JLN Marg, Jaipur 302017, Rajasthan (India)



Name of Work: Smart Laundry Services in Hostels at MNIT Campus Jaipur.

NIT No.-MNIT/NIT/DSW/HOSTEL/2023-24

BID DOCUMENT

Registrar, Malaviya National Institute of Technology, Jaipur (Raj)

JLN Marg, Jaipur 302017, Rajasthan (India)



Name of Work: Smart Laundry Services in Hostels at MNIT Campus Jaipur.

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1. PRESS NOTE NOTICE INVITING TENDER

Malaviya National Institute of Technology, Jaipur invites online Tenders for providing Smart Laundry Services in Hostels at MNIT Campus Jaipur from OEM and OEM authorized vendors. The can submit bids duly completed in two bid system **i.e. Technical Bid and Financial Bid on or before 09.09.2023** by 3:00 **PM.** Tender documents containing detailed terms and conditions can be downloaded from the http://eprocure.gov.in/eprocure/app and Institute website www.mnit.ac.in.

2 Instructions to Bidders

Instructions for Online Bid Submission

Department of Expenditure has issued the directive to publish the tender document on the Central Public Procurement Portal (URL:http://eprocure.gov.in/eprocure/app). The bidders are required to submit soft copies of their bids electronically on the CPP Portal using valid Digital Signature Certificates. Belowmentioned instructions are meant to guide the bidders for registration on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. For more information, bidders may visit the CPP Portal <u>http://eprocure.gov.in/eprocure/app.</u> Tender document canalso be downloaded from MNIT Jaipur Website (<u>www.storepurchase@mnit.ac.in</u>)

2.1 Registration Process

- a) Bidders to enroll on the e-Procurement module of the portal http://eprocure.gov.in/eprocure/app by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- c) Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
- e) Bidder then logs in to the site through the secured login by entering their user ID / password and thepassword of the DSC / eToken.

2.2 Tender Documents Search

- a) Various built in options are available in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b) There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

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- c) Once the bidders have selected the tenders they are interested in; they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- d) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

2.3 Bid Preparation

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document /Schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- e) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while sub- mitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process

2.4 Bid Submission

- a) Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder to select the payment option as "on-line" to pay the tender fee/ EMD wherever applicable andenter details of the instrument.
- d) A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the pre-scribed format andno other format is acceptable.
- e) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. Thebidders should follow this time during bid submission.
- f) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized per- sons until the time of bid opening.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bidopeners.

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- h) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of thebid with all other relevant details.
- i) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

2.5 Assistance to Bidders

- a) Any queries relating to the tender 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 tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 2337315.

2.6 General Instructions to the Bidders

- 1. The tenders will be received online through portal https://eprocure.gov.in/eprocure/app. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- 2. Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card Token in the company's name is a prerequisite for registration and participating in the bid submission activities through https: //eprocure.gov.in/eprocure/app. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://eprocure.gov.in/eprocure/app under the link `Information about DSC'. Bidders are advised to follow the instructions provided in the `Instructions to the Bidders for the e- Submission of thebids online through the Central Public Procurement Portal for e-Procurement at https://eprocure.gov.in/eprocure

Dean Student Welfare MNIT, Jaipur

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2. TENDER INFORMATION

Malaviya National Institute of Technology, Jaipur invites online Tenders for providing Smart Laundry Services in Hostels at MNIT Campus Jaipur from OEM and OEM authorized vendors. The can submit bids duly completed in two bid system **i.e. Technical Bid and Financial Bid on or before 09.09.2023** by 3:00 PM. Tender documents containing detailed terms and conditions can be downloaded from the http://eprocure.gov.in/eprocure/app and Institute website www.mnit.ac.in.

Schedule Event Date & Time Date of Issue/Publishing 18-08-2023 (16:00 Hrs) Document Download/Sale Start Date 18-08-2023 (16:00 Hrs) Document Download/Sale End Date 09.09.2023 (15:00 Hrs) Last Date and Time for Uploading of Bids 09.09.2023 (15:00 Hrs) Date & Time of Opening of Technical Bids 11.09.2023 (15.30 Hrs) Date of Opening of Financial Bids will be informed later (Rs. 500.00) Tender Fee Tender Fee 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 (Rs. 10,000.00) **Earnest Money** 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 676805000011 Bank Account No: Bank IFSC Code: ICIC0006768 No. of Covers 02 Bid Validity days 60 days

The Important information related to tender are as follows:

Smart laundry services means vendor install free-of-cost IOT-based Washing Machines at In-Campus Institute Laundry points. And machines will be operated by on site users (Institute resident students & staff members) through vendors own developed Smartphone application provided by vendor. However ironing services will be operated by vendors manpower only.

