



मालवीय राष्ट्रीय प्रौद्योगिकी संस्थान जयपुर  
MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

Email: [storepurchase@mnit.ac.in](mailto:storepurchase@mnit.ac.in)

Jawahar Lal Nehru Marg, Malviya Nagar  
Jaipur, Rajasthan 302017 (India)

**TENDER DOCUMENT**

*for*

**Comprehensive AMC of EPABX System**



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Jawahar Lal Nehru Marg, Malviya Nagar Jaipur, Rajasthan 302017

Tel #: +919549650356

Email: storepurchase@mnit.ac.in

Website: www.mnit.ac.in

**Invitation for Bids / Notice Inviting Tender**

Date: 29.10.2018

Malaviya National Institute of Technology, Jaipur is a premier Institute of Education and Research enacted by act of Parliament, Government of India. The Institute would like to procure the following Goods / Services for its day-to-day activities. The Scope and details of work are given in **Appendix I**.

Sr. No.	Tender No.	Brief Description of Goods / Services	Quantity	Single / Two Bid
1	F5(1598)ST/MNIT/2015	Comprehensive AMC of EPABX System	As mentioned in Annexure - 1	Single

1. Bids are invited for tendering process and the Tender Document can be downloaded from the Tender portal of Government of India, **CPPP site <https://eprocure.gov.in/epublish/app>**. A copy of the Tender Document is also available on MNIT, Jaipur Website, [www.mnit.ac.in](http://www.mnit.ac.in), as per schedule given below:

Event	Date & Time
Tender Publishing Date	29.10.2018
Bid Submission Start Date	29.10.2018
Bid Submission End Date	19.11.2018 by 02.00 PM
Bid Opening Date	19.11.2018 at 03.00 PM

2. The address for submission of EMD/Bid Security, Bid and for obtaining further information:

Deputy Registrar (S&P),  
MNIT Jaipur  
Jawahar Lal Nehru Marg, Malviya Nagar  
Jaipur, Rajasthan 302017 (India)  
Email: storepurchase@mnit.ac.in

3. The prospective bidders should adhere to deadlines specified in Tender Details Screen corresponding to this Tender on Tender portal **CPPP site <https://eprocure.gov.in/epublish/app>**.

4. Bid Security/Earnest Money Deposit

(i)	The amount of bid security/EMD shall be a) In case of Foreign Bidder : Nil b) In case of Indigenous Bidder : Rs.5,000.00
(ii)	The Bid Security/Earnest Money Deposit shall be deposited through Bank Guarantee/Demand Draft drawn in favour of "Malaviya National Institute of Technology Jaipur,". The original Bid Security/EMD must be delivered to address mentioned in Sr.No.2 above on or before bid submission date and time as mentioned in "Date Sheet" failing which the bid shall be summarily rejected. For further details, refer Clause No.1.15 of Tender document.

The Director, MNIT Jaipur reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons there

## SECTION I

### DESCRIPTION OF CONTRACT CONTENTS OF TENDER / BIDDING DOCUMENT

The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into Eight Chapters as under:

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### LIST OF SHORT FORMS AND FULL FORMS

SHORT FORM	FULL FORM
BG	BANK GUARANTEE
BS	BID SECURITY
CVC	CENTRAL VIGILANCE COMMISSION
EMD	EARNEST MONEY DEPOSIT
ESIC	EMPLOYEES STATE INSURANCE CORPORATION
GCC	GENERAL CONDITIONS OF CONTRACT
GOI	GOVERNMENT OF INDIA
GST	GOODS & SERVICES TAX
ICC	INTERNATIONAL CHAMBERS OF COMMERCE
IEMs	INDEPENDENT EXTERNAL MONITORS
IPC	INDIAN PENAL CODE
IST	INDIAN STANDARD TIME
LD	LIQUIDATED DAMAGES
MNIT	MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR
NIT	NOTICE INVITING TENDER
NSIC	NATIONAL SMALL INDUSTRIES CORPORATION
PS	PERFORMANCE SECURITY
SCC	SPECIAL CONDITIONS OF CONTRACT
UNCITRAL	UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW

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## **A. Introduction**

**Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.**

### **1.1 Eligible Bidders**

- 1.1.1. This Invitation for Bids is open to all suppliers.
- 1.1.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.1.3. Bidders who fulfil the Eligibility Criteria mentioned in **Chapter 5** will be considered for Technical Evaluation of bids.

### **1.2 Cost of Bidding**

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

### **1.3 Fraud and corruption**

- 1.3.1. The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

<b>Sr. No.</b>	<b>Term</b>	<b>Meaning</b>
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

- 1.3.2. The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

## **B. The Bidding Documents**

### **1.4 Cost of Bidding Documents**

**The bidding documents are to be downloaded Free of Cost from CPPP Website <https://eprocure.gov.in/epublish/app>**

## **1.5 Content of Bidding Documents**

- 1.5.1. The Goods / Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into Eight Chapters.
- 1.5.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

## **1.7 Amendment to Bidding Documents**

- 1.7.1. At any time prior to the due date 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 amendment.
- 1.7.2. All prospective bidders who have downloaded the Tender Document should surf CPPP website <https://eprocure.gov.in/epublish/app> from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the CPPP website <https://eprocure.gov.in/epublish/app> All prospective bidders are expected to surf the CPPP website <https://eprocure.gov.in/epublish/app> before formulating and submitting their bids to take cognizance of the amendments.
- 1.7.3. In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the CPPP website <https://eprocure.gov.in/epublish/app> of the purchaser.

