

निविदा / कोटेशन के लिए आमंत्रण
INVITATION FOR TENDER / QUOTATION

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मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद
इलाहाबाद-211004 (भारत)
Motilal Nehru National Institute of Technology Allahabad
Allahabad-211004 (India)
An Institute of National Importance as Declared by NIT Act, GOI, 2007

दो बोली खुली निविदा TWO BID OPEN TENDER

“Microsoft Campus Agreement” की खरीद के लिए
FOR PROCUREMENT OF “Microsoft Campus Agreement”

निविदा संख्या Tender No.: **OT-18/MNNIT/Purchase Office/Computer Centre/Microsoft Campus Agreement /2012-13** Date: **01.12.2012**
सेवा में To,

विषय: 'दो बोली प्रणाली' के तहत मुहरबंद निविदा के लिए आमंत्रण

Sub: Invitation of Sealed bids under 'Two-Bid System'.

प्रिय महोदय Dear Sir

निदेशक, मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद, प्रतिष्ठित निर्माताओं या उनके अधिकृत भारतीय एजेंट / प्रतिनिधियों से, निम्नलिखित सामानों की खरीद के लिए निविदा दस्तावेज में दिए गए नियमों और शर्तों के अनुसार 'दो बोली प्रणाली' के तहत, मुहरबंद निविदाएं आमंत्रित करते हैं:

Director, Motilal Nehru National Institute of Technology Allahabad invites sealed tenders, as per 'Two Bid System', from reputed manufacturers or their authorized Indian Agents/representatives, on the terms and conditions as per tender document, for procurement of following item(s):

Sl. No.	Description of Item with Specifications	Quantity
1.	<p>Microsoft Campus Agreement for 36 months Product Description: DsktpEdu ALNG LicSAPk OLV E 3Y Acdmc Ent (Supply, Installation etc.); (Part No. 2UJ-00011) [Windows upgrade, Microsoft Office Professional Plus 2010 and upgrade and Microsoft Core CAL Suite (Includes Windows Server Standard CAL, Exchange Server Standard CAL, SharePoint Server Standard CAL, and System Center Configuration Manager CAL)] (FTE based licenses that cover all the PC's owned by the college) (Detailed Specifications and allied Technical details given in Chapter-3)</p>	01 No.

सभी इच्छुक तथा योग्य/पात्र निविदाकर्ता/ बोलीदाता, इस निविदा दस्तावेज में दिए गए मापदंड के अनुसार, अपनी सर्वश्रेष्ठ प्रतिस्पर्धी बोलियों को प्रस्तुत करने के लिए आमंत्रित हैं। कृपया नीचे दिए गए रूप में अपनी निविदा/बोली को दो भागों में प्रस्तुत करें:

All interested eligible tenderers/bidders are invited to submit their best competitive bids as per the criteria given in this tender document. Kindly submit your bids in two parts as under:

- क) तकनीकी बोली (भाग -1) सभी तकनीकी जानकारी तथा वाणिज्यिक नियमों और शर्तों के साथ , तथा
- ख) मूल्य बोली (भाग-2), तकनीकी बोली में वर्णित सब सामानों के मद वार मूल्य के साथ
 - a) Technical bid (Part-1) consisting of all technical details along with commercial terms and conditions, and
 - b) Price bid (Part-2) indicating item-wise price for the items mentioned in the technical bid.

मुहरबंद निविदाएं नीचे दिए गए पते पर **27 दिसम्बर, 2012 को 15:00 बजे तक** या इससे पहले निश्चित रूप से प्रस्तुत की जानी चाहिये :

The sealed tenders must be submitted at the address given below, **on or before 27 December, 2012 up to 15:00 hours:**

संकाय प्रभारी (क्रय) का कार्यालय
मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद
इलाहाबाद - 211004

OFFICE of Faculty In-charge (Purchase)
Motilal Nehru National Institute of Technology Allahabad
Allahabad-211004 (U.P.) India

सभी प्राप्त निविदाओं को निविदाकर्ताओं/ बोलीदाताओं के उन अधिकृत प्रतिनिधियों की उपस्थिति में **27 दिसम्बर, 2012 को 15.30 बजे** खोला जाएगा, जो प्रक्रिया में भाग लेंगे तथा अपनी उपस्थिति के साक्ष्य में एक रजिस्टर पर हस्ताक्षर करेंगे.

