

Malaviya National Institute of Technology Jaipur

Jawahar Lal Nehru Marg, JAIPUR-302017 (Rajasthan)

Ministry of Education

(Government of India)



Open Tender Enquiry

For

**Annual Rate Contract of Mechanized or Manual Cleaning and Maintenance of
Sewer Lines/Manholes in MNIT Campus Jaipur**

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

No. F8(44)/MNIT/E/2022-23

Phone : 0141-2713312,2713352

NOTICE INVITING QUOTATIONS

Registrar, MNIT, JLN Marg, Jaipur invites sealed tenders for the **Annual Rate Contract of Mechanized or Manual Cleaning and Maintenance of Sewer Lines/Manholes in MNIT Campus Jaipur.** in **Single Bid System (Technical & Financial bids in the same envelope)** as per schedule given below:

Schedule	
Event	Date & Time
Download of Tender	21.09.2022
Pre-Bid Meeting Date & Time	30.09.2022 by 2.00 PM
Bid Submission Last Date& Time	14.10.2022 by 2.00 PM
Bid Opening Date & Time	14.10.2022 at 3.00 PM
Earnest Money	(Rs13,240.00) EMD in the form of Demand Draft in the name of The Registrar, MNIT payable at Jaipur or NEFT/RTGS in the bank account details as under:- Bank Name: ICICI Bank Ltd., Bank Branch: MNIT Jaipur Account Holder: Registrar MNIT Jaipur, J.L.N. Marg, Jaipur Bank Account No: 676805000011 Bank IFSC Code: ICIC0006768
PerformanceBank Guarantee	3% of the contract value valid till warranty period plus 60 days.
No.of Covers	01
BidValidity days	120days
EmailAddress(forTechnicalClarifications)	storepurchase@mnit.ac.in

Quotation must be enclosed in a properly sealed envelope addressed to Office of **Executive engineer, Estate Section, Malaviya National Institute of Technology, Jawahar Lal Nehru Marg, Jaipur -302017** (E-mail address storepurchase@mnit.ac.in) by designation and not by name. The quotations must be superscribed "Quotations for the supply of **Annual Rate Contract of Mechanized or Manual Cleaning and Maintenance of Sewer Lines/Manholes in MNIT Campus Jaipur**" as called for in Tender Notice No. ----- dated _____ due on----- at -----AM/PM. The Quotation must reach on or before the due date and time mentioned in the 'Schedule'. The documents must be dropped in the tender box available in Central Store during office hours (9.30am to 6.00pm) on all working days. Bids delivered to any other place or any individual shall not be considered as valid document. Quotations sent by e-mail will also not be considered valid. The complete Tender document can be viewed and downloaded only from the website (www.mnit.ac.in) and CPPP site <https://eprocure.gov.in/epublish/app> during the tender period.

(Following document is to be provided)				
Sl. No.	Type	Content	Supporting Page Number of bid	
1.	Technical Bid	Index /Table of Content		
2.		Proof of Earnest money Deposit as mentioned in the ' Schedule '. In case of exemption from submission of Earnest Money Deposit, proof of registration with NSIC/MSME.		
3.		Copy of GST Certificate and PAN.		
5.		Compliance Sheet(Annexure-I)		
6.		Non Blacklisting of Supplier and Price reasonability declaration as per Annexure-II		
7.		Required past Experience as per Annexure- III (kindly refer clause No. 4.7.5)		
8.		Minimum average annual turnover of the bidder (kindly refer clause No. 4.7.6)		
10		Certificate - Bidder Not from Country sharing Land border with India& Registration of Bidder with Competent Authority (Annexure-V)		
Sl. No.	Type	Content		
1.	Financial Bid	Price bid in specified format only.(Annexure- VI) <i>Note:</i> 1.Price is to be quoted in Indian Rupees only. 2.-Comparison of prices will be done ONLY on the bids submitted for the Main Equipment/work/service and anything asked as 'Optional' in the specifications is not to be included for overall comparison)		

Note: Price are to be quoted in Financial bid only placed in separate sealed envelope. If price are quoted anywhere in technical bid documents, the bid will summarily be rejected.