### **C. Preparation of bids**

## **1.8 Language of Bid**

- 1.8.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical.
- 1.8.2. The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier.

## **1.9 Documents Comprising the Bid**

- 1.9.1 The bid shall comprise of the following documents as per the requirement of the Tender Document. The documents should be in following sequence.

Sr.No.	Document Required	Reference Clause & Forms of tender document
1	Bid Security / EMD for Amount specified in NIT	1.15 & Annexure-C
2	Bidder Information Form	Annexure-A
3	Certificate of Incorporation	5.1 (a)
4	Manufacturers Authorisation Form	Annexure-B
6	Eligibility Certificate	5.1 (c) & Annexure-K
7	Self-Certificate: Non-Black Listing	5.1 (d) & Annexure-L
8	Performance Statement Form	5.2 (b) & Annexure-D
9	Service Support Details	5.2 (c) & Annexure-F
11	Detailed Technical Specifications & Scope of Supply	Annexure 1 available at page no.36
12	Schedule of Requirement	Chapter-3
13	Deviation Statement	Annexure-E (Part-I & II)
14	Bid Form	Annexure-G
15	Price Schedule Form (s)	Chapter-6

The documents comprising bid should be submitted in the **above sequence in orderly manner**.

**Bid is Single Bid or Two Bid is specified in NIT.**

**1.9.2 Documents comprising Single Bid**

All the above documents should be submitted in Single Bid.

**1.10 Bid form and Price Schedule**

The bidder shall complete the Bid Form and the appropriate Price Schedule form, as given, in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with **ITB Clauses 1.9.2** of the bidding documents.

**1.11 Bid Prices**

1.11.1. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the Goods / Services it proposes to supply under the contract.

1.11.2. Prices indicated on the price-schedule form shall be entered separately in the following manner:

**For Goods manufactured within India:**

i)	The price of the goods quoted Ex-works
ii)	GST which will be payable on the goods if the contract is awarded.
iii)	The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
iv)	The installation, commissioning and training charges including any incidental services, if any.

1.11.3. The price quoted shall remain fixed during the contract period and shall not vary on any account.

1.11.4. All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.

1.11.5. In case of INR bids the price criteria should be on Free Delivery to MNIT, Jaipur. Govt. Levies like GST etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST etc., if any.

**Note:** All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT, etc.), wherever applicable.

**1.12 Bid Currencies**

Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely Convertible foreign currency in case of offers received for supply from foreign countries.

**1.13 Documents Establishing Bidder's Eligibility and qualifications**

1.13.1. The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.

1.13.2. The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that:

(a)	The bidder meets the qualification criteria listed in bidding documents, if any.
(b)	Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and / or supply the goods.
(c)	In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India, equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

1.13.3. Conditional tenders / offers shall **not** be accepted.

#### **1.14 Documents Establishing Good's Eligibility and Conformity to Bidding Documents**

1.14.1. To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

(a)	A detailed description of the essential technical and performance characteristics of the goods;
(b)	A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Price- bid ; and
(c)	An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

1.14.2. For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

#### **1.15 Bid Security (BS) / Earnest Money Deposit (EMD)**

1.15.1. The Bidder shall furnish, as part of its bid, a Bid security (BS) / Earnest Money Deposit (EMD) of amount as specified in NIT in the form of a Bank Guarantee / Demand Draft drawn on any Scheduled / Nationalized Bank **in favour of the Malaviya National Institute of Technology Jaipur.**

##### **A. In case of Foreign Bidder(s):**

- a) The BS shall be submitted either by the principal or by the Indian agent.
- b) The bidder who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote.
- c) The Bank Guarantee is insisted due to steep fluctuations in foreign exchange hence the foreign DDs are not accepted towards BS/EMD

##### **B. In the case of indigenous bidders:**

- a) The BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.



- 1.15.2. Bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in the form of cash / cheque or any other form other than DD/Bank Guarantee as per **Annexure A**. No interest is payable on BS/EMD
- 1.15.3. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the Bid security's forfeiture.
- 1.15.4. The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:

(a)	A Bank Guarantee (BG) issued by a Nationalized / Scheduled bank / Foreign Bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalised / Scheduled Indian bank;
<b>OR</b>	
(b)	A Banker's cheque or demand draft in favour of the <b>Purchaser</b> issued by any Nationalised / Scheduled Indian bank.

- 1.15.5. The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the **ITB clause 1.15.11** are invoked.
- 1.15.6. The BID & bid security should be submitted in its original form to the address:  
Deputy Registrar (Stores & Purchase),  
MNIT Jaipur  
Jawahar Lal Nehru Marg, Malviya Nagar  
Jaipur, Rajasthan 302017 (India)

Envelop enclosing EMD should be Super scribed with Tender number and specifying EMD on envelop.

