fails to furnish the balance amount of security deposit within the specified period.

18. **Tender Validity**

18.1 The tenders shall remain valid for acceptance for a period of 6 months after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

18.2 In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by mail or by fax followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. However a bidder who does not agree to extend its tender validity, his EMD will not be forfeited, but his tender will not be considered for further process.

18.3 In case the day up to which the tenders are to remain valid falls on subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

19. **Withdrawal of Tender:** No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.

**20. Opening of Tenders:**

- 22.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated. In case the specified date of tender opening falls on declared holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.
- 22.2 In the case of two-bid system mentioned above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent authority / committee with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically qualified / acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation by giving an advance intimation to the technically successful bidders. IUCAA reserves the right to select the vendor on the basis of best possible specifications / features quoted and experience of the firm. The decision of IUCAA shall be final and representation of any kind shall not be entertained on the above. IUCAA shall have no obligation to convey reason for rejection of any bid.

**21. Preliminary Scrutiny of Tenders:**

- 23.1 The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender enquiry document. The tenders, which do not meet the basic requirements, are liable to be treated as unresponsive and ignored.
- 23.2 The following are some of the important aspects, for which a tender may be declared unresponsive and ignored;
- Tender is unsigned or incomplete tenders are liable for rejection.
  - Tender validity is shorter than the required period.
  - Required EMD and/or Tender fees has not been provided/paid.
  - Bidder has not agreed to give the required performance security.
  - Goods offered are sub-standard, not meeting the required specification etc.
  - Bidder has not agreed to essential condition(s) specially incorporated in the tender enquiry. Conditional tenders are not acceptable.

- 22. Minor Informality/Irregularity/Non-Conformity:** If during the preliminary examination, the purchaser finds any minor informality or irregularity or non-conformity in a tender, the purchaser may waive the same, provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. If Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder by registered/speed post/email/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

If purchaser observed, that vendor had inadvertently missed out to submit some documents asked in the technical bid form, then the purchaser may ask vendor to submit the same. The purchaser will convey its observation on such 'minor' issues to the bidder by registered/speed post/email/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be rejected/ignored.

**23. Opening of Financial bids: -**

- 23.1 The Financial bids of all eligible, technically qualified and shortlisted bidders will be opened. The date and time of opening of financial bids shall be informed only to the shortlisted bidders.
- 23.2 IUCAA- reserves the right to accept the offer in full or in parts or reject summarily or partly & cancel the bid without giving any reason.
24. **Conversion of tender currencies to Indian Rupees:** In case the tender enquiry document permits the bidders to quote their prices in different currencies, all such quoted prices of the responsive bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the B.C. selling exchange rates established by the State Bank of India / Reserve Bank of India for similar transactions, as on the date of tender opening.
25. **Bidder's capability to perform the contract**
- 25.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.
- 25.2 The above mentioned determination will, interalia, take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.
26. **Notification of Award:** The purchaser will notify the successful bidder that its tender for goods and/or services, has been accepted. The notification of award shall constitute the conclusion of the contract.
27. **Issue of Contract:** Promptly after notification of award, the purchaser will mail the purchase/work order duly completed and signed, to the successful bidder by email/registered/speed post etc. within 15 days from the date of the contract, the successful bidder will return a copy of the order, duly signed and dated, to the purchaser by registered / speed post / courier.
28. **Performance Security / Performance Bank Guarantee :** Within 15 days from the date of award of Contract/ Purchase Order, the vendor shall submit a Performance Security for 3% amount of the contract / purchase order value. The PS shall be paid through NEFT/RTGS. Photo copy of transaction ID or UTR no. must be provided. The EMD will be converted in to **Performance Security**, however, the balance amount of PS has to be deposited separately through NEFT/RTGS. In case of import purchase, for the purpose of computing the amount of PS in INR, the exchange rate of Purchase Order date shall be considered. In the event of any amendment issued to the contract, the supplier shall, within 15 days of issue of the amendment, furnish the performance security of the corresponding amendment value, rendering the same valid in all respects in terms of the contract, as amended. If supplier fails to submit balance performance security amount within 15 days, from the date of award of contract/ Purchase Order/Amendment, there shall be a penalty of Rs.1000/- per day up to a maximum of 5% of the PO/Contract value.
- 28.1 Subject to above, the purchaser will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