2. INVITATION FOR TENDER OFFER FOR PROCUREMENT OF “ANNUAL RATE CONTRACT OF MECHANIZED OR MANUAL CLEANING AND MAINTENANCE OF SEWER LINES/MANHOLES IN MNIT CAMPUS JAIPUR”

Malaviya National Institute of Technology, Jaipur (MNIT) invites bids (Technical bids and Commercial bid) from eligible and experienced Contractor/OEM(Original Equipment Manufacturer) or Contractor/ OEM Authorized Dealer for procurement/work of “Annual Rate Contract of Mechanized or Manual Cleaning and Maintenance of Sewer Lines/Manholes in MNIT Campus Jaipur”.

2.1. SCOPE OF WORK:

S. No.	Technical Specifications required		
Name of work : Annual rate contract of Mechanised or Manual Cleaning and Maintenance of the Sewer lines/ Manholes in MNIT Campus, Jaipur			
S.No.	Description	Unit	Qty.
1	Mechanised or manual cleaning of sewer lines, manholes and any other lines which includes the following scope of work and as directed by engineer-in-charge:	Per Month	12 Months
1.1	Mechanised or Manual cleaning of sewer lines and manholes with two operators to operate the machines or work manually with a supervisor as and when required. Details of all machines that will be use in the contract are give with G-Schedule. Description of work with machine and Equipments are given below.		
1.2	Electrical driven machine for cleaning sewer lines from 6” diameter to 12” diameter.		
1.3	Retriever equipment i.e a glass Fibre rod with PU coating and wire brush etc		
1.4	Steel Rods for cleaning of deep lines of dia 10” and above.		
1.5	To remove silt from manholes upto 20ft. depth		

1.6	CC & NM for closet cleaning and 4” dia to 6” dia lines.		
1.7	Submersible Sewage pump for emptying/ transferring slurry/ waste water.		
1.8	cleaning of any other lines with above machine or manually		

4. **GENERAL TERMS & CONDITIONS**

4.1. Due date: The tender has to be submitted on or before the due date. The offers received after the due date and time will not be considered.

4.2. Earnest Money Deposit (EMD): The Bidder should submit EMD as per “**Schedule**”. The Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful Bidders after the award of contract. **The bidders are required to submit their bank details/cross cancelled cheque in this regard.** In case of successful bidder, it will be refunded after receipt of Performance Bank Guarantee. **NSIC/MSME registered bidders must submit copy of valid NSIC / MSME Registration Certificate for exemption of EMD.**

4.3. Opening of the tender: The bid will be opened by a committee duly constituted for this purpose. The bids (complete in all respect) received will be opened in presence of bidder’s representative if available. Only one representative will be allowed to participate in the tender opening. The technical bid will be opened first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which technically meet all equipments as per the specification, and will be opened subsequently to determine the lowest quoted bid and purchase order will be awarded to firm (L₁) quoting lowest price.

4.4. Purchase preference to Micro and Small Enterprises (MSEs):

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for product/services, the bidder must be the manufacturer/Service provider of the offered product/service. Relevant documentary evidence in this regard shall be submitted along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

4.5. Acceptance/ Rejection of bids: The Institute reserves the right to reject any bid not fulfilling the eligibility criteria. Submission of incomplete bid/incomplete bid format would lead to rejection of bids. All documents required to be submitted should be the part of the bid. If any document is not submitted, the bid will be treated as incomplete and this would lead to rejection. No communication in this regard will be entertained. Non-compliance of

tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder's specification and supporting documents etc. may lead to rejection of the bid.

4.6. Pre Qualification Criteria:

- 4.6.1. In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 4.6.2. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- 4.6.3. **The contractor having experience minimum 3yrs.of cleaning of sewer line/Manholes in any reputed Govt. organizations/Institutions/Govt. deptts** Copies of contracts / purchase orders and documentary evidence of successful execution / completion in support of Past Experience of Similar product along with names, address and contact details of clients shall be submitted in the format (**Annexure III**) with the bid for verification by the Buyer.
- 4.6.4. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be Rs. 5,80,000.00. **Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be submitted with the bid.** In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria.

4.7. Performance Security: The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any commercial bank in the prescribed format (**Annexure IV**) for an amount which is stated at the "Schedule" of the tender document within 10days from the date of receipt of the purchase order/LC and should be kept valid for a period of 60days beyond the date of completion of warranty period.

4.8. Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 1) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 2) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause there of. Unless other wise 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.

4.9. Risk Purchase Clause: In event of failure of supply/work of the item/equipment/service within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment/service from the other source on the total risk of the supplier under risk purchase clause.

