

Malaviya National Institute of Technology Jaipur

Name of Work: **Design, Supply, Installation, Testing and Commissioning for Comprehensive Upgradation of Video Conferencing Infrastructure**

Tender No: F5(1318)ST/MNIT/DIS/2024

Date:26.03.2026



Malaviya National Institute of Technology Jaipur - 302017

Website: <https://www.mnit.ac.in>

Email: @mnit.ac.in

Malaviya National Institute of Technology Jaipur

1. PRESS NOTE

The Registrar, Malaviya National Institute of Technology, Jaipur, invites tender under two bid Post Qualification System (Technical and Financial Bid) from similar-field Central government Organizations (CGOs), Central Public Sector Undertakings (CPSUs) and Central Public Sector Enterprises (CPSEs) like NICS, ERNET, EDCIL, RailTel, TCIL, BSNL, etc. fulfilling the **Qualification & Provenness criteria** may participate and operation of following work:

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2. **Information for Bidders**

Information about Online Bid Submission

The 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. Below mentioned instructions are meant to guide the bidders for registration on the CPP Portal, prepare their bids in accordance with the requirements and submit their bids online on the CPP Portal. For more information, bidders may visit the CPP Portal <http://eprocure.gov.in/eprocure/app>. Tender document can also be downloaded from MNIT Jaipur Website (www.storepurchase@mnit.ac.in)

The contractor/bidder/system-integrator (SI) shall mean the organization or company, from amongst CGO/CPSU/CPSE.

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 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 register upon enrolment of 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 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 the password 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.
- 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) Bidders 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 documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidders, 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 the “My Space” area available to them to upload such documents. These documents may be directly submitted from the “Myspace” area while submitting 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. Bidders 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 and enter 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 and no 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. The bidders 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 persons until the time of bid opening.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 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 the bid with all other relevant details.
- i) Kindly add a scanned PDF of all relevant documents in a single PDF file of the 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

- a) The tenders will be received online through the portal <https://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- b) 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 the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure>
- c) All MII Provisions have to be followed as per para 5 of Section-II.

SECTION I - INVITATION FOR BIDS

1. Tenders are invited through an online bidding process on the website <https://eprocure.gov.in> from the eligible bidders. The tender document is also available on the website <https://mnit.ac.in> for download by prospective bidders free of cost. There will be no sale/distribution of a Hard Copy of the Tender Document.
2. Brief details of the Tender are as under

S. No.	Item Description	No. of Items	Estimated Value of Tender inclusive of all taxes (Rs. in crore.)	Earnest Money Deposit (Rs.)
1	Design, Supply, Installation, Testing and Commissioning for Comprehensive Upgradation of Video Conferencing Infrastructure - Five rooms: NKN-G, NKN-1, NKN-2, Malviya Sabhagar, Neeti Sabhagar	01 (Turn Key Project)	1.99	Not applicable for a CGO/ CPSU/ CPSE

3. All bids are to be submitted online on the E-Procurement portal website <https://eprocure.gov.in>. No offline bids will be accepted.
4. Before starting the bidding process, bidders are advised to carefully read 'Instructions to the Contractors/Bidders for the e-submission of the bids online through e-procurement.
5. Time Schedule of Tender:

1.	Tender No.	<u>F5(1318)ST/MNIT/DIS/2024</u>
2.	Name of work	Design, Supply, Installation, Testing and Commissioning for Comprehensive Upgradation of Video Conferencing Infrastructure
3.	Composited Estimated cost	Rs. 1.99 Cr.
4.	Bid Validity	180 Days
5.	Earnest Money	Not Applicable
6.	Period for completion	90 days
7.	Bid Start Date	26.03.2026 at 16:00 PM
8.	Pre-bid Meeting	06.04.2026 at 11.30 AM
9.	Last date and time for submission of tender	07.05.2026 at 14:00 PM
10.	Technical Bid Opening	08.05.2026 at 14:00 PM
11.	Financial Bid Opening	To be intimated
12.	Category and class of Bidder	Central government organizations (CGOs)/CPSUs/CPSEs only

6. There is no provision to take out the list of parties that have downloaded the tender document from the above-referred website. As such, bidders are requested to visit the website once again before the due date of tender opening to ensure that they have not missed out on any corrigendum issued against the said tender after they have downloaded the tender document. The responsibility of downloading the corrigendum, if any, will be of the downloading party. No separate intimation in respect of the corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the tender document from the website.

7. In the event of the scheduled/extended due date of opening of bids being declared as a closed holiday for the purchaser's office or a "bundh", the due date for the opening of bids will be the following working day at the scheduled time.
8. The bidders, in their own interest, are requested not to wait till the last moment for submission of the bid to avoid last-minute rush and local problems related to internet connectivity, law and order, strike, bundh, etc. The Purchaser shall not be responsible if bids could not be uploaded due to such local problems at the bidders' end.
9. The offer should be submitted (uploaded) strictly as per the terms and conditions and procedures laid down in the website tender document failing which the offer is liable for rejection. Bidders should download the complete NIT including the Annexures and read it carefully before filling in the details and uploading the documents.
10. The offers with any deviations to the NIT Terms and conditions shall be liable for rejection.
11. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
12. It may please be noted that E-tendering or e-procurement falls under the purview of the Information Technology Act 2000 and Information Technology (Amendment) Act 2008 and other relevant acts and subsequent amendments if any.
- 13. Only central government organizations, CPSUs and CPSEs are allowed to bid. Bids other than central government organizations/ CPSU/ CPSE will be rejected.**

SECTION II - INSTRUCTIONS TO CONTRACTOR/ BIDDERS (ITC/B)

- 1) It will be the bidder's responsibility to comply with the system requirement, i.e. hardware, software, and internet connectivity at the bidder's premises to access the e-Procurement website. Under no circumstances MNIT shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-procurement system or internet connectivity failures.
- 2) It shall be the responsibility of the tenderer to ensure that they get registered with the e-Procurement portal well in advance and download the documents before the last date and time for the same.
- 3) **Communication:** - All communication sent by MNIT through post/fax/e-mail/SMS shall be deemed valid communication. The bidders must provide a complete address, fax number, e-mail id, and mobile number.
- 4) **Cost of Bidding:** -The bidder shall bear all costs associated with the preparation and online submission of the bid, and MNIT, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 5) **Purchase Preference: It is mandatory for all the bidders to comply with PPP and Make In India (MII) provisions, applicable as on date.** (As per <https://www.meity.gov.in/esdm/ppo>) Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020 and **other latest ones till date** to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment. The relevant orders from other Ministries **till date** i.e. Electronics & IT, DoT etc. should also be considered. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017. The salient features of the aforesaid Orders are as follows.
 - a) The Order is applicable for procurement by the Ministry / Department / attached / subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
 - b)
 - c) In the procurement of all goods, services, or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
 - d) The margin of purchase preference shall be 20%. 'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
 - e) Ministry of Electronics and Information Technology is the Nodal Ministry for implementation of the Electronic Product Notifications issued in furtherance of PPP-MII Order 2017.
 - f) Classes of Local Suppliers based on local content as per the revised PPP-MII Order dated 04.06.2020 issued by the Department for Promotion of Industry and Internal Trade (DPIIT) are as under
 - g) Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
 - h) Class-II Local supplier - a supplier or service provider, whose goods, services, or works offered for procurement, have local content of more than 20% but less than 50%.
 - i) Non-Local supplier - a supplier or service provider, whose goods, services, or works offered for procurement, has local content less than or equal to 20%.
 - j) Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in the

procurement of all goods, services, or works, and with an estimated value of purchases less than Rs. 200 crores.

k) Various select OMs relevant to PPP-MII are as follows.

- All such relevant OMs/notices issued till date by DP-IIT (Sep-2020, Mar-2021, Dec-2022, May-2023, Apr-2024, July-2024),
- Dept of Telecom (Aug-2018, gazette notification 21-Oct-2024),
- Ministry of Electronics & IT (Sept-2017, 7-Sep-2020 gazette notification, Mar-2021, Mar-2022, Aug-2022),
- All other OMs/notifications till date should be considered.

6) Pre-bid Meeting/ Clarifications

- a) MNIT also schedules a pre-bid meeting as per the details mentioned in the NIT to clarify doubts of potential bidders in respect of the procurement, and the records of such conference shall be intimated to all bidders and, where applicable, shall be published on the respective websites.
- b) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- a) Prerequisite: Only eligible CGOs/CPSEs/CPSUs are invited to the pre-bid meeting. No OEM/SI participation in the pre bid shall be entertained. CGO/CPSE/CPSUs are required to provide eligibility proof as mentioned in the tender at the time of the Pre Bid meeting. Pre bid meeting will be held at Dean DIS Office, Prabha bhawan, MNIT, JLN Marg Jaipur- 302017 Rajasthan.
- c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as follows: -
 - i) Last date of submitting clarifications requests by the bidder: as per NIT
 - ii) Response to clarifications by procuring entity: as per NIT
- d) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents so as to enable those bidders to take minutes into account in preparing their bids and shall be published on the respective websites.

7) Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the tender documents by issuing an addendum in accordance with the provisions below.
- b) In case any modification is made to the tender document or any clarification is issued that materially affects the terms contained in the tender document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial tender document.
- c) In case a clarification or modification is issued to the tender document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification as the case may be, while submitting their Bids.
- d) Any bidder who has submitted his Bid in response to the original invitation shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids when changes are made to the tender document by the procuring entity:
- e) Provided that the bid was last submitted or modified by the bidder, it shall be considered for evaluation.

8) **Period of Validity of Bids**

- a) Bids submitted by the bidders shall remain valid during the period specified in the Tender document. A Bid valid for a shorter period shall be rejected by the procuring entity as a non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as a withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security is considered to have refused the request to extend the period of validity of its Bid.
- d) Bidders must submit their bids online at the e-Procurement portal.
- e) All the documents uploaded should be digitally signed with the DSC (Digital Signature Certificate) of the authorized signatory.

9) **A Single Stage-Two part/ cover system shall be followed for the Bid: -**

- a) Technical Bid, including eligibility & technical documents
- b) Financial Bid

10) **Bids shall be submitted online only at the CPPP website: <https://eprocure.gov.in/eprocure/app>.**

11) Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instruction to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.'

12) Bid documents may be scanned with 100 dpi with a black-and-white option, which helps reduce the scanned document's size.

13) The tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof.

14) **Technical Bid**

The following documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- a) A copy of the constitution or legal status of the bidder manufacturer / Sole proprietorship/firm/agency etc.
- b) A copy of the PAN Registration No.
- c) A Copy of the GSTIN Registration Certificate.
- d) Bidders must attach a Manufacturer Authorization Certificate for all items.
- e) Copy of income tax return Acknowledgment for the last three years.
- f) Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender inquiry document.
- g) Signed and Scanned copies of documents.
- h) All the certificates are given in the format.
- i) Duly Signed Tender document and their annexures

15) **Financial Bid** - The bidder must submit the financial bid in the attached BOQ in the CPP Portal.

16) **Qualification and Provenness Criteria:** - As per GFR-2017 (amended) clause 133, all Central government organizations (CGOs), CPSUs/CPSEs etc. are eligible for bidding¹. Any CGO fulfilling the following Qualification and Proven-ness Criteria may participate in this tender. Bidders should attach the relevant document as proof.

a) **Work Experience:** - The intending tenderer must have in its name the experience of having successfully completed similar works during the last 7 (Seven) years ending the last day of the month previous to the one in which this bid application is invited (i.e., e-publication date on the procurement portal) should be any of the following.

i) Three similar completed works each cost not less than 40% of the estimated tender cost.

Or

ii) Two similar completed works each cost not less than 50% of the estimated tender cost.

Or

iii) One similar completed work costing not less than the amount equal to 80% of the estimated tender cost.

b) **Similar works Definition:** -The definition of similar works shall be “Supply, installation, commissioning, and maintenance of Video Conferencing Infrastructure related hardware/software on rental and/or outright purchase basis at any other PSU / Govt. / Quasi-Govt. establishment / Government Education institutes like NIT, IIT, IIM, IIIT, and Central universities.”

c) **Annual Turnover:** The average annual financial turnover of the CGO/CPSU/CPSE should not be less than 30% of the estimated cost during the immediate last 3 consecutive financial years. This should be duly certified by a Chartered Accountant and audited Balance Sheets and P&L account.

d) The intending tenderer must submit documentary evidence in support of the above in the form of (i) a certified copy of the work order, (ii) a completion certificate indicating the value and period of work, (iii) an Audited balance sheet, and P&L account or Chartered Accountant certificate.

Note

SCANNED DOCUMENTS OF THE DOCUMENTS IN RESPECT OF ELIGIBILITY CRITERIA INCLUDING AUTHORISATION IF ANY, TO BE UPLOADED AS SINGLE.pdf FILE NAMED “Eligibility.pdf,” in COVER-I

Failure to submit the above Documents may render a tenderer “UNACCEPTABLE” without any further correspondence.

¹ Indicative list of Central government organizations/CPSUs/CPSEs but not limited to- https://sambandh.msme.gov.in/PPP_AllCPSEs_List.aspx, <https://dpe.gov.in/about-us/policy-i-division/schedule-wise-list-cpses>

Section III - Required Documents

In COVER-I

1. Scanned document of the documents in respect of eligibility criteria, including authorization, if any, to be uploaded as a single pdf file named **Eligibility.pdf**
2. Scanned document of the Declaration of local content as a single PDF file named MII.pdf
3. Scanned document of the sealed and signed tender copy as a single PDF file named tender.pdf
4. Scanned document of the documents with respect to the OEM technical compliance sheet as a single PDF file named tech_compliance.pdf
5. Scanned document of the documents with respect to all the product data sheets as a single PDF file named ds.pdf
6. Scanned document of the documents of All the MAFs as per the format available in the bid document in a single PDF file named MAF.pdf
7. Performance bank guarantee (PBG) as per the format available in the bid document in a single pdf file named DRB.pdf
8. After-sale and service certificate as per the format available in the bid document in a single pdf file named DRB.pdf
9. Declaration Regarding Banning as per the format available in the bid document in a single pdf file named DRB.pdf
10. No Deviation Certificate as per the format available in the bid document in a single pdf file named NDC.pdf
11. Self-Certificate for Proven-ness as per the format available in the bid document in a single pdf file named SCPN.pdf
12. Lowest Price Certificate as per the format available in the bid document in a single pdf file named LPC.pdf
13. Quality Certificate as per the format available in the bid document in a single pdf file named QC.pdf
14. Integrity pact as per the format available in the bid document in a single Pdf file named Integrity.pdf
15. Integrity pact as per the format available in the bid document in a single Pdf file named Integrity.pdf
16. Letter of Bid (LOB) as per the format available in the bid document in a single Pdf file named LOB.Pdf.
17. Declaration Certificate regarding bidder not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority as per the format available in the bid document in a single Pdf. File.
18. Self-Certificate for Similar Work Experience Criteria as per the format available in the bid document in a single pdf file.
19. Declaration regarding Non-Blacklisting of Supplier as per the format available in the bid document in a single pdf file.
20. Bidder's Information as per the format available in the bid document in a single pdf file.

In COVER-II

1. Financial Bid as per format.

Ser.	Types	Content	File Type
1.	Financial Bid	Price bid as per BOQ format only. (Note: -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)	.XLS

FINANCIAL BID (PRICE-BID): Bidder has to quote separately for all the fields as mentioned in Price Schedule. Adding 0 'Zero' shall be treated as unresponsive. 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. **The bid will be evaluated 'total value wise' hence it is mandatory for the bidder to quote price for all the items and supply the same to the Institute. If any bidder quotes '0' Zero price for any article, his bid will be treated non-responsive and will be rejected.**

Section IV - Implementation Timeline

S. No.	Name of Activity	Timeline of work to be completed on OR before the following
1	Supply of all items/ devices	45 Days from the award of the Tender
2)	Completion of the whole work duly certified (Installation/Testing/commissioning)	90 Days from the award of the Tender

SCOPE OF WORK, DELIVERABLES & TIMELINES

MNIT invites proposals for the Supply, Installation, and Commissioning of video conferencing equipment for the five rooms of Prabha Bhawan at MNIT Jaipur. (Details of items/works to be carried out by the contractor as per the Schedule of Requirements Section).

