

BID DOCUMENT

(e - Procurement)

Conduct of Computer Based Test (CBT) for Entrance Tests
of
Banaras Hindu University, VARANASI



Issued On:

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BANARAS HINDU UNIVERSITY

VARANASI-221005, INDIA

Introduction

Banaras Hindu University is an internationally reputed temple of learning and knowledge, an institution of national importance, situated in the holy city of Varanasi. This creative and innovative university was founded by the great nationalist leader, Pandit Madan Mohan Malaviya, in 1916 with cooperation of great personalities like Dr Annie Besant, who viewed it as the University of India. Banaras Hindu University was created and established by the Banaras Hindu University Act, 1915. It played a stellar role in the independence movement and has developed into the greatest centre of learning in India. It has produced many great freedom fighters and builders of modern India, and has immensely contributed to the progress of the nation through a large number of renowned scholars, artists, jurists, scientists and technologists. The area of the main campus of this university is over 1300 acres with well-maintained roads, extensive greenery, air strip, a temple and buildings of architectural delight. Another campus of the university is at Barkachha, Mirzapur district, covering an area of 2700 acres.

The university comprises 5 Institutes, 16 Faculties, 136 Departments, 4 Inter disciplinary schools, a constituent college for women, 4 affiliated colleges and 3 constituent schools, spanning a vast range of subjects pertaining to all branches of Arts, Sanskrit Vidya Dharma **Vijnana**, Social Sciences, Law, Technology, Modern & Indian Medicine, Science, Agricultural Sciences, Veterinary Sciences and Visual & Performing Arts.

The University family consists of about 35000 students, about 1700 teachers and nearly 6000 non-teaching staff. A large number of students from foreign countries like the U.S.A, the countries of Europe, Asia, Middle East, Africa etc., come to study here. The Banaras Hindu University has its own system of admission process for Under Graduate, Post Graduate (except the programmes of Medical Sciences) through entrance tests conducted all over the country. The data related to preceding three years' entrance tests are given below to have an idea about the number of programmes offered and applications received by the university.

Type of Programme	Year	Total No. of Applicants	Total No. of Programmes/ Tests	Programme with Maximum Number of Applicants
Undergraduate Entrance Test (UET)	2016	263246	24	64752 (B.Sc. Math)
	2017	311486	24	71765 (B.Sc. Math)
	2018	324401	24	73458 (B.Sc. Ag)
Postgraduate Entrance Test (PET)	2016	114482	106	7928 (M.Sc. Ag)
	2017	119524	105	9052 (M.Sc. Ag)
	2018	124604	108	10423 (M.Sc. Ag)
Total	2016	377728		
	2017	431010		
	2018	449005		

In preceding years, the mode of entrance test was pen and paper. However, for admission to the ensuing academic session (2019-20), the University plans to adopt CBT mode of entrance test for certain courses. It is expected that the total number of applicants spread across nearly hundred (100) tests could be around 1.5 to 2 lacs.

Checklist for Bid/Tender Submission

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

Pre- Qualification Bid

Sr. No.	Particulars	Yes/No
1	Have you attached the techno commercial un-priced bid form duly filled in appropriately?	
2	Have you attached the details of the income tax clearance certificate, proof of GST & PAN Details?	
3	EMD: Have you submitted EMD asked for (as specified in BDS).	
4	Have you submitted the bids both technical & commercial separately?	
5	Have you enclosed the statement of deviations from financial terms and conditions, if any?	
6	Have you enclosed Technical information as desired in prescribed format?	
7	Have you enclosed Basic detail of the bidder as per Annexure-A?	
8	Have you enclosed the financial information as per Annexure-I?	
9	Have you enclosed the details of similar works executed as per Annexure – II?	
10	Have you enclosed the details of work under execution or awarded as per Annexure – III?	
11.	Have you enclosed the Performance/Completion Report of works referred in Annexure- II & III as per Annexure – IV?	
12	Have you enclosed organizational structure and information as per Annexure- V?	

13	Have you enclosed the details of Technical manpower to be employed for this work as per Annexure VI?	
14	Have you enclosed number of projects executed for Computer Based Test in last five years as per Annexure – VII?	
15	Have you enclosed details of testing capacity with minimum 250 nodes per Centre as per Annexure – VIII?	
16	Have you enclosed Duly filled in Annexure – IX for assessment by the Technical Evaluation Committee?	
17.	Have you enclosed Signed and Scanned copy of Tender Acceptance Letter as per Annexure-XI?	
18	Have you enclosed the Integrity Pact is to be submitted on a 'Non Judicial Stamp paper of Rs.100/-?	
Price Bid		
Have you signed and attached the price bid form?		
Have you attached the schedule of requirements duly priced?		
Have you signed and attached the financial bid form as per Annexure – X		

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Part-1

Bidding Procedures

Section I: Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
2. Bidder should register for the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
3. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/SmartCard, should be registered.
5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
8. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
9. Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.

10. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the 'my tenders' folder.
11. From my tender folder, he may select the tender to view all the details uploaded there.
12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
14. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space option" and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
15. Bidder should submit the Tender Fee/ EMD as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
17. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
18. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
21. If the price bid format is provided in a file like Annexure – X, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The

Priced-bid template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.

22. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
23. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
24. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: **1-800-233-7315** or send ane-mail to – cphp-nic@nic.in.

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Section II. Instructions to Bidders

A. General

- 1. Corrupt and Fraudulent Practices**
 - 2.1 The Purchaser requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section V.
 - 2.2 Further in pursuance of this policy, Bidder shall permit and cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers to provide access to purchaser to all the accounts, records and other documents relating to submission of the applicant, bid submission (in case prequalified), and contract performance (in case of award), to inspect and to have them audited by auditors appointed by the purchaser.

- 3. Eligible Bidders**
 - 3.1 A Bidder may be a firm, a company, a limited liability partnership (LLP) or a government-owned entity.
 - 3.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
 - a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - b. receives or has received any direct or indirect subsidy from another Bidder; or
 - c. has the same legal representative as another Bidder; or
 - d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - e. Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid shall result in the disqualification of all Bids in which such Bidder is involved. This,

however does not limit the inclusion of the same subcontractor in more than one bid; or

- f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the contract implementation; or
- h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project that it provided or was provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- i. has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the loan) who:
 - (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or
 - (ii) Would be involved in the implementation or supervision of such contract.

3.4 A foreign firm and individual may be ineligible if as a matter of law or regulations, India prohibits commercial relations with the country of bidder.

3.5 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

B. Contents of Bidding Document

- 4 Sections of Bidding Document** 4.1 The Bidding Documents consist of Parts 1, 2 ,3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.

Part 1: Bidding Procedures

- Section I. Instructions for Online Bid Submission
- Section II. Instructions to Bidders
- Section III. Bid Data Sheet (BDS)
- Section IV. Prequalification
- Section V. Policy of University against the Corrupt and fraudulent Practices
- Section VI. General Conditions of Contract
- Section VII. Special Conditions of Contract

Part 2: Bidding and Contract Forms

- Section VIII. Bidding Forms
 - Section IX. Contract Forms
- 4.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 4.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 4.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as required by the Bidding Documents.

5 Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

- 5.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the clarification results in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the due procedure.
- 5.2 If so specified in the BDS, the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods. The costs of visiting shall be at the Bidder's own expense.
- 5.3 The Bidder and any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and lands upon the express condition that the Bidder, its personnel, and agents shall indemnify the Purchaser against all liability in respect thereof.
- 5.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 5.5 The Bidder is advised to submit any questions in writing to reach the Purchaser not beyond one week preceding the meeting.
- 5.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents. Any

modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting. Absence in the pre-bid meeting shall not be a cause for disqualification of a Bidder.

6 Amendment of Bidding Document

- 6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by corrigendum. In case of e-procurement, corrigendum / amendment shall be published on <http://eprocure.gov.in/eprocure/app>.
- 6.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser. The Purchaser shall also promptly publish the addendum on the Purchaser's web page.
- 6.3 The Purchaser may, at its discretion to give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, extend the deadline for the submission of bids.