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<u>Tender Schedule</u> (To be read along with Schedules A, B, C, D, E and F) Important Conditions of the tender to be strictly adhered to by the bidders

Eligibility to participate in the tender:

- 1. The bidders should have at least **Three Years' Experience** in operating Laundry/ Washing facilities at Govt. Organizations with minimum average turnover of Rs. 16 Lakh of last three financial year.
- 2. The bidders should preferably have laundry services at different reputed organizations. The bidders should have a performance certificate from any authorized institutions to which they have provided services previously.
- 3. The bidder(s) shall declare that he/she (they), including partners if any, was (were)/is (are) not involved in any criminal proceedings as per Indian law.
- 4. Bidder should provide certification of non-blacklisting by any Institutional Agency/ Govt. Department/ Public Sector etc. undertaking in the last three years as per Annexure-I
- 5. Bidder should provide a proforma certificate for 'no relation' with MNIT Jaipur employee as per Annexure-II.
- 6. The Washing Service Bidder must be an OEM or OEM authorized vendor.
- Declaration of Local Content: Only "Class–I and Class-II local supplier will be eligible to bid. It is mandatory for bidders to quote items having local content more than 20%. Refer revised Public Procurement (Preference to Make in India), Order 2017 P-45021/2/2017-B.E-II dated 04.06.2020 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India. (Submit duly filled Annexure-III for the same)

Submission of Bid:

The bid can be submitted online in two bids systems i.e. technical and financial bid. The due date for submission of the bid is on or before 09<u>.09.2023</u>.

Authority to Sign:

All documents must be duly signed by an authorized representative(s) of the respective bidders. If an individual or a proprietor / proprietress of a firm is a signatory, he/she should sign above the printed full name and current address (to be presented in block letters). In case of a partnership firm, all the Partners of the firm or a Partner holding Power of Attorney for the firm should sign. A certified copy of the Power of Attorney document must accompany the full set of Documents. In both cases, a certified copy of the Partnership Deed and current address of all the partners of the firm must be furnished.

Compliance/acceptance:

Compliance or acceptance with reference to the Basic Technical Details (Schedule-A), Terms & Conditions for providing smart Laundry services for the Students (Schedule-B), Smart Laundry Proposal (Schedule-C), Penalty Points (Schedule-D), Scope of Work (Schedule-E) and Schedule-F (Financial Bid) must be included in the bid.

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EMD (if applicable):

The Bidder should submit an EMD in the form of demand draft/online from any of the Commercial Banks in the name of **Registrar**, **MNIT Jaipur**. The Technical 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. Refer to Schedule (at page 2 of this document) for its actual place of submission. **NSIC / MSE (Micro and small enterprises) registered bidders must submit copy of valid NSIC / MSE Registration Certificate for exemption of EMD.**

Refund of EMD:

The EMD will be returned to unsuccessful tenderers only after the Tenders are finalized. In case of successful Tenderer, it will be retained till the successful and complete installation of the equipment.

Opening of the bids:

The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received will be opened as mentioned at "Annexure: Schedule" 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 online 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 meets all requirements as per the specification, and will be opened subsequently for further evaluation. 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

Quote Price:

The prices of each and every item mentioned in the Schedule-F, should be mentioned by the bidders in Financial bid format (BOQ format) only. Rates shall be fixed and remain valid for a period of one year.

Alternative Proposals:

Each bidder shall submit offers that strictly comply with the requirements of the Tender Document. Any alternatives or modifications shall render the corresponding bid invalid; offers with conditional rebate will also be held invalid.

Validity of Offer:

Each bidder shall agree to keep the bid open for sixty (60) days from the due date of submission thereof and not make any modifications in the terms and conditions.

Acceptance and Rejection:

The Tender Committee reserves the right to shortlist/reject any or all bids and accept the whole or any part of a bid without assigning any reason.

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Final Selection:

Final selection shall be based on the submitted bid documents and inspection reports and the lowest rates Quoted by the Firms. The Tender Committee reserves the right to negotiate the price(s) quoted by the bidder(s); services can be stripped off or awarded partly to a selected bidder by the Tender Committee on the basis of evaluation.