Bidder shall: -

1. Supply & Installation

- a. The successful bidder, hereinafter referred to as System Integrator (SI), during this phase, shall arrange the supply of all the ordered items at the location as specified in the Schedule of Requirements Section and Technical Specifications Section in the time-schedule mentioned at Implementation Timeline Section of this bidding document.
2. All components must have a **5-year warranty** and support. The subsequent maintenance should be by Annual Maintenance Contract (AMC) for at least two years.
3. Installation, commissioning, configuration, laying, and testing of supplied items are to be done by the system integrator as per the plan given by the MNIT officials.
4. MNIT will provide the power points required at the time of installation.
5. Any other item required at the time of installation/ laying will be the system integrator's responsibility at his own cost.
6. The bidder shall promptly submit the delivery challan of all the items mentioned in the BOQ.
7. The hardware is to be supplied with all the required installation material/ accessories (wherever required) for proper installation. The supplied items shall be housed as specified during the time of installation at the designated location as per Section VI (Required Items and quantity).
8. The supplied software (wherever applicable) should include an appropriate number of genuine OEM perpetual/subscription licenses (as applicable as per OEM licensing policy).
9. All passive items (Cables, conduits) are in tentative quantity. The bill will be generated as per the actual quantity.
10. After the supply of items, SI shall arrange installation of the requisite infra at the designated installation location and obtain a successful installation report from the designated officer.
11. After successful installation, the User acceptance testing (UAT) would be carried out by the purchaser at the request of SI.
12. The successful tenderer will also provide the required training from OEM/OEM certified training partner for 5 personnel for at least 5 days for supplied items at no extra cost.
13. All supplied hardware/software items should be in the name of '**Malaviya National Institute of Technology Jaipur**'.
14. **Training before completion of work.**
 - a. VC Infra Design, Administration, Operation, and Management Training: The SI shall provide training to at least five people nominated by MNIT JAIPUR.
 - b. The training shall be conducted at MNIT JAIPUR premises.
 - c. The training shall broadly cover the design, Administration, Operation, and Management of all supplied solutions/devices/software, etc.
 - d. This training duration shall be of 2 or more working days.
15. **Acceptance Protocol**

- a. Acceptance protocol will be signed by MNIT JAIPUR when all the following activities are completed.
 - b. Complete Video Conferencing Infrastructure (VCI) are functional as per functional requirements and scope of work.
 - c. MNIT Jaipur users are able to use the installed VCI equipment without any technical glitches for both audio, video and online streaming services.
 - d. All documents related to warranty and support letters from OEM are provided.
 - e. All other documentation is referred to in this tender document.
 - f. After completion of all activities as above, an acceptance protocol as per Annexure 18 shall be signed between MNIT Jaipur and Bidder/SI certifying completion of all supplies and activities as per the purchase order. All the guarantees/Warranties will start from the date mentioned in the acceptance protocol.
- 16. Payment Terms:** The Bills in triplicate may be sent to this office for settlement after satisfactory supply/delivery/ installation/ commissioning of the material. The bill should have full particulars of the items. No Payment shall be made in advance nor shall the loan from any financial institutions be recommended based on the order of award of work. The CGO/CPSU/CPSE shall submit the bills only after the supply/delivery/ installation/ commissioning of the material to the satisfaction of MNIT Jaipur. The case of issuing sanction and passing of the bill for payment will be initiated on receipt of a pre- receipt invoice from the Contractor. No payment will be made for goods rejected. The payments would be released as per the following schedule.

S. No	Payment criteria	Payment Percentage
1	After supply of all items	70%
2	After successful completion of work	30%

17. Maintenance & Support Service

- a. Maintenance & Support Services shall commence for a period of five years for all hardware and software products, from the date of receipt of certificate of completion of the work.
- b. The Bidder/SI must provide comprehensive OEM onsite warranty maintenance services (On Normal Working Hours: 9-7pm (Monday to Friday), 9-2pm Saturdays) for the installed hardware and software. This involves comprehensive maintenance of all installed hardware & software covered under warranty as per the 'Warranty' clause, including repairing and replacement of faulty parts, modules, sub-modules, assemblies, sub-assemblies, spares, etc., with genuine OEM components to make the system functional/ operational. The software supplied shall include all the patches, updates, and upgrades for the period covered under the warranty as per the 'Warranty' clause. Bidder/ SI/ OEM shall inform the Department whenever OEM launches such updates/patches/upgrades and shall share its report promptly on the email provided by the purchaser.
- c. Reconfiguration of equipment/software installed under the project: Whenever required, the Bidder/ SI/ OEM shall reconfigure the equipment /software installed under the project to meet the needs of MNIT.
- d. Bidder/ SI shall provide an escalation matrix (a helpdesk number, email address) so that the end- user may report problems, if any, using any of the available methods.

18. Warranty Terms and Conditions

- a. As per Annexure 17

Section V - General Rules & Directions

1. Any person who submits a tender shall fill up the usual printed form, starting at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates will be summarily rejected. Tenders shall have the name and number of the works to which they refer, written on the envelopes.
The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and less and considering more than fifty paisa as rupee one.
2. The officer inviting tender or his duly authorized assistant will open tenders in the presence of intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt shall thereupon be given to the contractor.
3. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
4. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized cashier.
5. The tenderers shall sign a declaration under the official Secret Act 1923, for maintaining secrecy of the tender document drawings or other records connected with the work given to them.
6. The Contractor whose tender is accepted will be required to furnish Performance Security/guarantee of 5% (Five Percent) of the tendered amount within specified period e.g. within 15 days of award of contract. This Security/guarantee amount will also be accepted in cash or in the shape of Govt. Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
7. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated in writing to the Engineer-in-charge.
8. All the taxes including GST, or any other tax / CESS in respect of this contract shall be payable by the contractor and Institute will not entertain any claim whatsoever in respect of the same.
9. The contractor shall give a list of employees of MNIT Jaipur related to him.
10. The tender for the work shall not be witnessed by contractors who himself/ themselves has/ have tendered or who may and has/ have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
11. Since this is a composite tender, items of the same nomenclature may appear under different sub-heads. The contractor has to ensure that for such identical items, the rates quoted are the same at all the places. In case any variation in the quoted rates is found for such items, the lowest of all such quoted rates will be taken as the tendered rate for that particular item, and the tender will be evaluated accordingly.

**Section VI - ADDITIONAL CONDITIONS FOR MISUSE OF PAYMENT RECEIVED AGAINST
ADVANCE PAYMENTS**

1. All running account bills shall be supported with an account of up-to-date payments received to enable engineer-in-charge to check to his satisfaction that the payments made by engineer-in-charge are properly utilized only on the work.”
2. COMMITTED PROGRAM OF COMPLETION FROM CONTRACTOR SIDE
 - (i) On acceptance of work, the contractor has to submit a committed program of completion keeping in the view of the prescribed mile stones, stipulated period of completion duly signed by him. The program submitted by contractor shall be monitorable in a format as may be acceptable to Engineer- in-charge.
 - (ii) On receipt of the prescribed Performance Security/ Guarantee and aforesaid committed program of completion, a necessary letter to commence the work shall be issued to the contractor by Registrar, MNIT Jaipur and the site of work would be handed over to contractor thereafter.

Section VII - GENERAL CONDITIONS OF CONTRACT

Definitions:

1. "PRE-BID Meeting" with the intending bidders shall be held at MNIT Jaipur on _____. The details and online link is as given below:
Pre-bid meeting schedule: _____, NKN-I, First Floor, Prabha Bhawan, MNIT Jaipur

All prospective bidders are required to send eligibility proof one day before this meeting at vcmnit@mnit.ac.in and coordinator.vci@mnit.ac.in. An intending bidder will be allowed to seek clarification on specifications, Conditions of the Contract, etc. in writing to MNIT JAIPUR, Jaipur, within 48 hours after the pre-bid meeting.
2. Rate: Prices of individual items should include all taxes and duties. It should also include packing, forwarding, transport, and insurance until the project is implemented, GST shall be extra. The rate should be quoted only in Indian Rupees (INR) on a DOOR Delivery Basis at MNIT JAIPUR, Rajasthan, Inclusive of all the Charges, with break-ups as
 - 2.1 Basic Costs.
 - 2.2 GST.
 - 2.3 Total Cost (F.O.R. at MNIT JAIPUR, Jaipur).Note: No other charges would be payable by the Institute except as mentioned in BOQ.-
3. Specification: The Contractor must confirm in writing that the goods supplied & installed by them shall be as per the specification of goods mentioned in Required Items and Quantity Section and in case of any variation, the contract shall be liable to be canceled immediately. The Security cum Performance Security/ Guarantee will also be forfeited.
4. Validity: The quoted rates must be valid for a period of 90 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted a validity shorter than the required period, the same will be treated as unresponsive, and it may be rejected.
5. In case the tenderer withdraws, modifies, or changes his offer during the validity period, the bid is liable to be rejected. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions, etc. of their original tender.
6. Authority of the person signing the document: A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if on inquiry, it appears that the person so, signing had no authority to do so, the MNIT Jaipur may without prejudice to other Civil and criminal remedies cancel the contract and held the signatory liable for all cost and damage.
7. Delivery & Installation: The firm must supply & install the required item as per the time scheduled. All aspects of safe delivery shall be the exclusive responsibility of the supplier.
8. LD Clause: All aspects of safe delivery, installation, and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, install and commission the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week or a part thereof of the total order value shall be levied subject to a maximum of 10% of the total order value.
9. Jurisdiction: The Courts of Jaipur alone will have the jurisdiction to try any matter, dispute, or difference between the parties arising out of this tender/contract. It is specifically agreed that no Court outside and other than Jaipur court shall have jurisdiction in the matter.
10. Performance Security: The successful tenderer will be required to furnish a Performance Security/guarantee Deposit of 5% of the total order amount in the form of a Fixed Deposit Receipt (FDR) or irrevocable Bank Guarantee (BG) from any Nationalized/ Scheduled Bank duly pledged in the name of the "Malaviya National Institute of Technology Jaipur". Please also refer to para 9 of Section V.
11. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of the contract for unsatisfactory performance or non-observance of any condition of the contract.
12. Technical Evaluation:
 - 12.1 Detailed technical evaluation shall be carried out by the Institute pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and conditions of the tender without any deviation. The Institute's determination of the bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are in order.
 - 12.2 MNIT Jaipur shall have the right to accept or reject any or all tenders without assigning any reasons thereof.
13. Financial Evaluation:
 - 13.1 The financial bid shall be opened to only those bidders who have been found to be technically eligible.
 - 13.2 If in the price structure quoted for the required goods, there is a discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
 - 13.3 If there is a discrepancy between words and figures, the amount in words shall prevail.
 - 13.4 The bidder must quote for all the items otherwise the bid will be treated as unresponsive and will be rejected. Further, the financial evaluation would be done on a composite basis and MNIT Jaipur will award the contract accordingly.
 - 13.5 After due evaluation of the bid(s), MNIT Jaipur will award the contract to the lowest evaluated responsive tenderer on an individual basis. The conditional bid will be treated as unresponsive and will be rejected.
 - 13.6 The bidder must quote the financial bid as specified in BOQ.
14. Award of Contract: The Institute shall consider the placement of orders for jobs on those bidders whose offers have been found technical and financially acceptable. The Institute reserves the right to counter-offer price(s) against the price(s) quoted by any bidder.
15. Right of acceptance: The MNIT Jaipur reserves the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The MNIT Jaipur reserve the right to reject any or all tenders /quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.
16. Guarantee / Warranty Period: Bidder must provide Five (05) year comprehensive on-site warranty and it will be started from the date of the satisfactory installation/commissioning of goods, against the defect of any manufacturing, workmanship and poor quality of the components. No offer from the bidder will be accepted without a warranty/ guarantee of their supplied/ installed goods.
17. Inspection:

- 17.1 MNIT Jaipur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.
- 17.2 MNIT Jaipur's right to inspect, test, and, where necessary, reject the Goods after the goods arrive at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by MNIT Jaipur prior to the shipment of the goods.
- 17.3 The Director, MNIT Jaipur shall be the final authority to reject full or any part of the supply which is not conforming to the specification and other terms and conditions.
- 17.4 No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.
18. Payment Terms: As given above.
19. Specification: Bids which do not meet the bid specifications are not permitted and will be rejected.
20. Breach of Terms and Conditions: In Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by MNIT Jaipur.
21. Insolvency, etc: In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified MNIT Jaipur shall have the power to terminate the contract without any prior notice.
22. The Purchase Committee will reject the quotations of the bidders whose quotation will not be found of the quality required by MNIT. MNIT Jaipur reserves the right to accept/ reject any quotation either in part or full without assigning any reason thereof or award the contract to the different supplier(s), for different item(s), if feasible after considering the credentials, manufacturing, capability, and quality and distribution rights of the item. The firm is, therefore, requested to attach its credentials in regard to the supply of items and experience in the field, distribution rights, and annual turnover.
23. The quantity of items given in the tender is tentative and may be increased or decreased as per the institute's requirement.
24. The Tenderers should furnish a copy of their PAN Card and GSTIN registration number. Tenders not complying with this condition will be rejected.
25. A signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.
26. Conditional bids will be treated as unresponsive and may be rejected.
27. The items will have to be supplied at MNIT JAIPUR, Jaipur. No transportation/ cartage charges will be provided for the same.
28. Bidder shall submit a copy of the tender document and addendum/corrigendum thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender inquiry document.
29. The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to the award of the contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).
30. The MNIT Jaipur reserves the right to accept the whole or any part or portion of the bid, and the bidder shall provide the same at the rates quoted. The MNIT Jaipur reserves the right to reject any or all tenders /quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.
31. Applicable Law:
- 31.1 The contract shall be governed by laws and procedures established by the Govt. of India within the framework of applicable legislation and enactments made from time to time concerning such commercial dealings/ processing.
- 31.2 Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.
32. The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Director, MNIT Jaipur and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge/ Architects and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
33. In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them :-
- i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The site shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The contractor/bidder/system-integrator (SI) shall mean the organization or company, from amongst CGO/CPSU/CPSE.
 - iv) OEM is an original equipment manufacturer.
 - v) The Director, MNIT Jaipur means their nominees also.
 - vi) Director means the Director of MNIT Jaipur.
 - vii) The Engineer-in-charge means the Faculty/Engineer/Committee of MNIT Jaipur who shall supervise and be in-charge of the work.
 - viii) Architect means the Architect appointed by MNIT
 - ix) Center means the MNIT Jaipur.
 - x) Department means MNIT Jaipur.
 - xi) Government means Govt of India or Govt. of Rajasthan as applicable.
 - xii) Accepting authority shall mean the authority who accepts the tender.
 - xiii) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Institute, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Institute of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Institute faulty design of works.
 - xiv) Tendered value means the value of the entire work as stipulated in the letter of award.

Scope & Performance

34. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
35. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
36. The contractor shall be furnished, free of cost, one certified copy of the contract documents except standard specifications. Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

37. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labor, materials, tools, plants, equipment and transport which may be required in preparation of and in the full and entire execution and completion of the works. The descriptions given in the Schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labors necessary in and for the full and entire execution and completion of the

work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender:

38. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the rates and price quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

39. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General conditions.

- 39.1 In case of discrepancy between the schedule of Quantities, the specification and/or the drawing, the following order of preference shall be observed:
- (i) Description of schedule of quantities/BoQ i.e. nomenclature of item.
 - (ii) Particular specification, additional conditions and special conditions, if any.
 - (iii) CPWD specifications.
 - (iv) Indian standard specifications of B.I.S.
 - (v) Drawings.
 - (vi) Decision of Engineer-in-charge.

If there are varying or conflicting provisions made in any one document forming part of the contract, the accepting authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

- 39.2 Any error in description, quantity or rate in Schedule of quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprising therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

40. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of the notice inviting tender, all the documents if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (i) No payment for the work done will be made unless the contract is signed by the contractor.

CLAUSES OF CONTRACT

APPLICABILITY SUBJECT TO PROFORMA OF SCHEDULES:

Clause – 1A Performance Security/ Guarantee

- i) The contractor shall submit an irrevocable Performance Security/ Guarantee of 5% (Five Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract, if any, for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within period of 15 days, from the date of issue of letter of acceptance. In case a fixed deposit receipt of any bank is furnished by the contractor to the Institute as part of the Performance Security/ Guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Institute to make good the deficit.
- ii) The Performance Security/ Guarantee shall be initially valid from the stipulated date of completion till the warranty period (i.e. 5 years) plus 60 days additionally beyond. In case the time of completion of work gets enlarged, the contractor shall get the validity of Performance Security/ Guarantee extended to cover such enlarged time for completion of work plus warranty period. After recording of the completion certificate for the period of warranty as above by the competent authority, the Performance Security/ Guarantee shall be returned to the contractor, without any interest.
- iii) The Institute shall not make a claim under the Performance Security/Guarantee except for amounts to which the Institute is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Security/ Guarantee as described herein above, in which event the Institute may claim the full amount of the Performance Security/ Guarantee.
 - (b) Failure by the contractor to pay to the Institute any amount due, either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within 30 days of the service of notice to this effect by engineer-in-Charge.
- iv) In the event of the contract being determined or rescinded under provision of any of the clause/condition of the agreement, the Performance Security/ Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Institute.