C. Preparation of Bids

- 7 Cost of Bidding** 7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 8 Language of Bid** 8.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 9 Documents Comprising the Bid** 9.1 The tender/Bid shall be submitted online in two part, viz., Technical Bid and Commercial Bid.
- 9.1.1 **TECHNICAL BID**
- The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:
- (a) Scan copy of the techno commercial unpriced bid form duly filled in appropriately?
 - (b) Scan copy of the details of the income tax clearance certificate, proof of GST & PAN Details?
 - (c) Scan copy of EMD asked for (as specified in BDS).
 - (d) Scan copy of the bids both technical & commercial separately?
 - (e) Scanned copy of documentary evidence
 - (i) establishing the Bidder's qualifications to perform the contract if its bid is accepted and
 - (ii) the Bidder's eligibility to bid;
 - (f) Scanned copy of

- (i) documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin and
- (ii) conform to the Bidding Documents, and
- (iii) any other document required in the BDS;
- (g) Scan copy of Technical information as desired in prescribed format?
- (h) Scan copy of Basic detail of the bidder as per Annexure-A?
- (i) Scan copy of the financial information as per Annexure –I?
- (j) Scan copy of the details of similar works executed as per Annexure – II?
- (k) Scan copy of the details of work under execution or awarded as per Annexure – III?
- (l) Scan copy of the Performance/Completion Report of works referred in Annexure II & III as per Annexure – IV?
- (m) Scan copy of organizational structure and information as per Annexure V?
- (n) Scan copy of the details of Technical manpower to be employed for this work as per Annexure VI?
- (o) Scan copy of number of projects executed for Computer Based Test in last five years as per Annexure – VII
- (p) Scan copy of details of testing capacity with minimum 250 nodes per Centre as per Annexure – VIII
- (q) Scan copy of Duly filled in Annexure – IX for assessment by the Technical Evaluation Committee
- (r) Scanned copy of Tender Acceptance Letter as per Annexure-XI?
- (s) Scan copy of the Integrity Pact is to be submitted on a ‘Non Judicial Stamp paper of Rs.100/-

All the original documents as well as the original payment instrument like Demand Draft/Bank Guarantee /Pay order or banker cheque of any

scheduled bank against Tender Fee/EMD, samples as specified in this tender document have to be sent to the address of the Purchaser mentioned in Bid Data Sheet (BDS) by post/speed post/courier/by hand on or before bid Submission closing date & time. Beyond that the tender shall be summarily rejected without assigning any reason.

9.1.2 **COMMERCIAL BID**

The commercial bid comprises of:

- (i) Scanned copy of Tender Form (Price Bid)
- (ii) Scanned copy of item wise breakup of price bid.
- (iii) Scanned copy of FINANCIAL BID as per Annexure X

The Price bid format is provided as Annexure-X along with this Tender Document at <http://eprocure.gov.in/eprocure/app>. Bidders are advised to download this Annexure-X and quote their offer/rates in the prescribed column. Bidders can quote Basic Price in INR or CURRENCY (for other than INR) but it is mandatory to quote taxes/levies in INR only, in the prescribed column and upload the same in the commercial bid.

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

- | | |
|---|---|
| 10 Tender Forms(Technical and Price) and Price Schedule(BOQ) | 10.1 Tender Forms and Price Schedules (Bill of Quantity-BOQ) shall be prepared using the relevant forms furnished in Section IX, Bidding Forms and BOQ provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| 11 Alternative Bids | 11.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| 12 Bid Prices and Discounts | 12.1 The prices and discounts quoted by the Bidder in the Tender Forms and in the Price Schedules (BOQ) shall conform to the requirements specified |

as under.

- (a) All lots (contracts) and items must be listed and priced separately in the Price Schedules (BOQ).
- (b) The price to be quoted in the Tender Forms shall be the total price of the bid, excluding any discounts offered.
- (c) The Bidder shall quote any discount and indicate the methodology for their application in the Tender Forms.
- (d) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

12.2 If so bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time.

12.3 Prices shall be quoted as specified in each Price Schedule (BOQ) as provided. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in

any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:

(a) For Goods manufactured in India:

- (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
- (ii) any sales tax/VAT and other taxes payable on the Goods, if the contract is awarded to the Bidder; and
- (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) as specified in the BDS.

(b) For Goods manufactured outside India, to be imported:

- (i) the price of the Goods quoted under Carriage and Insurance Paid (CIP) Model up to named place of destination in India as specified in the BDS;
- (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;

(c) For Goods manufactured outside India, already imported:

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the

Goods already imported;

(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

(iv) any sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS.

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

13 Currencies of Bid and Payment

13.1 The currency (ies) of the bid and the currency (ies) of payments shall be as specified in the BDS. The Bidder shall quote in Indian Rupees the portion of the bid price that corresponds to expenditures incurred in Indian Rupees, unless otherwise specified in the BDS.

14 Documents Establishing the Eligibility and Qualifications of the Bidder

14.1 To establish Bidder's their eligibility, Bidders shall complete the Tender Form (Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX, Bidding Forms.

14.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IX, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India;

(b) that, if required in the BDS, in case of a Bidder

not doing business within India, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that, the Bidder meets each of the qualification criterion.

15 Period of Validity of Bids

15.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

15.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD). A Bidder acceding to the request will neither be required nor permitted to modify the bid.

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

16 Bid Security

16.1 The Bidder shall furnish as part of its bid, a bid security, as specified in the BDS, in original form the amount and currency as specified in the BDS.

16.2 If a bid security is specified, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable letter of credit;

(c) a banker's cheque or Demand Draft; or

(d) any other security as specified in the BDS,

of a reputed source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside India, the issuing financial institution shall have a correspondent financial institution located in India to make it

enforceable. The bid security shall be valid for forty five (45) days beyond the original validity period of the bid, or beyond the extended period.

- 16.3 If a Bid Security is specified, any bid not accompanied by a substantially responsive Bid Security, shall be rejected by the Purchaser as non-responsive.
- 16.4 If a Bid Security is specified, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security.
- 16.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 16.6 The Bid Security of the bidder may be forfeited or the Bid Securing Declaration executed:
 - (a) if he withdraws from the bid during the period of bid validity specified by the Bidder on the Tender Forms, or any extension thereto provided by the Bidder; or
 - (b) if he being successful Bidder fails to:
 - (i) sign the Contract; or
 - (ii) Furnish a performance security.

D. Submission and Opening of Bids

- 17 Sealing and Marking of Bids** 17.1 The Bidder shall submit the bids electronically, through the e-procurement system (<http://eprocure.gov.in/eprocure/app>). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.
- 18 Deadline for Submission of Bids** 18.1 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 19 Late Bids** 19.1 The e-Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission.
- 20 Withdrawal, Substitution, and Modification of Bids** 20.1 A Bidder may withdraw, substitute, or modify its bid on the e-procurement system before the date and time specified but not beyond.
20.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Tender Forms or any extension thereof Modification/Withdrawal of the Bid sent through any other means shall not be considered by the Purchaser.
- 21 Bid Opening** 21.1 The Purchaser shall open the bids as per electronic bid opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at <http://eprocure.gov.in/eprocure/app> under the head “Bidders Manual Kit”. The tenderer/bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those tenderers shall be opened whose technical

bids qualify.

- 21.2 The withdrawn bid will be available in the system therefore will be considered. If bidder once withdraws the bid then he will not be able to participate in the respective tender again. Modification to the bid shall be opened and read out with the corresponding bid. Only bids that are opened and read out at bid opening shall be considered further.
- 21.3 The Purchaser shall prepare a record of the bid opening that shall include; the name of the Bidder; whether there is a withdrawal, substitution, or modification; the Bid Price including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present in the office of the Purchaser to witness the bid opening shall be requested to sign the record. The omission/refusal of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be made available on the e-procurement system.

E. Evaluation and Comparison of Bids

22 Confidentiality

- 22.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders.
- 22.2 No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing.
- 22.3 Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

23 Clarification of Bids

- 23.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the

correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids.

23.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

24 Determination of Responsiveness

24.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

24.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

24.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with instructions specified in tender document, in particular, to confirm that all requirements enumerated in the 'Schedule of Requirements' Section-VI have been complied with, without any material deviation or reservation or omission.

24.4 If a bid is not responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation or omission.

25 Conversion to Single Currency

25.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.

26 Margin of Preference

26.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

27 Evaluation of Bids

27.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

27.2 To evaluate a Bid, the Purchaser shall consider the

following:

- (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price
- (b) price adjustment due to discounts offered;
- (c) converting the amount resulting from above, if relevant, to a single currency;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in;

27.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

27.4 The Purchaser's evaluation of a bid shall exclude and not take into account:

- (a) in the case of Goods manufactured in the India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside India, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

27.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.

28 Comparison of Bids

28.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established to determine the lowest evaluated bid. The comparison shall be on the basis of CIP-Carriage and Insurance Paid to (place of destination) prices for imported goods and EXW – Ex Works (named place of delivery) prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within India, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported

goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

- 29 Qualification of the Bidder**
- 29.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria.
- 29.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- 29.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 30 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 30.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 31 Award Criteria**
- 31.1 The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided the Bidder is determined to be qualified to perform the Contract satisfactorily
- 32 Purchaser's Right to Vary Quantities at Time of Award**
- 32.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 33 Notification of Award**
- 33.1 Prior to the expiration of the period of bid validity, the Purchaser shall, notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called

the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.

