



**Name of Work: AMC of BENQ Make Multimedia Projector installed
in VLTC Building, MNIT Jaipur.**

NIT No.-MNIT/NIT/E/2023-24/05

Tender BID DOCUMENT

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

**Name of work: AMC of BENQ Make Multimedia Projector installed
in VLTC Building, MNIT Jaipur.**

NIT No.-MNIT/NIT/E/2023-24/05

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Malaviya National Institute of Technology Jaipur

1. PRESS NOTENOTICE INVITING E-TENDER

The Registrar, Malaviya National Institute of Technology, Jaipur, invites sealed Item rate tenders from the reputed contractors registered in CPWD, PWD, MES and other Govt. Organizations or having experience of similar nature of work or OEM or authorized dealer of OEM under valid category for the following work:

The complete Tender document can be viewed and downloaded only from the website www.mnit.ac.in, www.eprocure.gov.in during the tender sale period. The intending bidders should submit the tender documents sale price through DD Mode.

| | | |
|----|---|--|
| 1. | Tender No. | MNIT/NIT/E/2023-24/05 |
| 2. | Name of work | AMC of BENQ Make Multimedia Projector installed in VLTC Building, MNIT Jaipur. |
| 3. | Estimated cost | |
| 4. | Earnest Money | Rs. 9,998.00 (to be deposited in the form of DD in favour of Registrar, MNIT payable at Jaipur) |
| 5. | Cost of tender Documents | Rs. 500.00 , to be deposited in the form of DD separate with EMD. (in favour of Registrar, MNIT payable at Jaipur) |
| 6. | Period for completion | 12 Months |
| 7. | Last Date & time for submission of tender | 27.09.2023 at 2:00 pm |
| 8. | Opening of tender | 28.09.2023 at 3:30 pm |
| 9. | Category and class of contractor | Electrical contractor Class E-4 or above or having experience of similar nature of work or OEM or authorized dealer of OEM. |

The contractors enlisted in CPWD, PWD, MES and other Government organization under appropriate category or having experience of similar nature of work or OEM or authorized dealer of OEM. to participate in the tender of above description may apply. The registration / enlistment of the contractors shall be valid on the last date of submission of tender. In case the last date of submission is extended, the enlistment/registration of contractor shall also be valid upto extended date of submission.

The tenderer shall submit attested copied of their registration/enlistment certificate along with tender document. The original copies of registration/enlistment certificate might be called upon by the Registrar, MNIT at any time after the opening of tender. The Registrar reserves the right to verify the documents for his full satisfaction including sending of the same to respective issuing department for verification of authenticity. Any information furnished by tenderer found incorrect will attract stringent legal action against him upto the extent to debar him from tendering in future and forfeiture of entire EMD and performance security.

Earnest money shall be deposited at the time of submission of tender documents. The earnest money shall be in the form of Demand Draft/ Banker's cheque of a scheduled bank issued in favour of Registrar, MNIT, Jaipur.

The successful tenderer shall have to submit a performance guarantee of 5% (Five percent) of the composite tendered amount in the appropriate form as given in PWD-6 attached with tender document within 15 days of issue of letter of acceptance.

The complete set of tender documents is available at MNIT's website <http://www.mnit.ac.in> and CPP Portal www.eprocure.gov.in and may be downloaded from there.

2. INFORMATION AND INSTRUCTIONS TO CONTRACTORS

The contractor submitting the tender should read the schedule of quantities, additional & special conditions, additional specification, particular specification and other terms and given in the NIT and drawings. The tenderer should also read the General Conditions of contract for CPWD Works 2014 amended upto correction slip no. **DG/CON/300** dated **09.02.2018**, which is available as Govt. of India Publications. However provisions included in the tender document shall prevail over the provisions contained in this standard form. The contractor should also visit the site of work and acquaint himself with the site and soil conditions before tendering. The following conditions which already form part of the tender conditions are specially brought to his notice for compliance while filling the tender. They are requested to comply following.