The received tenders will be opened on **27 December, 2012 at 15:30 hours** in the presence of authorized representatives of tenderers/bidders, who choose to attend and shall sign a register evidencing their attendance.

निविदा सारांश / TENDER SUMMARY			
Tender Fee: ₹ 1000/-		Earnest Money Deposit (EMD): ₹ 48,000/-	
निविदा प्रपत्र विक्रय आरम्भ होने की तिथि / Date of commencement of sale of Tender Document: 01-12-2012			
निविदा प्रपत्र विक्रय बन्द होने की तिथि / Last date of sale of Tender Document: 26-12-2012 को सायं 17.30 बजे तक / upto 17.30 Hrs.			
	तिथि Date	समय Time	स्थान Venue (at MNNIT Allahabad)
प्री बिड सम्मेलन / Pre-bid conference	13.12.2012	at 15.00 Hrs.	Institute Conference Room
निविदा जमा करने की अंतिम तिथि / Last date of submission of tenders	27.12.2012	upto 15.00 Hrs.	Purchase Office
तकनीकी निविदा (भाग-1)का खोला जाना / Technical Bid (Part-1) Opening	27.12.2012	at 15.30 Hrs.	Institute Conference Room
मूल्य निविदा (भाग-2)का खोला जाना / Price Bid (Part-2) Opening	To be informed later		Institute Conference Room

संकाय प्रभारी (क्रय) **Faculty In-charge (Purchase)**
मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद Motilal Nehru National Institute of Technology Allahabad
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इलाहाबाद-211004 (भारत)

Motilal Nehru National Institute of Technology Allahabad
Allahabad-211004 (India)

An Institute of National Importance as Declared by NIT Act, GOI, 2007

GENERAL INSTRUCTIONS

1. निविदा दस्तावेज क्रय अनुभाग, मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान, इलाहाबाद से प्राप्त किए जा सकते हैं तथा ये संस्थान की वेबसाइट www.mnnit.ac.in पर भी उपलब्ध है। इच्छुक निविदाकार इसे वेबसाइट से डाउनलोड कर सकते हैं तथा अपने प्रस्ताव ₹ 1000.00 प्रत्येक (रेखांकित डिमाण्ड ड्राफ्ट के रूप में) के निविदा शुल्क के साथ प्रस्तुत करें। अपना प्रस्ताव प्रस्तुत करते समय लिफाफे के ऊपरी भाग पर निविदा सं० तथा नियत तिथि लिखें। यदि दस्तावेज डाक द्वारा मंगाए जा रहे हैं तो कृपया निम्न बातों का ध्यान रखें:

Tender documents can be bought from the Purchase Section, Motilal Nehru National Institute of Technology and are also available on Institute Website www.mnnit.ac.in. Interested tenderers may download the same from the website and submit their offer along with Tender fee of ₹ 1000.00 each (In the form of Crossed Demand Draft). While submitting your offer mark Tender No., and due date on the envelope. If the documents are requisitioned by post, kindly consider the following points:

- (a) निविदा दस्तावेज मंगाने के लिए/भेजे जा रहे निवेदन पत्र पर निविदा संख्या लिखा हो तथा अप्रतिदेय निविदा शुल्क ₹1000.00 प्रत्येक (किसी भी राष्ट्रीयकृत बैंक द्वारा जारी रेखांकित डिमाण्ड ड्राफ्ट के रूप में, निदेशक, मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान, इलाहाबाद के पक्ष में) के साथ संकाय प्रमारी (वस्तु क्रय) मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान, इलाहाबाद-211004 को भेजा जाए।
Request letter shall be sent for requisitioning tender documents indicating tender number together with non-refundable tender fee ₹ 1000.00 each (In the form of Crossed Demand Draft issued by any Nationalized Bank in favour of Director, MNNIT, Allahabad) to the Faculty In-charge (Purchase), MNNIT, Allahabad-211004.
 - (b) जिस लिफाफे में इस प्रकार का निवेदन भेजा जा रहा हो उसके ऊपर "निविदा दस्तावेजों के लिए अनुरोध" अंकित होना चाहिये।
The Envelope containing such request shall be marked with 'REQUISITION FOR TENDER DOCUMENTS'.
 - (c) डिमाण्ड ड्राफ्ट विज्ञापन की तिथि से पूर्व तिथि का नहीं होना चाहिए।
Demand Draft should not be dated prior to the date of advertisement.
 - (d) प्रत्येक निविदा दस्तावेज के लिए अलग निवेदन पत्र एवं अलग डिमाण्ड ड्राफ्ट भेजा जाए।
Separate request letter and separate Demand Draft shall be sent for each tender document.
 - (e) डिमाण्ड ड्राफ्ट के पीछे निविदाकर्ता का नाम एवं निविदा संख्या दर्ज होनी चाहिए।
Tenderer's name and tender number shall be indicated on the reverse side of the Demand Draft.
2. बिना निविदा शुल्क के प्राप्त दर सूचियों पर विचार नहीं किया जाएगा।
Quotations received without tender fee will not be considered.
 3. नियत निविदा तिथि बढ़ाए जाने के निवेदन पर कोई विचार नहीं किया जाएगा।
No request for extension of the due tender date will be considered.
 4. अंतिम समय सीमा से पूर्व प्राप्त निविदाएँ उपस्थिति निविदाकारों/उनके द्वारा प्राधिकृत प्रतिनिधियों की उपस्थिति में उसी दिन नियत समय व स्थान पर खोली जाएंगी।
Tenders received before the deadline shall be opened in the presence of attending tenderers/their authorized representatives on the same day at scheduled time and venue.
 5. ऊपर निर्दिष्ट किसी तिथि को यदि अवकाश घोषित हो जाता है तो संस्थान का अगला कार्य दिवस निविदाओं की प्राप्ति एवं खोलने के लिए नियत तिथि माना जाएगा।
In the event any date indicated above is declared as holiday, the next working day at Institute shall be considered as the due date for receiving & opening of tenders.
 6. विलम्ब/देरी से प्राप्त प्रस्ताव स्वीकार नहीं किए जाएंगे।
Late / Delayed offers will not be accepted.

अति आवश्यक सूचना

VERY IMPORTANT NOTE

इस निविदा से संबंधित सभी सुधार/शुद्धिपत्र/संशोधन, यदि जारी किये जाते हैं तो, निविदा दस्तावेज का भाग/अंश होंगे।
Corrigendum, if issued any for the tender, shall form part of the Tender Document.

सुधार/शुद्धिपत्र/संशोधन केवल मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद की वेबसाइट (www.mnnit.ac.in) पर ही उपलब्ध होंगे। बोलीकर्ताओं/निविदादाताओं से अनुरोध है कि इस संबंध में नियमित रूप से वेबसाइट देखते रहें, तथा निविदा दस्तावेज के सुधार/शुद्धिपत्र/संशोधन को बिना किसी त्रुटि के नोट करें व उसके अनुसार निविदा जमा करें।

Corrigendum will be posted ONLY on MNNIT Allahabad website (www.mnnit.ac.in). Bidders/Tenderers are requested to visit MNNIT Allahabad website regularly and note the corrigendum / amendments to the tender without fail and submit the offer accordingly.

सुधार/शुद्धिपत्र/संशोधन की अनभिज्ञता के लिये मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद जिम्मेदार नहीं होगा।
MNNIT will not be responsible for ignorance of corrigendum.