- 28.2 Failure of the successful bidder in providing performance security and/ or returning contract copy duly signed in terms of GCC above shall make the bidder liable for forfeiture of its EMD and, also, for further actions by the purchaser against it.
- 28.3 If the vendor furnishes Performance Bank Guarantee to the purchaser for an amount equal to 3% of the total value of the contract, valid up to warranty period + sixty days or manufacturer's warranty whichever is later, then the amount of Performance Security will be refunded. Performance Bank Guarantee must be issued by a Nationalised Bank in India and in the prescribed form as provided in **Form I** of this document.
- 28.4 In the event of any loss due to supplier's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to the purchaser to compensate the purchaser for the same.

**29. Use of contract documents and information**

- 29.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this tender enquiry document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 29.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in tender document above except for the sole purpose of performing this contract.
- 29.3 Except the contract issued to the supplier, each and every other document mentioned in tender document above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract

- 30. Patent Rights :**The supplier shall, at all times, indemnify the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any right protected by patent, intellectual property, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

**31. Vesting of Title and Assumption of Risk**

- 31.1 On each item to be delivered by the Contractor/vendor, including an item of work in progress, in respect of which payments have been made in accordance with clause above, IUCAA shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally delivered to and accepted by IUCAA.
- 31.2 Risk for loss or damage to deliverable items provided by the contractor/Vendor shall rest with the Contractor/vendor, until final acceptance by IUCAA.
- 31.3 Title to all deliverable items provided by the contractor/vendor shall pass from the contractor/vendor to IUCAA upon final acceptance or the final payment under clause, whichever occurs last.
- 31.4 IUCAA shall not accept any liability for the contractor/vendor and its subcontractors, their subsidiaries and/or their officers, employees or agents, servants, and assignees, or any of them or for their property. The contractor/vendor shall indemnify and keep harmless

IUCAA, its officers, employees consultants, servants, agents and assignees, or any of them, against any loss or liability, costs or claims, action or proceedings which they or any of them may incur by reasons of damage to property or injury, including death, caused to the employees of the contractor/vendor, its subsidiaries and/or their officers, employees or agents, servants and assignees, or any of them in connection with the performance of work under this agreement, and caused by an act of commission or omission by the contractor/vendor, its subsidiaries and/or their officers, employees or agents, servants and assignees, or all or any of them.

32. **Indemnity:** The vendor shall indemnify, protect and save IUCAA from/against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment supplied by vendor.
33. **Country of Origin**
- 35.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 35.2 The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
34. **Packing and Marking**
- 34.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also be taken into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 34.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly. The box wise item list should be mentioned in the packing list. A copy of the packing list is to be sent to the purchaser in advance before shipment.
- 34.3 Packing instructions: Unless otherwise mentioned in the Technical Specification and Quality Control Requirements, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
- a) contract number and date
  - b) brief description of goods including quantity
  - c) packing list reference number
  - d) country of origin of goods
  - e) consignee’s name and full address
  - f) supplier’s name and address and
  - g) box wise packing list
35. **Terms of Delivery:** Goods shall be delivered on CIP IUCAA / FOR (free on road) IUCAA, Pune basis.

**36. Transportation of Goods : Imports**

36.1 In case of Ex-works contracts, the purchaser shall make shipping arrangements. Notice about the readiness of Cargo for shipment shall be given by the supplier from time to time at least ten days in advance for finalising the shipping arrangement, through Fax/Courier/Email to the Purchaser. Within one week of receipt of the advance notice, as above, the said Purchaser will advise the supplier, through Fax/courier/Email when and on board what vessels, these goods or such part thereof are to be delivered.

If the advice for shipping arrangement is not furnished to the supplier within one week as aforesaid or if the vessel arranged is scheduled to arrive at the specified port of loading later than fifteen days of the date of readiness of cargo, as aforesaid, the supplier may arrange for such transport on alternative carriers with the prior written consent of the purchaser.