33.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

33.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.

34 Signing of Contract

34.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.

34.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

34.3 Notwithstanding anything contained in clause 34.2, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

35 Performance Security

35.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the General Conditions of Contract (GCC), using for that purpose the Performance Security Form included in Section-X, Contract Forms, or another

Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in India.

35.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section III. Bid Data Sheet (BDS)

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). In case of inconsistency, the provisions herein shall prevail over those in ITB.

Serial No.	A. General
1	The reference number of the Invitation for Bids is BHU/CBT/2018-19/01 Dated: 12-01-2019
2	The Purchaser is Registrar, BHU, Varanasi
3	Maximum number of members in the JV shall be: 4
B. Contents of Bidding Documents	
4	For Clarification of bid purposes only, the Purchaser's address is Registrar, BHU, Varanasi Attention : Vijay Kumar Jaiswal Address : Assistant Registrar (UET) BHU, Varanasi Floor/ Room number : - City : Varanasi ZIP Code : 221005 Country : India Telephone : 91-542-2368460 91-8004929891 Facsimile number : 91-542-2368174 Electronic mail address : <u>vijayjaiswal59@gmail.com</u>
5	Web page : <u>http://eprocure.gov.in/eprocure/app</u>
6	A site visit shall not be organized by the purchaser.
7	A Pre-Bid meeting : 21-01-2019 (01:00PM)

Serial No.	C. Preparation of Bids
8	<p>The language of the bid is: English or Hindi.</p> <p>All correspondence exchange shall be in English or Hindi language.</p> <p>Language for translation of supporting documents and printed literature is English or Hindi.</p>
9	<p>The Bidder shall submit the following additional documents in its bid: NA</p>
10	<p>Alternative Bids shall not be considered.</p>
11	<p>The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.</p>
12	<p>Place of Destination:, BHU, Varanasi</p>
13	<p>Final destination (Project Site): BHU, Varanasi</p>
14	<p>The prices shall be quoted by the bidder in :Indian Rupees</p> <p>The Bidder is required to quote in Indian Rupees (INR), the portion of the bid price that corresponds to expenditures incurred in Indian Rupees (INR).</p>
15	<p>Manufacturer's authorization is Required</p>
16	<p>After sales service is Required.</p>
17	<p>The bid validity period shall be 120 days.</p>
18	<p>EMD/Bid security shall be paid Rs. 10,00,000/- by the way of Demand Draft (DD)/Bank Guarantee (BG)/FDR in favour of the Registrar, Banaras Hindu University, Varanasi-221005 and should be valid for a period of 90 days beyond the BID validity period. All tenders received without EMD/Bid Security shall be rejected. No interest will be paid to the successful bidder on the security deposits.</p> <p>TENDER FEE :NIL</p>
19	<p>Other types of acceptable securities: NA</p>

Serial No.	D. Submission and Opening of Bids
20	<p>For bid submission purposes only, the Purchaser's address is Registrar BHU, Varanasi</p> <p>Attention : Vijay Kumar Jaiswal</p> <p>Street Address : Assistant Registrar (UET) BHU,</p> <p>City : Varanasi</p> <p>ZIP/Postal Code : 221005</p> <p>Country : India</p> <p>The deadline for bid submission is:</p> <p>Date : 07 Feb., 2019</p> <p>Time : 05:00 PM</p> <p>The electronic bidding opening procedures shall be as given in Section I-Instructions for Online Bid Submission.</p>
21	<p>The bid opening shall take place at Office of Controller of Examinations, BHU, Varanasi</p> <p>Street Address : Banaras Hindu University, Varanasi</p> <p>Floor/ Room number :</p> <p>City : Varanasi</p> <p>Country : India</p> <p>Date : 09 Feb., 2019</p> <p>Time : 03:00 PM</p> <p>The electronic bidding opening procedures shall be as given in Section I-Instructions for Online Bid Submission.</p>

Serial No.	F. Award of Contract
25	<p>Award Criteria:</p> <p>BHU will award the Contract to the successful bidder whose proposal has been found to be substantially most responsive bid as per the process outlined in the document.</p> <p>Right to Accept Any Proposal and To Reject Any or All Proposal(s):</p> <p>BHU reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for BHU action.</p> <p>Notification of Award:</p> <p>Prior to the expiration of the validity period, BHU will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, BHU may request the bidders to extend the validity period of the bid.</p> <p>The notification of award will constitute the formation of the contract and shall be binding on both the parties. Upon the selected successful bidder's furnishing of Performance Bank Guarantee, BHU will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract.</p>

Section IV .

Scope of Work

The scope of work is divided into following three broad phases:

- Pre- Examination Phase
- Examination Phase
- Post Examination Phase

3.1 Pre-Examination Phase

- The selected bidder (herein after referred to Party) shall draw the examination plan and implement the design of the examination processes as required by BHU. Broadly, the requirements will be as follows:
 - Complete Security Management Process
 - Physical Security
 - Information Security
 - Server Security
 - Network Security
 - Candidate Handling Process
 - Mapping of candidates' details with respective Examination Centers
 - Validation and verification of identity
 - Frisking of Candidates
 - Attendance and biometric (photograph and thumb impression) handling
 - Machine/seat allocation and handling of security parameters
- o Any other process related to conduct of Examination including preparation of pre-examination mock test and practice modules for potential candidates to be hosted on 24x7 operational servers of the bidder from 1st May 2019.
- The selected bidder shall prepare and provide Standard Operating Procedure (SOP) including detailed process manual for safe and secure conduct of examination along with rules for contingency and exception handling/ emergency procedures for the perusal and approval of the Controller of Examinations, BHU.
- The selected bidder shall provide specifications for Hardware and Software required at all stages of the examination at:
 - Exam Centres
 - Devices and systems to be used for authentication and audit trail mechanisms required for Exam.

- The selected bidder shall provide consulting, training and manpower support to handle the entire Examination. The required Hardware, Software, networking etc. shall be installed by the Bidder on lease/rent/ ownership basis, whose cost would be covered under the commercial bid.
- The selected bidder, as per the requirements and directives from BHU, shall setup systems at the required Exam Centres in India ensuring that at least 10% of the systems are available as backup per shift i.e. if 100 systems are going to be used, the centre shall have at least 110 working systems available per shift.
- The selected bidder shall ensure that all Exam Centres have the prescribed Hardware, Software, LAN connectivity and other related facilities for conducting Examination.
- The selected bidder shall ensure that UPS and Generator facility are available at each Exam Centre for un-interrupted power.
- The selected bidder shall carry periodic audit at Exam Canters for Hardware, Operating System, Processor Speed, RAM, Network and Key Boards etc. Software - Screen resolution and LAN connectivity, Browser, Working condition of UPS and Generator.
- The selected bidder shall ensure suitable drinking water and separate toilet facilities for both Boys and Girls at each examination centre.
- The selected bidder shall provide a facility to candidates for static mock link for mock test within a fortnight of signing the contract. The same facility should also be available online to be run through web server. The mock test should be a replica of the examination software.
- The selected bidder shall host and manage the examination process through intranet based solution at Exam Centres.
- The selected bidder shall securely install and implement Question Papers (in English and/or Hindi and /or other Indian/Foreign languages and others) for online test.
- The selected bidder shall ensure frisking of candidates and checking of original documents (as prescribed by the University) and admit card of the candidates at the entrance gate of the examination centre. Individual password shall be given to each candidate by the selected bidder at the examination centre after verification of the documents.
- The selected bidder shall ensure that the Signature of the candidate is taken in the attendance sheet and Verification of the signature in attendance sheet is done vis-a-vis the signature in the admit card
- The selected bidder shall ensure complete biometric registration and verification process of the candidates (digital photo, finger print etc.) and allow candidates to appear for exam at Exam Centre through pre-allotted seat/machine. The biometrics taken at this stage may be used later on for authentication purposes.
- The selected bidder shall arrange/provide adequate displays/instructions/ information to the candidates appearing at Exam Centres.
- All pre-examination phase processes shall be carried out by the selected bidder in consultation with BHU.
- The selected bidder shall arrange/provide complete candidates' response during the

examination, audit trail and biometric data. One set of sealed data shall be provided to the BHUs representative within two (2) hours of completion of the exam of each session. The media for said data shall be provided by the BHU.