1. The main contractor shall execute the electrical works also. He shall be either an eligible contractor himself or associate with himself an eligible electrical contractor for execution of electrical works as Para 16.1.1 The contractor shall submit the name(s) of agency valid in appropriate class eligible to bid of the minor component of work before the issue of letter of acceptance.
2. After acceptance of the bid by competent authority, the Registrar, MNIT shall issue letter of award. After the work is awarded, the main contractor will have to enter into one agreement with Registrar, MNIT and has also to sign two or more copies of agreement depending upon number of Ex.En's of major & minor components. Registrar MNIT will operate complete agreement including major & minor components of work.
3. Tenders with any conditions including that of conditional rebates and use of correction fluid anywhere in the tender document shall be rejected forthwith. Such tenders shall be entered in tender opening register but these shall neither be read out nor entered in the tender opening register at the time of opening of tender.
4. The rate(s) must be quoted in decimal coinage. Amount must be calculated and rounded in full Rupees by ignoring fifty paise and considering more than fifty paise as rupees one. Rates must be quoted both in words & figures. Amounts should be worked out for all the items. Rates in words should start with word Rs. And finish with word "only" and there shall not be undue gap in the words of the rates.
5. The successful tenderer shall be required to submit a Performance Guarantee of 5% (Five percent) of the composite contract amount within a period of issue of letter of acceptance as specified in schedule 'F'. This period can be further extended by Registrar upto a maximum period of 7 days (with late fee @0.1% per day of Performance Guarantee amount) days on written request of the contractor.
6. The contractor shall have to execute guarantee bonds in respect of water supply and sanitary installation works and water proofing works as per Performa at Annexure III& IV.

7. GST/Sales tax/VAT, purchase tax, turn over tax, Excise duty, work contract tax or any other tax / CESS on materials/Labour as applicable shall be paid by the contractor himself. The contractor shall quote his rates considering all such taxes.

**Registrar,
MNIT, Jaipur**

3. NOTICE INVITING TENDER

Percentage rate composite tender consisting of Electrical services are invited from approved and eligible contractors registered in CPWD, PWD, MES and other Govt. organizations for **AMC of BENQ Make Multimedia Projector installed in VLTC Building, MNIT Jaipur.**

1. The enlistment of the contractors shall be valid on the last date of submission of tender. In case the last date of submission of tender extended, the enlistment shall be valid up to extended date of submission.
2. The work is estimated to cost: **Rs. 4,99,885.00**
This estimated cost is however merely a rough guide.
3. The Registrar, MNIT, will deal with all matters relating to the invitation of tenders.
4. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.
5. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD- 8 which is available as a Govt. of India Publication. Tenderers shall quote his rates as per various terms and conditions of the said form which will form part of the agreement. However, the provisions included in tender documents shall prevail over the corresponding provision contained in standard CPWD form no.8.
6. The time allowed for carrying out the work will be 12 (**Twelve Months**) from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
7. The site for the work is available.
8. The architectural and structural drawing shall be made available in phased manner, as per requirement of the same as per approved program of completion submitted by the contractor after award of the work.
9. Bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of contract to be complied with and other necessary documents including Standard General Conditions of Contract Form can be seen and downloaded at free of cost from website www.mnit.ac.in, www.eprocure.gov.in
10. Tenders shall be accompanied with Earnest money as mentioned in NIT @ 2% of composite estimated cost in form of Demand Draft/ Banker's cheque of a scheduled bank issued in favour of Registrar, MNIT, Jaipur, having validity for 3 months or more from the last date of receipt of tenders.
11. The tender fee/cost of tender documents as mentioned in NIT shall be deposited with tender submission in form of Demand draft/Banker's cheque of scheduled bank separately from DD/banker's cheque of EMD.
12. The registration/enlistment certificates and the earnest money shall be kept in an envelope and marked as "EMD & Registration". Sealed envelope marked with name of work, date & time of opening and shall be submitted to **Central Store, MNIT Jaipur** addressing "**The Registrar, Malaviya National Institute of Technology, JLN marg, Jaipur (Raj.)-302017**". **Upto 12:30 pm on 27.09.2023 and will be opened by him or his authorized representative in his office on 28.09.2023 at 3:30 PM.**
13. The Contractor, whose bid is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the composite tendered amount within the period specified in Schedule "F". This guarantee shall be in the form of banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank or Guarantee Bonds of any Scheduled bank in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

14. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
15. The Registrar, MNIT, Jaipur does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
16. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
17. The Registrar, MNIT, Jaipur reserves the right of accepting the whole or any part of the tender and the bidders shall be bound to perform the same at the rate quoted.
18. The contractor shall not be permitted to bid for works in the MNIT responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the MNIT or in the Ministry of Human Resources & Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of MNIT.
19. The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of eligibility bid. If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Registrar, MNIT shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
20. This notice inviting Tender shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:
 - a. The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
21. If the Registrar, MNIT will call tenders for the composite work. The cost of Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender.
22. The main contractor shall execute the minor component of work also i.e. electrical component. He should be either an eligible electrical contractor himself or he may associate eligible electrical contractor of appropriate class based on estimated cost of electrical component, before the issue of letter of acceptance. The name of agency for minor component of work shall be approved by the Registrar, MNIT.

23. It will be obligatory on the part of the main contractor to tender and sign the tender documents for all components.
24. In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Registrar. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Registrar is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
25. On the acceptance of composite tender the letter for commencement of work shall be issued by the Registrar to main contractor for entire composite work. The main contractor has to enter into agreement with contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to Registrar as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.
26. In case the main contractor fails to associate agency for execution of minor component within prescribed time or furnish incomplete details or furnish detail ineligible agency even after the tenderer is given due opportunity, the entire scope of minor component shall be withdrawn from the tender and the same shall be got executed by the Registrar at the risk & cost of main contractor.
27. All running and final bill payments for the major component shall be made by Registrar to the main contractor. Running & final bill payment for minor components shall also be made by the Registrar directly to the main contractor.
28. Tenders with any condition including that of conditional rebates in the tender document shall be rejected forthwith.
29. The contractor shall have to execute guarantee bonds in respect of water supply and sanitary installation works and water proofing works as per Performa at Annexure III & IV.
30. The main contractor will give detailed execution program of the work which will form part of this agreement with the department. He will indicate in the program, the time/stage of the work when the agencies of minor component will be deployed by him.
31. The main contractor shall be responsible for acts of commission and non-commission of the electrical contractor associated by him as per the above condition.
32. Completion certificate of composite work shall be recorded by the Registrar on the written recommendation of Engineers-in-charge of both major & minor component of work.
33. Security Deposit @5% (Five percent) of the gross amount of bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money amounts to security deposits @5% of accepted composite tendered amount of the work. Security deposit on civil & electrical part shall be deducted collectively.
34. A provision of Integrity Pact (IP) was introduced in GCC-2014. In the OM it is mentioned that at the time of submission of bid, it shall be mandatory to sign the pact by the bidder failing which the bidder will stand disqualified from the tendering process and such bid would be summarily rejected.

**Registrar,
MNIT, Jaipur.**

7. CPWD-7

Malaviya National Institute of Technology Jaipur

State - Rajasthan

Percentage Rate Tender & Contract for Works

(A). Tender for the work of : _____

- i) To be submitted **by 02.00 P.M. on 27.09.2023** to The Executive Engineer, Estate Section, Malaviya National Institute of Technology, Jaipur
- ii) To be opened in presence of tenderers who may be present at **3.30 p.m. on 28.09.2023** In the office of The Executive Engineer, Estate Section, Malaviya National Institute of Technology Jaipur

Issued to : _____ (contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue: _____

4. FORM OF PERFORMANCE SECURITY (GUARANTEE) BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement between And (hereinafter called “the said Contractor(s)”) for the work..... (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

2. We, (Hereinafter referred to as “the Bank”) hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees Only) on demand by the Government.

3. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only)

4. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

5. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineering-Charge on behalf of the Government

certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

6. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

8. We, (indicate the name of the Bank) lastly undertake not to evoke this guarantee except with the previous consent of the Government in writing.