Disputes and Jurisdiction:

Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in a court of competent jurisdiction located within Jaipur or through a mutually agreed arbitrator.

Indemnity clause:

The vendor shall indemnify MNIT Jaipur of any legal issues that may arise out of the activities of the vendor and/or its employees whether within the premises or outside, of the campus.

Dean (Student Welfare), MNIT, Jaipur

Acknowledgement:

It is hereby acknowledged that we have gone through all the Schedules as well as the conditions mentioned above and we agree to strictly adhere to them.

Date: Place:

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SI. No.	Description	Information
A	Name of the Bidder	
	Complete Address	
	Phone No.	E-mail ID Website
1 B	Contact Person / Representative of firm: Name Designation	
	Phone:	Mobile Phone:
2 A	License No:	Registration No:
	PAN (Attach document):	GST (Attach document):
	ESI:	EPF :
	(Enclose copies of the above)	
2 B*	Proof for payment of income tax and GST tax	
	(last one year) (copy of income tax and GST	
	payments to be enclosed).	
3*	Turnover per annum Rs. (Average turnover Rs. 16 lakh of last 3 year) Attach the relevant certificate issued by CA.	
4*	Any Government Organizations related Smart	
	Laundry services are operated elsewhere	
	(Enclosed list of laundry services handled up to	
	2022, and ongoing business separately with all	
	the relevant documents) (List to be included with	
	name and the duration, type of service provided	
	etc.) Attach a separate page if required.	
5*		
5	Completion certificates of completed works. (copy to be enclosed)	
6	Does your firm have any Mobile App for	
	Smart Laundry (IoT Based / Android	
	Based) If yes give details.	
7	Is the vendor going to give a presentation onSmart	
	Laundry detailed work flow process	
	(yes/no).	

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8	Customer Care Service – Timing and TollFree Number
9	Minimum time required for addressing the Maintenance issues.
10	Will the Vendor employ any maintenance personnel at the worksite? If yes, provide details
11	No. of Staff: Working in firm
12	Litigations, if any, connected with thefacility Yes/ No (if yes, details to be furnished)
13	Any other information, bidder wishes to provide in support of their credentials(separate sheets may be used)
14	Criminal proceedings, if any, against the bidder Yes/ No (if yes, details to befurnished)
15	OEM Certificate

Date:

Signature with Seal

Note:

1. Authenticated certificates, testimonials and proofs of experience to be produced insupport of SI. Nos. 2, 3, 4.

2. For items marked by * has to be compulsorily supported by a document

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Schedule-'B' Terms & Conditions for laundry

- Selected vendor(s) shall sign a contract will MNIT Jaipur, hence forth referred as CONTRACTOR.
- 1. The contract shall be valid initially for a period of one year. The contract could also be renewed further year on year basis upon satisfactory performance each time on mutually agreed terms & conditions, depending upon satisfactory services of the contractor.
- **2.** The Institute will provide the following.
 - (i) Water for the basic activities.
 - (ii) Space in the existing Hostels.
 - (iii) Electricity supply with meter with government electricity charges
- **3.** The Laundry which holds the license for the operation of the facility, shall fulfill the following responsibilities regarding cleanliness and sanitation:
 - a) Compliance to the hygiene/washing standards will be checked periodically by the Student Welfare Office. Non compliance to hygiene standards will be sufficient reason to terminate the contract.
 - b) Cleaning and maintenance of Laundry equipment.
 - c) Keeping the premises and surroundings neat, clean and hygienic.
 - d) Applicable Labour laws and other statutory compliance(s) are to be strictly followed while assigning duties to the staff.

The laundry's service performance will be reviewed on a regular basis and regularly monitored by the official of the student welfare office and designated student representative.

- **4.** The rates stipulated at the time of awarding of the contract cannot be changed. The vendor shall not assign, sublet or part with the possession of the licensed premises and properties of the Institute therein or any part thereof under any circumstances.
- **5.** Users (students and staff) shall be responsible for procurement & usage of all the detergents/washing chemicals of the specification as per instructions manual for the washing machine.
- 6. On expiry/ termination of the license, the Service Provider must vacate the licensed premises promptly. All fixtures, furniture, etc. which are properties of MNIT Jaipur should be handed over to the Institute in good and tenable conditions. The cost of repair charges incurred on account of mishandling and/or willful damage (except normal wear and tear) will be deducted from the caution deposit.
- 7. Vendor shall provide Instruction Manual to educate the user (student / staff) of IOT Washing Machine for how to use Washing Machines.
- **8.** The vendor should not construct or make any structural/electrical alterations or install additional fittings inside the premises of the work place without prior approval from the Institute.
- **9.** Employment of child labour, defined as per relevant laws is strictly prohibited. The contract will be terminated with immediate effect if those laws are violated. No employee must stay in the premises of MNIT Jaipur after working hours unless permitted by the authorities of MNIT Jaipur