निविदा दस्तावेज जमा करने की अंतिम तिथि के उपरान्त कोई भी अंतरिम सवाल/प्रश्न ग्रहण नहीं किया जायेगा।

After last date of receipt of Tender Documents, no interim query will be entertained.

CHAPTER-1

INSTRUCTIONS TO BIDDER/TENDERER (ITB)

1. Eligible Bidders/Tenderers

- (i) This Invitation for Bids is open to all suppliers.
- (ii) Bidders/Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

2. Cost of Bidding

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

3. Fraud and corruption:

- (i) The purchaser requires that the Bidder/Tenderer's suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:
 - (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (c) "Collusive practice" means a scheme or arrangement between two or more bidders/tenderers, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, noncompetitive levels; and
 - (d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (ii) The purchaser will reject a proposal for award if it determines that the Bidder/Tenderer, recommended for award, has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract.

4. Cost of Bidding Documents

Interested eligible bidders/tenderers may purchase the bidding documents on payment of the cost of bidding documents as indicated in the invitation for bids; OR alternatively, the bidding documents can be downloaded from our website (<http://www.mnnit.ac.in/tenders.html>), free of cost.

5. Content of Bidding Documents

- (i) The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids have been divided into **Five** chapters as under:

Chapter 1	:	Instructions to Bidder/Tenderer (ITB)
Chapter 2	:	General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
Chapter 3	:	Specific Technical Conditions (STC), Specifications and Compliance Details <ul style="list-style-type: none">(a) SPECIFIC TECHNICAL TERMS & CONDITIONS (STC)(b) SCOPE OF WORK(c) ANNEXURE: A: TECHNICAL SPECIFICATIONS-"Microsoft Campus Agreement"(d) ANNEXURE: B: COMPLIANCE WITH ANNEXURE: A, as offered by the Bidder(e) ANNEXURE: C: BIDDER'S COMPLIANCE STATEMENT FOR STC
Chapter 4	:	Technical bid (Part-1) <ul style="list-style-type: none">(a) Format – A : Check List for Eligibility Criteria(b) Format – B : Bid Proposal Sheet(c) Format – C : Bidder's Statement(d) Format – D : Bill Of Material (BOM)(e) Format – E : Deviation Statement(f) Format – F : Manufacturers' Authorization Form (MAF)(g) Format – G : Price Reasonability Certificate(h) Format – H : Bid Security Form(i) Format – I : Performance Security Form(j) Format – J : Capability Statement Form
Chapter 5	:	Price Schedule Forms <ul style="list-style-type: none">(a) Annexure D: Price schedule for goods being offered from India(b) Annexure E: Price schedule for goods being offered from Abroad

- (ii) The Bidder/Tenderer is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish **all information required** by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder/Tenderer's risk and may result in rejection of its bid.

6. Clarification of bidding documents

A prospective Bidder/Tenderer requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (**SCC**), latest by the date specified in the invitation for Bids/NIT which would be deliberated as per clause 39 of Instructions to the Bidders/Tenderers.

No request for clarification or query shall be normally entertained after the pre bid conference. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of bidding documents and Clause relating to Deadline for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the MNNIT (<http://www.mnnit.ac.in/tenders.html>) for the benefit of the other prospective bidders/tenderers.

7. Amendment of Bidding Documents

- (i) At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder/Tenderer, modify the bidding documents by amendment as enumerated in clause 39 of ITB. These amendments would be hosted **ONLY** on the website of MNNIT (<http://www.mnnit.ac.in/tenders.html>) and all prospective bidders/tenderers are expected to surf the website before submitting their bids to take cognizance of the amendments.

- (ii) In order to allow prospective Bidder/Tenderer's reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes **ONLY** on the website of MNNIT (<http://www.mnnit.ac.in/tenders.html>).

8. Language of Bid

- (i) The bid prepared by the Bidder/Tenderer shall be written in **English language only**.
- (ii) The Supplier shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the Supplier.