9. This guarantee shall be valid up to.....unless extended on demand by the Government.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor..... (indicate the name of the Bank)

AFFIDAVIT

I / We have submitted a bank guarantee for the work_____ (Name of work) Agreement No. _____

Dated_____ from_____ (Name of the Bank with full address) to the Registrar MNIT, Jaipur with a view to seek exemption from payment of performance guarantee in cash. This Bank guarantee expires on_____.

I / We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my / our own initiative upto a period of_____ months after the recorded date of completion of the work or as directed by the Engineer in charge.

I / We also indemnify the Government against any losses arising out of nonencasement of the bank guarantee if any.

(Deponent)

Signature of Contractor

Note : The affidavit is to be given by the Executants before a first class Magistrate.

SCOPE OF WORK

1. The general scope of work will include:
 - a. Carry out periodic preventive maintenance (once in a month).
 - b. Diagnose the fault and rectify the defect detected in 24 hours" time.
 - c. Repair / replace the faulty parts / components / assemblies, etc. of the Projector.
 - d. Upkeep of the projectors, recording log book of the work carried out against each projector.
 - e. Supply and fitment of the projector lamp as per the specification, as and when required. Price of the consumables (lamps & filters) must be submitted separately. Price quoted for the essential consumables must be valid for the period of contract.
2. The following shall also form the part of the scope of work:
 - a. Maintenance includes the replacement of malfunctioning spares/ parts for proper functioning of all projectors listed in BID. If any part gives repeated problems, i.e. two repairs in minimum period of two-month time, then the Contractor must replace it immediately with a new original part without any additional charge.
 - b. All parts to be replaced by the Contractor must be of same make. In case it is not possible, the part must be of better or equivalent quality. In the service report, the details regarding the part number and serial number (if any) must be brought out clearly.

DESCRIPTION OF THE WORK

The maintenance services will consist of

- a. Attending to complaints raised by the Centre on daily basis.
- b. Preventive and corrective maintenance of projectors as per the AMC schedule.
- c. The maintenance Contract will include necessary repairs of the installed projectors and replacement of defective/ damaged parts, components and other accessories without any additional labour charge.
 - c1 – Proper cleaning of filters, lenses and inside of the projector is also part of the service.
 - c2 – Testing of all cable connection & power / data connectivity and resolving of all such issues.
- d. Supply of lamp of the projector will not be a part of the AMC.
- e. Rates of the lamp of the projector will be submitted by the tenderer separately as part of the financial bid. On the basis of these rates, Centre will enter into a rate Contract with the Contractor for the entire duration of the Contract.
- f. The parts/ components/ sub-assemblies used for repair/ replacement by the Contractor will be of the same / equivalent OEM or higher make and functional capability as originally available in the projector, under written intimation to the Computer Section of the Centre.
- g. The Contractor will arrange all the parts/ components/ sub-assemblies (Except for the ones mentioned at sub para d above) free of cost as part of the AMC.
- h. The Contractor is required to set the defective/ damaged/ non-functional projectors in order within 24 Hours from the time the complaint login. The complaint will be communicated by the Computer Section either through phone or mail on the telephone number/ mail address given by the Contractor.
- i. The Contractor is also obliged for the provision of stand by projectors to the uses, if repair & maintenance extend beyond 24 hours.
- j. The Contractor has to carry out monthly servicing of the equipment by trained personnel including the following:
 - (i) Rectification of defects observed during inspection.
 - (ii) Preventive maintenance of each projector.
 - (iii) Cleaning of projector.
- k. Centre reserves the right to increase or decrease quantities any time. Accordingly, the charges will be increased/ decreased on pro-rata basis.
- l. The maintenance services will be provided on all working days from 10:00 hours to 17:30 hours (Monday to Sunday). Provision of availability of service engineer on Sundays or other public holidays must be made in case of emergency.