- 1.15.7. Bid security / EMD is the mandatory requirement and exemption is applicable to the firms registered with NSIC only for the manufacture of the tendered goods and not for selling products manufactured by other companies.
- 1.15.8. The Bid Security of unsuccessful bidder will be discharged / returned as promptly as possible but positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.
- 1.15.9. The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against Performance Security, if it is paid through Demand Draft / Banker's Cheque.
- 1.15.10. The receipt of Bid security before time and date of submission of bid is mandatory requirement. The bid is liable to be rejected if the bid security is not received within stipulated time.
- 1.15.11. The bid security may be forfeited:

(a)	If Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form;
<b>OR</b>	
(b)	In case of successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 21 days from the date of contract / order.

- 1.15.12. Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

#### **1.16 Period of Validity of Bids**

- 1.16.1. Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 1.16.2. 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 (or by fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 1.16.3. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

#### **1.17 Format and Signing of Bid**

- 1.17.1. The bids may be submitted as Single Bid or Two-bid as specified in the Invitation for Bids / NIT.
- 1.17.2. In case the bids are invited on single bid basis, then the Bidder shall submit Bid comprising all documents listed under clause 1.9 relating to documents comprising the bid.
- 1.17.3. In case the bids are invited on two-bid system, the Bidder shall submit Bid in two separate parts. First part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedule forms. The second part shall contain the Price Bid comprising Bid Form and Price Schedule forms.
- 1.17.4. The scanned copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- 1.17.5. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

### **D. Submission of Bids**

#### **1.18 Submission of Bids**

- 1.18.1 Bids shall be submitted Manual/ Offline bids at address in point 1.15.6 above.
- 1.18.2 The Bidder shall download the Tender Enquiry Document directly from the website <https://eprocure.gov.in/epublish/app> and shall not tamper/modify it in any manner. In case if the same is found to be tampered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
- 1.18.3 The complete bidding process is manual/ offline.
- 1.18.4 Bidders are advised to visit CPPP website <https://eprocure.gov.in/epublish/app> regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
- 1.18.5 Intending bidders are advised to visit CPPP website <https://eprocure.gov.in/epublish/app> regularly till closing date of submission of bid, for any corrigendum.

- 1.18.6 The Bid Security/Earnest Money Deposit shall be deposited through Bank Guarantee / Demand Draft drawn in favour of “Malaviya National Institute of Technology Jaipur”. The original Bid Security/EMD must be delivered at address mentioned in Sr.No.2 of NIT till bid submission date and time as mentioned in “Date Sheet” failing which the bid shall be summarily rejected.

### **1.19 Due date for Submission of Bids**

- 1.19.1. EMD/BS must be received by the Purchaser at the address specified in NIT not later than the time and date specified in NIT.
- 1.19.2. Bidders are advised to submit their Bids timely within due date for submission of Bids to avoid last minute issues.
- 1.19.3 The Purchaser may, at its discretion, extend the due date for submission of Bids by amending the tender documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the due date will thereafter be subject to the due date as extended.

### **1.20 Late Submission of EMD**

- 1.20.1. Any bid security/EMD received by the Purchaser after the due date for submission of bids prescribed by the Purchaser is liable to be rejected.

### **1.21 Withdrawal, substitution and Modification of Bids**

- 1.21.1 The bidder is not allowed to modify or withdraw bid after last date for submission of bids.

## **E. Opening and Evaluation of Bids**

### **1.22 Opening of Bids by the Purchaser**

- 1.22.1 The Bids shall be opened by authorised officials of the Purchaser as per schedule given in Date Sheet.
- 1.22.2 In case, the day of bid opening is declared a holiday by the government, the Bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
- 1.22.3 Only opening of bids and accepting the bid will not mean that the firm is technically or financially qualified.

### **1.23 Confidentiality**

- 1.23.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract.
- 1.23.2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

### **1.24 Clarification of Bids**

To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

## 1.25 Preliminary Examination

- 1.25.1. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause 1.9** have been provided, and to determine the completeness of each document submitted.
- 1.25.2. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, will be treated as non-responsive and ignored. The following are some of the important points, for which a tender may be declared as non-responsive and will be ignored, during the initial scrutiny:

i	The Bid is unsigned
ii	The Bidder is not eligible
iii	The Bid validity is shorter than the required period
iv	The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer
v	Bidder has not agreed to give the required performance security
vi	The goods quoted are sub-standard, not meeting the required specification, etc.
vii	Against the Requirement (Scope of supply) the bidder has not quoted for the entire requirement as specified in Chapter 4
viii	The bidder has not agreed to some essential condition(s) incorporated in the tender.

- (b) Bid Form and Price Schedule Form, in accordance with **ITB Clause 1.10**. In case of two-bid system these forms shall be examined after opening of the Price Bids of the technically qualified bidders.

## 1.26 Responsiveness of Bids

- 1.26.1. Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

(a)	affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Tender; <b>OR</b>
(b)	limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Proposed Contract; <b>OR</b>
(c)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- 1.26.2. The Purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.26.3. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

**1.27 Non-Conformity, Error and Omission**

- 1.27.1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 1.27.2. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 1.27.3. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a)	if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
(b)	if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
(c)	if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 1.27.4. Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

**1.28 Examination of Terms & Conditions, Technical Evaluation**

- 1.28.1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 1.28.2. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with **ITB Clause 1.14**, to confirm that all requirements specified in Chapter 4 of the Bidding Documents have been met without any material deviation or reservation.
- 1.28.3. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with **ITB Clause 1.26**, it shall reject the Bid.