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- **10.** The vendor shall be responsible for the proper conduct and behavior of the employees engaged by them. Smoking, consumption/distribution of alcohol, use of pan and gutka, and drug/substance abuse by the employees is strictly prohibited.
- **11.** All expenses related to the employees engaged for running of the laundry services shall be borne by the Contractor/ Licensee. In case of any accident or mishap to any employee on site, the Institute and its functionaries shall not be held responsible/ liable in any manner whatsoever.
- **12.** The vendor shall carry out periodic cleaning of fixtures (including lights, fans, etc.). The maintenance of the tools and equipment provided by MNIT Jaipur shall be taken care of by the Service Provider and returned in the same condition as received.
- **13.** The vendor shall address all the maintenance complaints within 24 hours of receiving complaint.
- **14.** The prices of the washes and other services in by the service provider shall not be more than the agreed rates. The Service Provider shall display the approved rate list at a prominent location within the allotted premises.
- **15.** A "Suggestions Book" must be kept at the Laundry room, visible to all the students and also at identified location in the hostels, so that the students may record comments about the services. A copy of the suggestion should be given to the students after obtaining signature from the shop in- charge. Student welfare office and designated student representative, MNIT Jaipur shall have the right to check the complaint book at any time.
- **16.** The contract can be terminated by either side with a notice of one month without assigning any reason., MNIT Jaipur reserves the right to review and modify the terms and conditions, periodically. Decisions of the Director, MNIT Jaipur shall be final and binding in extending the license after the award of the contract.
- **17.** The vendor is required to install washing machines at a rate of one per 100 students must be installed in designated areas of Hostels. However, the actual number can be reviewed based on the uses of the students and the decision of institute will be final with respect to the student to machine ration.
- **18.** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

19. <u>Waivers and Amendments:</u>

- A. Waivers: It is fully understood and agreed that none of the terms and conditions of this tender shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized agents or representatives of both parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- B. Amendments: It is agreed that CONTRACTOR shall carry out work in accordance with the directives to be furnished by MNIT Jaipur which may be amended from time to time by reasonable modifications as MNIT Jaipur sees fit.

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20. CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING:

(i) CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of MNIT Jaipur.

MNIT Jaipur may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's services, labour, materials and services under this CONTRACT and may there upon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

(ii) Notice of Claims:

CONTRACTOR or MNIT Jaipur, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

21. PERFORMANCE:

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of MNIT Jaipur and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 3 days upon the receipt of written notice from MNIT Jaipur to improve their performance failing which MNIT Jaipur may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) days written notice.

22. DISCIPLINE:

CONTRACTOR shall carry out operations here under with due diligence and in a safe and workman like manner according to good practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and shall abide by and conform to all rules and regulations promulgated by MNIT Jaipur governing the operations. Should MNIT Jaipur feel that the conduct of any of CONTRACTOR or contractor's employees is detrimental to MNIT Jaipur's interest, MNIT Jaipur shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 2 working days to replace the person by competent qualified person at CONTRACTOR's cost.

23. <u>SAFETY AND LABOUR LAWS:</u>

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by MNIT Jaipur shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking or consumption of alcohol/ any other prohibited substance shall be permitted while on duty by any of contractor's personnel in MNIT Jaipur premises or during work hours.

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The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. Any casualty or damage caused to the property or person by any untoward incidents while executing the contract will be at the CONTRACTOR's risk and cost.

24. VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER

All contracts involving deployment of Contractor's manpower within MNIT jaipur premises the Contractor shall submit the following documents to MNIT Jaipur prior to start of work:

- (i) Undertaking from the Contractor that the character and antecedents of the personal proposed to be deployed by their firm at MNIT Jaipur is/are impeccable.
- (ii) Undertaking from the Contractor that their firm has scrutinized the previous working of the person(s) proposed to be deployed by them at MNIT Jaipur and there is nothing adverse as regards his/her character and antecedent.
- (iii) The Health Certificate
- (iv) Complete Covid 19 Vaccination certificate
- (v) Police verification

25. <u>SECRECY</u>:

CONTRACTOR shall during the tenure of the CONTRACT and at any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorized in writing by MNIT Jaipur, divulge or grant access to any information about the work. CONTRACTOR shall not also destroy any report, note or any other document to the operation/ work required by MNIT Jaipur. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

26. STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations.

27. INDEMNITY AGREEMENT:

(i) Indemnity by Contractor:

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified MNIT Jaipur, (other than the CONTRACTOR) and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments' and fines/penalty arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from:

- Personal injury, illness or death of:
- Any of CONTRACTOR or CONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of MNIT Jaipur); and
- Loss or damage to: any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subject to clause any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel.

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28. TERMINATION

(i) <u>Termination on expiry of the Contract</u>

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless MNIT Jaipur has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

(ii) <u>Termination on account of Force Majeure</u>

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 31 of Section B.

(iii) <u>Termination on Account of Insolvency</u>

In the event the CONTRACTOR at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then MNIT Jaipur shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

(iv) Termination for Unsatisfactory Performance

If MNIT Jaipur considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, MNIT Jaipur shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. MNIT Jaipur shall have the option to terminate this Agreement by giving 30 days' notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by MNIT Jaipur.

(v) <u>Termination for delay in Mobilization</u>

Successful bidder shall be required to mobilize specified services in the line with the Work order (WO) /Rate Contract (RC) along with crew (only manpower) for commencement of services at MNIT Jaipur site within a maximum of <u>15 (fifteen) days</u> (as specified in scope of work or elsewhere in contract) from the date of WO/RC. If the CONTRACTOR (successful bidder) fails to mobilize as above, MNIT Jaipur shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

(vi) CONSEQUENCES OF TERMINATION

In all cases of termination here in set forth, the obligation of MNIT Jaipur to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this agreement that reasonably require some action or for bearance after such termination.

MNIT Jaipur shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be Black listed for a period of two years from the date of the order for putting the Contractor on holiday is issued.

Pending completion of the enquiry process for putting the Contractor on holiday, MNIT Jaipur shall neither issue any tender enquiry to the defaulting contractor nor shall consider their offer in any ongoing tender.

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(vii) DELAY IN MOBILIZATION AND LIQUIDATED DAMAGES (LD)

- (a) CONTRACTOR shall mobilize and deploy the required services as per the Contract so as to commence the services at the specified site(s) within a maximum of 15 days from the date of RC/WO.
- (b) If the CONTRACTOR fails to mobilize and deploy the required services and / or fails to commence the operations within the period specified in sub clause (a) above, MNIT Jaipur shall have, without prejudice to any other provisions in the contract including sub clause (c) below, the right to terminate the contract.
- (c) If the contractor is unable to commence the operations within the period specified in sub clause (a) above, it may request MNIT Jaipur for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, MNIT Jaipur.

may at its discretion, extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent toRs. 10,000/-, for each week of delay or part thereof, subject to a maximum of Rs. 50,000/- per month. The parties agree that the sum specified above is not a penalty but genuine pre-estimate of the loss/damage which will be suffered by MNIT Jaipur on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay/breach.

29. SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions here to and they shall remain binding on the parties here to.

30. CHANGE IN LAW:

- (i) In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by MNIT Jaipur subject to the production of documentary proof to the satisfaction of MNIT JAIPUR to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by MNIT JAIPUR.
- (ii) The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, MNIT JAIPUR will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, MNIT JAIPUR will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side. Notwithstanding the provision contained in clause 30.(i) above, MNIT JAIPUR shall not bear any type of tax.

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31. FORCE MAJEURE:

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed here in shall mean acts of God, War, Civil Riots, Firedirectly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely MNIT JAIPUR and the CONTRACTOR.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 48 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, MNIT JAIPUR shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

32. JURISDICTION AND APPLICABLE LAW:

This Agreement including all matter connected with this Agreement, shall be governed by the law ofIndia (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts at Jaipur.

33. CONTINUANCE OF THE CONTRACT:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

34. INTERPRETATION:

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this CONTRACT.

35. ENTIRE AGREEMENT:

This Agreement supersedes all prior Agreements and commitments, whether oral or in writing between the parties concerning the subject matters thereof. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorized representative of CONTRACTOR and MNIT JAIPUR.