- The selected bidder shall ensure that all Exam Centres have the prescribed Hardware, Software and LAN connectivity for conducting Examination.

Test Centres: The service provider would identify the test centres in each of the cities where examination will be held Annexure-XII and shall seek approval of BHU of the same. Any of the identified centres may be verified by authorized personnel of the BHU if required. A test centre may have one or more test centres, however, offices of service provider must not be considered for test centres. Internal training facilities or other infrastructures specially for conducting online examination may be used.

3.2 Examination Phase

- The selected bidder shall make necessary arrangements, in consultation with BHU, for providing adequately trained manpower as per the requirements mentioned below:

Each Exam Centre should have the following minimum number of personnel to be deployed;

- i. Exam Centre Administrator - 1
- ii. IT Manager -1 per 250 nodes (minimum 1 in a centre)
- iii. Invigilators - 1 per 30 nodes (minimum of 2 in a room)
- iv. Support Staff - Minimum 1 per 100 students (Suitability need to be justified with centres) and locations
- v. Security Guards - Minimum 1 per 100 students (Suitability need to be justified with centres)
- vi. Peons - Minimum 2 per 100 students

The above staff should be increased proportionately on the basis of size of the centre in terms of nodes for exam. In addition, service provider should provide a City Head for each of the cities of examination.

- The Examination shall be computer based with the questions (in English and/or Hindi and/or any Indian/ Foreign languages) being provided onscreen on a random basis, without any manual intervention.
- Sufficient time of 15-20 minutes shall be allotted before the exam for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers.
- Computer based exam software should support standard features such as display of details of candidates, detailed instruction upon login, start and closure of examination at scheduled time, virtual numeric scientific keypad, time left, flag questions for review, marking/unmarking of question, display of status of questions with different color and symbols, switching between sections, switching between Hindi and English languages, provision for enlargement of font, navigation to unanswered questions and

prompt for submission.

Minimum Candidate System Pre-requisites

Screen	1024X768
Operating System	Windows XP Professional, Windows 7 or equivalent with appropriate Service Pack
Browser	Internet Explorer 7.0 or above as supported by above Operating Systems
Browser settings	Java Script enabled Pop-up blocker disabled Under 'Settings' of 'Temporary Internet Files', set 'Check for newer versions of stored pages' to 'Every visit to the page' Proxy disabled (Direct Internet)

Minimum Exam Centre Server Prerequisites

Processor	CPU Speed: 1.5 GHz or above.
RAM	4GB or higher
Screen resolution	1024X768
Operating system	Compatible for candidates systems as clients, must meet the performance criteria
Performance Criteria	Must support at least 100 clients without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp for audit purposes. Response time for question/page loading must be less

Infrastructure :

- The selected bidder shall complete biometric registration process of the candidates before start of examination (digital photo and biometric fingerprint) and after that allow candidates to appear for test at Examination Centres.
- The selected bidder shall arrange/provide adequate displays and required instructions/information to the candidates appearing for test at Examination Centres.
- While exam will be conducted on local LAN, data of test progress should be transferred to central server every 15 minutes (or as specified by BHU) for monitoring purposes. The selected bidder should provide reports to BHU to view the test progress at all the centres during the examination.
- The service provider would arrange for the necessary servers to conduct the examination at each test centre. One main server and one backup server will be available for every 200 or 250 candidates at a test centre.

- The service provider must have the requisite MOU's with the colleges and who would arrange for the client systems necessary for the conduct of examination at each test centre. There should be at least 10% reserve pool of client systems of the total number of registered candidates in a session at each test Centre.
- There must be adequate spacing between two adjacent seats. Service provider should arrange for partition of appropriate size between adjacent seats.
- At the test centre, main server, backup server and client systems would be provided with functional UPS and generator set. Uninterrupted power should be made available for the period of each session and for 30 minutes prior to and after each session on the day of examination.
- The selected bidder shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
- The selected bidder shall obtain candidate's feedback through online Feed Back Form, after the examination is over.
- The selected bidder shall provide blank paper sheet/s to the candidates for rough work as per requirement.
- The selected bidder shall have a contingency plan for candidate management/Shifting in case of any emergency.
- The selected bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the selected bidder in BHU. The data should be real time data generated from each Exam Centre during the examination.
- At the end of the exam, transfer/export of candidate response and audit trails shall be done by the selected bidder on secured channel from local server to Central server of the selected bidder within 4 Hour from each exam centre. Other data such as attendance sheet, fingerprint, photograph, seating plan etc. (if any) should be sent to BHU within 7 days of conclusion of the examination.
- While the exam will be conducted on local LAN, data of test progress should be transferred to central server every 15 minutes (or as specified by BHU) for monitoring purposes. The selected bidder should provide reports to BHU to view the test progress at all the centres during the examination.
- At the test Centre, main server and backup server should work uninterrupted. The test centres will have the adequate power back-up facility to conduct the test. However, the software should be capable of “resuming” from the point of last saved event.
- The selected bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the selected bidder in BHU, Varanasi. The data should be real time data generated from each Exam Centre during the examination.

Note: Following information/data shall be made available by BHU:

- **Raw data of applicants**
- Question paper(s) for online practice purposes to be hosted on a 24x7 operational web server at the Party's site

- Question paper(s) for mock examinations
- Question paper for the conduct of examinations
- Rules/guidelines/marketing scheme/ provisional/final answer key

Note: The following information/data shall be made available by the Party:-

- Soft Copy of Centre Master having Centre Number and Complete Centre Details
- Complete candidates' response during the examination, audit trail and biometric data
- Any other document prescribed by BHU

3.3 Post-Examination Phase

- The selected bidder shall calculate marks obtained by each candidate as per the requirement and marking scheme provided by BHU.
- The candidate's responses, biometric, photograph, audit trails should be uploaded automatically from the local server to the selected bidder's data centre in a secured manner. There should not be any traces of any data pertaining to candidate whatsoever post uploads left on the exam server.
- The selected bidder shall hand over the raw responses/data to BHU same day after the candidate's response upload from local exam server. The software should have capability to take the answer key post examination. The data also need to be uploaded to a server at the Master Control Facility of service provider. After confirmation of proper transfer of data to the server, the service provider in presence of BHU Representatives shall demonstrate complete automatic deletion of the responses and audit trails in hard disc of the main and backup server.
- The selected bidder shall send to each of the candidates its own response along with provisional answer key after the examinations.
- Institution of a system to enable the candidate to raise objections to the answer key/ responses/ questions. A complete report on questions/provisional answer key challenged by the candidates shall be submitted by the service provider to the BHU within five days of conduct of examination. After receipt of this report, the BHU shall provide final answer key for preparation of category wise / overall merit list (containing the marks obtained and rank of the candidates) by the service provider.
- The selected bidder shall provide biometric data of all the candidates captured during examination, in the desired format, for verification purposes during subsequent stages of the admission procedure.
- The selected bidder shall provide Post-Examination Analytics Report in the following manner:
 - (a) Item analysis of MCQ responses of the candidates (difficulty index and discrimination index etc.) as per requirements of BHU.
 - (b) Student Performance Analysis;
 - (c) Psychometric Analysis of Question Papers to be decided in consultation with BHU
 - (d) Analyze audit logs and provide summary of audit logs like number of clicks, time log, MAC, IP address etc.

- (e) Provide analysis report regarding proxy candidates, unfair means report etc.
 - (f) Any other reports by analyzing the data stored, whenever required by BHU.
- The selected bidder shall provide documented inputs and support for handling
 - Candidates queries
 - RTI queries
 - Court Cases
 - Media queries

Note:

1. The selected bidder will have to carry/ demonstrate complete System Test Run (STR) with test data to BHU before implementation of the software. The selected bidder should also be able to demonstrate click by click audit trail for any type of enquiry.
2. The selected bidder should also be able to demonstrate Application Server logs to capture all errors, warnings and exceptions that are generated in applications along with the time at which they occurred.
3. **Test Data Archiving:** The selected bidder shall archive the result and other examination data for future references after specified time, as per requirement of BHU.
4. **MIS generation/ customized reports:** The selected bidder shall provide adequate information to the Controller of Examinations as per the requirement of BHU.