**F. Award of contract**

**1.34 Negotiations**

Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations, shall be treated at par with negotiations.

**1.35 Award Criteria**

Subject to **ITB Clause 1.37**, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**1.36 Purchaser's right to vary Quantities at Time of Award or later**

The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Chapter 4 without any change in unit price or other terms and conditions.

**1.37 Purchaser's right to accept any Bid and to reject any or all Bids**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

**1.38 Notification of Award**

1.38.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e-mail that the bid has been accepted and a separate purchase order shall follow through post.

1.38.2. Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.

1.38.3. Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to **ITB Clause 1.41**, the Purchaser will promptly notify each unsuccessful Bidder and discharge its bid security.

**1.39 Signing of Contract**

1.39.1. Promptly after notification, the Purchaser shall send the successful Bidder the Purchase Order.

1.39.2. Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall enter into Contract Agreement as per Chapter 7.

**1.40 Order Acceptance**

1.40.1. The successful bidder should submit Order acceptance within 15 days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to **ITB Clause 1.15.11**.

1.40.2. The order acceptance must be received within 15 days. However, the Purchaser has the powers to extend the time frame for submission of order acceptance and submission of Performance Security (PS). Even after extension of time, if the order acceptance / PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for retendering in the particular case.

**1.41 Performance Security**

Within 21 days of receipt of the notification of award / Purchase Order as per the GCC Clause 2.12, the Supplier shall furnish Performance Security for the amount specified in SCC, valid for the time 60 days after the warranty period.

**1.42 Assistance to Bidders:**

1.42.1 Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.

## Chapter - 2

### A- GENERAL CONDITIONS OF CONTRACT

#### 2.1. Definitions

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

Sr. No.	Words / Expressions	Meaning
(a)	Contract	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.
(b)	Contract Documents	The documents listed in the Contract Agreement, including any amendments thereto.
(c)	Contract Price	The price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
(d)	Day	Calendar day
(e)	Completion	The fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
(f)	GCC	The General Conditions of Contract.
(g)	Goods	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
(h)	Services	The services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
(i)	SCC	The Special Conditions of Contract.
(j)	Subcontractor	Any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
(k)	Supplier	The natural 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.
(l)	Purchaser	Malaviya National Institute of Technology Jaipur as specified in SCC
(m)	The final destination	The place named in the SCC.

#### 2.2 Contract Documents

2.2.1 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.

2.2.2 Successful bidder shall have to enter into Contract Agreement on Rs.500/- non judicial stamp paper as per Contract Form given in Chapter 7 within 21 days of placement of Purchase Order having value above Rs. 25 Lacs or equivalent amount in Foreign Currency.

#### 2.3 Fraud and Corruption

The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

I	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution
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II	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
III	Collusive practice	A scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels
IV	Coercive practice	Harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

- (b) The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

**2.4 Joint Venture, Consortium or Association/Amalgamation/Acquisition, Patent Indemnity etc.**

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 fulfillment 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.

**2.4.1. Amalgamation/Acquisition etc.:**

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

**2.5 Scope of work**

Scope of work (i.e. the Services to be performed shall be as specified in the **Annexure ‘1’ available at page no. 36**

**2.7 Contract price**

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.

**2.9 Application**

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

**2.12 Performance Security (PS)**

- 2.12.1 Within 21 days of receipt of the notification of award of contract / Purchase Order, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period.
- 2.12.2 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.
- 2.12.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.



2.12.4 PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer / bidder.

2.12.5 The Performance security shall be in one of the following forms:

(a)	A Bank guarantee or stand-by Letter of Credit issued by a Nationalized / Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents. <b>OR</b>
(b)	A Banker's cheque or Account Payee demand draft in favour of the purchaser.

2.12.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

2.12.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

2.12.8 The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order acceptance and PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

2.12.9 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

## **2.21 Terms of Payment**

2.21.1. The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.

2.21.2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfillment of other obligations stipulated in the contract.

2.21.3. Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the Invoice or claim by the Supplier.

2.21.4. Payment shall be made in currency as indicated in the contract.

## **2.22 Change Orders and Contract Amendments**

2.22.1. No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

**2.23 Subcontracts**

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

**2.24 Penalty clause**

Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

**2.25 Termination for Default**

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

(a)	If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time;
(b)	If the Supplier fails to perform any other obligation(s) under the Contract
(c)	If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

2.25.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

(a)	The Performance Security/EMD will be forfeited;
(b)	The Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
(c)	However, the supplier shall continue to perform the contract to the extent not terminated.

**2.26 Force Majeure**

2.26.1 Notwithstanding the provisions of GCC Clauses relating to Extension of Time, Penalty and Termination for Default 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.

2.26.2 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, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.26.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the

Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 2.26.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

## **2.27 Termination for Insolvency**

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

## **2.28 Termination for Convenience**

- 2.28.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. 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.

- 2.28.2 The Goods that are complete and ready for shipment within 30 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:

(a)	To have any portion completed and delivered at the Contract terms and prices ; <b>and / or</b>
(b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods / Services and for materials and parts previously procured by the Supplier.

## **2.29 Settlement of Disputes**

- 2.29.1 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.

- 2.29.2 If, after twenty-one (21) days, 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 commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. .