36. INDEPENDENT CONTRACTOR STATUS:

The CONTRACTOR shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties.

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37. LIMITATION OF LIABILITY:

Notwithstanding any other provisions, except only in cases of willful misconduct and /or criminal acts,

- a) Neither the Contractor nor the Institute (MNIT JAIPUR) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Institute and
- b) Contractor shall indemnify and keep indemnified MNIT JAIPUR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (a) above.

I/We agree to the above terms and conditions specified.

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<u>Schedule – C</u>

FEATURES OF IOT based SMART LAUNDRY

Smart laundry service should include the following Features:

Common Condition:

The Washing and Ironing services are required at 10 different locations in the Institute for its four to five thousand users.

Washing Services:

- 1. A wash cycle scheduler with variable time and needed wash type selection may be included in an Android application for students.
- 2. The App needs to support online payments and create a digital receipt after a transaction.
- 3. Sending a reminder to the student about the booking time and after the wash is finished.
- 4. The designed app should reflect available machines and their status for booking.
- 5. The designed app may have any other feature with respect to smart laundry system
- 6. The washing Charges will be on weight of cloth basis.
- 7. One Washer per 100 users will be installed.
- 8. One Dryer at each location will be installed.

Ironing Services:

- 1. On site user will have option to seek ironing services for the number of Clothes washed out of washing services.
- 2. A separate payment process may be followed for ironing services.
- 3. Charges will be on per cloth basis.

Common Condition:

1. The washing and Ironing services are required at 10 different locations in the Institute for four to five thousand users.

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Schedule – D PENALTY POINTS

Penalties for violation or rules, terms and conditions

Officials/committee of MNIT Jaipur will oversee the functioning of laundry services which consists of nominated students, staff and faculty of MNIT Jaipur and decisions taken by the said committee for issues with regard to the laundry shall be final and abiding for the Contractor.

The Contractor shall be fined for not adhering to the agreed terms as per the following rules, the fine amount(s) given below are excluding GST, however, GST as applicable shall be levied.

- 1. Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 1000/- on the Contractor.
- 2. In case of tearing/spoiling/fading of clothes or any other damage caused by the laundry services, appropriate fine shall be levied by Office Of Dean student welfare, depending on case to-case basis, not less than Rs. 500/- per clothing.
- 3. Three or more complaints within a two-week period of poor service quality, damage or loss of cloth, would invite an appropriate fine, maximum up to Rs. 1000/- on the Contractor.
- 4. Each instance of unprofessional behavior (lack of personal hygiene of staff, misbehavior by workers etc. as determined by the committee etc.) will lead to an appropriate fine, maximum up to Rs. 1,000/- on the Contractor.
- 5. Absence of Contractor or his representative empowered to take decision from Office of Dean student welfare meetings on due invitation (which will be held approximately once every month) will attract an appropriate fine, maximum up to Rs. 1,000/-.
- 6. For any rules stated in the agreement,
 - I. First violation of the rule implies fine as per the rule.
 - II. Second and subsequent violations of the same rule within 30 days of the previous fine will be50% addition to the initial amount of fine on the Contractor.
 - III. If any of the above rules are violated 5 times (taken as a total) the Contractor will be automatically disqualified, and the contract may be terminated. However, this is not the only criteria for termination. The Institute reserves the right to terminate the contract at any time, considering the frequency and seriousness of the violations.
- 7. Non-submission of the requisite documents as specified in the tender document or any additional document sought by the Institute within the stipulated time frame shall attract appropriate penalty including termination of the contract.
- 8. Any violation of the terms and conditions of the Contract will attract the penalty as imposed by the Institute which will be acceptable to the Contractor.
- 9. The Institute reserves the right to curtail or enhance the scope of the service provider.

As and when office of Dean Student welfare proposes a fine, it will be informed to the representative of the Contractor, and the fine will be imposed by the Institute on the recommendation of the office of Dean Student welfare. Vendor will deposit the fine within the 7 working day failing which liable to terminate of this contract.

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<u>Schedule – E</u>

Scope of Work and Prevailing charges for items / services (subject to-revision) at MNIT Jaipur

Scope of Work and the Working Hours:

Providing smart laundry services i.e. washing, ironing etc. at laundry points located in the Hostels or any designated place of MNIT Jaipur.