Should the goods or any part thereof be not delivered on the nominated carrier (except in case where prior written consent of the purchaser was obtained), the supplier will be liable for all payments and expenses that the purchaser may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of carrier and any other charges, whatsoever incurred by the purchaser.

**The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser.**

In case of airlifting of imported goods offered from abroad, the same to be done preferably through the National Carrier i.e. Air India wherever applicable.

36.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided, the supplier will arrange transportation of the ordered goods as per its own procedure.

**37. Insurance:** Unless otherwise instructed in the GCC , the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner :

- a) wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on “all risks” basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.
- b) where delivery is on CIP, IUCAA Pune basis, marine/air insurance shall be the responsibility of the seller. In case of short shipment/damaged goods, it is the responsibility of the supplier to provide the same free of cost to the purchaser.
- c) in case of supply of domestic goods, the supplier shall be responsible till the entire stores contracted for, arrives in good condition at destination. The Supplier shall cover the transit risk in this respect by getting the stores duly insured. The insurance cover shall be obtained by the supplier in its own name and not in the name of the Purchaser or its Consignee.

**38. Spare parts**

38.1 If specified in the Bill of Material and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a. the spare parts as selected by the purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b. in case the production of the spare parts is discontinued:

- sufficient advance notice to the purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
  - immediately following such discontinuation, providing the purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the purchaser.
- 38.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the purchaser promptly on receipt of order from the purchaser.

### 39. **Incidental services**

- 39.1 Subject to the stipulation, if any, in the GCC and the Technical Specification, the supplier shall be required to perform any or all of the following services
- a. Providing required jigs and tools for assembly, start-up and maintenance of the goods
  - b. Supplying required number of operation & maintenance manual for the goods
  - c. Installation and commissioning of the goods
  - d. Training of purchaser's operators for operating and maintaining the goods
  - e. Providing after sales service during the tenure of the contract
  - f. Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract
- 39.2 Prices to be paid to the supplier by the purchaser for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by the purchaser and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services

### 40. **Payment**

- 40.1 No advance will be paid. Full & final payment will be made through NEFT/RTGS. If party insists for advance payment, 30% of the Purchase order value will be released against submission of Bank Guarantee drawn on any Nationalised bank in India.
- 40.2 **Payment in Indian rupees** 100% of the material cost as well as full amount of Installation & Commissioning if any shall be made within 15 days only after successful completion of the project (SITC of Optical Spectrum Analyzer as per tender conditions regarding testing and performance) and against acceptance certificate issued by competent authority from IUCAA.
- 40.3 Performance Security (5% of the PO/Contract value) will be released after completion of warranty period + 60 days (Manufacturer's warranty period + 60 days whichever is later) from the date of installation & commissioning. This refund, however, shall be subject to satisfactory repairs and rectification by the bidders, at his own cost, for any faults or defects brought to the notice by "IUCAA" during the warranty period.
- OR
- Immediately on successful installation and acceptance of system and against submission of Performance Bank Guarantee from any Indian nationalized bank in India, for an amount of 5% of the PO/Contract value. This Performance Bank Guarantee shall remain valid over the warranty period i.e. 12months (or Manufacturer's warranty period whichever is later) plus sixty days. The Performance Bank Guarantee in INR from the representative in India is acceptable.
- 40.4 In case of payments in foreign currency, 80% of the material cost will be made by Irrevocable Letter of Credit (LC) in favour of the supplier through Bank of Baroda, Camp Branch, Pune – 411 001, India, against the presentation of original shipping documents. If bidders insists on confirmation of LC, the LC confirmation charges within and outside



India shall be to the beneficiary's account. Balance 20% of the material cost as well as full amount of installation & commissioning if any shall be made on successful completion of the project & acceptance certificate issued by competent authority from IUCAA. However, Letter of credit arrangement will be made for 100% order value.