Prequalification

Essential Pre-requisites:

a) Organizational Level:

1. The bidder should be a company/ firm registered (minimum 10 years old) in India. The registered bidder should be operating in India for a minimum of 5 years and offering relevant Computer Based Test Services that are the subject matter of this tender.
2. The bidder will participate as single entity and will be solely responsible for work awarded for the tender. Bidder will act as surety for the activities to be performed as per the agreement with BHU. No consortium or group companies will be allowed.
3. The proposed software must be in-house developed by the bidder and the bidder must own the complete source code of the software being used for conducting the Computer based exam. They must have the copyright of the source code and all its components. Bidders having CMMI certificate in Development will be given preference.
4. The bidder shall be single point of contact with BHU and shall be solely responsible for the execution and delivery of the work. The bidder will provide examination delivery software.
5. The annual turnover after payment of tax of the bidder should be minimum Rs.100 crores in each of the three preceding financial years. However, the annual turnover of the bidder from CBT (in India only) should not be less than Rs. 25 crores for this years.The turnover should be of the bidder and not of the group companies or consortium. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concerns etc. for 2015-16, 2016-17 and 2017-18. It has to submit ITR and audited Balance Sheet (as per Annexure-I) to authenticate the same.
6. The bidder should not have incurred any loss during preceding three financial years. The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited for the last three financial years(as per Annexure-I).
7. The Bidder should be registered with appropriate tax authorities such as Income Tax, Service Tax/GST etc. and should submit valid certificates of registration.
8. The bidder must have successfully executed at least 5 CBT projects on all India basis, out of which at least one project should be with capability of at least 50000 candidates in a single shift in the past three years. The documentary evidence in form of work order/contract and performance report must be enclosed on the client's letter-head. Bidder's past achievement in this regard shall be considered for technical evaluation. Any experience as a consortium partner will not be considered.

9. The bidder must have primary data centre with Disaster Recovery site Infrastructure for data security. Both the data centres should be located in India in different seismic zones. The data centre must be Tier III or above and ISO [ISO 9001(Quality), ISO 27001 (Information Security), ISO 20000
10. (IT Services Management), ISO22301(Business Continuity Management System)] certified.
11. Data Centre certified as per the MeitY, Government of India Guidelines i.e. audited by Cert-In empanelled agency.
12. The bidder must be able to conduct computer based test in multiple subjects in English and Hindi or any other language as applicable. The test delivery system should be able to handle this aspect of multiple languages / multiple subjects very well.
13. The Bidder should have appropriate technology, hardware for conducting Computer Based Test and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.
14. The bidder should have all relevant facilities and logistics available to execute the work. Bidders having CMMI Service certificate and CMMI certificate valid for Organisation Development will be given preference.

Copy of CMMI Certificate be attached.
15. The bidder's Computer Based Test software should be Cert-In certified or the processes meet ISO 9001 & 27001 standards.
16. The bidder must show and submit suitable emergency management plan during any crisis situations/ redundancy of servers, switches, additional centre locations and student data.
17. The bidder should not have been blacklisted by central / state government departments / undertakings.

b). Integrity Pact:

The vendors/ bidders are required to enter into “Integrity Pact” as notified by the CVC vide Circular No.02/01/2017 (file No.015/VGL/091 dated 13.1.2017) as amended from time to time and provided under Rule175 of GFR 2017. Only those bidders/ vendors who commit themselves to such a pact with BHU would be considered competent to participate in the bidding process. The Integrity Pact is to be submitted on a ‘Non Judicial Stamp paper of Rs.100/-

c) Assessment Platform level:

1. The proposed examination and question paper (in English and/or Hindi languages and/or any other Indian/foreign language as applicable) generation software should be in-house developed by the bidder and the bidder must have the complete source code of the software being used for conducting the Computer based test. They must have the right to modify the source code and all its components.

- (a) The bidder should have all the necessary components and dependency of source code of computer based test system in place so that any change required in any of the components of the software can be undertaken by in-house technical team. Required skills to make necessary configuration changes should be available with the bidder. The major/minor configuration changes in software requested by BHU must be met immediately.
 - (b) The bidder should have at least regular 500 technical employees employed in-house in India for Conduct of exam, development of software, maintenance of software, networking and data security. The proof of ESI/PF registration or self-declaration shall have to be submitted.
 - (c) Different versions of Software code should be managed appropriately in a standard version control system within the organization.
 - (d) Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster.
 - (e) The bidder should own the test cases and regression testing code to prove that they have done necessary testing of the software to scale up to conduct large scale assessments. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity and Disaster-Recovery.
 - (f) The bidder should design a highly secured system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
 - (g) The bidder should have in-house quality assurance group and a strong quality management system to do quality check of the software.
 - (h) Proper security provision for source codes shall be maintained.
2. The bidder's software should have a facility to create question paper (in English and/or Hindi languages and/or any other Indian/foreign language) securely at a designated place decided by the Controller of Examinations, BHU.
 3. The bidder must use 256 bit encryption for Question paper storage and transfer.
 4. The system should support question randomization with option shuffling ensuring that no adjacent question papers of the same subject are alike.
 5. The system should also support conduct of different entrance tests in the same session at the same Centre concurrently.
 6. The final question paper would be password protected by BHU and the same shall not be shared.
 7. The bidder should provide an application at the Control Centre of BHU for live monitoring of pre-test, conduct of test and post-test activities for all the centres.

At any time before the submission of bids, BHU may amend the tender by issuing an addendum in writing or by standard electronic means. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended, if required. BHU has the right to cancel or modify the tender.

The Bidder should provide self-declaration with regard to fulfilment of each of the requirements mentioned above.

Even though bidders may satisfy the above requirements, they may be disqualified if they have made misleading or false representation of facts or deliberately suppressed the information as provided in the tender forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses shall also result in disqualification.

Evaluation of Bids

The selection of the agency will be based on Quality and Cost Based Selection (QCBS). There will be 70 %weightage for Technical Evaluation and 30 %for Financial Evaluation.

Technical Evaluation:

1 Detailed technical evaluation shall be carried out by a Technical Evaluation Committee constituted for this purpose by the BHU along with other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and conditions of the tender without any material deviation.

2 Technical Bid will be assigned a Technical score (TS) out of a maximum of 100 points, as per the Scoring Model provided at Annexure-IX.

3 The Technical Evaluation Committee may call the bidders for presentation or clarifications to assess the understanding of the bidder regarding the scope and magnitude of the work.

Financial Evaluation:

The Financial Bid of only those Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened.

BHU shall inform the date, place and time for opening of the Financial Bid to the technically eligible bidder(s), who may attend the financial bid opening process.

The amount quoted in Financial Bid under volume “up to 5 lakhs candidates” will only be considered for evaluation of the financial bid.

The financial scores (FS) would be normalized on a scale of 100 as per the formula given below, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation.

FS = $(F_{min}/F_b) \times 100$ (rounded off to 2 decimal places), where

FS = Normalized Financial Scores for the Bidder under consideration

F_{min} = Lowest absolute financial quote received

F_b = Absolute financial quote by the Bidder under consideration

22.3.3 Final Evaluation Criteria - Quality and Cost Based Selection (QCBS):

Composite Score (CS) = $TS \times 0.70 + FS \times 0.30$

Section V. Policy of University against the Corrupt and Fraudulent Practices

University strictly adheres to its policy against corruption and requires that bidders and their agents, subagents, sub-contractors, suppliers etc. shall not indulge in any kind of corrupt practices, fraudulent practices, collusive practices, coercive practices, obstructive practices or other kinds of corruption declared as crimes under Indian law.

- a) If bidder or their agents, subagents, sub-contractors, suppliers etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or cancelled as the case may be by the University and besides it , University may initiate legal actions including civil and criminal proceeding.

For the purpose of this provision the terms are defined as follows:

- (i) “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹
 - (ii) “Fraudulent Practices” is any act or omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid an obligation;²
 - (iii) “Collusive Practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;³
 - (iv) “Coercive Practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁴
- b) “Obstructive Practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation. Besides actions under clause (a) University may also take action to blacklist such bidder either indefinitely or for a specified period.

¹For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes university staff and employees of other organizations taking or reviewing procurement decisions.

²For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³For the purpose of this sub-paragraph, “party” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁴For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

Part-3

Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

1 Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “University” means Banaras Hindu University established under Banaras Hindu University Act 1915 .
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “The Project Site,” term where applicable, means the place of work named in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means Banaras Hindu University, institute, faculty, department and other entities of the University competent for purchasing Goods and Services, as specified in the SCC.
- (k) “Related Services” means the services

incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the SCC.

2 Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3 Corrupt and Fraudulent Practices

- 3.1 The University requires compliance with its policy against the corrupt and fraudulent practices as set forth Section- V.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4 Interpretation

- 4.1 Unless the context requires otherwise, singular means plural and vice versa.
- 4.2 The Contract constitutes the entire agreement

between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is reduced to writing, dated, expressly refers to the Contract, and is signed by the duly authorized representative of each party thereto.