4.10. Prices: The price should be quoted in prescribed format (**Annexure IX**) only. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However, the percentage of taxes & duties shall be clearly indicated. The price should be quoted without custom duty and excise duty.

4.11. Resolution of Disputes: The dispute resolution mechanism would be as follows:

4.11.1. 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, MNIT Jaipur and if he is unable or unwilling to act, the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

4.11.2. 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 (i) 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.

4.11.3. The venue of the arbitration shall be the place from where the order is issued.

4.12. Place of Jurisdiction: The place of jurisdiction would be Jaipur (Rajasthan).

4.13. Transfer and Subletting: The supplier shall not sublet, transfer, assignor otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

4.14. Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

4.15. Governing Language

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

4.16. Applicable Law

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.

4.17. Notices

4.17.1. 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 or e-mail and confirmed in writing to the other party's address.

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

4.18. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroy, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However,

GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.

4.19. Payment:

- 1) For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at MNIT Jaipur in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in bid document.
- 2) GST Deduction at source as per Order/ notification of the Govt.
- 3) GST No of MNIT Jaipur is **08AAAJM0351L1Z6**
- 4) HSN/SAC No of the items must be clearly mentioned in the quotation along with GST No.

4.20. Manuals and Drawings:

- 4.20.1. Before the good/services and work/equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- 4.20.2. The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.
- 4.20.3. Unless and otherwise agreed, the supply of goods shall not be considered to be completed for the purpose soft a king over until such manuals and drawing have been supplied to the Purchaser

4.21. After Sale Service certificate:

The bidder must mention the details of 'After Sale Services' in the format (**Annexure-IV**). **Without After sale service certificate in the prescribed format, bid will not be considered technically responsive.**

4.22. Site Preparation: The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide completed details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter. The supplier may visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre- installation requirements.

4.23. Defective Equipment: If any of the equipment supplied by the Supplier is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Supplier with 18% interest if such payments for such equipment have already been made. All damaged or run approved goods shall be returned at suppliers cost and risk and the incident expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/ or during warranty period, shall be replaced within 7 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, MNIT Jaipur may consider "Banning" the supplier.

4.24. Termination for Default: 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:

- If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or with in any extension thereof granted by the Purchaser; or
- If the Supplier fails to perform any other obligation(s) under the Contract.
- If the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- For the purpose of this Clause:
 1. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 2. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidder (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Borrower of the benefits of free and open competition;”
- In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those un delivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

4.25. Training of Personnel (if applicable): The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment if applicable.

4.26. Compliance certificate: This certificate must be provided indicating conformity to the technical specifications. (**Annexure-I**)

4.27. Genuine Pricing: Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold.

4.28. Comparison of Bids: Comparison of prices will be done only on the bids submitted for the main equipment and anything asked as optional in the specifications is not to be included for overall comparison. To evaluate a Price Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology will be used. The price bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

- 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 installation, commissioning, training charges, inland transportation, insurance, packing and forwarding charges and other local services required for delivering the goods at the desired destination as specified in the price schedule form.

4.29. Award of Contract

MNIT Jaipur shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial bid based on the criteria mentioned above. However, MNIT Jaipur reserves the right and has sole discretion to reject the lowest evaluated bid.

In case more than one bidder happens to quote the same lowest price, MNIT Jaipur reserves the right to decide the criteria and further process for awarding the contract. Decision of MNIT Jaipur shall be final for awarding the contract.

- 4.30. Restriction on procurement from bidder of country sharing land border with India:** As per Ministry of Finance, Deptt. of Expenditure, Public Procurement Division Order (Public Procurement No.1) issued from file No.6/18/2019-PPD dated 23rd July, 2020 regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, a certificate (**Annexure VII**) shall be submitted by bidders in the tender documents regarding their compliance with the said order. If the certificate submitted by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
- 4.31. Exemption to Startups:** If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 4.32. Exemption to MSME:** If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 4.33.** Bidder must enclose the duly signed and stamped tender document.

SPECIAL TERMS AND CONDITIONS

Terms and Conditions of contract

1. The tenderer shall have to clearly mention in bold letters the name of the work on the top of the sealed envelope containing tender document. The tender should preferably be submitted in the printed envelope of the tenderer otherwise he shall have to print his rubber seal stamp on the envelope. The tender document shall be submitted by the tenderer along with his printed covering letter of the firm.
2. **This invitation for tender is open for contracts having experience of 3yrs. for successful maintenance of sewage system including blockage removal, mechanized clean pumping, transportation and; disposal of sewage and restoration of sewer lines and; manholes.**
3. The contractor must have satisfactorily completed works as described above during last three years till last date of receipt of tender in which single work not less than 50 %, Two works each of them not less than 40%, three works each of them not less than 30% of tendered value of this NIT. In support of which experience certificate clearly indicating the nature of work, period of completion and contract value shall be submitted. Self attested photo copies shall be submitted in support of experience issued from employer.