Clause – 1B Recovery of Security Deposit:-

In case a fixed deposit receipt of any Bank is furnished by the contractor to the Institute as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Institute to make good the deficit.

**Clause -2
Compensation for Delay:-**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Institute on account of such breach, pay as agreed compensation the amount calculated at the rate of 1.5% (One decimal five percent) per month as the Director of Institute (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains in-complete. This will also apply to items or groups of items for which a separate period of completion has been specified.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Institute. In case, the contractor does not achieve a particular milestone as mentioned or the re-scheduled milestone (s) in terms of clause 5.4, the amount shown against that milestone shall be withheld to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone shall be automatic, without any notice to the contractor. However, if the contractor catches up with the progress of the work, on the subsequent milestone (s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone (s), the

amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

Clause – 3

When Contract can be determined: - Subject to other provisions contained in this clause the Director may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/ or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i). If the contractor having been given by the Director a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii). If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii). If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Director (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Director.
- iv). If the Contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any, stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing on that behalf by the Director.
- v). If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Director.
- vi). If the contractor commits any acts mentioned in Clause 21 hereof:
When the contractor has made himself liable for action under any of the cases aforesaid, the Director on behalf of the MNIT Jaipur shall have

Powers:

- a). To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Director shall be conclusive evidence). Upon such determination or rescission the Performance Security/ Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Institute.
- b). After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance work as shall be un-executed out of his hands to give it to another contractor to complete the work. The contractor whose contract is determined or rescinded as above shall not be allowed to participate in the tendering process for the balance work.
In the event of above courses being adopted by the Director the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer –in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause – 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 30 days of issue of award letter, either party may close the contract. In such eventuality, the Performance Security/ Guarantee of the Contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

Clause – 4

Contractor liable to pay compensation even if action not taken under clause 3:-

In any case in which any of the powers conferred upon the Director by Clause – 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Director putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Director which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Director) all or any tools plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, and binding on the contractor otherwise the Director by notice in writing may order the contractor or his clerk of the works, foreman or other authorized agent to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Director may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause – 5

Time and Extension for delay:-

The time allowed for execution of the Works or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such a time period as mentioned in the letter of award after the date on which the Director issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid Institute shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance security/guarantee ~~earnest money~~ absolutely.

- 5.1 As soon as possible after the contract is concluded the contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Engineer-in –charge. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Director and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone.
- 5.2 If the work(s) be delayed by :-
 - i) Force majeure or
 - ii) Abnormally bad weather, or
 - iii) Serious loss or damage by fire or
 - iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or.
 - v) Delay on the part of other contractors or tradesmen engaged by the Director in executing work not forming part of the contractor.
 - vi) Any other cause which, in the absolute discretion of the authority is beyond the contractor's control. Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Director but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Director to proceed with the works.

- 5.3 Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.4 In any such case the Director of the Institute may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the contractor by the Director of the Institute in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Director and this shall be binding on the contractor.

Clause – 6

Measurements of Work Done:-

Engineer- in- Charge shall, except as otherwise provided, ascertain and determine by evaluation/measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered in Measurement Book and/ or level field book so that a complete record is obtained of all works performed under the contract.

All evaluations/measurements shall be taken jointly by the Engineer- in- Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such evaluations/measurements shall be signed and dated by the Engineer- in- Charge or his authorized representative and the contractor or his authorized representative in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by the concerned parties.

If for any reason the contractor or his authorized representative is not available and the work of recording evaluations/measurements is suspended by the Engineer- in- Charge or his representative, the Engineer- in- Charge and the department shall not entertain any claim from the contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such evaluations/measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurements, then such measurements recorded in his absence by the Engineer- in- Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every equipment, appliance, and other things necessary for evaluations/measurements and recording levels. Except where any general or detailed description of the work expressly shows the contrary, evaluations/measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant 'Standard method of measurement'.. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The bidder/contractor shall give not less than seven days' notice to the Engineer- in- Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of evaluation/measurement and shall not cover up and place beyond reach of evaluations/measurement any work without consent in writing of the Engineer- in- Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of evaluations/measurements without such notice having been given or the Engineer- in- Charge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer- in- Charge or his authorized representative may cause either themselves or through another officer of the department to check the evaluations/measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of evaluations/measurements of any item of work in the evaluations/measurement book and/ or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over evaluation/measurement or defects noticed till completion of the defects liability period.

Clause-6A

Deleted

Clause – 7

Payment on intermediate certificate to be regarded as advances:-

Engineer-in-charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite evaluations/measurements of the work.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate (s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/ are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

Clause – 8

Completion certificate and acceptance protocol:-

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-charge and within thirty days of the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or(b) for which payment will be made at reduced rates shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/ their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer- in-charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish etc and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. After the completion of all activities, an acceptance protocol as per Annexure 18 will be signed by MNIT Jaipur and bidder/SI certifying the completion of all works as well as activities as per purchase order. All the warranties/guarantees will start from the date of certificate of completion.

Clause 8A

Contractor to keep site clean:-

The splashes and droppings from white washing, color washing, painting etc on walls, floor windows etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-charge shall give ten days' notice in writing to the contractor.

Clause 8 B

Deleted

Clause 9

Payment of final bill:-

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-charge whichever is earlier. The contractor shall make no further claims after submission of the final bill and these shall be deemed to have been waived and extinguished and after submission of final bill by contract, no further claim of any kind shall be maintainable against Institute with regard to the Contract. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by engineer-in-charge, will as far as possible be made within six months from the date of receipt of the bill by the Engineer-in-charge or his authorized representative. No interest shall be payable to contractor.

Clause 10

Facilitation by MNIT Jaipur

MNIT Jaipur will be able to provide power-points at the time of installation of equipment.

Clause 10A

Materials to be provided by the contractor: -

The contractor shall ensure compliance to all PPP-MII provisions, in force from time to time. The contractor shall at his own cost provide all materials required for the works. The contractor shall, at his own expense and without delay, supply to Engineer-in-charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-charge that the materials so comply. The Engineer-in-charge shall within five days of supply of samples or within five days of the receipt of test results intimate to the contractor in writing whether samples are approved by him or not. If samples are not approved the contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specification, approval of the Engineer-in-charge shall be issued after the test results are received.

The contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-charge. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall at his risk and cost make all arrangements and shall provide all facilities as the Engineer-in-charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative and Architect shall at all times have access to the work and to all such workshops and places where work is being prepared or from where materials manufactured articles, or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-charge shall also have full powers to require other proper materials to be substituted thereof and in case of default the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the contractor.

Clause 10 B- Deleted

CLAUSE 10 C Deleted

CLAUSE 10 CA (NOT APPLICABLE) - Deleted

CLAUSE 10 CB (NOT APPLICABLE) - Deleted

CLAUSE 10 CC (NOT APPLICABLE) - Deleted

CLAUSE 10 D

Dismantled Material Institute Property

The contractor shall treat all materials obtained during dismantling of a structure, of the site for a work, etc. as Institute's property and such materials shall be disposed off to the best advantage of Institute according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE 10 E

Physical Damage of Property

The contractor shall be responsible for any mishap or accident due to negligence or proper protection of open trenches, and all claims arising from such accidents shall be settled by the contractor without any liabilities to MNIT. The contractor shall ensure that no damage is caused to any underground or surface installations belonging to other public utility services and/ or private parties.

Clause – 11

Work to be executed in accordance with specifications, drawings, orders etc.:-

The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings. All the active equipment must comply with certification of any accredited lab endorsed by Government of India i.e. TEC/TSEC, SQTC, BIS, EAL 2 NDcPP, ICOSA Labs, IC3S.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labor and materials, tools and plants including for measurements and supervision of all works structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The

contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

Clause 12

Deviations/Variations Extent and Pricing :- The Director shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Director and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereinafter provided.

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:-

- i). In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
- ii). 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-charge.

12.2 In the case of extra item(s) the contractor may within fifteen days of receipt of order of occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.

- a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so, decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

12.3 The contractor shall send to the Engineer-in-Charge once every three months and up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Director may authorize consideration of such claims on merits.

12.4 Any operation incidental to or necessarily has to be in contemplation of tenderer while filling tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

Clause 13

Foreclosure of Contract due to Abandonment or Reduction in Scope of Work: - If at any time after acceptance of the tender, Institute shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Director shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:-

- i). Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labor huts, staff quarters and site office; storage accommodation and water storage tanks.
- ii). Institute shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, Institute shall be
- iii). shall offer or give or agree to give to any person in Institute service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Institute; or
- iv). Shall enter into a contract with Institute in connection with which commission has been paid or agreed to paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/ Director ; or
- v). Shall obtain a contract with Institute as a result of wrong tendering or other non- bonafide methods of competitive tendering; or
- vi). being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors: or
- vii). Being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager ; or
- viii). shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- ix). assigns, transfers, sublets (engagement of labor on a piece-work basis or of labor with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority :

The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Institute, by a notice in writing to cancel the contract as whole or only such items of work in default from the Contract.

The Director shall on such cancellation by the Accepting Authority have powers to:

- a). take possession of the site and any materials, constructional plant, implements, stores etc., thereon; and/or
- b). Carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the Director shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by Institute. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by Institute in completing the works or part of the works or the excess loss or damages suffered or may be suffered by Institute as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Institute in law be recovered

from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days the Director shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings, etc and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to the Institute and unsold materials, constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by Institute of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

Clause -14

Carrying out part work at risk & cost of contractor

If contractor:

- (i) At any time makes default during currency of works or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in the respect from the Engineer-in-charge or
- (ii) Commits default in complying with any of the terms and conditions of the contract does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-charge or
- (iii) Fails to complete the works or items of work with individual dates of completions, on or before the dates so determined and does not complete them within the period specified in the notice given in writing on that behalf by the Engineer-in-charge.

The Engineer-in-charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to government, by a notice in writing to take the part work/ part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possessions of the site and materials, constructional plant, implements, stores, etc. Thereon, and / or
- (b) Carry out the part work / part incomplete work of any items by any means at the risk and cost of the contractor.

The Engineer-in-charge shall determine the amount, if any, is recoverable from the contractor for the completion of the part work / part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by the institute because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to contractor with the value of work done in all respect in the same manner and at the same rates as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's material taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificates of the Engineer-in-charge as to the value of work done shall be final and conclusive against the contractor provided also that if expenses incurred by the department are less than the amount payable to the contractor as his agreement rates, the difference shall not be payable to contractor.

Any excess expenditure incurred or to be incurred by the institute in completing the part work/part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the institute as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to institute in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractors' unused materials, construction plants, implements, temporary buildings at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of the above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or produced any materials or entered into any engagement or made any advance on any account or with a view to the execution of the work or the performance of the contract.

Clause - 15 Suspension of work

i). The contractor shall, on receipt of the order in writing of the Director, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Director may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons :

- a). On account of any default on the part of the contractor or
- b). For proper execution of the works or part thereof for reasons other than the default of the contractor or
- c). For safety of the works or part thereof

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Director.

ii). If the suspension is ordered for reasons (b) and (c) in sub-para (i) above :

a). The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part and :

b). If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Director may consider reasonable in respect of salaries and/ or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Director within fifteen days of the expiry of the period of 30 days.

iii). If the works or part thereof is suspended on the orders of the Director for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Director requiring permission within fifteen days from receipt by the Director of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the Institute or where it affects whole of the works, as an abandonment of the works by the Institute, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Director. In the event of the contractor treating the suspension as an abandonment of the contract by the Institute, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Director may consider reasonable, in respect of salaries and/ or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Director within 30 days of the expiry of the period of 3 months.

Clause 16

Action in case work not done as per specifications :- All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Director, his authorised subordinates in charge of the work / architect and all the superior officers of the Institute and the Chief Technical examiner's office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Engineer-in-charge or his authorised subordinates incharge of the work or to the Architect or the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect or unskillful workmanship,

or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Director may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/ or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Director to be conveyed in writing in respect of the same will be final and binding on the contractor.

Clause – 17

Contractor Liable for damages, defects during maintenance period :- If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever of if any defect, shrinkage or other faults appear in the work within **twelve months (Six months** in the case of any work other than road work costing Rs. 1,00,000/- and below) after a certificate final or otherwise its completion shall have been given by the Director as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of **twelve months** after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

Clause 18

Contractor to Supply Tools & Plants etc. :- The contractor shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

Clause 18A

Recovery of compensation paid to workman :- In every case in which by virtue of the provisions sub-section (1) of section 12, of the Workmen's Compensation Act, 1923, Institute is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Institute will recover from the contractor for the amount of the compensation so paid ; and, without prejudice to the rights of the Institute under sub-section (2) of Section 12, of the said Act, Institute shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Institute to the contractor whether under this contract or otherwise. Institute shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to Institute full security for all costs for which Institute might become liable in consequence of contesting such claim.

Clause 18 B

Ensuring Payment and Amenities to Workers if Contractor fails :- In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Institute is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act the Rules framed by Institute from time to time for the protection of health and sanitary arrangements for workers employed by Institute Contractors, Institute will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Institute under sub-section (2) of Section 20 and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Institute shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Institute to the contractor whether under this contract or otherwise Institute shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Institute full security for all costs for which Institute might become liable in contesting such claim.

Clause 19

Labour Laws to be complied by the Contractor :- The contractor shall obtain a valid license under the Contract Labour (R & A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the Provisions of Child Labour (prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Welfare Cess Act, 1996. The Contractor shall also abide the provisions of Contract Labour (Regulations and Abolition) Act 1970 and the Contract Labour Regulation & Abolition Central Rules 1971.

Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work. The Contractor shall also abide by the provisions of child labour (Prohibition and Regulations) Act, 1986.

Clause 20

Minimum Wages Act to be complied with:

The Contractor shall comply with all the provision of the Minimum Wages Act, 1948, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought from time to time.

Clause 21

Work not to be sublet. Action in case of insolvency: The Contract shall not be assigned or sublet without the written approval of the Director. And if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agent to any public officer or persons in the employ of Institute in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Director on behalf of the Board of Governors of the Institute shall have power to adopt any of the courses specified in Clause 3 hereof as he may deem best suited to the interest of the Institute and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensure.

CLAUSE 22:

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Institute without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CLAUSE 23

Changes in firm's constitution to be intimated: Where the Contractor is a partnership firm, the previous approval in writing, of the Director shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid, shall likewise, be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval, aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

Directions for execution of works: All works to be executed under the contract shall be executed under the direction and subject to the approval of the Director of the Institute who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25 Settlement of Disputes

CLAUSE 25B Any dispute arising out of the contract shall be resolved amicably by the parties failing which, either party is free to approach appropriate Court of Civil Jurisdiction situated at Jaipur.

CLAUSE 26

Contractor to Indemnify Institute against patent Rights: The Contractor shall fully indemnify and keep indemnified the Board of Governors of the Institute against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part of thereof included in the Contract. In the event of any claims made under or action brought against Institute in respect of any such matter as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom. Provided that the Contractor shall not be liable to indemnify the Board of Governors of the Institute if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer in Charge on this behalf.

CLAUSE 27

Lump sum Provision in Tender: When the estimate on which a tender is made includes lump sum in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates, as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the Contractor with regard to any sum payable to him under the provisions of the clause.

CLAUSE 28

Action where no specifications are specified: In case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standard Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per accredited lab of Government of India- IC35, TEC/ etc. if not available then manufacturer's specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29

With-holding and lien in respect of Sums due from Contractor: (i) Whenever any claim, for payment of a sum of money arises out of or under the contract or against the contractor, the Institute shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Institute shall be entitled to withhold the security deposit, if any furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Institute shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Director pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Institute will be kept withheld or retained as such by the Institute till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause where the contractor is a partnership firm or a limited company, the Institute shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.

(ii) Institute shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for Institute to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Institute to the contractor, without any interest thereon whatsoever.

Provided that the Institute shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Institute on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

CLAUSE 30

Lien in respect of claims in other Contracts: Any sum of money due and payable to the Contractor (including security deposit returnable to him) under this contract may be withheld or retained by way of lien by the Institute or any other contracting person or persons through Engineer-in-Charge against any claim of the Institute or such other person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Contractor with the Institute or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Institute will be kept withheld or retained as such by the Institute or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 31 Deleted

CLAUSE 32 Deleted

CLAUSE 33

Return of Surplus materials: Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Institute either by issue from Institute stocks or purchase made under orders or permits or licenses issued by Institute the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Institute and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and / or for criminal breach of trust, be liable to Institute for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34

Plant & Machinery: The contractor shall arrange at his own expense bring and take away all tools, plant, machinery and equipment.