4.4 Nonwaiver

a. Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

b. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5 Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in any language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract,

such translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6 Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7 Eligibility

7.1 The Bidder should not have been declared insolvent by the competent court.

7.2 The Bidder should not be disqualified for contract under the law of the land.

7.3 The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law or any other Law for the time being in-force.

7.4 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. Nationality must be disclosed by the supplier

7.5 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

- 8 Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9 Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.
- 9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
- (a) as a matter of law or official regulations, India prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 10 Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to settle the issue by arbitration, as hereinafter provided, as to the matter in dispute, no arbitration in respect of the matter be commenced unless such notice is given in accordance with this Clause for the final settlement of the matter. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 10.3 All questions, disputes and differences arising shall be referred by the Vice-Chancellor, Banaras Hindu University to the sole arbitrator for arbitration under the provision of the Arbitrations and Conciliation Act, 1996.

- 11 Obligations During Arbitrations** 11.1 Notwithstanding any reference to arbitration in Clause 10,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay any amount due to the Supplier.
- 12 Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13 Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 14 Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15 Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16 Terms of Payment** 16.1 Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies appropriate to the requirement made. However in following cases advance payments may be made if specified in SCC:
- (i) Advance payment demanded by firms holding maintenance contracts for servicing of Air-conditioners, computers, other costly

equipment, etc.

- (ii) Advance payment demanded by firms against fabrication contracts, turnkey contracts etc.

Such advance payment should not exceed the following limits :-

- (i) Thirty percent of the contract value to private firms;
- (ii) Forty percent of the contract value to a State or central Government agency or a Public Sector Undertaking; or
- (iii) In case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, within ninety (90) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payment shall be made to the supplier under this contract shall be Indian currency unless otherwise agreed.

17 Taxes and Duties

17.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

17.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent or country or origin, the

supplies shall provide benefit from any such tax sowing to the purchaser.

18 Performance Security

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 18.4 Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligation.
- 18.5 Bid security shall be refunded to the successful bidder within 30 days of receipt of performance security.

19 Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20 Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such

information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- a. now or hereafter enters the public domain through no fault of that party;
- b. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- c. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21 Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later on shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22 Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section-VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin or India.
- (b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33
- (c)

23 Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24 Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25 Transportation and Incidental Services

25.1 The Supplier is required under the Contract to transport the Goods to a specified place of final destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates

charged to other parties by the Supplier for similar services otherwise shall be at the cost of suppliers.

26 Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in India as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due

allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier, if permitted by the purchaser, shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall absolve the Supplier from any warranties or other obligations under the Contract.

27 Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 33.

28 Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in

the Contract.

- 28.2 Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or warranty period mentioned by supplier whichever period concludes later unless mutually agreed.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29 Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right

registered.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

30 Force Majeure

- 30.1 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 30.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably possible, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 30.3 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31 Change Orders and Contract Amendments

- 31.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in

any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

31.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

31.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

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

32 Extensions of Time

32.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

32.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the

performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

33 Termination

33.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 32;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

33.2 Termination for Insolvency.

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

33.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

34 Assignment

- 34.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause Ref. No.	SCC
GCC 1.1 (i)	The Purchaser's country is: India.
GCC 1.1 (k)	The Purchaser is: Registrar , BHU, Varanasi -221005
GCC 1.1 (j)	The Project Site(s)/Final Destination(s) is/are:, BHU, Varanasi -221005
GCC 5.1	The language shall be: Hindi or English
GCC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention : Vijay Kumar Jaiswal</p> <p>Street Address : Assistant Registrar (UET), BHU, Varanasi</p> <p>Floor/ Room number :</p> <p>City : Varanasi</p> <p>ZIP Code : 221005</p> <p>Country : India</p> <p>Telephone : 91-542-2368460 91-8004929891</p> <p>Facsimile number : 91-542-2368174</p> <p>Electronic mail address : vijayjaiswal59@gmail.com</p>
GCC 9.1	The governing law shall be the law of India.
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p style="text-align: center;"><i>Contracts with Supplier for arbitral proceeding</i></p> <p>In the case of a dispute between the Purchaser and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of India by the</p>

	<p>arbitrator appointed by vice-chancellor, BHU, unless otherwise agreed.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> (i) An airway bill (ii) Insurance Certificate, (iii) Manufacturer's or Supplier's Warranty Certificate, (iv) Inspection Certificate issued by nominated inspection agency, (v) Supplier's factory shipping details etc. <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p>
GCC 16.1	<p>GCC 16.1—The method and conditions of payment and Penalty to be made to the Supplier under this Contract shall be as follows:</p> <p>Mode of Payment and Penalty</p> <p>The payment to the service provider shall be made in Indian rupees and shall be paid only after the successful completion of the entire work as per the schedule, without any errors. No advance payment shall be made. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain penalty clauses related to liquidate damages on account of delays, errors, cost and time overruns etc.</p> <p>In case of non-fulfillment of the service provider's specific obligation as under the contract, which nonfulfillment leads to data loss/ non compliance of event based log/ data saving. The service provider shall indemnify BHU to the extent of any loss suffered by BHU as a result of such data loss/ non-compliance of event based log/ data saving. However, the total liability of the service provider under this clause as well as under any other clause of the contract shall be limited to total amount payable by</p>

	<p>BHU to the service provider arising under the terms of the contract, provided, further that this limitation shall not apply to any liability for damages arising from willful misconduct or negligence.</p> <p>If any examination has to be reconducted due to any technical or non-technical problems from the service provider's side, then the service provider has to bear the cost of the conduct of the examination as quoted in the commercial proposal.</p> <p>In case of any deficiency of service provided by the Technical Administrators in conducting the Online examination at a Test Centre that would lead to unacceptable delay in completing the examination, the liability of the service provider shall be limited to 5% of total payable by BHU to the service provider for that particular test center where the deficiency has been verified and confirmed by BHU.</p>
GCC 18.1	A Performance Security shall be required @ 5% of contract price.
GCC 18.3	<p>If required, the Performance Security shall be in the form of : Bank Guarantee</p> <p>If required, the Performance security shall be denominated in Indian Rupees.</p>
GCC 23.2	The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.
GCC 24.1	<p>The insurance coverage shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, insurance shall be as follows: NA</p>
GCC 25.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: NA</p>
GCC 25.2	<p>Incidental services to be provided are:</p> <p>Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price</p>

	quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.
GCC 26.1	The inspections and tests shall be: Equipment should be installed at site by designated engineer of the firm. Demonstration should be made to the satisfaction of the P.I. At least four free visits should be made by the engineer during the first year after installation to clarify and rectify any doubts or problems as may be faced by the user.
GCC 26.2	The Inspections and tests shall be conducted at the Department where the equipment is installed. For the rest please refer to GCC 26.1.
GCC 27.1	<p>In case the Bidder fails to fulfill the obligations as per the terms and conditions of the contract, the BHU may impose penalty to the extent of 100% of the total payment due for that Computer Based Test. In addition, the Performance Security may also be forfeited.</p> <p>If the Bidder fails to deliver any or all of the Service(s)/ Systems or perform the Services within the time period(s) and in the manner specified in the Contract/Agreement, BHU shall, without prejudice to its other rights and remedies under and in accordance with the Contract/Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% per week or part thereof of Contract Price subject to maximum deduction of 10% of the order value of the delayed Service(s) or unperformed Service(s).</p> <p>In case the bidder fails to execute the contract for reasons solely attributable to the Bidder, the BHU shall have the liberty to get it done through any other agency in addition to imposing damages and penalty to the Bidder.</p> <p>If the delay adversely affects conduct of examination the security deposit/ performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract.</p>
GCC 27.1	The maximum amount of liquidated damages shall be: 10%
GCC 28.3	<p>The period of validity shall be 12 months from date of acceptance/ satisfactory completion of the CBT.</p> <p>The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract</p>

	<p>(if any). If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part there of as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,or</p> <p>(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 1% per week of actual value of the equipment (maximum 10%).</p>
GCC 28.5	The period for repair or replacement shall be: NA

Part-4
Annexures, Bidding Forms,
& Contract Forms

BASIC DETAIL OF THE BIDDER

S.No.	Bidder Details	To be filled by the Bidder or Firm	For use of Technical Evaluation Committee
i	Cost of Tender Form Details		
ii	EMD Remittance Details		
1	Registered Firm/ Company		
1a	Date of Registration		
2.	Turnover of Bidder		
2a	2015-16		
2b	2016-17		
2c	2017-18		
3	Average Annual Turnover in India during last three financial years from Computer Based Test		
3a	2015-16		
3b	2016-17		
3c	2017-18		
4	Permanent Account Number		
	TAN		
	GST No.		
5	Number of Projects executed for Computer Based Test in last three years.		
	50000-100000 Candidates		
	100001-150000Candidates		
	>150000 Candidates		

(Signature with date and Seal of Bidder)

FINANCIAL INFORMATION

- I. Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last three years i.e. 2015-16, 2016-17 and 2017-18 and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

Table-1: Total Turnover

S. No.	Details	2015-16	2016-17	2017-18
i)	Gross annual turnover			
ii)	Profit/Loss			
iii)	Financial Position : a) Cash b) Current Assets c) Current Liabilities d) Working Capital (b-c) e) Current Ratio : Current Assets/Current Liabilities (b/c)			

Table-2: Turnover from Computer Based Test Only

S. No.	Details	(1) 2015-16	(2) 2016-17	(3) 2017-18
	Gross Annual turnover			

Gross annual turnover

- II. Please attach - Up to date Income Tax Clearance Certificate Audited Balance Sheet. For the financial year 2017-18, the bidder is allowed to submit duly certified provisional balance sheet in case audited balance sheet is not available. Certificate of net worth from Bankers of Bidder.