- Works to be proposed as experience by the contractor must have been done for some government department such as CPWD, PWD, MES, PSUS other Government and semi Government organizations.
 - The experience certificates to be proposed for qualifying criteria shall be issued from an authority not less than Executive Engineer.
 - Separate Experience certificates for different nature of work may also be submitted.
 - **The contractor must be registered in valid category with CPWD,PWD,MES,PSUs other Govt. and semi Govt.**
 - The contractor shall be a Permanent Account Number holder.
 - The contractor shall have GST number.
 - The contractor shall have special machines in possession of him as stipulated in bid document.
4. Earnest money Rs. 13,240/- in the form of D.D. in favour of Registrar, MNIT, Jaipur should be enclosed with tender submitted to the institute. Tenders submitted without earnest money shall not be entertained.
 5. Online tenders shall have to be submitted up to 2.00 PM on 20.11.2019. Tenders received after the above date and time shall not be entertained.
 6. Online tenders shall be opened in the office of Executive Engineer at 3.30 PM on 22.11.2019 in the presence of the contractors or their authorized representatives, those who remain present at that time Conditional tenders shall not be considered.
 7. The tenderers are advised to first inspect the site of work and fully understand very carefully about the conditions of site so as to give superior quality work to institute before submitting tender & include all lead lift etc. for the materials / labour in his tender as given in the Schedule 'G. The work shall have to be carried out in accordance with the C.P.W.D. detailed specifications & measurements laid down thereon to the entire satisfaction of Engineer In-Charge of the work.
 8. The work shall have to be started within seven days from the date of issue of work order. In case, if the work is not started within above period, the earnest money shall be forfeited.
 9. If the pro-rata progress of the work is not found satisfactory, the work shall be got done from another agency / contractor at the risk & cost of the contractor.
 10. The work shall have to be completed within the period as specified in the NIT.
 11. The sample of the materials to be used by the contractor shall be deposited in advance with Engineer In-Charge & be got approved by him before use.
 12. The Contractor shall adopt all safety measures, which are essential for the execution of the work. The Institute shall not be responsible for any mis-happening if occurred while executing the work; this may please be noted very carefully. The contractor is advised to have the insurance of his staff / workers against any mis-happening while attending the work at his own level.
 13. The contractor or his authorized person shall submit weekly progress report of the work executed by him to the Engineer In-Charge of the work.
 14. The MNIT reserves all rights to club or divide works and / or accept or reject any or all the tenders without assigning any reason.
 15. The quantities of the items mentioned in the G- Schedule can be increased or decreased depending on the prevailing site conditions.

16. If the contractor fails to complete the work in the specified period, the compensation for the delay in the work shall be recovered as follows on pro-rata basis at each stage of the work expected to be completed keeping in view the time allowed to complete the work i.e., half work should be completed in half time likewise :
- (1) Delay up to one week 1%
 - (2) Delay exceeding one week and up to two weeks 2%
 - (3) Delay exceeding two weeks and up to one month 5%
 - (4) Delay exceeding one month 5% for every delay of 15 days But the penalty must not exceed to 10% of tendered value of the work (CPWD clause -2)
17. In Case the contractor is unable to complete the work due to unavoidable circumstances / justified reasons, he should apply to the Director well in time for extension of time with the request to waive the liquidated damage/ penalty charges which is at the discretion of the Director, MNIT, Jaipur.
18. The Firm should submit a bank guarantee of rupees equal to 5% of tendered amount. Security deposit @ 5 % of tendered amount on pro rata basis at different stages on making payment through bills shall be deducted & will be released after 6 months from the date of actual completion of the total work allocated, only if the work is found satisfactory. The performance security will be released after the completion of work as per the completion as recorded by Engineer-in –charge. If any deficiency is found within the above period the same shall be made good by the contractor to the satisfaction of the Institute.
19. The Water & Electricity consumption charges for the work will be recovered @ 1% of the billed amount from the contractor's bill, if it is supplied by the institute.
20. All taxes which are applicable will be bear by the contractor.
21. Security deposit of the work shall not be refunded till the contractor produces a clearance certificate from Labour officer.