CLAUSE 35: deleted

CLAUSE 36: Employment of technical staff and employee Contractor's Superintendence, Supervision, Technical Staff & Employees. The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-In-Charge, the names, qualifications, experience, age, addresses and other particulars along with certificates of the principal technical representative to be in charge of the work and other technical representative who will be supervising the work. Minimum requirement of such technical representatives and their qualifications and experience shall not be lower than specified. The Engineer-In-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative shall be appointed by the contractor soon after receipt of the approval from Engineer-In-Charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the clause will also be applicable to other technical representatives. The principal technical works for supervision at all times when any installation/commissioning/execution activity is in progress and also present him/ themselves as required, to the Engineer-In-Charge and or his designated representative to take instruction. Instructions given to the principal will have the same force as if these have been given to the contractor. The principal technical representative and other technical representative shall be actually available at site fully during all stages of execution of work, during recording/ checking/ test checking of measurements of works and whenever so required by the Engineer-In-Charge and shall also note down instructions conveyed by the Engineer-In-Charge or his designated representatives in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements look after any other work. Substitutes, duly approved by Engineer-In-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative by more than two days. If the Engineer-In-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/ test checked in measurement/log books shall be final and binding on the contractor. Further, if the contractor fails to appoint suitable technical principal technical representative and or other technical representatives and if such without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-In-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-In-Charge. The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semiskilled and unskilled labor as is necessary for proper and timely execution of the work. The Engineer-In-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-In-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-In-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 37: Levy/Taxes payable by Contractor.

- i) As per Section VII para 2: Sales Tax, service tax, VAT, Octroi, purchase tax or turnover tax or any other tax in respect of this contract shall be payable by the Contractor and Institute shall not entertain any claim whatsoever in this respect.
- ii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Institute to the State Government, Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Institute and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 38:

Conditions for reimbursement for levy/taxes if levied after receipt of tenders.

- (i) All tendered rates shall be inclusive of all taxes and levies (except service tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies/ cess the contractor shall be reimbursed the amounts so paid, provided such payments, if any, is not, in the opinion of the Registrar attributable to the delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this conditions as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer in charge may require from time to time.
- (iii) The contractor shall, give a written period of 30 days of the imposition of any such further tax or levy, or cess give a written notice thereof to the Engineer in charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 39: Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Director on behalf of the Board of Governors of the Institute shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40 :If relative working in MNIT then the contractor not allowed to tender

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 an officer in any capacity and member of Engineer-in-charge. 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 Education. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of MNIT.

NOTE: By the term "near relatives" means wife, husband, parents and grandparents' children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 41: Deleted
No Gazetted Engineer to work as contractor within one year of retirement

CLAUSE 42: Deleted

CLAUSE 43

Compensation during warlike situations: The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by Engineer-in-Charge. The contractor shall be paid for the damages/ destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract. Provided that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge. (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Director.

CLAUSE 44:
Apprentices act provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Registrar may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said act.

CLAUSE 45 Deleted

Safety Code

1. Suitable scaffolds should be provided for workmen for all works that can not safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 (1/4 horizontal and 1 vertical)
2. Scaffolding of staging more than 3.6m (12 ft) above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 (12ft) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90cm (3ft).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 1/2") for ladder upto and including 3m (10ft) in length. For longer ladders this width should be increased at least 1/4" for each additional 30cm (1foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defiance of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching - All trenches 1.2m (4ft) or more in depth, shall at all times be supplied with the least one ladder for each 30m (100ft) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
7. Demolition – Before any demolition work is commenced and also during the progress of the work,
 - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - c. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment's shall invariably be provided:
 - i). Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii). Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
 - iii). Those engaged in welding works shall be provided with welder's protective eye shields.
 - iv). Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v). When workers are employed in sewers and manholes, which are in active use, the contractor shall ensure that the manholes are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :
 - a). Entry for workers into the line shall not be allowed except under supervision of the Engineer-in-charge or any other higher officer.
 - b). At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c). Before entry the presence of Toxic gasses should be tested by inserting wet lead acetate paper which changes color in the presence of such gasses and gives indication of their presence.

- d). Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- e). Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during an emergency.
- f). The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g). No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h). The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of the slippery nature of the malba.
- i). Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j). Gas masks with Oxygen Cylinders should be kept at site for use in emergency.
- k). Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapor proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away for the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l). The workers engaged in cleaning the manholes/ sewers should be properly trained before allowing them to work in the manhole.
- m). The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n). Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to the manhole well.
- o). If a man received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- p). The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi). The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
- a). No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- b). Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
- c). Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. An additional clause (viii) (i) of Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- i). While lead, sulfate of lead or product containing these pigments, shall not be used in painting operation except in the form of pastes or paint ready for use.
- ii). Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
- iii). Measures shall be taken, wherever practicable, to prevent danger arising out of dust caused by dry rubbing down and scraping.
- iv). Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- v). Overall shall be worn by working painters during the whole working period.
- vi). Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- vii). Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by a medical man appointed by competent authority of the Institute.
- viii). Institutes may require, when necessary, medical examination of workers.
- ix). Instruction with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachment, anchorage and supports shall conform to the following standards or conditions :-
- i). a). These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
- b). Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- ii). Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operators.
- iii). In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the
- Safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- iv). The contractors shall notify the safe working load of their machines to the Engineer-in-charge whenever he brings any machinery to site of work and get it verified by the Engineer-in-charge.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots and may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-charge or their representatives.
16. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rules in force in the Republic of India.

Section VIII - Schedule of Requirements

Note: The required items should be matched with room wise detailed specification in the next section. In case of mismatch, the room wise specifications should be treated as final.

S. No.	Function	Specifications	Quantity
AUDIO SYSTEM			
1	Ceiling Speakers	Supply, Installation, Testing & Commissioning of 2-way, Ceiling-mount loudspeaker. Frequency range - 65 Hz to 20 kHz, Rated RMS Power - 30Watts or better, Sensitivity-89 dB SPL or better, Coverage Angle-110° conical or better, Maximum SPL Continuous/Peak-104dB/110dB or better, Rated Impedance - 8 Ohms. Transformer Tapping - 70V/100V(30, 15, 7.5watts) or better. Transducer - LF - 6.5-inch or better, HF- .86-inch or better coaxially mounted with LF, Material - Painted ABS polymer Baffle and Power coated steel grille or better. Safety rating - UL1480, UL2043. Mounting rails and C-Ring for ceiling tile included.	24
2	Amplifier for Ceiling Speakers	Supply, Installation, Testing & Commissioning of Dual channel class-D amplifier with 60 watts/channel into Low-Z loads.4 channels can also be bridged in pairs, each pair providing up to 100 watts rms into 4 /8 ohms or 125 watts rms into 70V/100V. Signal to Noise (A weighted, 20 Hz-20 kHz)->100 dB, Frequency Response-20 Hz - 20 kHz, Input Sensitivity-1.23 Vrms (+4 dBu), Input Impedance->10 kΩ (balanced), >10 kΩ (unbalanced), Front Panel Indicators-Power, per channel Signal, per channel Protect/Limit, Controls- 4Ω/8Ω/70V Bridge Highpass On/100V Bridged Highpass on per channel pair. Size half RU.Mounting hardware included.	3
3	Digital Signal Processor	Supply, Installation, Testing & Commissioning of Open Architecture Digital Signal Processor with 4 Mic/Line Input with Phantom Power and 4 Line Outputs. GPIO Ports - 8x8 or better. AEC channels - 8 or more with 200ms tail length.Minimum 8x8 Dante channels and support for up to 64x64 Network audio channels via Dante /AES67 or similar protocol. SIP Softphone integration for Audio conferencing. USB-B & C port supporting AV USB Bridging for software or web-based conferencing applications emulating USB Audio (Speakerphone) and USB Video (Camera) driver. 24 bit-A/D-D/A converters or better, 48 kHz Sample rate or better, Input frequency response of 20 Hz to 20 kHz or better, Input dynamic range > 109 dB or better. RS232 Ports - 2 or more. The processor should support Network amplifiers without any additional cards or accessories. + AEC + Controller	4
4	Gooseneck Microphone for podium	SITC of pre-polarized condenser gooseneck microphone with an overall length of minimum 450 mm and with XLR3M-type connector at its base, which shall offer radio frequency interference (RFI) shielding against intermodulation from wireless equipment or devices, cardioid microphone capsule with uniform 120° angle of acceptance (-3dB) or better, frequency response of 50 Hz to 17,000 Hz or better and sound input levels handling capability of minimum 123 dBspl, nominal equivalent noise level of 29 Dba or better and output shall be low impedance balanced (<180 ohms) with current consumption shall be 3 mA or less ,SITC of table stand for connecting and operating XLR gooseneck microphones shall be rugged and unobtrusive with XLR-3F microphone input and an XLR-3M microphone output operating on 48 V phantom power or better	2
5	Wireless Handheld Microphone Set	Supply, Installation, Testing & Commissioning Digital wireless handheld Microphone with UHF transmission greatly enhances range, reliability and scalability of 56 MHz Bandwidth or more, will allow for up to 90 channels,dynamic performances with 120 dB transmitter dynamic range Lithium Ion battery pack delivers up to 12 hours of operation (up to 8 hours of operation with AA batteries) Transducer principle dynamic with Pick-	4

		up pattern cardioid, Sound pressure level 145 dB SPL, Transmit power max. 10 mW . OEM Should Have Minimum company -owned service centre	
6	Wireless lapel Microphone Set	Supply, Installation, Testing & Commissioning Digital wireless Lavalier Microphone with UHF transmission greatly enhances range, reliability and scalability/ of 56 MHz Bandwidth will allow for up to 90 channels having 120 dB transmitter dynamic range Lithium Ion battery pack delivers up to 12 hours of operation (up to 8 hours of operation with AA batteries Transducer principle pre-polarized condenser microphone, Pick-up pattern omni-directional, Max. SPL at 1 kHz 130 dB, Frequency response 70 to 18,000 Hz. OEM Should Have Minimum company -owned service centre	2
7	Ceiling Tile Microphone for Presenter	Supply, installation, testing & commissioning of Beam forming ceiling microphone tile with automatic dynamic beamforming technology, built in 15 or more microphone, lighting indications: yes, Dante: connectivity, PoE connectivity, built in capability to voice lift (local discussion), capability to up to 40 m ² area. The microphone array shall have a Dante™ interface with 1 x RJ-45 Ethernet Port for PoE power supply and data/control communication, same in Digital Dante Network Audio (RJ-45) redundant mode, Should have intelligent noise control / denoiser to remove unwanted noise with-in a room.	2
8	Ceiling Tile Microphone for Students	Supply, Installation, Testing and Commissioning of Ceiling microphone with dynamic Beamforming technology, The beam will automatically detect the position of the person speaking and will follow the person around the room at all times. It should have 2 x Dante digital audio (Redundancy) and Ethernet for Control and PoE connectivity ports. The coverage of the ceiling microphone should be min 800 square feet or more. It should have a voice lift (local discussion) feature to increase audio intelligibility above the ambient noise floor. It can be controlled through software that can control and monitor the microphone in any network. It should have min 95 dB SPL, and a minimum 75dBA or higher dynamic range. High-precision audio settings for maximum control, setting to exclude and prioritize the areas of the room. It should certified from Microsoft Teams and Zoom Video conferencing applications.	6
9	Mount for Ceiling Tile Microphone	Supply, Installation, Testing & Commissioning of Ceiling Surface mounting bracket to install ceiling tile microphone on close ceiling .	8
10	Left & Right Speakers	Supply, Installation, Testing & Commissioning of Powered Two-way active speaker. Transducers: LF-12-inch or better, HF-1.4-inch or better. Frequency Range - 50 Hz to 20 kHz or better, Nominal Coverage-75° x 40° or better, Maximum SPL - 128 dB peak or better, Amplifier - Class-D 2000W Peak or better. Controls and Indicators for Power, Gain, Signal, Limit etc. or more. XLR Mic/Line inputs and Outputs. Material - painted birch plywood / ABS or similar, Grille - Black powder coated metal or similar. Rigging Points for suspended installation. With OEM supplied mounts.	2
11	Center Speaker	Supply, Installation, Testing & Commissioning of Powered Two-way active speaker. Transducers: LF-12-inch or better, HF-1.4-inch or better. Frequency Range - 50 Hz to 20 kHz or better, Nominal Coverage-75° x 40° or better, Maximum SPL - 128 dB peak or better, Amplifier - Class-D 2000W Peak or better. Controls and Indicators for Power, Gain, Signal, Limit etc. or more. XLR Mic/Line inputs and Outputs. Material - painted birch plywood / ABS or similar, Grille - Black powder coated metal or similar. Rigging Points for suspended installation. With OEM supplied mounts.	1

12	Sub-Woofer	Supply, Installation, Testing & Commissioning of 18-inch Active subwoofer. Frequency Range (-10 dB) - 35 Hz - 111 Hz or better, Frequency Response (-6 dB) - 35 Hz - 110 Hz or better. Amplifier Module – Class-D, 3600W or better, Maximum Peak SPL-135 dB or better.	1
13	Digital Mixer	Supply, Installation, Testing & Commissioning of 16-channel mixing console that is suitable for a wide range of users and applications. The Mixer shall have 16 line inputs (8 mono, 4 stereo) and 10 microphone inputs with 48-volt phantom power and a high-pass filter for each channel. Two stereo outputs, one monitor output, four auxiliary (effects) sends, four group sends, and one headphone output shall be provided. One stereo bus, four group buses, and four auxiliary (effects) buses shall be provided. A digital effects processor with 24 high-quality effects shall be included to allow creative sound processing. The mixing console shall be equipped with a 24-bit/192-kHz 2-in/2-out USB digital audio interface. The mixing console shall be robust and built into an impact-resistant powder-coated metal chassis. The mixing console shall have an internal universal power supply. A rack mount kit shall be included.	1
14	HDMI Extender	Supply of HDMI HDBaseT Extender Pair Set with 3D and 4K2K (Ultra HD), HDCP and DVI compliant. Supports CEC bypass function. Supports HDBaseT Technology including 2-Way IR, RS-232 and Bi-directional Power over Cable (PoC). Supports HD resolutions up to 1080p@60 Hz/36-bit and Ultra HD (4K×2K). Supports transmission distance of up to 100 meters through CAT5e/6/7 cable (1080p) or 70 meters 4K@60, 8 bit 4:2:0, support audio formats - LPCM 7.1CH, Dolby TrueHD, Dolby Digital Plus and DTS-HD Master Audio, etc as required	4 Set
DISPLAY & PROJECTION SYSTEM			
15	Interactive Display 105 Inches with OPS	Supply of Interactive display of 105" Diagonal size,VA based panel technology, Brightness-400 nits,contrast -5000:1,Resolution 5k (5120 x 2160),Viewing angel-178x178,Aspect Ratio 21:9 Refresh rate-60 Hz,Technology-Infrared,Touch-40 points,Touch response time =5 ms,Anti glare thick toughened glass, OS- Andriod 14 or better ,Processor -octa core cortex (A76 x4+ A55 X4),GPU-Mali G610, RAM-8/16 GB ,Storage-128 GB or higher,Input-HDMI In x 3,DP x1, VGA x 1, USB Type A X3,USB type C x 1, USB type Bx3 ,HDMI out,wifi,Bluetooth 5.2, Audio x40 w,Power consumption-500 w with 1000 VA UPS ,ups and Ifp from same oem to avoide integration issue, ISO 9001, ISO 27001, ISO 45001	2
16	Interactive Display 98 Inches with OPS	Supply of Interactive display of Panel Size: 98-inch (approx. 2158.85 × 1214.35 mm active area)Resolution: 4K UHD (3840 × 2160 pixels)Backlight: DLED Brightness: ~450–500 nits (cd/m²)Contrast Ratio: Typical 1200:1 to 5000:1 (depending on model)Glass: 4mm or 7mm Tempered Glass with Anti-Glare/Anti-Scratch coatingViewing Angle: 178°Response Time: 5 ms to 8 msLifespan: 50,000 hours Touch Technology: Infrared (IR) multi-touch Touch Points: Up to 20 or 40-point touch (supports Windows/Android) Writing Accuracy: High-precision, zero-bonding technology for a natural writing experienceTools: Supports finger, stylus, or any opaque object (min. 2mm diameter) Built-in System (Android) & OPS (Windows) Built-in OS: Android 14.0 or higher CPU: Quad-core ARM Cortex RAM/ROM: 8GB RAM or higher + 128GB or higher Internal Storage OPS Module: Optional slot-in PC (Windows 11) typically includes: Processor: Intel Core i5/i7/i9 Memory/Storage: 8GB/16GB RAM, 128GB/256GB SSD ,Video Input: 3x HDMI 2.0, VGA, DP, Type-C,Video Output: 1x HDMI Out,USB Ports: USB 3.0, USB 2.0, Touch-USB Networking: Dual Band 2.4G/5G Wi-Fi 6, LAN (1000 Mbps) Bluetooth: Version 5.0/5.2,Speakers: Built-in 2x 20W or 40W+25W stereo speakers,Camera/Mic: Inbuilt 48MP AI Camera & 8-Array Microphone	1