III. Note: Attach additional sheets, if necessary.

(Signature with date and Seal of Bidder)

DETAILS OF SIMILAR WORK EXECUTED

S N0	Name of work/ Project & Locatio n	Owner/ Sponsoring organizatio n	Total No. of Candi dates Handle d	Total No. of Shifts taken for comple tion	Date of commence ment as per contract	Actual Date of comple tion	Litigatio n/ Arbitrati on pending in progress with details	Name, Designa tion and address/ telepho ne number of officer to whom referenc e may be made	Remar ks
1	2	3	4	5	6	7	8	9	10

(Signature with date and Seal of Bidder)

Dated :

ANNEXURE-III

DETAILS OF WORK UNDER EXECUTION OR AWARDED

S NO	Name of work/Proje ct & Location	Owner/ Sponsoring organizatio n	Total No. of Candidates to be handled	Date of commenceme nt as per contractn	Stipulated date of completi on	Upto date percentag e progress of work	Slow progress if any, and reasons thereof	Name, Designati on and address/ telephone number of officer to whom reference may be made	Remark s
1	2	3	4	5	6	7	8	9	10

(Signature with date and Seal of Bidder)

Dated :

ANNEXURE – IV

Performance Report of Works referred in ANNEXURE II & III

(Furnish this information for each individual work done by the bidder for whom the work was executed)

1. **Name of Work/Project& Location** _____

2. **Owner or Sponsoring Organisation :** _____
Address _____

Contact Person : _____
Designation : _____
Telephone No(s): _____
E-mail _____
3. **Agreement No.** : _____
4. **Estimated Cost** _____
5. **Tendered Cost** _____
6. **(A) Date of Start** _____
(b) Stipulated date of completion _____
(c) Actual date of completion _____
7. **Amount of compensation** _____
Levied for delayed completion,

Or any other damages, if any

8. Performance reports/assessment by clients (Supported by documentary evidence, if any)

(a) Quality of work - Excellent/ Very Good/ Good/ Fair:

(b) Resourcefulness - Excellent/ Very Good/ Good/ Fair:

(Signature with date and Seal of Bidder)

STRUCTURE OF THE ORGANIZATION

1. Name and address of bidder: _____

2. (a) Telephone No. : _____

(b) Fax No. : _____

(c) Email address : _____

3. Legal Status (Attach copies of original document defining the legal status).

(a) An Individual : _____

(b) A Proprietary/Partnership: _____
) agency _____

A Trust: _____

A Limited Company or
Corporation: _____

4. Particulars of Registration with various Government bodies & Statutory Tax Authorities: (Attach attested photocopy)

(a) Registration Number
: _____

(b) _____ Organization/Place _____ of
registration: _____

—

(c) Date of validity _____ :

5. Names and titles of Directors & Officers with Designation to be concerned with this work with Designation of individuals authorized to act for the organization:

6. Were you or your company ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reason for not completing the work.

7. Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name

of the project and reason for not completing the work.

8. Have you or your constituent partner(s) been debarred/black listed for tendering in any organization at any time? If so, give details.

9. Details of Tier III or above Primary and Secondary Data Centres having ISO [ISO 9001(Quality), ISO 27001 (Information Security), ISO 20000 (IT Services Management), ISO 22301(Business Continuity Management System)] certification.

9.1 Primary and Secondary Data Centres [meeting above minimum specifications] outsourced by the bidder (yes/No):

9.2 Primary and Secondary Data Centres [meeting above minimum specifications] owned by the bidder (yes/No):

9.3 Primary and Secondary Data Centres [meeting above minimum specifications] owned by the bidder with Cert-in Certified infrastructure (yes/No):

10. Area of specialization and Interest :

11. Any other information considered necessary but not included above.

(Signature with date and Seal of Bidder)

ANNEXURE – VI

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THIS WORK

TABLE-1:

Category	Total Number of regular employee	Number available for this work	Minimum Qualification	Remarks
Technical				
Administrative				

TABLE-2:

S No	Designation	Total number of employees in the category	Number available for this work	Minimum Qualification	Professional experience and details of work carried out	In what capacity these would be involved in this work	Remarks
1	2	3	4	5	6	7	8

(Signature with date and Seal of Bidder)

Annexure -VII

Number of Projects executed for Computer Based Test in last five years.

Single shift of Candidates	2013-14	2014-15	2015-16	2016-17	2017-18
<50000					
50000-100000					
100001-150000					
>150000					

(Signature with date and Seal of Bidder)

ANNEXURE VIII

Details of Testing Capacity with minimum 250 nodes per Centre

Sl.No.	State	City	Availability of Testing Capacity (in terms of number of candidates per shift)		Total
			Owned	Hired	

(Signature with date and Seal of Bidder)

ANNEXURE – IX

Marking Criteria for Technical Evaluation of Bids

Following Scoring Model will be followed for technical evaluation of the bids:-

Sr. No.	Criteria	Score	Self-Scoring by Bidder	Scoring by Tender Evaluation Committee
1.1	Bidder's Profile/Human Resource strength	15		
	Overall IT staff strength (Project Management/ Development/ Quality Assurance /Implementation/ Operations)	15		
	500-750	5		
	751 - 1000	10		
	> 1000	15		
1.2	Bidder's certification	20		
1.2.1	CMMI level (Organisation)	10		
	CMMI level 3 Development	5		
	CMMI level 5 Development	10		
1.2.2	CMMI level (Organisation)	10		
	CMMI level 3 Service	5		
	CMMI level 5 Service	10		
1.3	Bidder's Financial Capability	15		
	Average annual turnover from Computer Based Test for the period 2015-16,2016-2017, 2017– 2018			
	More than 25 CR and Less than 50 Crore INR	5		
	More than 50 CR and Less than 100 Crore INR	10		
	More than 100 Crore INR	15		
1.4	Bidder's experience in CBT	20		
1.4.1	Maximum no. of candidates appeared in computer based test in single shift completed in India in last three year (as on date of bid submission)	10		
	50,000 - 100,000 Candidates	2		
	100,001 – 1,50,000 Candidates	5		
	> 1,50,000 Candidate	10		
1.4.2	No. of computer based test projects (with minimum 50,000 candidates in single shift) completed in India in last three year (as on date of bid submission)	10		
	= 5 assignments	2		
	6 – 10 assignments	5		
	> 10 assignments	10		
1.5	Bidder's Infrastructure Capability	25		

1.5.1	Capability in India [Owned Node with minimum 250 nodes in each center (Proof to be submitted)]	10		
	50,000Candidates per shift	2		
	50,001 – 100,000Candidatesper shift	5		
	>100,000Candidatesper shift	10		
1.5.2	Tier III or above Primary and Secondary Data Centres having ISO [ISO 9001(Quality), ISO 27001 (Information Security), ISO 20000 (IT Services Management), ISO 22301(Business Continuity Management System)] certification	15		
	Primary and Secondary Data Centres [meeting above minimum specifications] outsourced by the bidder	5		
	Primary and Secondary Data Centres [meeting above minimum specifications] owned by the bidder	10		
	Primary and Secondary Data Centres [meeting above minimum specifications] owned by the bidder with Cert-in Certified infrastructure	15		
2	Software/ Solution Approach and Methodology	5		
2.1	Presentation & Demonstration: The marks for Approach and Methodology will be given by the Committee based on the presentation made by the bidder on the same	5		

(Signature with date and Seal of Bidder)