Registrar
MNIT Jaipur

COMPLIANCE SHEET

S. No.	Technical Specifications required		
	Name of work : Annual rate contract of Mechanised or Manual Cleaning and Maintenance of the Sewer lines/ MNIT Campus, Jaipur		
S.No	Description	Unit	Qty.
1	Mechanised or manual cleaning of sewer lines, manholes and any other lines which includes the following sope of work and as directed bly engineer-in-charge:		
1.1	Mechanised or Manual cleaning of sewer lines and manholes with two operators to operate the machines or work manually with a supervisor as and when required. Details of all machines that will be use in the contract are give with G-Schedule. Description of work with machine and Equipments are given below.		
1.2	Electrical driven machine for cleaning sewer lines from 6” diameter to 12” diameter.		
1.3	Retriever equipment i.e a glass Fibre rod with PU coating and wire brush etc		
1.4	Steel Rods for cleaning of deep lines of dia 10” and above.		
1.5	To remove silt from manholes upto 20ft. depth	Per Month	12 Months
1.6	CC & NM for closet cleaning and 4” dia to 6” dia lines.		
1.7	Submersible Sewage pump for emptying/ transferring slurry/ waste water.		
1.8	cleaning of any other lines with above machine or manually		

<<OrganizationLetterHead>>

ANNEXURE-II

DECLARATION SHEET

We,

_____ hereby certify that all the information and data furnished by your organization with regard to these tender specifications are true and complete to the best of our knowledge. I have gone through the specifications, conditions and stipulations in details and agree to comply with the requirement and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certify that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology/product updates and extend support for the warranty.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/Govt. Department/Public Sector Undertaking in the last three years.

The prices quoted in the financial bids are subsidized due to academic discount given to MNIT Jaipur and the rates quoted are not more than those quoted to any other Institution in India or abroad during the last one year.

Signature of Bidder

Name: _____

Designation: _____

Organization Name:

Contact No.: _____

Past Experience details

List of Organizations for whom the bidder has undertaken such work during last three years (must be supported with Purchase orders)			
Name of the organization	Name of Contact Person	Contact No.	Copy of Purchase Orders (Page no.)

Note: Without submission of relevant Purchase orders, experience will not be considered.

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

ContactNo.: _____

ANNEXUREIV

PERFORMANCE BANK GUARANTEE

(To be executed on Stamp Paper of Rs. 100/- or such higher value as per the Stamp Act of the State in which the Guarantee is issued. Stamp Paper should be in the name of the Bank Issuing the Guarantee.)

BANK GUARANTEE NO. :

DATED :

Dear Sirs,

1. THIS DEED OF GUARANTEE made on this day of..... between **MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR** (hereinafter called the "MNIT" which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the one part and the (hereinafter called the "**Bank**" which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the other part.
2. AND WHEREAS as per clause..... Of the purchase order in question the supplier shall furnish a Performance Bank Guarantee of 03% of P.O. Value i.e. Rs. (in words) only) valid for the period of two months beyond warranty period as and by way of security for satisfactory working of the AND WHEREAS at the request of the supplier, the Bank executes these presents.
- 3.0 THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:
 - 3.1 The Bank hereby guarantees to the MNIT, Jaipur that the equipment / service contracted are capable of performing the work as demanded by the MNIT, Jaipur. In the event of equipment / service failing to perform to the satisfaction of the MNIT, Jaipur, which shall be final and conclusive of the factum of non-performance, the Bank shall indemnify and keep the indemnified to the extent of of P.O. Value i.e. Rs. (Rupees) valid for the period of two months beyond the warranty period against any loss or damage that may be caused to or suffered by the MNIT, Jaipur consequent to non-performance of the contracted equipment / services to be supplied by the supplier.
 - 3.2 In consideration of the aforesaid premise and at the request of the supplier, we the Bank hereby irrevocably and unconditionally guarantee that the supplier shall perform in an orderly manner their contractual obligations in accordance with the terms and conditions set forth in the Purchase order dated and in the event of the supplier's failure to do so, the Bank unconditionally pay to the MNIT, Jaipur on demand, any amount up to the value mentioned in Clause 3.1 above without any reference to the supplier and without questioning the claim.
 - 3.3 The guarantee herein shall remain in full force for a period of two months beyond the warranty period from the date of certification by the MNIT, Jaipur of successful installation and commissioning of the equipment/ service contracted. Date of start of warranty period will be notified by MNIT, Jaipur to the Bank.
 - 3.4 The decision of the MNIT, Jaipur regarding the liability of the Bank under the guarantee and the amount payable there under shall be final and conclusive and binding on us without question. The Bank shall pay forthwith the amount demanded by the MNIT, Jaipur notwithstanding any dispute, if any, between the MNIT, Jaipur and the supplier.