		(on specific camera-enabled models)	
17	Active LED 165 inch	Supply Installation Testing and Commissioning of of bezel less active LED AIO (All in one)of size 165"or higher or above bezel less Diagonal or better having Pixel Pitch 1.9 mm or better ,Resolution-1920 x 1080 ,Brightness-800 nits,contrast ratio: 10000:1,Technology-COB/COS/Flipchip/Micro, Refresh Rate-3840Hz,color processing-16 bit,viewing angle-160 X160,Lifetime = 100000 hrs ,Average Power consumption-- 1.2 Kw, service access-front , Inbuilt Controller having - OS- Andriod 13, RAM-8 GB , Storage -64 GB,CPU--Octacore(4 x A76 + 4 X A55),Inbuilt 100 watt speaker, Input port - HDMI x 4, USB 2.0 x1, USB 3.0 x2, Audio In x 1, USB type C x1, USB type B Out X1, HDMI out x 1, Audio out x 2, RS232x1,RJ45 x2, OPS slot x1, OPS -optional (optional- having CPU-window based intel core I5-1240 P, RAM -16 GB, SSD-256 GB, HDMI In x 2, USB x2, PC interface 40 Pin)) , Touch Feature Optional having laser radar touch type ,Accessories- Remote , wall mounted bracket, Operational Hour-24 x7 , Inbilt Capability to show 4 Input on single screen ,dust proof ,mositure protection,scratch proof , easy to clean and maintain ,better heat disipation , MII, BIS , Brightness measurement tool minimum a luminance meter (which can provide direct brightness reading in cd/m ²) testing instrument for brightness measurement of offered LED screen. Offered brands should not be from countries sharing land border with India	1
18	Active LED 135 inch	Supply of bezel less active LED AIO (All in one)of size 135 " or higher Diagonal or better having Pixel Pitch 1.58 mm or better ,Resolution-1920 x 1080 ,Brightness-800 nits,contrast ratio: 10000:1,Technology-COB/COS/Flipchip/Micro, Refresh Rate-3840Hz,color processing-16 bit,viewing angle-160 X160,Lifetime = 100000 hrs ,Average Power consumption-- 0.5 Kw, service access-front , Inbuilt Controller having - OS- Andriod 13, RAM-8 GB , Storage -64 GB,CPU--Octacore(4 x A76 + 4 X A55),Inbuilt 100 watt speaker, Input port - HDMI x 4, USB 2.0 x1, USB 3.0 x2, Audio In x 1, USB type c x1 , USB type B out X1, HDMI out x 1, Audio out x 2, RS232x1,RJ45 x2, OPS slot x1, OPS -optional (optional- having CPU-window based intel core I5-1240 P, RAM -16 GB, SSD-256 GB, HDMI In x 2, USB x2, PC interface 40 Pin)) , Touch Feature Optional having laser radar touch type ,Accessories- Remote , wall mounted bracket, Operational Hour-24 x7 , Inbilt Capability to show 4 Input on single screen ,dust proof ,mositure protection,scratch proof , easy to clean and maintain ,better heat disipation , MII, BIS , Brightness measurement tool minimum a luminance meter (which can provide direct brightness reading in cd/m ²) testing instrument for brightness measurement of offered LED screen. They should provide details (Model No. & Date of Purchase) of the luminance meter available with them in India along with its latest calibration certificate..(Please note- Illuminance meters like LUX meter are not acceptable as they are not for measuring emitted light) Offered brands should not be from countries sharing land border with India	1
VIDEO,SWITCHING & INTERFACE SYSTEM			
19	Interactive Podium	Digital Interactive Podium in Metallic Frame and Wooden Top with 21.5 inch Full HD (Electromagnetic + Capacitive) Interactive Display with Electromagnetic Pen, with Motorized Tilting of the Interactive Panel, with provision to install Gooseneck Microphone, Interactive panel, Keyboard Tray and space to store AV equipment, Interactive display with full HD resolution of 1920x1080, Technology IPS LCD, Aspect ratio16:9, Brightness 250 cd/m ² , Contrast ratio1000:1, Pen Type shall be Pressure-sensitive and cordless. Top connectivity plate with HDMI, USB x 2 and Power socket for external Laptop connectivity, built-in 4 x 2 HDMI Matrix Switcher with 4K@60Hz (4:4:4, 8- bit) as well as support for 16-bit Deep Colour, HDR (High Dynamic Range), 3D contents, HD audio and other	2

		features defined by HDMI 2.0 specification and Audio De-embedder for internal connectivity.	
20	Tracking Camera for Presenter	Supply, Installation, Testing & Commissioning of AI based Full HD 1080p @ 60fps Presenter PTZ Tracking Camera with Dual Camera-one PTZ Camera for Presenter Tracking and second fixed lens Panoramic Camera. PTZ Presenter Camera should support min 12x Optical Zoom and 12x Digital Zoom with Panning range of +170 deg to - 170 deg and Tilt Range of -30 to +90 Degrees, Field of View for PTZ Camera should be min 72 Degree and for Panoramic Camera min. 100 Degree, camera should support simultaneous outputs through HDMI, USB 3.0 and IP with 1x Audio In and can be controlled via RS232 and IP. Should support multiple video streams with PIP. Tracking Camera should support Everywhere Tracking, Partition Tracking, Auto Framing & Gesture Control. Should support PoE and Virtual USB Driver.Camera can be controlled and managed through centralised software on network. Quoted model should be BIS, CE, Clickshare,FCC & RoHS Certified with Test Lab Reports.	2
21	Camera For Students	Supply, Installation, Testing & Commissioning of Full HD PTZ Camera supporting 1080p at 60 Frames per Second, minimum 12X Optical Zoom with FoV of minimum 70 degree and minimum 255 presets. Camera should support simultaneous outputs through HDMI, USB 3.0 & IP with Audio In and controllable via RS232/422 and IP. Panning angle -170° ~ +170° , Tilting angle -30° ~ +90. Camera should support SRT, PoE & should be compatible with Virtual USB Driver. Camera can be controlled and managed through centralised software on network. Quoted model should be BIS, Clickshare, CE, FCC & RoHS Certified with Test Lab Reports.	4
22	Voice Tracking Device	Video Mixer cum Processor which can enable Voice Tracking through Ceiling Tiles/Microphones via IP. The Processor should be capable of connecting minimum 8x Ceiling Tiles with 4x IP based PTZ Cameras for Quadview output and Auto Switching . The processor should have USB-C & HDMI Output. Quoted model should be BIS, CE, FCC & RoHS Certified with Test Lab Reports.	2
23	Recording Streaming Device	Supply, Installation, Testing & Commissioning of Recording, Streaming & Webcasting Hardware simultaneously, Built-in HDMI, 3G-SDI, IP & USB 3.0 Video Inputs with 1x Line In and 1x XLR Input, 2x HDMI Outputs, Can record upto any two inputs simultaneously in a single frame and as well as individual sources simultaneously. Should have minimum 2TB inbuilt storage and can be connected to local NAS storage. The system should be able to support minimum 3 unicast streams.The recorded files should have the option of time and date stamp. The device can be controlled and managed through centralised software on network.OEM should be CE, FCC & RoHS Certified	2
24	Rack with PDU	Supply, Installation Testing and Commissioning of Intelligent Rack 27 U	2
VIDEO CONFERENCE			
25	4K Video Conference Camera for Presenter	Supply, Installation, Testing & Commissioning of multi tracking camera supporting Voice and Speaker Tracking Camera with 4K @ 60fps, min 12X Optical Zoom & 8x Digital with Field of View of PTZ Camera should be min 81 Degree. The Camera should be able to track the voice upto min 8 meters with Automatic Auto Framing Mode when two individuals speak simultaneously. For Speaker Tracking, the camera should support Stage Tracking, Partition Tracking and Everywhere Tracking modes. The Panning range of camera should be min +170 deg to - 170 deg and Tilt Range of -30 to +90 Degrees. Camera should support simultaneous outputs through HDMI, USB 3.0 and IP and can be controlled via RS232/IP.	1

		Camera should support multiple video streams. The Camera should support PoE+ and Virtual USB Driver. Camera can be controlled and managed through centralised software on network. Quoted model should be BIS, CE, FCC & RoHS Certified with Test Lab Reports.	
26	Switcher	SITC of UHD+ 3x2 Matrix Switcher with USB Ethernet Hub, Input Port - 2 x HDMI, 1 x USB-C, Output Port - 2 x HDMI, 1 x Stereo Audio (3.5mm), Bi-directional Port - 2 x RS-232, 1 x RJ-45, Control I/O - 2 x USB 3.0 (Type A) with Service function (USB 1 only) - 1 x USB 3.0 (Type B), HDMI 2.0, HDCP Compliance - 2.X, Input Signal Types 4096x2160p@60 YUV 4:4:4, Output Signal Type 4096x2160p@60 YUV 4:4:4, LPCM 2.0 / 5.1 / 7.1 High Definition Bitstream, Supports auto-switch functionality with a "last memory" feature for both input ports and USB ports, Supports 4K HDR formats by HDR10, HLG and Dolby Vision.	2
CONTROL SYSTEM			
27	Touch Panel	Supply, Installation, Testing & Commissioning of Controller :- I Pad with Docking Station, table stand	4
28	Control System	Supply, Installation, Testing & Commissioning of Hardware or Software based control system with required ports to control the devices mentioned in BOQ with perpetual licenses to connect Wall/Table mount touch screen controllers and iOS and Windows devices as wireless touch controller.	2
29	USB Bridge	AV Bridge supporting 4K @60fps with simultaneous outputs through HDMI 2.0, USB Type C & USB Type A with Line Out & 3.5 mm, 1x Line In & 3.5 mm. The decoder should be capable to convert IP to USB 3.0. The decoder should support Video Decoding Formats of H.264/HEVC with in-built AES128 encryption and NDI HX3 / NDI HX2 / RTSP, PoE+	2
30	Network Switch	Supply, Installation, Testing & Commissioning of 48 port L3 Gigabit switch	4
CABLE, CONNECTORS, ACCESSORIES			
31	HDMI Cables 10 feet	Supply, Installation, Testing & Commissioning of 18Gbps 10-foot HDMI Cable.	12
32	HDMI Cables 6 feet	Supply, Installation, Testing & Commissioning of 18Gbps 6-foot HDMI Cable.	20
33	Microphone Cable	Supply, Installation, Testing & Commissioning of 2 core shielded balanced microphone cable.	550
34	CAT6 Cables	Supply, Installation, Testing & Commissioning of Cat6 Cable for AV Network connectivity.	860
35	Speaker Cable	Supply, Installation, Testing & Commissioning of 2.5 Sqmm speaker cable	150
36	USB-A-B Cables	Supply, Installation, Testing & Commissioning of 6" Hight speed USB A-B 3.0 Cables	6

Section IX - Technical Specifications

The detailed specifications for the required solution is given room-wise (NKN-G, NKN-1, NKN-2, Malaviya Sabhagar and Neeti Sabhagaar)

Upgrade of Rooms NKN-G, NKN-1 & NKN-2

Sr No.	Item Name	Specification	Qty. Per Room	Unit
1	Ceiling Speaker	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of 2-way, Ceiling-mount loudspeaker. Frequency range - 65 Hz to 20 kHz, Rated RMS Power - 30Watts or better, Sensitivity-89 dB SPL or better, Coverage Angle-110° conical or better, Maximum SPL Continuous/Peak-104dB/110dB or better, Rated Impedance - 8 Ohms. Transformer Tapping - 70V/100V(30, 15, 7.5watts) or better. Transducer - LF - 6.5-inch or better, HF- .86-inch or better coaxially mounted with LF, Material - Painted ABS polymer Baffle and Power coated steel grille or better. Safety rating - UL1480, UL2043. Mounting rails and C-Ring for ceiling tile included. 	8	Nos.
2	Digital Signal Processor	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of Open Architecture Digital Signal Processor with 4 Mic/Line Input with Phantom Power and 4 Line Outputs. GPIO Ports - 8x8 or better. AEC channels - 8 or more with 200ms tail length. Minimum 8x8 Dante channels and support for up to 64x64 Network audio channels via Dante /AES67 or similar protocol. SIP Softphone integration for Audio conferencing. USB-B & C port supporting AV USB Bridging for software or web-based conferencing applications emulating USB Audio (Speakerphone) and USB Video (Camera) driver. 24 bit-A/D-D/A converters or better, 48 kHz Sample rate or better, Input frequency response of 20 Hz to 20 kHz or better, Input dynamic range > 109 dB or better. RS232 Ports - 2 or more. The processor should support Network amplifiers without any additional cards or accessories. + AEC + Controller 	1	Nos.
3	Ceiling Tile Microphone for Students	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing and Commissioning of Ceiling microphone with dynamic Beamforming technology, The beam will automatically detect the position of the person speaking and will follow the person around the room at all times. It should have 2 x Dante digital audio (Redundancy) and Ethernet for Control and PoE connectivity ports. The coverage of the ceiling microphone should be min 800 square feet or more. It should have a voice lift (local discussion) feature to increase audio intelligibility above the ambient noise floor. It can be controlled through software that can control and monitor the microphone in any network. It should have min 95 dB SPL, and a minimum 75dBA or higher dynamic range. High-precision audio settings for maximum control, setting to exclude and prioritize the areas of the room. It should certified from Microsoft Teams and Zoom Video conferencing applications. 	3	Nos.

4	Ceiling Tile Microphone for Presenter	<ul style="list-style-type: none"> ➤ Supply, installation, testing & commissioning of Beam forming ceiling microphone tile with automatic dynamic beamforming technology, built in 15 or more microphone, lighting indications: yes, Dante: connectivity, PoE connectivity, built in capability to voice lift (local discussion), capability to up to 40 m²area. The microphone array shall have a Dante™ interface with 1 x RJ-45 Ethernet Port for PoE power supply and data/control communication, same in Digital Dante Network Audio (RJ-45) redundant mode, Should have intelligent noise control / denoiser to remove unwanted noise with-in a room. 	1	Nos
5	Mount for Ceiling Tile Microphone	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of Ceiling Surface mounting bracket to install ceiling tile microphone on close ceiling . 	4	Nos
6	Interactive Display 105 inch with OPS	<ul style="list-style-type: none"> ➤ Supply of Interactive display of 105" Diagonal size,VA based panel technology, Brightness-400 nits,contrast -5000:1,Resolution 5k (5120 x 2160),Viewing angel-178x178,Aspect Ratio 21:9 Refresh rate-60 Hz,Technology-Infrared,Touch-40 points,Touch response time =5 ms,Anti glare thick toughened glass, OS- Andriod 14 or better ,Processor -octa core cortex (A76 x4+ A55 X4),GPU-Mali G610, RAM-8 GB or higher ,Storage-128 GB or higher,Input-HDMI In x 3,DP x1, VGA x 1, USB Type A X3,USB type C x 1, USB type Bx3 ,HDMI out,wifi,Bluetooth 5.2, Audio x40 w,Power consumption-500 w with 1000 VA UPS ,ups and Ifp from same oem to avoide integration issue, ISO 9001, ISO 27001, ISO 45001 	1	Nos.
7	Amplifier	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of Dual channel class-D amplifier with 60 watts/channel into Low-Z loads.4 channels can also be bridged in pairs, each pair providing up to 100 watts rms into 4 /8 ohms or 125 watts rms into 70V/100V. Signal to Noise (A weighted, 20 Hz-20 kHz)->100 dB, Frequency Response-20 Hz - 20 kHz, Input Sensitivity-1.23 Vrms (+4 dBu), Input Impedance->10 kΩ (balanced), >10 kΩ (unbalanced), Front Panel Indicators-Power, per channel Signal, per channel Protect/Limit, Controls-4Ω/8Ω/70V Bridge Highpass On/100V Bridged Highpass on per channel pair. Size half RU.Mounting hardware included. 	1	Nos.
8	Tracking Camera for Presenter	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of AI based Full HD 1080p @ 60fps Presenter PTZ Tracking Camera with Dual Camera-one PTZ Camera for Presenter Tracking and seco nd fixed lens Panoramic Camera. PTZ Presenter Camera should support min 12x Optical Zoom and 12x Digital Zoom with Panning range of +170 deg to - 170 deg and Tilt Range of -30 to +90 Degrees, Field of View for PTZ Camera should be min 72 Degree and for Panoramic Camera min. 100 Degree, camera should support simultaneous outputs through HDMI, USB 3.0 and IP with 1x Audio In and can be controlled via RS232 and IP. Should support multiple 	1 set	Nos