**41. Distribution of Dispatch Documents for Clearance/Receipt of Goods :** The supplier shall send all the relevant dispatch documents well in time to the purchaser to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the GCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

- (i) For Domestic goods, including goods already imported by the supplier under its own arrangement: Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):
  - a) Supplier's Invoice indicating, interalia description and specification of the goods, quantity, unit price, total value
  - b) Packing list (box wise)
  - c) Certificate of country of origin
  - d) Consignment note
  - e) Manufacturer's guarantee certificate & in-house inspection certificate;
  - f) Inspection certificate issued by purchaser's inspector
  - g) Expected date of arrival of goods at destination and
  - h) Any other document(s), as and if specifically mentioned in the contract.
  
- (ii) For imported Goods offered from Abroad : Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, others concerned if mentioned in the contract, the complete details of dispatch and also supply to them following documents by air mail/courier (or as instructed in the contract):
  - a) Supplier's Invoice giving full details of the goods including quantity, value, etc.;
  - b) Packing list (box wise)
  - c) Certificate of country of origin;
  - d) Manufacturer's guarantee and Inspection certificate;
  - e) Inspection certificate issued by the Purchaser's Inspector;
  - f) Insurance Certificate;
  - g) Name of the Vessel/Carrier;
  - h) Bill of Lading/Airway Bill;
  - i) Port of Loading;
  - j) Date of Shipment;
  - k) Port of Entry & expected date of arrival of goods at Port of Entry/Destination and
  - l) Any other document(s) as and if specifically mentioned in the contract

**42. Warranty / Support**

42.1 The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the purchaser's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

- 42.2 This warranty (comprehensive) shall remain valid for to 12 months or manufacturer's warranty whichever is later.
- 42.3 Warranty will start from the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser in terms of the contract.
- 42.4 In case of any claim arising out of this warranty, the purchaser shall promptly notify the same in writing to the supplier.
- 42.5 Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the GCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.
- 42.6 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended up to the warranty period of 12 months or manufacturer's warranty, whichever is later.
- 42.7 If the supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period (or within the period, if specified in the GCC), the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

**43. Modification of contract**

- 43.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
  - a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
  - b) incidental services to be provided by the supplier
  - c) any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 43.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the purchaser, the supplier shall convey its views to the purchaser within seven days from the date of the supplier's receipt of the purchaser's amendment / modification of the contract.

**44. Taxes and Duties**

- 44.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser
- 44.2 Further instruction, if any, shall be as provided in the tender document.

**45. Liquidated damages / Penalty**

- 45.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the purchaser in the BOM and as incorporated in the contract.
- 45.2 Time of Work Completion is 60 days from the date of LOI/WO.
- 45.3 Subject to the provision of tender document, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- a) If the contractor fails to complete the work as per committed schedule, there shall be a penalty/liquidity damages of 0.5% of the contract / work order value for each week, up to a maximum of 10% of the PO/Contract value. (Formula for calculation of Penalty = PO value x 0.5% / 7 \* no. of days delay)
  - b) Forfeiture of its performance security & termination of the contract for default.
  - c) In case the delay is not acceptable to IUCAA, IUCAA reserves the right to terminate the contract and enter into fresh contract with other agencies at the cost of defaulting agency.
- 45.4 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 45.5 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- a) The purchaser shall recover from the supplier, under the provisions of the tender conditions, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - b) That no increase in price on account of any ground is acceptable but any increase or fresh imposition of Customs duty, GST etc will be reimbursed only after submission of proof.
- 45.6 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

**46. Termination of Contract for Default :** Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

- 46.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser.
- 46.2 In the event of, the purchaser terminates the contract in whole or in part, pursuant to above, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.
- 46.3 **Termination for insolvency** :If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.
- 46.4 **Termination for convenience** The purchaser reserves the right to terminate the contract, in whole or in part for it's (purchaser's) convenience, by serving written notice to the supplier at any time during the currency of the contract. The notice shall specify that the termination

is for the convenience of the purchaser. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:

- a) to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

**47. Force Majeure:** Notwithstanding the provisions contained in tender document clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of force majeure.

47.1 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 which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.

47.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

47.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

47.4 In case due to a force majeure event the purchaser is unable to fulfill its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**48. Notices**

48.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

48.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

**49. Settlement of Disputes**

49.1 All disputes arising in connection with the interpretation or implementation of the Contract shall be amicably settled by IUCAA and the contractor/vendor, by direct discussion.