- 2.29.3 The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

(a)	In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Malaviya National Institute of Technology Jaipur and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the Contract.
(b)	In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not

	acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
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2.29.4 The venue of the arbitration shall be the place from where the Purchase Order or Contract is issued.

2.29.5 Notwithstanding any reference to arbitration herein,

(a)	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; <b>and</b>
(b)	the Purchaser shall pay the Supplier any monies due the Supplier.

### **2.30 Governing Language**

The Contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

### **2.31 Applicable Law / Jurisdiction**

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

### **2.32 Notices**

2.32.1 Any notice given by one party to the other pursuant to this contract / order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or / and confirmed in writing to the other party's address specified in the SCC.

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

### **2.33 Taxes and Duties**

2.33.1 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.

2.33.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture / production.

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

2.33.4 All payments due under the contract shall be paid after deduction of statutory levies (at source) (like ESIC, IT, etc.) wherever applicable.

### **2.34 Right to use Defective Goods**

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

### **2.35 Protection against Damage**

The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:

- (a) Voltage 230 volts – Single phase or 415 Volt for 3 phase ( $\pm 10\%$ )

(b) Frequency 50 Hz.

**A. SPECIAL CONDITIONS OF CONTRACT (SCC)**

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	Special Condition of Contract (SCC)
GCC 2.1(m)	<b>The Purchaser is:</b> THE DIRECTOR Malaviya National Institute of Technology Jaipur
GCC 2.1(n)	<b>The Final Destination is:</b> <b>MNIT Jaipur</b> <b>Jawahar Lal Nehru Marg, Malviya Nagar</b> <b>Jaipur, Rajasthan 302017 (India)</b>
GCC 2.12.1	The amount of the <b>Performance Security</b> shall be <b>10 % of the contract value</b> , valid up to 60 days after the date of completion of contract obligations including warranty obligations.
GCC 2.22.1	<b>Payment for Goods and Services supplied from India:</b>
	The payment shall be made in Indian Rupees, as follows:
	(a) No advance payments shall be made. The payment will be made on successful completion of work on quarterly basis. The firm shall submit pre-receipted bill in duplicate to this office after completion of the quarter. All type of taxes as applicable shall be deducted from the bill of the contractor as per rules amended from time to time. The successful tenderer shall not claim any interest on payments under the contract. The successful tenderer shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective User Institutions/Tender Inviting Authority. While claiming reimbursement of duties, taxes etc. (like GST, custom duty) from the Tender Inviting Authority/User Institution, as and if permitted under the contract, the successful tenderer shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the successful tenderer) shall refund to the Tender Inviting Authority/User Institution forthwith.
	(b) The payment will be made on successful completion of work on quarterly basis.
	(c) <b>E-Payment:</b> All payments, MNIT, Jaipur prefer to make Electronic Transfers (RTGS) through ICICI Bank Ltd. Branch MNIT.
	<b>NOTE:</b>
	➤ All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.
GCC 2.26.1	(a) As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise we will have to forfeit EMD/PS and also LD clause will be applicable /enforced
	(b) If the Vendor is not able to provide Maintenance and Repair service within the period specified (24 hours), the purchasing officer may, at his discretion, allow an extension in time, subject to recovery from the vendor as agreed liquidated damages or by way of penalty, a sum equal to the percentage of the value of services which the vendor has failed to provide for period of delay as stated below: Sr. No. No. of Days Penalty 1 1-3 Days 1 % of total quoted amount 2 4-6 Days 2 % of total quoted amount 3 More than week 5 % of total quoted amount

	(c)	MNIT, Jaipur reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the EMD/PS
	(d)	The <b>maximum</b> amount of <b>penalty</b> shall be <b>20% of quoted amount</b> . Once the period is exceeded, Tender Inviting Authority/User Institution may consider termination of the contract. During the above-mentioned delayed period of service, the conditions incorporated shall also apply and Tender Inviting Authority shall seek alternate measures at the risk and cost of the successful tenderers.
	(e)	The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.
GCC 2.33.1	The <b>place of jurisdiction</b> is Jaipur, India.	
GCC 2.34.1	<b>For notices</b> , the Purchaser's address is: THE REGISTRAR <b>MNIT Jaipur</b> <b>Jawahar Lal Nehru Marg, Malviya Nagar</b> <b>Jaipur, Rajasthan 302017</b>	

**CHAPTER 6**

**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA**

*(Bidder should quote in this format however, if quoted in different format; all parameters given below should be covered)*

Tender No: \_\_\_\_\_ Tender Date: \_\_\_\_\_  
Quotation No. \_\_\_\_\_ Date: \_\_\_\_\_ Quotation Valid Upto: \_\_\_\_\_  
\_\_\_\_\_

Sr.No.	Description of Item	Quantity	Unit	Rate	Amount (Rs.)
1.	Item name				
2.					
Total Amount					
GST Charges					
GRAND TOTAL					

		Non-Comprehensive		
<b>GCC/SCC 2.21.1</b>	Payment Term			

**SIGNATURE OF AUTHORISED PERSON**

**CHAPTER 7**  
**Contract Form**

Contract No. \_\_\_\_\_ Date: \_\_\_\_\_

THIS CONTRACT AGREEMENT is made the *[ insert: number ]* day of *[ insert: month ], [ insert: year ]*.