- m. In exceptional circumstances, where the equipment/ component is to be taken to Contractor's premises/ service centre for repairs, standby arrangement will be made by the Contractor. The equipment being taken to the workshop for repair would be at Contractor's own risk and expenses.
- n. The Contractor is required to hand over all defective/ damaged components to the Computer Section after the replacement.
- o. A register shall be maintained showing the cleaning & preventive maintenance of each projector and shall be produced to the HOD (Computer) / Tech Officer (Computer) for verification, after the job.
- p. The Contractor will maintain log book of equipment under maintenance Contract with detailed specifications. Details of all minor/ major, routine/ preventive repair/ maintenance job undertaken shall be entered into the log book.
- q. Complaint / Feedback / Performance report: The Contractor will maintain all records of the complaints in a register. The format of the register is enclosed as **ANNEXURE-E1**.
- r. In the case of loss of any part in the product on account of negligence attributable to the Contractor, he/she at his own discretion will reinstate or replace the malfunctioning / non- functioning part or whole of the product with a working part or whole of the product of a matching or higher configuration. Nothing extra will be paid for such work.
- s. The Contractor shall provide maintenance services through qualified, experienced and competent engineers, **who must be made available within 2 hours of lodging a complaint through phone/ E-mail** during working hours on all the working days (**Monday to Friday**).
- t. The systems that are not serviceable by the Contractor due to obsolescence of technology or non-availability of parts/ components/ assemblies will be withdrawn from the maintenance Contract. The decision of Centre regarding non-availability and obsolescence of technology will be final. Withdrawal of such systems shall be communicated to the Contractor and proportionate maintenance charges shall be deducted from the amount due to the Contractor.
- u. The Contractor is obliged to ensure the availability of mobile phones with its engineers and duly communicate contact Nos to the Computer Section of the Centre. In case Centre observes that any particular service engineer doesn't possess the requisite expertise, the Contractor is bound to replace him/ her immediately.
- v. Centre shall in no way be involved in any dispute of whatever kind, between the Contractor and the staff engaged by him.
- w. The Contractor shall arrange to render efficient service as outlined in this specification. However, in case the Contractor fails to maintain the service to the satisfaction of the Centre and any expenditure incurred therein for alternative arrangements by the Centre shall be recovered from the Contractor.
- x. The Contractor or his representative should not remove, disturb, and dislocate the existing equipment and its parts from its positions until and unless it is authorized by the Centre. The entire equipment should be intact at any time of receipt inspection, as was handed over to him at the time of initial taking over of its maintenance and operation.

1. PENALTY CLAUSE

Delay without satisfactory justification will be calculated from the date and time of reporting the fault to the contractor. In case of delay in rectification of the fault beyond 48 hours, a penalty of ₹100/- per day per fault on Projector will be levied.

In case of delay in rectification of the fault beyond 7 days, the penalty of ₹200/- per day per fault will be levied. In such an event, MNIT may get the faults rectified by third party. In case contractor fails to pay the penalty and/or cost of the repairs (by third party) it shall be deducted from the security deposit/bill. The total penalty during the period of AMC, in each order, under this contract, shall not be more than 10% of the concerned order value. More than one half of a day shall be treated as a day.

2. DELAYS IN CONTRACTOR'S PERFORMANCE

Delay by the Contractor in the performance of its contractual obligations regarding performance of services shall render the Contractor liable to any or all of the following sanctions:

- a) Penalty/cost of repairs as per Clause 11 above.
- b) Forfeiture of its Security Deposit
- c) Termination of the contract for default. The termination of the contract for default shall be at risk and responsibility of the contractor.

All disputes and differences between the successful bidder and the Centre of any kind except quality of workmanship and materials whatever arising out of or in connection with the order on carrying out the supply (whether during the progress of the work or after their completion and whether before or after the determination, abandonment or breach of the Terms & conditions of the order) shall be referred to the sole arbitration of a person nominated by the Director General, National Council of Science Museums, whose decision in this regard will be final and binding on both the successful bidder and the Centre.

The provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and of the rules made there under for the time being in force shall apply to arbitration's proceedings under this Clause.

FORCE MAJEURE

Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after signing of the present contract. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

ANNEXURE-E1

[illegible]