		video streams with PIP. Tracking Camera should support Everywhere Tracking, Partition Tracking, Auto Framing & Gesture Control. Should support PoE and Virtual USB Driver. Camera can be controlled and managed through centralised software on network. Quoted model should be BIS, CE, Clickshare, FCC & RoHS Certified with Test Lab Reports.		
9	Camera For Students	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of Full HD PTZ Camera supporting 1080p at 60 Frames per Second, minimum 12X Optical Zoom with FoV of minimum 70 degree and minimum 255 presets. Camera should support simultaneous outputs through HDMI, USB 3.0 & IP with Audio In and controllable via RS232/422 and IP. Panning angle -170° ~ +170° , Tilting angle -30° ~ +90. Camera should support SRT, PoE & should be compatible with Virtual USB Driver. Camera can be controlled and managed through centralised software on network. Quoted model should be BIS, Clickshare, CE, FCC & RoHS Certified with Test Lab Reports. 	2	Nos
10	Recording Streaming Device	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of Recording, Streaming & Webcasting Hardware simultaneously, Built-in HDMI, 3G-SDI, IP & USB 3.0 Video Inputs with 1x Line In and 1x XLR Input, 2x HDMI Outputs, Can record upto any two inputs simultaneously in a single frame and as well as individual sources simultaneously. Should have minimum 2TB inbuilt storage and can be connected to local NAS storage. The system should be able to support minimum 3 unicast streams. The recorded files should have the option of time and date stamp. The device can be controlled and managed through centralised software on network. OEM should be CE, FCC & RoHS Certified 	1	Nos
11	Voice Tracking Device	<ul style="list-style-type: none"> ➤ Video Mixer cum Processor which can enable Voice Tracking through Ceiling Tiles/Microphones via IP. The Processor should be capable of connecting minimum 8x Ceiling Tiles with 4x IP based PTZ Cameras for Quadview output and Auto Switching . The processor should have USB-C & HDMI Output. Quoted model should be BIS, CE, FCC & RoHS Certified with Test Lab Reports. 	1	Nos
12	USB Bridge	<ul style="list-style-type: none"> ➤ AV Bridge supporting 4K @60fps with simultaneous outputs through HDMI 2.0, USB Type C & USB Type A with Line Out & 3.5 mm, 1x Line In & 3.5 mm. The decoder should be capable to convert IP to USB 3.0. The decoder should support Video Decoding Formats of H.264/HEVC with in-built AES128 encryption and NDI HX3 / NDI HX2 / RTSP, PoE+ 	1	Nos
13	Touch Controller	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of Controller :- I Pad with Docking Station 	1	Nos
14	Network Switch	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of 24port L3 Gigabit switch 	1	Nos

15	Microphone Cable	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of 2 core shielded balanced microphone cable. 	100	Nos
16	CAT6 Cables	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of Cat6 Cable for AV Network connectivity. 	370	Nos
17	USB-A-B Cables	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of 6" High speed USB A-B 3.0 Cables 	2	Nos
18	HDMI Cables	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of 18Gbps 10-foot HDMI Cable. ➤ Supply, Installation, Testing & Commissioning of 18Gbps 6-foot HDMI Cable. 	2 6	Nos

Upgrade of Room NKN-1

Sr No.	Item Name	Specification	Qty	Unit
1	Interactive Display 98 inch with OPS	<p>➤ Supply of Interactive display of Panel Size: 98-inch (approx. 2158.85 × 1214.35 mm active area) Resolution: 4K UHD (3840 × 2160 pixels) Backlight: DLED Brightness: ~450–500 nits (cd/m²) Contrast Ratio: Typical 1200:1 to 5000:1 (depending on model) Glass: 4mm or 7mm Tempered Glass with Anti-Glare/Anti-Scratch coating Viewing Angle: 178° Response Time: 5 ms to 8 ms Lifespan: 50,000 hours Touch Technology: Infrared (IR) multi-touch Touch Points: Up to 20 or 40-point touch (supports Windows/Android) Writing Accuracy: High-precision, zero-bonding technology for a natural writing experience Tools: Supports finger, stylus, or any opaque object (min. 2mm diameter) Built-in System (Android) & OPS (Windows)</p> <p>Built-in OS: Android 14.0 or higher CPU: Quad-core ARM Cortex RAM/ROM: 8GB RAM or higher + 128GB or higher Internal Storage OPS Module: Optional slot-in PC (Windows 11) typically includes: Processor: Intel Core i5/i7/i9 Memory/Storage: 8GB/16GB RAM, 128GB/256GB SSD, Video Input: 3x HDMI 2.0, VGA, DP, Type-C, Video Output: 1x HDMI Out, USB Ports: USB 3.0, USB 2.0, Touch-USB Networking: Dual Band 2.4G/5G Wi-Fi 6, LAN (1000 Mbps) Bluetooth: Version 5.0/5.2, Speakers: Built-in 2x 20W or 40W+25W stereo speakers, Camera/Mic: Inbuilt 48MP AI Camera & 8-Array Microphone (on specific camera-enabled models)</p>	1	1

Upgrade of Malaviya Sabhagar

Sr No.	Item Name	Specification	Qty
1	Ceiling Speakers	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of 2-way, Ceiling-mount loudspeaker. Frequency range - 70 Hz to 20 kHz, Rated RMS Power - 30Watts or better, Sensitivity-88 dB SPL or better, Coverage Angle-110° conical or better, Maximum SPL Continuous/Peak-104dB/110dB or better, Rated Impedance - 8 Ohms. Transformer Tapping - 70V/100V(30, 15, 7.5watts) or Similar. Transducer - LF - 6.5-inch or better, HF- .80-inch or better coaxially mounted with LF, Material - Painted ABS polymer Baffle / Metal backcan and Power / Zinc coated metal grille or better. Safety rating - UL1480, UL2043. Mounting rails and C-Ring for ceiling tile included. 	8
2	Amplifier for Ceiling Speakers	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of Quad channel Amplifier. Circuitry - Class-D or better. Per Channel Power @ 4, 8 Ohms - 60 watts or better.&)V and 100V Support. Signal to Noise - >100 dB or better, Frequency Response-20 Hz - 20 kHz, Input Sensitivity-1.23 Vrms (+4 dBu), Input Impedance->10 kΩ (balanced), >10 kΩ (unbalanced), Front Panel Indicators for-Power, per channel Signal, per channel Protect/Limit, Controls-4Ω/8Ω/70V Bridge Highpass On/100V Bridged Highpass on per channel pair. Size half RU.Mounting hardware should be included. Better to have energy star rating for power saving. 	1
3	Digital Signal Processor	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of Open Architecture Digital Signal Processor with 4 Mic/Line Input with Phantom Power and 4 Line Outputs. GPIO Ports - 8x8 or better. AEC channels - 8 or more with 200ms tail length.Minimum 8x8 Dante channels and support for up to 64x64 Network audio channels via Dante /AES67 or similar protocol. SIP Softphone integration for Audio conferencing. USB-B & C port supporting AV USB Bridging for software or web-based conferencing applications emulating USB Audio (Speakerphone) and USB Video (Camera) driver. 24 bit-A/D-D/A converters or better, 48 kHz Sample rate or better, Input frequency response of 20 Hz to 20 kHz or better, Input dynamic range > 109 dB or better. RS232 Ports - 2 or more. The processor should support Network amplifiers without any additional cards or accessories. + AEC + Controller 	1
4	Gooseneck Microphone for podium	<ul style="list-style-type: none"> ➤ SITC of pre-polarized condenser gooseneck microphone with an overall length of minimum 450 mm and with XLR3M-type connector at its base, which shall offer radio frequency interference (RFI) shielding against intermodulation from wireless equipment or devices, cardioid microphone capsule with uniform 120° angle of acceptance (-3dB) or better, frequency response of 50 Hz to 17,000 Hz or better and sound input levels handling capability of minimum 123 dBspl, nominal equivalent noise level of 29 DbA or better and output shall be low impedance balanced (<180 ohms) with current consumption shall be 3 mA or less ,SITC of table stand for connecting and operating XLR gooseneck microphones shall be rugged and unobtrusive with XLR-3F microphone input and an XLR-3M microphone output operating on 48 V phantom power or better 	1

5	Wireless Handheld Microphone Set	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning Digital wireless handheld Microphone with UHF transmission greatly enhances range, reliability and scalability of 56 MHz Bandwidth or more, will allow for up to 90 channels,dynamic performances with 120 dB transmitter dynamic range Lithium Ion battery pack delivers up to 12 hours of operation (up to 8 hours of operation with AA batteries) Transducer principle dynamic with Pick-up pattern cardioid, Sound pressure level 145 dB SPL, Transmit power max. 10 mW . OEM Should Have Minimum company -owned service centre 	2
6	Wireless lapel Microphone Set	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning Digital wireless Lavalier Microphone with UHF transmission greatly enhances range, reliability and scalability/ of 56 MHz Bandwidth will allow for up to 90 channels having 120 dB transmitter dynamic range Lithium Ion battery pack delivers up to 12 hours of operation (up to 8 hours of operation with AA batteries Transducer principle pre-polarized condenser microphone, Pick-up pattern omni-directional, Max. SPL at 1 kHz 130 dB, Frequency response 70 to 18,000 Hz. OEM Should Have Minimum company -owned service centre 	1
7	Switcher	<ul style="list-style-type: none"> ➤ SITC of UHD+ 3x2 Matrix Switcher with USB Ethernet Hub, Input Port - 2 x HDMI, 1 x USB-C, Output Port - 2 x HDMI, 1 x Stereo Audio (3.5mm), Bi-directional Port - 2 x RS-232, 1 x RJ-45, Control I/O - 2 x USB 3.0 (Type A) with Service function (USB 1 only) - 1 x USB 3.0 (Type B), HDMI 2.0, HDCP Compliance - 2.X, Input Signal Types 4096x2160p@60 YUV 4:4:4, Output Signal Type 4096x2160p@60 YUV 4:4:4, LPCM 2.0 / 5.1 / 7.1 High Definition Bitstream, Supports auto-switch functionality with a “last memory” feature for both input ports and USB ports, Supports 4K HDR formats by HDR10, HLG and Dolby Vision. 	1
8	Active LED 135 inch	<ul style="list-style-type: none"> ➤ Supply of bezel less active LED AIO (All in one)of size 135 " or higher Diagonal or better having Pixel Pitch 1.58 mm or better ,Resolution-1920 x 1080 ,Brightness-800 nits,contrast ratio: 10000:1,Technology-COB/COS/Flipchip/Micro, Refresh Rate-3840Hz,color processing-16 bit,viewing angle-160 X160,Lifetime = 100000 hrs ,Average Power consumption-- 0.5 Kw, service access-front , Inbuilt Controller having -OS- Andriod 13, RAM-8 GB , Storage -64 GB,CPU--Octacore(4 x A76 + 4 X A55),Inbuilt 100 watt speaker, Input port - HDMI x 4, USB 2.0 x1, USB 3.0 x2, Audio In x 1, USB type c x1 , USB type B out X1, HDMI out x 1, Audio out x 2, RS232x1,RJ45 x2, OPS slot x1, OPS -optional (optional- having CPU-window based intel core I5-1240 P, RAM -16 GB, SSD-256 GB, HDMI In x 2, USB x2, PC interface 40 Pin)) , Touch Feature Optional having laser radar touch type ,Accessories- Remote , wall mounted bracket, Operational Hour-24 x7 , Inbilt Capability to show 4 Input on single screen ,dust proof ,mositure protection,scratch proof , easy to clean and maintain ,better heat disipation , MII, BIS , Brightness measurement tool minimum a luminance meter (which can provide direct brightness reading in cd/m²) testing instrument for brightness measurement of offered LED screen. They should provide details (Model No. & Date of Purchase) of the luminance meter available with them in India along with its latest calibration certificate..(Please note- Illuminance meters like LUX meter are not acceptable as they are not for measuring emitted light) Offered brands should not be from countries sharing land border with India 	1

9	Interactive Podium	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of Digital Interactive Podium in Metallic Frame and Wooden Top with 21.5 inch Full HD (Electromagnetic + Capacitive) Interactive Display with Electromagnetic Pen, with Motorized Tilting of the Interactive Panel, with provision to install Gooseneck Microphone, Interactive panel, Keyboard Tray and space to store AV equipment, Interactive display with full HD resolution of 1920x1080, Technology IPS LCD, Aspect ratio 16:9, Brightness 250 cd/m2, Contrast ratio 1000:1, Pen Type shall be Pressure-sensitive and cordless. Top connectivity plate with HDMI, USB x 2 and Power socket for external Laptop connectivity, built-in 4 x 2 HDMI Matrix Switcher with 4K@60Hz (4:4:4, 8-bit) as well as support for 16-bit Deep Colour, HDR (High Dynamic Range), 3D contents, HD audio and other features defined by HDMI 2.0 specification and Audio De-embedder for internal connectivity. 	1
10	HDMI Extender	<ul style="list-style-type: none"> ➤ Supply of HDMI HDBaseT Extender Pair Set with 3D and 4K2K (Ultra HD), HDCP and DVI compliant. Supports CEC bypass function. Supports HDBaseT Technology including 2-Way IR, RS-232 and Bi-directional Power over Cable (PoC). Supports HD resolutions up to 1080p@60 Hz/36-bit and Ultra HD (4Kx2K). Supports transmission distance of up to 100 meters through CAT5e/6/7 cable (1080p) or 70 meters 4K@60, 8 bit 4:2:0, support audio formats - LPCM 7.1CH, Dolby TrueHD, Dolby Digital Plus and DTS-HD Master Audio, etc as required 	1 Set
11	Rack with PDU	<ul style="list-style-type: none"> ➤ Supply, Installation Testing and Commissioning of Intelligent Rack 24U with PDU 	1
12	4K Video Conference Camera for Presenter	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of multi tracking camera supporting Voice and Speaker Tracking Camera with 4K @ 60fps, min 12X Optical Zoom & 8x Digital with Field of View of PTZ Camera should be min 81 Degree. The Camera should be able to track the voice upto min 8 meters with Automatic Auto Framing Mode when two individuals speak simultaneously. For Speaker Tracking, the camera should support Stage Tracking, Partition Tracking and Everywhere Tracking modes. The Panning range of camera should be min +170 deg to - 170 deg and Tilt Range of -30 to +90 Degrees. Camera should support simultaneous outputs through HDMI, USB 3.0 and IP and can be controlled via RS232/IP. Camera should support multiple video streams. The Camera should support PoE+ and Virtual USB Driver. Camera can be controlled and managed through centralised software on network. Quoted model should be BIS, CE, FCC & RoHS Certified with Test Lab Reports. 	1
13	Control System	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of Hardware or Software based control system with required ports to control the devices mentioned in BOQ with perpetual licenses to connect Wall/Table mount touch screen controllers and iOS and Windows devices as wireless touch controller. 	1
14	Touch Panel	<ul style="list-style-type: none"> ➤ Smart I pad Tablet with Docking Station (station should be capable of connecting to Apple devices) 	1

15	Network Switch	➤ Supply, Installation, Testing & Commissioning of 24 port L3 Gigabit	1
16	HDMI Cables	Supply, Installation, Testing & Commissioning of 18Gbps 10-foot HDMI Cable.	4
17	HDMI Cables	Supply, Installation, Testing & Commissioning of 18Gbps 6-foot HDMI Cable.	5
18	Speaker Cable	Supply, Installation, Testing & Commissioning of 2.5 Sqmm speaker cable	150
19	Microphone Cable	Supply, Installation, Testing & Commissioning of 2 core shielded balanced microphone cable.	10
20	CAT6 Cables	Supply, Installation, Testing & Commissioning of Cat6 Cable for AV Network connectivity.	60
21	USB-A-B Cables	Supply, Installation, Testing & Commissioning of 6" Hight speed USB A-B 3.0 Cables	1