 The Laundry needs to be opened on all the days, including holidays and the Laundry timings are 24/7. The vendor should install all the required equipment for Laundry services like IoT based Washing Machines, electric irons and other requisites for the functioning of Laundry facilities on his/her own cost.

Note: - The complete work flow of the Laundry services and the communication matrix of firm are to be clearly mentioned in the separate sheet and same should be submitted along with this tender.

2. The vendor should enable digital payment facilities through android based App.

Area and Rent:

Sufficient area will be earmarked in the Hostels of the Institute for installation of laundry equipments and Electricity charges are as per the meter readings to be paid by the vendor per month for each laundry point to institute.

Caution Deposit:

A security deposit (Refundable) of Rs.30,000/- shall be paid to MNIT Jaipur within 15 days of receiving the work order.

I/We agree to the above terms and conditions specified.

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<u>Schedule – F</u>

FINANCIAL BID

Washing Services:

		А	В	с
S. No	Laundry Service	Minimum specification of Equipments installed by bidder	UNIT	Rates in Rs. (Including GST per unit)
1	Washing	Minimum 8Kg Front Loading Fully Automatic machines IoT based	aa. / =	Price bid as per BOQ format only.

Ironing Services:

S. No	Laundry Service	Minimum specification of Equipments installed by bidder	UNIT	Rates in Rs. (Including GST per unit)
1	Steam Ironing (weightage in evaluation)	Electric Iron		Price bid as per BOQ format only.

FINANCIAL BID (PRICE-BID): <u>Bidder has to quote separately for all the fields as mentioned in Price Schedule.</u> <u>Adding 0 'Zero' shall be treated as unresponsive.</u> Online submission of the bids will not be permitted on the portal after the expiry of submission time and the bidder shall not be permitted to submit the same by any other mode.

Note 1:- <u>The mandatory requirements will be finalized by the Institute periodically and will be communicated to the vendor in advance</u>.

Note 2:- Any additional features can be appended by the vendor in a separate list.

Note 3:- Users (students and staff) shall be responsible for procurement & usage of all the detergents/washing chemicals.

Note 3:- Lowest (L-1) Bidders in financial bid for each items will be awarded work.

I/We agree to the above terms and conditions specified.

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(ANNEXURE-I)

<<Organization Letter Head >> <u>DECLARATION SHEET</u>

We, _____hereby certify that all the information and data furnished by our 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 detailsand agree to comply with the requirements and intent of the specification.

This is certified that our organization has been OEM or authorized (Copy attached) by the OEM to participate inTender. We further certify that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, We or 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 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 aboard during the last one year.

Name & Address Of The Vendor/ Manufacturer / Agent	
Phone	
Fax	
E-mail	
Contact Person Name	
Mobile Number	
GST number	
PAN Number	
(In case of on-line payment of EMD) UTR No. (For EMD)	

(Signature of the Bidder) Name:

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ANNEXURE-II

<< Organization Letter Head >> <u>DECLARATION SHEET</u>

PROFORMA CERTIFICATE FOR 'NO RELATION' WITH MNIT JAIPUR EMPLOYEE

This has reference to our proposed contract for 'Providing smart laundry services at MNIT Jaipur" on Rate Contract'to be entered into with MNIT Jaipur.

- (i) I/We am/are not a relative/blood relation of any key managerial person of MNIT JAIPUR.
- (ii) We are not a firm in which any key personnel of MNIT JAIPUR or his/her relative is a partner;
- (iii) I/We am/are not a partner in a firm in which any key managerial person of MNIT JAIPUR or his/her relative is a partner.

Place:

Signature of Bidder

Seal of company

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ANNEXURE-III

DECLARATION OF LOCAL CONTENT

[For Local Content of Products, Services or Works] (To be given on Company Letter Head – For tender value below Rs.10 Crores) (To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

To,

The Registrar MNIT Jaipur

Subject: Declaration of Local Content

Tender reference No._____

- 1. Country of Origin of Goods being offered:
- 2. With reference to Order No. P- 45021/2/2017-PP(BE-II) dated 16-09-2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India, we fall under the following category of supplier (please tick the correct category) for the items for which this tender has been floated and being bided.
 - Class I local supplier has local content equal to more than 50%. Local contents added at
 - ____ (name of location).

 - Non-local supplier has local content less than or equal to 20%. Local contents added at
 ______ (name of location).
- 3. We are solely responsible for the above mentioned declaration in respect of category of supplier. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which we may be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of Bidder/ Agent

Name:	
Designation:	
Organization Name:	