BETWEEN

- (1) The Malaviya National Institute of Technology Jaipur, **address** (hereinafter called “the Purchaser”), 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”).

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 in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies) ]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

(a)	This Contract Agreement
(b)	General Conditions of Contract
(c)	Special Conditions of Contract
(d)	Technical Requirements (including Schedule of Requirements and Technical Specifications)
(e)	The Supplier’s Bid and original Price Schedules
(f)	The Purchaser’s Notification of Award
(g)	<i>[Add here any other document(s)]</i>

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, 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.
05. 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 Union of India on the day, month and year indicated above.

For and on behalf of the Malaviya National Institute of Technology, Jaipur

Signed : *[insert signature]*



in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[ insert identification of official witness ]*

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 ]*

**CHAPTER 8**  
**OTHER STANDARD FORMS**

<b>Sr. No.</b>	<b>Name of the Form</b>	<b>Annexure</b>
1	Bidder Information Form	A
2	Manufacturers' Authorization Form	B
3	Bid Security Form / Earnest Money Deposit	C
4	Performance Statement Form	D
5	Deviation Statement Form	E
6	Service Support Detail Form	F
7	Bid Form	G
8	Performance Security Form	H
9	Acceptance Certificate Form	I
10	Indemnity Bond	J
11	Eligibility Certificate	K
12	Non Black List Certificate	L

**NOTE: The Successful Bidder shall submit Documents with reference to Annexure – H, I & J after Award of Contract as mentioned in Purchase Order.**

**Bidder Information Form**

(a) [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. This should be done of the letter head of the firm]

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

Tender No : [insert number from Invitation for bids]

01.	Bidder's Legal Name [insert Bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
04.	Bidder's Year of Registration: [insert Bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
06.	Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
07.	Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

**MANUFACTURERS' AUTHORIZATION FORM \***

*[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.]*

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

Tender No. : *[insert number from Invitation For Bids]*

To : *[insert complete name and address 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 2.20 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]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**\*(Not required in case the bidder itself is the manufacturer)**

**BID SECURITY FORM**

Whereas \_\_\_\_\_  
(hereinafter called the tenderer)

has submitted their offer dated  
for the supply of  
(hereinafter called the tender)

Against the Purchaser's Tender No. \_\_\_\_\_

KNOW ALL MEN by these presents that WE

\_\_\_\_\_ (Bank Name)  
of \_\_\_\_\_ having our registered office at  
\_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the  
"Purchaser")

In the sum of \_\_\_\_\_

For which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**THE CONDITIONS OF THIS OBLIGATION ARE:**

(1)	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2)	If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity
(a)	Fails to furnish the Performance Security for the due Performance of the contract.
(b)	Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorized officer of the Bank)

Name and designation of the officer  
Seal, name & address of the Bank and address of the

Branch

**Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.**

**PERFORMANCE STATEMENT FORM**

**Details of similar equipment / systems supplied & installed during past 3 years in India & Abroad**

Name of the Firm \_\_\_\_\_

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of deliver as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed/ working satisfactory? (Attach a certificate from the purchaser / Consignee)	Name of Contact person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder .....

Place :

Date :

DEVIATION STATEMENT FORM

**PART –I**

**The following are the particulars of deviations from the requirements of the tender specifications:**

<b>CLAUSE</b>	<b>DEVIATION</b>	<b>REMARKS (INCLUDING JUSTIFICATION)</b>

Place:

Date:

Signature and seal of the  
Manufacturer/Bidder

**NOTE:**

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

**PART – II**  
**(Refer Clause 1.25 of Tender Document)**

<b>Sr.No.</b>	<b>TENDER REQUIREMENT</b>	<b>COMPLIANCE</b>	<b>Document Submitted</b>
1	Bid is Signed	Yes / No	Yes / NA
2	Bid Validity (90 days after the date of Bid opening)	Yes / No Bid valid up to _____	Yes / NA
3	Warranty: ___ Years warranty from Installation & Commissioning and date of acceptance	Yes / No	Yes / NA
4	Agree to submit Performance Security 10% of PO Value as per Clause 2.12.1& as specified in SCC	Yes / No	Yes / NA
5	Original Equipment Manufacturer/Authorised Indian Agent agree to submit Contract Agreement in the form as per Chapter-7 (For procurements above Rs.25 Lacs)	Yes / No	Yes / NA
6	Original Equipment Manufacturer agree to submit Indemnity Bond as per Chapter-8 Annexure-J (For procurements above Rs.25 Lacs)	Yes / No	Yes / NA

The Bidder should **submit other documents** such as fulfilment of financial qualification criteria (MIRA Inform Report or Creditworthy Report from other reputed and equivalent firms such as Dun & Bradstreet), Schedule of Requirement (Chapter-3) and various forms as specified in Chapter-8.



**SERVICE SUPPORT DETAIL FORM**

<b>Sr. No.</b>	<b>List of similar type of equipments serviced in the past 3 years</b>	<b>Address, Telephone Nos., Fax No. and e-mail address of the buyer</b>	<b>Nature of training Imparted/ service provided</b>	<b>Name and address of service provider</b>

Signature and Seal of the manufacturer/Bidder.....