Upgrade of Neeti Sabhagar

Sr No.	Item Name	Specification	Qty
1	Left & Right Speakers	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of Powered Two-way active speaker. Transducers: LF-12-inch or better, HF-1.4-inch or better. Frequency Range - 50 Hz to 20 kHz or better, Nominal Coverage-75° x 40° or better, Maximum SPL - 128 dB peak or better, Amplifier - Class-D 2000W Peak or better. Controls and Indicators for Power, Gain, Signal, Limit etc. or more. XLR Mic/Line inputs and Outputs. Material - painted birch plywood / ABS or similar, Grille - Black powder coated metal or similar. Rigging Points for suspended installation. With OEM supplied mounts. 	2
2	Center Speaker	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of Powered Two-way active speaker. Transducers: LF-12-inch or better, HF-1.4-inch or better. Frequency Range - 50 Hz to 20 kHz or better, Nominal Coverage-75° x 40° or better, Maximum SPL - 128 dB peak or better, Amplifier - Class-D 2000W Peak or better. Controls and Indicators for Power, Gain, Signal, Limit etc. or more. XLR Mic/Line inputs and Outputs. Material - painted birch plywood / ABS or similar, Grille - Black powder coated metal or similar. Rigging Points for suspended installation. With OEM supplied mounts. 	1
3	Sub-Woofer	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of 18-inch Active subwoofer. Frequency Range (-10 dB) - 35 Hz - 111 Hz or better, Frequency Response (-6 dB) - 35 Hz - 110 Hz or better. Amplifier Module – Class-D, 3600W or better, Maximum Peak SPL-135 dB or better. 	1
4	Digital Signal Processor	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of Open Architecture Digital Signal Processor with 4 Mic/Line Input with Phantom Power and 4 Line Outputs. GPIO Ports - 8x8 or better. AEC channels - 8 or more with 200ms tail length. Minimum 8x8 Dante channels and support for up to 64x64 Network audio channels via Dante /AES67 or similar protocol. SIP Softphone integration for Audio conferencing. USB-B & C port supporting AV USB Bridging for software or web-based conferencing applications emulating USB Audio (Speakerphone) and USB Video (Camera) driver. 24 bit-A/D-D/A converters or better, 48 kHz Sample rate or better, Input frequency response of 20 Hz to 20 kHz or better, Input dynamic range > 109 dB or better. RS232 Ports - 2 or more. The processor should support Network amplifiers without any additional cards or accessories. + AEC + Controller 	1
5	Digital Mixer	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of 16-channel mixing console that is suitable for a wide range of users and applications. The Mixer shall have 16 line inputs (8 mono, 4 stereo) and 10 microphone inputs with 48-volt phantom power and a high-pass filter for each channel. Two stereo outputs, one monitor output, four auxiliary (effects) sends, four group sends, and one headphone output shall be provided. One stereo bus, four group buses, and four auxiliary (effects) buses shall be provided. A digital effects processor with 24 high-quality effects shall be included to allow creative sound processing. The mixing console shall be equipped with a 24-bit/192- 	1

		kHz 2-in/2-out USB digital audio interface.The mixing console shall be robust and built into an impact-resistant powder-coated metal chassis. The mixing console shall have an internal universal power supply.A rack mount kit shall be included.	
6	Gooseneck Microphone for podium	<ul style="list-style-type: none"> ➤ SITC of pre-polarized condenser gooseneck microphone with an overall length of minimum 450 mm and with XLR3M-type connector at its base, which shall offer radio frequency interference (RFI) shielding against intermodulation from wireless equipment or devices, cardioid microphone capsule with uniform 120° angle of acceptance (-3dB) or better, frequency response of 50 Hz to 17,000 Hz or better and sound input levels handling capability of minimum 123 dBspl, nominal equivalent noise level of 29 Dba or better and output shall be low impedance balanced (<180 ohms) with current consumption shall be 3 mA or less ,SITC of table stand for connecting and operating XLR gooseneck microphones shall be rugged and unobtrusive with XLR-3F microphone input and an XLR-3M microphone output operating on 48 V phantom power or better 	1
7	Wireless Handheld Microphone Set	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning Digital wireless handheld Microphone with UHF transmission greatly enhances range, reliability and scalability of 56 MHz Bandwidth or more, will allow for up to 90 channels,dynamic performances with 120 dB transmitter dynamic range Lithium Ion battery pack delivers up to 12 hours of operation (up to 8 hours of operation with AA batteries) Transducer principle dynamic with Pick-up pattern cardioid, Sound pressure level 145 dB SPL, Transmit power max. 10 mW . OEM Should Have Minimum company -owned service centre 	2
8	Wireless lapel Microphone Set	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning Digital wireless Lavalier Microphone with UHF transmission greatly enhances range, reliability and scalability/ of 56 MHz Bandwidth will allow for up to 90 channels having 120 dB transmitter dynamic range Lithium Ion battery pack delivers up to 12 hours of operation (up to 8 hours of operation with AA batteries Transducer principle pre-polarized condenser microphone, Pick-up pattern omni-directional, Max. SPL at 1 kHz 130 dB, Frequency response 70 to 18,000 Hz. OEM Should Have Minimum company -owned service centre 	1
9	Switcher	<ul style="list-style-type: none"> ➤ SITC of UHD+ 3x2 Matrix Switcher with USB Ethernet Hub, Input Port - 2 x HDMI, 1 x USB-C, Output Port - 2 x HDMI, 1 x Stereo Audio (3.5mm), Bi-directional Port - 2 x RS-232, 1 x RJ-45, Control I/O - 2 x USB 3.0 (Type A) with Service function (USB 1 only) - 1 x USB 3.0 (Type B), HDMI 2.0, HDCP Compliance - 2.X, Input Signal Types 4096x2160p@60 YUV 4:4:4, Output Signal Type 4096x2160p@60 YUV 4:4:4, LPCM 2.0 / 5.1 / 7.1 High Definition Bitstream, Supports auto-switch functionality with a “last memory” feature for both input ports and USB ports, Supports 4K HDR formats by HDR10, HLG and Dolby Vision. 	1
10	Active LED 165 inch	<ul style="list-style-type: none"> ➤ Supply Installation Testing and Commissioning of of bezel less active LED AIO (All in one)of size 165" or higher or above bezel less Diagonal or better having Pixel Pitch 1.9 mm or better ,Resolution-1920 x 1080 ,Brightness-800 nits,contrast ratio: 10000:1,Technology-COB/COS/Flipchip/Micro, Refresh Rate-3840Hz,color processing-16 bit,viewing angle-160 X160,Lifetime = 	1

		<p>100000 hrs ,Average Power consumption-- 1.2 Kw, service access-front , Inbuilt Controller having -OS- Andriod 13, RAM-8 GB , Storage -64 GB,CPU--Octacore(4 x A76 + 4 X A55),Inbuilt 100 watt speaker, Input port - HDMI x 4, USB 2.0 x1, USB 3.0 x2, Audio In x 1, USB type C x1, USB type B Out X1, HDMI out x 1, Audio out x 2, RS232x1,RJ45 x2, OPS slot x1, OPS -optional (optional- having CPU-window based intel core I5-1240 P, RAM - 16 GB, SSD-256 GB, HDMI In x 2, USB x2, PC interface 40 Pin)) , Touch Feature Optional having laser radar touch type ,Accessories- Remote , wall mounted bracket, Operational Hour-24 x7 , Inbilt Capability to show 4 Input on single screen ,dust proof ,mositure protection,scratch proof , easy to clean and maintain ,better heat disipation , MII, BIS , Brightness measurement tool minimum a luminance meter (which can provide direct brightness reading in cd/m²) testing instrument for brightness measurement of offered LED screen. Offered brands should not be from countries sharing land border with India</p>	
11	Interactive Podium	<ul style="list-style-type: none"> ➤ Digital Interactive Podium in Metallic Frame and Wooden Top with 21.5 inch Full HD (Electromagnetic + Capacitive) Interactive Display with Electromagnetic Pen, with Motorized Tilting of the Interactive Panel, with provision to install Gooseneck Microphone, Interactive panel, Keyboard Tray and space to store AV equipment, Interactive display with full HD resolution of 1920x1080, Technology IPS LCD, Aspect ratio16:9, Brightness 250 cd/m², Contrast ratio1000:1, Pen Type shall be Pressure-sensitive and cordless. Top connectivity plate with HDMI, USB x 2 and Power socket for external Laptop connectivity, built-in 4 x 2 HDMI Matrix Switcher with 4K@60Hz (4:4:4, 8- bit) as well as support for 16-bit Deep Colour, HDR (High Dynamic Range), 3D contents, HD audio and other features defined by HDMI 2.0 specification and Audio De-embedder for internal connectivity. 	1
12	HDMI Extender	<ul style="list-style-type: none"> ➤ Supply of HDMI HDBaseT Extender Pair Set with 3D and 4K2K (Ultra HD), HDCP and DVI complant. Supports CEC bypass function. Supports HDBaseT Technology including 2-Way IR, RS-232 and Bi-directional Power over Cable (PoC). Supports HD resolutions up to 1080p@60 Hz/36-bit and Ultra HD (4K×2K). Supports transmission distance of up to 100 meters through CAT5e/6/7 cable (1080p) or 70 meters 4K@60, 8 bit 4:2:0, support audio formats - LPCM 7.1CH, Dolby TrueHD, Dolby Digital Plus and DTS-HD Master Audio, etc as required 	1 Set
13	Rack with PDU	<ul style="list-style-type: none"> ➤ Supply, Installation Testing and Commissioning of Intelligent Rack 24 U with PDU. 	1
14	Control System	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of Hardware or Software based control system with required ports to control the devices mentioned in BOQ with perpetual licenses to connect Wall/Table mount touch screen controllers and iOS and Windows devices as wireless touch controller. 	1
15	Touch Panel	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of Controller :- I Pad with Docking Station, table stand 	1
16	Network Switch	<ul style="list-style-type: none"> ➤ Supply, Installation, Testing & Commissioning of 24 port L3 Gigabit Switch. 	1

17	HDMI Cables	➤ Supply, Installation, Testing & Commissioning of 18Gbps 10-foot HDMI Cable.	3
18	HDMI Cables	➤ Supply, Installation, Testing & Commissioning of 18Gbps 6-foot HDMI Cable.	5
19	Speaker Cable	➤ Supply, Installation, Testing & Commissioning of 2.5 Sqmm speaker cable	150
20	Microphone Cable	➤ Supply, Installation, Testing & Commissioning of 2 core shielded balanced microphone cable.	300
21	CAT6 Cables	➤ Supply, Installation, Testing & Commissioning of Cat6 Cable for AV Network connectivity .	60
22	USB-A-B Cables	➤ Supply, Installation, Testing & Commissioning of 6" Hight speed USB A-B 3.0 Cables	1

Section X - Sample Forms

SI	Format Number	Format Name
	Annexure 1	Manufacturers' Authorization Form
	Annexure 2	Performance Bank Guarantee
	Annexure 3	After Sale Service Certificate
	Annexure 4	Declaration Regarding Non-Banning
	Annexure 5	No Deviation Certificate
	Annexure 6	Self-Certificate for Proven-ness
	Annexure 7	Lowest Price Certificate
	Annexure 8	Quality Certificate
	Annexure 9	Letter of Bid
	Annexure 10	Declaration of Local Content
	Annexure 11	Integrity Pact
	Annexure 12	Declaration of Land Border Clause
	Annexure 13	Similar Work Experience Criteria
	Annexure 14	Declaration Sheet
	Annexure 15	Bidders Information
	Annexure 16	Service Level Agreement
	Annexure 17	Warranty Terms and Conditions
	Annexure 18	Acceptance Protocol
	Annexure 19	PPP MII Certificate by Bidder

DECLARATION OF LOCAL CONTENT

MANUFACTURERS' AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer. It should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date : [.....]

Tender No. : [.....]

To : [.....]

WHEREAS

We [.....], who are official manufacturers of [.....], having factories at [.....], do hereby authorize [.....]to submit a bid the purpose of which is to provide the following Goods, manufactured by us [.....].

As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.

We are committed to communicating important milestones throughout the EOL period, including the initial EOL notification, the LOD for a product, End of Support (“EOS”) milestone dates, as well as other key information found in(OEM)EOL Policy at.....

Signed: [.....]

Name: [.....]

Duly authorized to sign this Authorization on behalf of: [.....]

Dated on _____ days of _____, _____ [.....]

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

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 5% of P.O. Value i.e. Rs.

(Rs.....

.....

.....

only) valid for the period of two

months beyond the warranty period as and by way of security

for the satisfactory working of the

..... AND WHEREAS at the request of the supplier, the Bank executes these presents.

3.1 THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

3.2 The Bank hereby guarantees to the MNIT Jaipur that the equipment/service contracted is 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. The date of start of the 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 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 the 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 the constitution of the supplier, MNIT Jaipur, or us nor shall it be affected by any change in the 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 the 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, the 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:

Name:

Designation:

Organization:

Signature:

Name:

Designation
:

Organization:

Seal of the Firm

AFTER SALE SERVICE CERTIFICATE

From

To

The Registrar,
Malaviya National Institute of Technology (MNIT),
Jaipur

Whereas, we M/s (Bidder Name) are established & reputable manufacturers (Make of items) of [items name] having service offices at Delhi, Jaipur and in the state of Rajasthan. Details are as under

<u>Sr.No.</u>	<u>Address of Service Centre</u>	<u>Phone No.</u>	<u>A number of Engineers</u>
---------------	----------------------------------	------------------	------------------------------

- 1.
- 2.
- 3.

We do hereby confirm that:

Services including repair/replacement of defective parts will be done by us. Replacement of defective Systems/parts will be done by equivalent or better systems/parts of the same make. We will attend to all the complaints/service calls within 24 working hours and not beyond 3 working days. Downtime will not exceed 3 working days. In case, the time exceeds 3 working days then we will extend the warranty period of that item(s) by four times the downtime.

Signature of Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

Declaration Regarding Non-Banning

The bidder, as well as the manufacturer (if the bidder is not the manufacturer), will give a declaration “We have not been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-government agencies or PSUs.”

Date

Signature of Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

Note: If a bidder has been banned or de- listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

No Deviation Certificate

“We declare that there is no deviation from the NIT terms and conditions in the offer submitted by us.”

Date

Signature of
Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

Self-Certificate for Proven-ness

“The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract(s) and all the complaints/claim (s) lodged by the purchaser if any, have been attended to and no complaints/ claim s(s) are pending”.

Date

Signature of Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

Lowest Price Certificate

I/We do hereby certify that prices quoted by us against this tender are the lowest and are the same as applicable to other Government Departments/ Undertakings/ Other Organisations. We also certify that the quoted rates are not higher than rates quoted / prices charged by us for the same items to other Customers.

Date

Signature of Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

Quality Certificate

I/We certify that there has not been any complaint against the quality of our products supplied to Government Departments or Public Sector Undertakings/Other organizations.

Date:

Signature of
Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

Letter of Bid (LOB)

To,
Malviya National Institute of Technology
Malviya Nagar, Jaipur (Rajasthan) 302017

Sub: Tender No.

Date:

Dear Sirs,

1. We have gone through the tender documents carefully, and we confirm that the contents of the offer are given after fully understanding of tender documents and that all information furnished by us is correct and true, and complete in every respect.
2. Having examined the Bid Documents, including Addenda/Corrigenda, if any, I / We, the undersigned, offer to supply and deliver the material as per our offer submitted in conformity with the said Bid Documents.
3. We confirm to accept all terms and conditions contained in the tender document unconditionally.
4. We confirm that until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We confirm that all information/documents/credentials submitted along with the tender are genuine, authentic, true, and valid.
7. We confirm that if any information or document submitted is found to be false/incorrect, the said offer shall be considered absolutely null & void, and action as the deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of our firm and all partners of the firm as per provisions of law.

Dated:

Signature of
Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

Duly authorized to sign bid on behalf of -----

1. This letter should be on the letterhead of the Bidder and should be signed by the bidder.
2. In case the bidder who has signed the LOB is the DSC holder, no additional documents are required.
3. In case the bidder who has signed the LOB is not the DSC holder, then Power of Attorney or authorization on non-judicial stamp paper duly notarized as per format mentioned on the next page by the person signing the LOB i.e., the bidder, in favor of person bidding online i.e. DSC holder, is required to be uploaded along with this Letter of Bid.

DECLARATION OF LOCAL CONTENT

[For Local Content of Products, Services or Works]

(To be given on Company Letter Head – For a 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 read with OM No. P-45021//102/2019-BE-II-Part(1) (E-50310) Dt. 04.03.2021 of DPIIT, Ministry of Commerce and Industry, Govt. of India, and OMs from other relevant ministries², 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).
 - Class II local supplier – has local content of more than or equal to 20% but less than 50%. Local content added at(name of location).
 - Non-local supplier – has local content less than 20%. Local contents added at(name of location).
3. Details of value addition in India:

	Particulars	Content (In %)
(a)	Addition of indigenous items (manufactured in India) inclusive of taxes	
(b)	Addition of Locally sourced imported items inclusive of taxes	
(c)	License/Royalty paid/Technical expertise etc.	