- 49.2 If IUCAA and the contractor/vendor are unable to resolve a dispute within 30 working days of the dispute being referred to them, the parties may agree to refer the dispute to mediation.
- 49.3 IUCAA and the contractor/vendor appoint a Mediation Committee comprising of two nominees by IUCAA and two nominees by the contractor/vendor. IUCAA and the contractor/vendor will seek the opinion of this Mediation Committee to amicably settle the disputes.
- 49.4 In the event of a dispute or difference which cannot be resolved by mediation, the same shall be referred to an Arbitration Tribunal consisting of three members. Either party shall give notice to the other regarding its decision to refer the matter to arbitration. Within 30 days of such notice, one Arbitrator shall be nominated by each party and the third Arbitrator shall be nominated by agreement between the parties to this agreement. The venue of the arbitration will be Pune. Subject to the aforesaid, the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings.

50. **Governing language** : The contract shall be written in English language following the provision as contained in tender document. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in English language.
51. **Applicable Law** : Any disputes, legal action/matters, arising out of/ resulting from/related or incident to the tender/quotation/purchase order/invoices/ delivery/ payments shall be subject to exclusive jurisdiction of Pune courts only. The contract shall be interpreted in accordance with the laws of India.

**FORM – I**

**Performance Security (Bank Guarantee)**

To  
The Director,  
Inter-University Centre for Astronomy and Astrophysics,  
Post Bag 4, Ganeshkhind, Pune 411 007

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

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

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

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

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

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

This guarantee shall be valid up to and including the ..... day of ....., 20.....

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

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

**FORM – II**  
**Tender Acceptance Letter**  
(To be given on Company Letter Head)

Date:

To,

\_\_\_\_\_

\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: \_\_\_\_\_

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. \_\_\_ to \_\_\_ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement. I/we shall unconditionally accept and agree to abide by all the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this Acceptance Letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/We do hereby declare that our firm has not been blacklisted/debarred/terminated/banned by any Govt. Department/Public sector undertaking and we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender.
6. I / We certify that all information/documents furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours Faithfully,  
(Signature of the Bidder, with Official Seal)

**FORM-III**  
**EMD Refund Request Form**  
(To be given on Company Letter Head)

To

Administrative Officer (Purchase)  
Inter-University Centre for Astronomy & Astrophysics  
Post bag -4, Ganeshkhind,  
Pune University Campus,  
Pune - 411007.

**Sub: - Request for refund of EMD deposited for tender for Supply, Installation, Testing & Commissioning of Optical Spectrum Analyzers Due On 02/02/2021.**

Sir,

I/We request you that EMD deposited by me/us against the tender above tender due on **02/02/2021** vide UTR NO \_\_\_\_\_ dated for Rs.1,00,000/- for providing **Supply, Installation, Testing & Commissioning of Optical Spectrum Analyzers**, Pune, may kindly be refunded.

Yours faithfully,

For M/s

**(Signature & Seal)**



**FORM- IV**  
**Bid Securing Declaration**

(To be given on Company Letter Head)

**Ref:** - Tender for Supply, installation, testing and commissioning of Optical Spectrum Analyzer

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security (EMD), if bidder is unable to provide Bid Security then bidder has to provide Bid Securing Declaration. Accordingly, we are submitting the same.
2. I/We accept that:
  - (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of three (3) years upon receipt of your Blacklisting Order; and,
  - (b) I /we will pay the applicable fine provided under GFR Rule No. 170(i) i.e. 2 to 5% of the final Purchase/ Work Order value. The Guidelines on the Use of Bid Securing Declaration, if I/we have committed any of the following actions:
    - (i) Withdrawn my/our Bid during the period of bid validity required in the Bidding Documents; **or**
    - (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
    - (iii) I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
      - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
      - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
      - (c) I am/we are declared as the technically qualified Lowest bidder and I/we have furnished the performance security and signed the Contract.

***NAME OF BIDDER***  
***Sign & company seal***