Place :

Date :

**Bid Form**

[The Bidder shall fill in this Form in accordance with the instructions indicated 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]  
 Tender No. :  
 To : Director, MNIT, Jaipur,

We, the undersigned, declare that:

(a)	We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda]
(b)	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 and Related Services [insert a brief description of the Goods and Related Services] as specified in Chapter 4
(c)	The total price of our Bid, excluding any discounts offered in item (d) below, is: [insert the total bid price in words and figures, indicating the various amounts and the respective currencies]
(d)	The discounts offered and the methodologies for their application are: <b>Discounts.</b> If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]
(e)	Our bid shall be valid for the period of time specified in ITB Clause 1.16, from the date fixed for the bid submission due date in accordance with ITB Clause 1.19 and it shall remain binding upon us and may be accepted at any time before the expiration of that period
(f)	If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.41 and GCC Clause 2.12 for the due performance of the Contract
(g)	The following commissions, gratuities, or fees have been paid or are to be paid 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.”)

(h)	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.
(i)	We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed : [insert signature of person whose name and capacity are shown]  
 In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name : [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]  
 Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

PERFORMANCE SECURITY FORM

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

.....

WHEREAS .....

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

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

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

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

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

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

This guarantee shall be valid until the ..... day of ....., 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

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

**Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.**

**Acceptance certificate form**

No.

Dated:

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Certificate of commissioning of equipment**

**01.** This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para 2). The same has been installed and commissioned.

(a)	Contract No. Date:	
(b)	Description of the equipment	
(c)	Name of the consignee	
(d)	Scheduled date of delivery of the consignment to the Institutes	
(e)	Actual date of receipt of consignment by the Institutes	
(f)	Scheduled date for completion of installation/commissioning	
(g)	Actual date of completion of installation/commissioning	
(h)	Penalty for late delivery (at Institutes level) Rs.	
(i)	Penalty for late installation (at Institutes level) Rs.	

**02** Details of accessories/items not yet supplied and recoveries to be made on that account:

Sr. No.	Description	Amount to be recovered

**03** The acceptance test has been done to our entire satisfaction. The supplier has fulfilled his contractual obligations satisfactorily

**OR**

The supplier has **failed to fulfil** his contractual obligations with regard to the following:

Sr. No.	Failure	Amount to be recovered
(a)		
(b)		
(c)		

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at para03.

**For Supplier**

Signature .....

Name .....

Designation .....

Name of the firm .....

Date .....

**For Purchaser**

Signature.....

Name .....

Designation.....

Date.....

**INDEMNITY BOND**

No. -----  
-----

Date:-----

***1) Amalgamation/Acquisition***

In the event of M/s. -----proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s.----- and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. -----/M/s.----- and proposed Buyer/Successor of the Principal Company shall indemnify itself to the Director, Malaviya National Institute of Technology Jaipur to fulfill the contractual obligations as per the terms of the MNIT, Jaipur Global Tender and quotation of M/s. -----No. ----- dated-----and Malaviya National Institute of Technology Jaipur P.O. No.-----dated ----- . The contractual obligations are supply, installation, commissioning, warranty maintenance/replacement of spares, accessories etc. as per the above mentioned Purchase Order.

***2) Joint Venture, Consortium or Association***

If the Supplier is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the MNIT, Jaipur for the fulfillment 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 MNIT, Jaipur.

***3) Patent Indemnity***

The Supplier shall, subject to MNIT, Jaipur's compliance and indemnify and hold MNIT, Jaipur and its employees and officers harmless 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 MNIT, Jaipur 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 or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in India; and (b) the sale in any country of the products produced by the Goods.

For M/s. -----  
Principal Supplier.

For M/s. -----  
Indian Agent.

**Eligibility Certificate**

This is to certify that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids / Tender No. \_\_\_\_\_ dated \_\_\_\_\_.

Authorised Signatory

Name: \_\_\_\_\_

Designation:

\_\_\_\_\_

**Non-Black listing Self Certificate**

This is to certify that M/s. \_\_\_\_\_ has not been blacklisted by any Central / State Government Department / organization in last 3 years.

Authorised Signatory

Name: \_\_\_\_\_

Designation:

\_\_\_\_\_

## SCOPE OF WORK & DETAILS OF ITEMS TENDERED

Details of EPABX System (NEC, Model SV9100) and Hardware items available at MNIT Jaipur:

Sl. No	Item Description	Quantity
1.	Large EPABX System Configuration: Extensions:512, Junctions:64, Expandable Port:984, Operator's Console:01, Compatible: ISDN and Networking	01
2.	Small EPABX System with In built 04 Port voice mail. Extensions:128, Junctions:24, Expandable Port:512, Operator's Console:01, Compatible: ISDN and Networking	02
3.	Small EPABX System configurations add-on items. Description: Line extension Card for 16 ports	16
4.	Large EPABX System Configuration add-on items. Description: IP Gateway Card for 48 channels	03
5.	Main Distribution Frame (MDF) Description: 1000 Pairs along with IPM	02

### **Scope of Work:**

- i. Institute is having above EPABX Systems installed at two locations in the Campus and both the systems are interlinked each other. The Successful bidder has to take care of the service of both the systems and interlink between them.
- ii. To assess the quantum of work, bidder may visit site on any working day between 10 am to 5 pm.
- iii. The successful bidder has to provide maintenance service on all weekdays to keep all the system in working order for 24 hours & 7 days a week. The service will consist of corrective and preventive maintenance and shall include the necessary repair, replacement of defective components, Cards and Labour work etc.
- iv. Unscheduled, on-demand corrective / remedial maintenance shall include part replacement wherever necessary and applicable. Replaced parts (with same OEM) shall be equal or better quality and specifications and to the institute satisfaction.
- v. Breakdown maintenance call has to be attended on the days of its reporting.
- vi. The successful bidder has to depute its technician who will be available on

call for all working days to attend the fault and he may be called on holidays if required, mobile phone and telephone nos. of technician to be intimated by the firm for reporting the faults.