4. Certificate from OEM for Country of Origin has been attached (mandatory if bidder is reseller) (Strike down if not applicable).
5. 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 OEM/Supplier/~~Bidder~~/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

² Please see para 5.(j) of Section II, for select list of such OMs

INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents)

Malaviya National Institute of Technology jaipur (MNIT) hereinafter referred to as “The Principal”.

AND

.....hereinafter referred to as “The Bidder/Contractor”

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for . The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Action 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.

b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any

information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages.

2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for suchreason.

Section 6: Equal treatment of all Bidders / Contractors / Sub -contractors.

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.

2. The Principal will enter into agreements with the identical conditions as this one with all bidders andContractors.

3. The Principal will disqualify from the tender process all bidders who do notsign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s) / Contractor(s) / Subcontractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Registrar of MNIT.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest” In case of any conflict of interest arising at a later date, the IEM shall inform Registrar of MNIT and recuse himself/herself from the case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Registrar of MNIT within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Registrar of MNIT, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Registrar of MNIT has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word “Monitor” word include both singular and plural.

Section 10 : Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Registrar of MNIT.

Section 11 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. Jaipur (Rajasthan)
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.

· In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1 :
(Name &Address)

Witness 1:
(Name & Address)

Witness 2 :
(Name & Address)

Witness 2:
(Name & Address)

Seal of the Firm

Declaration for land border clause

No.....

Date:

Certificate

I have read the clause regarding restrictions on procurement from a bidder of a country that 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 that shares a land border with India. We hereby certify that the organization is from (Name of Country) and has been registered with the Competent Authority. I also certify that the organization fulfils 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:

Organization Name:

Contact No. :

Seal of the Firm

<<Organization letter head>>

Declaration Sheet

We, Hereby certify that all the information and data furnished by our organization with regard to these tender specifications are true at complete to the best of our knowledge. I have gone through the specifications, conditions, and stipulations in detail and agree to comply with the requirements and intent of the specifications.

This is certified that our organization has been authorized (copy attached) by the OEM to participate in the tender. We further certify that our organization meets all the conditions of the 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 blacklisted/ delisted or put on any holiday by any institutional agency/ Government Department/ Public sector undertaking in the last three years.

The prices quoted in the financial bids are subsidies due to academic discounts 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 year.

Signature of Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

BIDDER's INFORMATION	
1) Bidder's Full Legal Name	
2) Authorized representative of Bidder for evaluation purposes (e.g., clarifications)	Name:
	Title:
	Address:
	Telephone number:
	Mobile Number:
	Email address:
3) Signature of Authorized Representative of the Bidder	
	Signature
	Name (printed or typed)

Signature of Bidder/ Agent
 Name:.....
 Designation:
 Organization Name:
 Contact No. :

Seal of the Firm

Service Level Agreement (SLA)

a. Service Level Definitions:

Service Level	Description- one or more of the following	Priority of the bidder/SI
Critical (May be called Severity-1)	Complete AV system failure, major impact on classroom sessions	The bidder/SI's priority should be service restoration and not debugging the problem.
Major (May be called Severity-2)	Degraded performance, issues with projector/display, audio disruptions	The bidder/SI's priority should be to restore/improve the service, not debug the problem.
Minor (May be called Severity-3)	Cosmetic defects, intermittent disruptions, remote configuration issues)	The bidder/SI's priority should be to restore/improve the service, not to debug the problem.

b. Escalations and Notifications:

The bidder/SI ensures that all the stakeholders are notified in a timely manner on the status of the event/ ticket. The bidder/SI's IT-based Services Desk system notifies users during the following events:

Logging of tickets with the ticket number.

Status change of ticket.

Support/ Resident engineers-initiated notifications.

The assigned engineer will visit the customer site to within 24 to 48 hours:

1. Acknowledge the issue
2. Diagnose and collect necessary details.
3. Report back to the organization with findings and recommendations.

c. In order to ensure that issues are resolved within SLA, contractors will have to use defined escalation mechanisms. The bidder/SI must provide escalation names and contact numbers. Below is the standard Functional Escalation process followed for different severity calls:

Severity of Call	Type of Call(Call logging)	First Escalation (Tier-II)	Second Escalation (Tier-III)
Severity-1: Critical	incident	24th Hour	48th Hour
Severity-2: Major	incident	48th Hour	96th Hour
Severity-3: Minor	incident	96th Hour	192th Hour

- d. The bidder/SI shall ensure that the escalation process is implemented in his/her IT-based Service Desk system, provide escalation contact numbers, and update the status to MNIT JAIPUR at every escalation.
- e. Penalty for a branch of SLA:

S. No.	Incident/Fault Resolution - SLA	Time Allotted	Penalty
1	Call/Ticket/Incident Resolution for Critical, Severity-1 incident	<24 Hrs.	0%
		>24 Hrs. and <48 Hrs.	0.5 % of Performance bank guarantee each time
		>48 Hrs. and <96 Hrs.	1.0 % of Performance bank guarantee each time
		>96 Hrs. and <192 Hrs.	2.0 % of Performance bank guarantee each time
		>192 Hrs.	2.0 % of Performance bank guarantee each time +1 % for each day beyond 192 Hrs.
2	Call/Ticket/Incident Resolution for Critical, Severity-2 incident	<48 Hrs.	0%
		>48 Hrs. and <96 Hrs.	0.5 % of Performance bank guarantee each time
		>96 Hrs. and <192 Hrs.	1.0 % of Performance bank guarantee each time
		>192 Hrs.	1.0 % of Performance bank guarantee of each time +0.5 % for each day beyond 48 Hrs.
3	Call/Ticket/Incident Resolution for Critical, Severity-3 incident	<72 Hrs.	0%
		>72 Hrs. and <144 Hrs.	0.1 % of Performance bank guarantee each time
		>144 Hrs. and <216 Hrs.	0.2 % of Performance bank guarantee each time
		>216 Hrs.	0.5 % of Performance bank guarantee each time.

The Maximum penalty at a time is capped at 10% of the total performance bank guarantee value. If the system remains non-functional for more than 30 days, MNIT Jaipur reserves the right to arrange repairs through an alternate source, with the incurred costs recoverable from the SD/PG. No Penalty will apply if the delay is due to:

1. Force Majeure events (natural disasters, government regulations, strikes, etc.).
2. OEM part unavailability (certified from OEM) provided the vendor has documented proof of timely escalation and a temporary alternative solution is provided.
3. Delays approved in writing by MNIT Jaipur.

f. SLA Review Process and disputes resolution:

MNIT JAIPUR or the selected Bidder may raise an issue by documenting the business or technical problem, presenting a reasonably objective summary of both points of view, and identifying specific points of disagreement with possible solutions.

A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.

MNIT JAIPUR and the selected Bidder shall develop an interim solution if required and, subsequently, the permanent solution for the problem at hand. The selected Bidder will then communicate the resolution to all interested parties.

In case the issue is still unresolved, the decision of MNIT JAIPUR or its representatives shall be final, and the successful bidder shall be bound to follow the directions.

The bidder/SI must provide printed technical catalogs/ brochures/ technical datasheets containing technical specifications and features for the quoted models.

All services registered by the bidder/SI with the OEM must use vcmnit@mnit.ac.in and coordinator.vci@mnit.ac.in email addresses for registration.

Warranty Terms and Conditions

The warranty should satisfy the below-mentioned conditions.

- All active components must have at least a 5-year warranty and support.
- All the proposed active components should have at least five years of support bundled with 24x7x365 days TAC support, Return Merchant Authorization (RMA), software updates, and subscription update support.
- OEM should not have announced the “End of Sale” and “End of Life” for all the proposed active components when bidding.
- All passive components must have at least a 10-year warranty.
- All the active components should be in the Next Business Day (NBD) replacement/ repair warranty.
- Cover any defects in materials used to manufacture your product.
- Cover any defects in workmanship.
- Cover any broken components.
- The company will repair/ replace the defective product at no cost if the product is still under warranty.
- The company will repair/ replace any broken product parts using new or replacement parts.
- The product will be exchanged for a new product
- The price of the product will be refunded
- Conditions during the process. This can include things like:
 - The product would be returned in the advance replacement package packaging.
 - If an RMA is required, it should be generated by the Resident Engineer.
 - Any additional charges, i.e., shipping, handling, etc., will be borne by the OEM/SI only.
 - Any active storage components (SSD/ HDD) will not be returned due to privacy issues.

Acceptance Protocol

The completion certificate shall be signed after the below mentioned checks are completed.

1. Objectives

- Define the goals of the VC Infra system installation, etc.
- Identify key performance indicators (KPIs) for VC infra performance.

2. Documentation Review

- Ensure all network design documents, specifications, and configurations are complete and accurate.
- Review network diagrams and device placements.

3. Testing Procedures

- **Connectivity Tests:**
 - Check connections between devices (switches, routers, PCs).
 - Ensure all devices can communicate on the network.
- **Performance Tests:**
 - Measure AV signals and latency under different load conditions.
 - Test AV throughput and response times.
- **Reliability Tests:**
 - Simulate failure scenarios (e.g., device or link failure) and check failover processes.
- **Security Tests:**
 - Conduct vulnerability scans.
 - Verify online VC sessions, settings and access controls.

4. User Acceptance Testing (UAT)

- Engage end-users to validate the VC infra functionality.
- Gather feedback on usability and performance.

5. Compliance Checks

- Ensure compliance with relevant standards and regulations.
- Verify that all software and hardware meet vendor specifications.

6. Training and Support

- Provide training for staff on VC infra usage and troubleshooting.
- Establish a support plan for ongoing issues and maintenance.

7. Sign-off Procedure

- Create a formal sign-off document for stakeholders to approve the VC infra .
- Include criteria for what constitutes successful implementation.

8. Post-Implementation Review

- Schedule a review meeting to discuss the implementation process and any issues encountered.
- Document lessons learned for future projects.

9. Monitoring and Maintenance Plan

- Set up ongoing monitoring for performance and security.
- Develop a maintenance schedule for hardware and software updates.

PPP MII Certificate by Bidder

It is certified that we have complied with/will comply with PPP MII's latest policies of the Government of India, declared through various OMs/orders from DP-IIT, Ministries (Electronics, Telecom, Petroleum, Finance etc.) and GeM³.

Signatures
(Bidder)

Designation & Seal

Contact including email/phone-

³ Please see para 5.(j) of Section II, of this bid-document:

Various OMs till date but not limited to-

OMs- All such relevant OMs/notices issued till date by DP-IIT (Sep-2020, Mar-2021, Dec-2022, May-2023, Apr-2024, July-2024), Dept of Telecom (Aug-2018, gazette notification 21-Oct-2024), Ministry of Electronics & IT (Sept-2017, Mar-2021, Mar-2022, Aug-2022), Ministry of PNG (Apr-2022);

And also refer to GeM document-

https://fulfilment.gem.gov.in/contract/slafds?fileDownloadPath=SLA_UPLOAD_PATH/2024/Jan/GEM_2024_B_4429570/CLM0014/MIIL_e21c80a6-49d0-4e48-956e1704438778496_buycon3.ongc.delhi.pdf

Section XI: - Technical Evaluation Sheet.

Under Technical Evaluation bidder must have to (Installation for Demonstration) demonstrate the overall Solution for a Period of 7 Days based on following points.

S. No	Name Of Item	Detailed Specifications	Compliance(Y/N)	PART/Model No.	Support/Doc Pg. No.	Deviation/Remarks
1.	OEM related	<ol style="list-style-type: none"> 1. OEM product with tender specification datasheets. 2. OEM vetted compliance and authorization documents 3. OEM should have direct Service Centre in India and Authorized service Centre in Jaipur. 				
2.	Audio-Video	<ol style="list-style-type: none"> 1. During the offline classroom sessions, the presenter's and student's audio should be captured through the provided ceiling tile microphones and the audio should come out from the provided ceiling speakers. 2. The end user should have an option to mute, unmute the ceiling tile microphones, switch between the gooseneck microphones & ceiling tile microphone and use both gooseneck microphones & ceiling tile microphone if required. 3. The audio should be universally distributed and should be clearly heard by the student as well as by the presenter. 4. The classroom should be provisioned for combining the classroom with two-way communication ie. Audio and Video without any Soft VC application as well. 5. The provision of adding ceiling tile microphone, gooseneck microphone, wired / wireless lavalier and handheld microphones should be done in the provided backend equipment. 				
3	Display Controls	<ol style="list-style-type: none"> 1. The presenter's notes with annotations on interactive display should also be displayed on the projector during the session. 2. The presenter should also make a presentation from his laptop directly from the podium / provided presentation point as well. The presentation should also be visible on the interactive display too, if required. 				

		<ol style="list-style-type: none"> The HDMI instance with basic control should also be created for quick classroom sessions like projector on/off, display on/off, speaker & mics on/off. 				
4.	Integration with online VC tools	<ol style="list-style-type: none"> During the online session the call on MS-Teams, Zoom, Webex or any other cloud VC platform should be initiated from the presenter's laptop. 				
5	Camera	<ol style="list-style-type: none"> The access to camera, microphones, speaker should be given to the end user with a single USB for seamless connectivity during the VC calls. The proposed Camera should be certified from MS-Teams, Zooms and should be compatible with other cloud VC platforms. Other than the presenter tracking, the classroom should be provisioned for adding the cameras for student tracking with single or multiple cameras. Seamless switching should also happen between the presenter & student during the online meetings and combined classroom sessions. The video tracking of the speaker (presenter or audience) should be done through the acoustic beamforming/steering using ceiling tile microphones in the specific rooms. 				
6	User capabilities	<ol style="list-style-type: none"> The presenter should be able to control the classroom equipment ie. Mute / unmute the microphone, Speaker- mute/unmute/volume up/down, Projector on/off, Interactive Display on/off from, camera tracking enable / disable from the touch panel. The admin should be able to control the equipment from Admin room without the physical presence in the classroom. The lighting control should be provisioned for the future. The user should have an option to use both hard wired touch panel and other Wi-Fi based touch panel as well for control. 				

Section XII - Buyback infra-Format

S. No	Name of items	Quantity
1	Panasonic LED Laser Hybrid Projector RZ 370 EAS1 FHD 3500 Lumens WUXGA Colour DLP Projector	2
2	Lumens Ceiling Camera CL 510	3
3	VC Endpoint Avaya XT5000 codec with Camera	4
4	Additional VC Camera Avaya	6
5	Standalone MCU Avaya Scopia Elite 6140	1
6	Firewall Traversal Device Avaya	1
7	VC Camera Switch Avaya	3
8	Panasonic Model TH-65 LFB70W Color LCD video Monitor w/o Tuner	8
9	Panasonic LED 42 inch smart commercial panel PT TH 42ESDM	6
10	Panasonic Ultra short throw Projector Pt-CW330	1
11	Screen Grand view motorized 123"	3
12	Network Audio DSP Extron DMP 128CP	3
13	Control Panel Extron IPCP Pro 550	3
14	Touch Panel Extron TLP Pro 1020 T	3
15	Four port Power Control Extron IPLT PCS4i	3
16	Matrix Switcher Extron DXP88 HDMI with key minder	3
17	Creative RGB HDMI 300 A scaler	3
18	Wireless Microphone handheld	3
19	Wireless Microphone lavalier	3
20	Gooseneck microphone AKG	3
21	Ceiling Microphone AKG	15
22	Shielded indoor professional speaker	10
23	Dual channel amplifier crown xls 1000	3
24	Professional Audio mixer soundcraft	3
25	Server HP proliant	1
26	VGA switcher 1x4	3
27	VGA splitter 1x4	3
28	HDMI splitter 1x8,	3
29	Long distance HDMI twisted pair extender Tx	5
30	Long distance HDMI twisted pair extender Rx	5
31	Power supply for control system	3
32	Ceiling Microphone AKG	6
33	Shielded indoor professional speaker	8
34	Wireless mic	4
35	VC codec Tandberg mxp 6000	1
36	VC codec Tandberg mxp 1700	1
37	HD Projector sharp XG 2445W	1
38	Lumens PS 660, Document camera	1
39	Interactive touch panel Hitachi	1
40	Biamp nexia audio mixer	1
41	Ceiling mic bosch	6

42	Amplifier Biamp	1
43	Crestron controller touch panel	1
44	VGA distributor amplifier	1
45	VGA matrix switcher	1
46	DVI/HDMI matrix switcher Kramer,	1
47	DVI/HDMI extender Kramer,	1
48	5KVA online ups with battery	1
49	LCD TV 55inch	3
	Total	

Note: Clarification regarding the ageing of above Buy-back items:

1. The items mentioned above from S.no 1-32 have been installed during April-June 2015 .
2. The items mentioned above from S.no 33-49 have been installed during Aug-Sep 2011.

Signature of Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No.:

Seal of the Firm