- 3.5 The Bank further agrees that the guarantee herein shall remain in full force during the pendency of aforesaid period mentioned in Clause 3.3 above and also any extension of the guarantee which has been provided by the Bank for this purpose beyond the aforesaid period provided, further, that if any claim accrues or against the Bank by virtue of this guarantee, should be lodged with us within a period of 60 days from the date of expiry of the guarantee period.
- 3.6 This Guarantee shall not be affected by any change in constitution of the supplier, MNIT, Jaipur or us not shall it be affected by any change in constitution or by any amalgamation or absorption or reconstruction thereof otherwise, but will ensure for and be available to and endorsable by the absorbing amalgamated company or concern.
- 3.7 The MNIT, Jaipur has the fullest liberty without affecting the guarantee to postpone at any time or from time any of the powers exercisable by it against the supplier, either to enforce or forbear the clause governing guarantee in the terms and conditions of the said contract and Bank shall not be released from its liabilities under the guarantee by any matter referred to or by reason of time being given to the supplier or any other forbearance, act or omission on the part of the MNIT, Jaipur or any material or things whatsoever which under the law relating to sureties shall but for the provisions hereof have the effect of so releasing the Bank from its liabilities.
- 3.8 We further agree that the MNIT, Jaipur shall have the fullest liberty without affecting in any way our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the said contract or to extend the time of delivery from time to time.
- 3.9 The Bank undertakes not to revoke this guarantee during its currency except with the previous consent in writing of the MNIT, Jaipur.
- 3.10 We further agree that in order to give full effect to the guarantee herein contained MNIT, Jaipur shall be entitled to act as if we were its principal debtors in respect of its claim against the Supplier hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above provision of this Guarantee.

Notwithstanding anything herein before, liability of the Bank under this guarantee is restricted to Rs. (Rupees only) and it will remain in force up to the period specified in Clause 3.3 unless a suit to enforce any claim under the Guarantee is filed against the Bank before the period specified in Clause 3.4. All your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

COUNTERSIGNED

Signature	:	Signature	:
Name	:	Name	:
Designation	:	Designation	:
Organization	:	Organization	:

<OnOrganizationLetterHead>

ANNEXURE-V

No. _____

Dated: _____

CERTIFICATE

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that the organization is not from such a country.

OR(whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that the organization is from _____ (*Name of Country*) and has been registered with the Competent Authority. I also certify that the organization fulfills all the requirements in this regard and is eligible to be considered.

(Copy/ evidence of valid registration by the Competent Authority is to be attached)

Signature of Bidder/Agent

Name: _____

Designation: _____

OrganizationName: _____

ContactNo.: _____

PRICE –BID FORMAT

Name of work : Annual rate contract of Mechanised or Manual Cleaning and Maintenance of the Sewer lines/ Manholes in MNIT Campus, Jaipur

S.No.	Description	Unit	Qty.	Rate	Amount
1	Mechanised or manual cleaning of sewer lines, manholes and any other lines which includes the following sope of work and as directed bly engineer-in-charge:	Per Month			
1.1	Mechanised or Manual cleaning of sewer lines and manholes with two operators to operate the machines or work manually with a supervisor as and when required. Details of all machines that will be use in the contract are give with G-Schedule. Description of work with machine and Equipments are given below.				
1.2	Electrical driven machine for cleaning sewer lines from 6” diameter to 12” diameter.				
1.3	Retriever equipment i.e a glass Fibre rod with PU coating and wire brush etc				
1.4	Steel Rods for cleaning of deep lines of dia 10” and above.				
1.5	To remove silt from manholes upto 20ft. depth				
1.6	CC & NM for closet cleaning and 4” dia to 6” dia lines.				
1.7	Submersible Sewage pump for emptying/ transferring slurry/ waste water.				
1.8	cleaning of any other lines with above machine or manually				

Executive engineer, Estate Section