- vii. The successful bidder shall ensure safe, efficient and reliable maintenance of the EPABX system.
- viii. The successful bidder shall check and service the cards installed in EPABX system.
- ix. The successful bidder shall check and update the software installed in the system as and when required.
- x. Attending to service calls for trouble shooting and maintenance by Engineer/ Technician to inspect performance of the EPABX systems and to take action accordingly.
- xi. AMC of EPABX will be comprehensive and all parts including cards will be covered in the scope of AMC.
- xii. Carrying out repairs of equipment / part at site/ your workshop when found necessary, the same shall be made after getting written permission from the institute.
- xiii. The successful bidder shall arrange all repairs and spares necessary to run the system smoothly. The cost of arranging all repairs, spares, transporting and Labour charges shall be an integral part of the lump sum fee and no extra payment whatsoever shall be made by the institute on this account.
- xiv. The successful bidder shall be wholly responsible for breakdown or any mischief done by their staff and any loss of institute shall be recovered from the immediate bill of the contractor, balance if any from securities or otherwise to be paid by contractor.
- xv. The successful bidder shall abide by the rules and regulations of the security and safety as laid down and reevaluate in institute from time to time.



## SPECIFIC CONDITIONS

### 1. *Time Limits prescribed*

<u>Sl. No</u>	<u>Activity</u>	<u>Time Limit</u>
1.1.	<i>Comprehensive AMC period</i>	<i>One Year</i>
1.2.	<i>Submission of agreement</i>	<i>15 days from the date of issuance of Letter of Intent</i>
1.3.	<i>Payment Cycle</i>	<i>In every three months</i>
1.4.	<i>Time for making payments by Tender Inviting Authority</i>	<i>The payment will be made on successful completion of work on quarterly basis. The firm shall submit pre-receipted bill in the duplicate to this office after completion of the quarter. All type of taxes as applicable shall be deducted from the bill of the contractor as per rules amended from time to time and shall be paid within 14 days from the date of submission of proper documents</i>
1.5	<i>Uptime in a year</i>	<i>The vendor shall ensure the uptime of at least 99%, failing which will attract a penalty. This is enforced at the discretion of the MNIT and shall be equivalent to the maintenance amount for the number of days for which the unit remained not repaired or an amount as decided by MNIT depending on the inconvenience caused.</i>
1.6	<i>Maximum time for repair</i>	<i>Maximum time to attend any within 6 Repair call working hours</i>

### 2. **Pre-qualification of Tenderers:**

- 2.1 Tenderer shall either be an Original Equipment Manufacturer (OEM) or its authorized dealer or a partnership firm or company or a society or consortium and shall have a well established direct office in JAIPUR. The details of office address have to be submitted along with this bid.
- 2.2 The tenderer should be in the business of the supply and installation or maintenance of same/ similar items for the last 3 calendar years. Documents providing the same have to be furnished along with the bid.
- 2.3 The tenderer who have an average annual turnover of 5 lakhs for the last financial year. The tenderer shall submit proof of the same (attested copy of audited accounts and balance sheet.)
- 2.4 Tenderers who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted / debarred by any State Government or Central Government department / Organization should not

participate in the tender during the period of blacklisting. (Affidavit should be submitted along with the bid)

2.5 Firm/company who has withdrawn after participating in any of the previous tenders of JAIPUR is not eligible to participate in this tender.

2.6 Notwithstanding anything contained in any other clause in this tender document, or anything contained in any previous tender contract, agreement or any other legal document, firms / dealers / suppliers / manufacturers who had entered into a contract for supply of any particular equipment with MNIT during the year 2009-2016 shall not be eligible to participate in this tender in respect of the same / similar equipment if the said firms / dealers / suppliers / manufacturers had failed to execute at least 50% in any of the supply orders placed to them.

2.7 Limitations of Liability

1. Any services or circumstances posing as a safety or health hazard are not covered under the agreement.

2. Damages due to fire, thefts, riots and accidents, if any, are generally excluded from this agreement. However, claims for such exceptions must be properly justified and submitted to MNIT for scrutiny and decision.

3. If the ownership of the infrastructural facility listed for FM changes from the MNIT, the obligation of the Vendor towards maintenance shall cease. Such infrastructural facility shall be removed on pro-rata basis with due intimation to HoD / HoS / Coordinator, CWN&T and the vendor.

### **3. Limitations of Liability:**

3.1 Any services or circumstances posing as a safety or health hazard are not covered under the agreement.

3.2 Damages due to fire, thefts, riots and accidents, if any, are generally excluded from this agreement. However, claims for such exceptions must be properly justified and submitted to MNIT, Jaipur for scrutiny and decision.

Deputy Registrar (S&P)