ANNEXURE-X

FINANCIAL BID - In Indian Rupees for two Shifts per day
Activity wise cost per candidate for examination conducted in cities in
India

S. No	Activity	Rate in Indian Rupees per candidate (Up to 5 Lakhs candidates)		Rate in Indian Rupees per candidate (Above 5 Lakhs candidates)	
		In Figure	In words	In Figure	In words
1	Conduct of end to end assessment as per the tender document				

Note:

- 1. The rates shall be exclusive of taxes.**
- 2. The financial bid (Rate in Indian Rupees per candidate) against the volume of up to 5 Lakhs candidates will be considered for financial evaluation.**

(Signature and Seal of Bidder)

Name in Capital letter: _____
(in the capacity of: _____
Duly authorized to sign Bid for and on behalf of _____

(For Both Sections)

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), assessment platform, etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.**
3. **The corrigendum(s) issued from time to time by your department/ organisation too has 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 by any Govt. Department/Public sector undertaking.**
6. **I / We certify that all information furnished by the 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)

Annexure -XII**LIST OF TEST CITIES FOR CONDUCT OF ONLINE CBT IN ENSUING UNIVERSITY ENTRANCE TESTS - 2019**

Sl.No.	State	City
1	Bihar	Bhagalpur
		Darbhanga
		Muzaffarpur
		Patna
2	Jharkhand	Bokaro Steel City
		Dhanbad
		Jamshedpur
		Ranchi
3	Odisha	Berhampur-Ganjam
		Bhubaneswar
		Cuttack
		Rourkela
		Sambalpur
4	Arunachal Pradesh	Naharlagun
5	Assam	Dibrugarh
		Guwahati
		Silchar
6	Meghalaya	Shillong
7	Mizoram	Aizwal
8	Nagaland	Kohima
9	Sikkim	Gangtok
10	Manipur	Imphal
11	West Bengal	Asansol
		Kolkata
		Siliguri
12	Chandigarh	Chandigarh
13	Jammu & Kashmir	Jammu
14	Punjab	Amritsar
		Bhatinda
		Jalandar
		Ludhiana
		Mohali
		Patiala
15	Himachal Pradesh	Hamirpur
		Shimla
16	Rajasthan	Ajmer
		Bikaner
		Jaipur
		Jodhpur
		Sikar

		Udaipur
17	Uttar Pradesh	Ghaziabad
		Greater Noida
		Meerut
		Noida
		Agra
		Aligarh
		Allahabad
		Bareilly
		Gorakhpur
		Jhansi
		Kanpur
		Lucknow
		Moradabad
		Muzaffarnagar
		Varanasi
18	Haryana	Ambala
		Hisar
		Karnal
		Kurukshetra
		Faridabad
		Gurugram
19	Delhi	New Delhi
20	Uttarakhand	Dehradun
		Haldwani
		Roorkee
21	Andhra Pradesh	Guntur
		Kurnool
		Nellore
		Rajahmundry
		Tirupathi
		Vijayawada
		Visakhapatnam
22	Karnataka	Hubballi (Hubli)
		Kalaburagi (Gulbarga)
		Mangaluru (Mangalore)
		Mysuru (Mysore)
		Shivamogga (Shimoga)
		Bengaluru

23	Telangana	Hyderabad
		Warangal
		Karim Nagar
24	Tamil Nadu	Chennai
		Coimbatore
		Madurai
		Salem
		Tiruchirappalli
		Tirunelveli
25	Kerala	Ernakulam
		Thiruvananthapuram
		Thrissur
		Kozhikode
26	Goa	Panaji
27	Gujarat	Ahmedabad
		Gandhi Nagar
		Rajkot
		Surat
		Vadodara
28	Maharashtra	Amravati
		Aurangabad
		Kolhapur
		Mumbai
		Nagpur
		Nashik
		Pune
29	Chattisgarh	Bhilai Nagar
		Bilaspur
		Raipur
30	Madhya Pradesh	Bhopal
		Gwalior
		Indore
		Jabalpur
		Sagar
		Satna
		Ujjain

Section IX: Bidding Forms

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(i)Tender Form
(Techno commercial un-priced Bid)
(On the letter head of the firm submitting the bid)

Tender No.

To

The _____

Dear Sir,

1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. I/We meet the eligibility requirements and have no conflict of interest ;
3. I/We have not been suspended nor declared ineligible in India;
4. I/We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
5. I/We offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 90 days from the date of opening of the tender.
6. I/we shall be bound by a communication of acceptance issued by you.
7. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.

8. A crossed Bank Draft in favor of the Registrar, BHU for Rs. (Rupees.....only) as Earnest Money is enclosed. The Draft is drawn on
.....Bank payable at Varanasi.
9. The following have been added to form part of this tender.
 - (a) Samples of items quoted for, as per instructions provided in the schedule of requirement.
 - (b) Schedule of requirements, quoting the make only duly signed and stamped.(without indicating price)
 - (c) Income Tax clearance certificate.
 - (d) Copy of last audited balance sheet.
 - (e) Copy of Valid Central/State sales tax registration certificate.
 - (f) Copy of relevant major purchase orders valuing more than Rs. 20000/- executed during last two years for Govt. Depts., PSUs & Central Autonomous bodies..
 - (g) Proof of manufacturing Unit, dealership certificate/general order suppliers.
 - (h) Statement of deviations from financial terms & conditions, if any.
 - (i) Any other enclosure. (Please give details)
10. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
11. Certified that the bidder is:
 - (a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

Or

 - (b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

(c) A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

12. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.
13. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
14. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative bids submitted;
15. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption
16. Name of the Bidder* **[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder**
[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed **[insert date of signing]** day of **[insert month]**, **[insert year]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Yours faithfully,

(Signature of bidder)

Dated this day of _____

Address:.....

.....

.....

Telephone No. : _____

FAX _____

E-mail _____

Company seal

(ii) Tender Form

(Priced Bid)

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

To,

The _____

Ref: Tender No.....Dated:

.....

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

1. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.
2. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
3. The prices quoted are inclusive of all charges net F.O.R University. We enclose herewith the complete Financial Bid as required by you. This includes:
 - a. Price Schedule (Financial Bid).
 - b. Statement of deviations from financial terms and conditions.

4. We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

7. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business

of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day
of _____

Signature of
Bidder _____

Details of
enclosures _____

Full Address:

Telephone No.

Mobile No. :

Fax No. :

E-

mail: _____

Company Seal

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

ADVT. No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named

above.

- In case of JV, letter of intent to form JV or JV agreement.
 - In case of Government-owned enterprise or institution, documents establishing:
 - Legal and financial autonomy
 - Operation under commercial law
 - Establishing that the Bidder is not dependent agency of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ADVT. No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

- (a) the Letter of Acceptance
 - (b) the Tender Forms
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules(BOQ))
 - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Performance Security

Option 1: (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor:*[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*¹, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is

¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

Option 2: Performance Bond

By this Bond [*insert name of Principal*] as Principal (hereinafter called “the Supplier”) and [*insert name of Surety*] as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Purchaser*] as Obligee (hereinafter called “the Supplier”) in the amount of [*insert amount in words and figures*], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Purchaser dated the _____ day of _____, 20 _____, for [*name of contract and brief description of Goods and related Services*] in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there

should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor; or

- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:*[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor:*[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than toward delivery of Goods;

or

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

(b)has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

INVITATION FOR BIDS
Notice Inviting Tender (NIT)

BANARAS HINDU UNIVERSITY

VARANASI-221005

e-Procurement Notice

Ref: BHU/CBT/2018-19/01

Dated: 12-01-2019

Online tenders are hereby invited **in two cover system** from reputed Agencies for Conduct of :-

- **Computer Based Test (CBT) for Various UET/PET Test**

Bidders can download complete set of bidding documents from e- procurement Platform <http://eprocure.gov.in/eprocure/app> from **16-01-2019** onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <http://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is: 07-02-2019 up to 05:00PM. (Server time). Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website: <http://eprocure.gov.in/eprocure/app> and www.bhu.ac.in.

CRITICAL DATE SHEET

Published Date	16-01-2019 (04:00 PM)
Bid Document Download Start Date	16-01-2019 (04:00 PM)
Clarification Start Date	16-01-2019 (04:00 PM)
Clarification End Date	20-01-2019 (04:00 PM)
Pre bid meeting	21-01-2019 (01:00 PM)
Bid Submission Start Date	28-01-2019 (04:00 PM)
Bid Document Download End Date	07-02-2019 (02:00 PM)
Bid Submission End Date	07-02-2019 (05:00 PM)
Bid Opening Date	09-02-2019 (03:00 PM)

sd/-

Registrar