9. Documents Comprising the Bid

The bid prepared by the Bidder/Tenderer shall include:

- (i) Bid security and Tender fee, as specified in the Invitation to Bids.
- (ii) Documents establishing goods eligibility & conformity to tender documents, Compliance statements for specifications and STC.
- (iii) Service support details Form; Deviation Statement Form; Performance Statement Form; Manufacturer's Authorization Form etc.
- (iv) All required documentary evidence establishing that the Bidder/Tenderer is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (v) Bid form and applicable Price Schedule Form.

For further details, please refer CHAPTER-4 and CHAPTER-5 of tender document.

10. Bid form and price schedule

- (i) The Bidder/Tenderer shall complete the 'Bid/Tender Form' and the **appropriate** 'Price Schedule Form', **without any alterations** to its format and no substitutes shall be accepted.
- (ii) All blank spaces shall be filled in with the information requested.

11. Bid Prices

- (i) The Bidder/Tenderer shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods it proposes to Supply, Fixing and installation, Fixing and installation under the contract.
- (ii) Prices indicated on the price-schedule form shall be entered separately in the following manner:

(a) For Goods being offered from India

- i. The price of the goods quoted ex works including taxes already paid.
- ii. VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
- iii. The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
- iv. The installation, commissioning, training charges
- v. Non comprehensive AMC (Annual Maintenance contract) charges per annum (**optional**).

(b) For Goods being offered from abroad

- i. The price of the goods, quoted on FCA (named place delivery abroad) or FOB (named port of shipment), as specified in the price schedule form.
- ii. The charges for insurance and transportation of the goods to the port/place of destination.
- iii. The agency commission etc., if any.
- iv. The installation, commissioning, training charges
- v. Non comprehensive AMC charges per annum (**optional**).

- (iii) The terms FOB, FCA, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.
- (iv) Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be **rejected as incomplete** and prices quoted by the Bidder/Tenderer shall be fixed during the Bidder/Tenderer's performance of the Contract and not subject to variation on any account.
- (v) All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be **assumed to be included in the prices of other items**. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.
- (vi) The purchases made by the purchaser for scientific purpose are exempt from excise duty and Custom Duty at a concessional rate is leviable.
- (vii) The prices quoted by the Bidder/Tenderer shall be fixed during the Bidder/Tenderer's performance of the contract and not subject to variation on any account.

12. Bid Currencies

Prices shall be quoted in Indian Rupees for offers received for Supply, Fixing and installation within India and in freely convertible foreign currency in case of offers received for Supply, Fixing and installation from foreign countries.

13. Documents Establishing Bidder/Tenderer's Eligibility and qualifications

- (i) The Bidder/Tenderer shall furnish, as part of its bid, documents establishing the bidders/tenderers' eligibility to bid and its qualification to perform the contract if its bid is accepted.
- (ii) The documentary evidence of the bidders/tenderers qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that;
 - (a) The Bidder/Tenderer meets the qualification criteria listed in bidding documents.
 - (b) Bidder/Tenderer that doesn't manufacture the goods it offers to Supply, Fixing and installation, Fixing and installation shall submit Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or Supply, Fixing and installation the goods.
 - (c) In case a Bidder/Tenderer not doing business within the purchasers' country, that the Bidder/Tenderer is or will be represented by an agent in the country equipped and able to carry out the Supply, Fixing and installation, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the Supply, Fixing and installation, maintenance, repair obligations etc. during the warranty and post-warranty period.
- (iii) The technical and price bids should be unconditional. Any conditional bids shall stand disqualified

- (iv) automatically and no evaluation of technical or price bid shall be admissible
- (v) All the pages/documents of the Tender should bear the **dated signature (in ink) of the bidder/tenderer with stamp of Firm.** Any over-writing corrections & cuttings should bear dated initials of the tenderer. Corrections should be made by writing again instead of shaping or over-writing.

14. Qualification of Tenderers

1. System Integrators must submit the OEM's authorization certificate for the quoted products for their firm.
2. Must have more than 5 years of experience in the field of similar network installation, commissioning and maintenance.
3. Must have executed at least three projects in large Organizations with atleast one project (>1 crores) in a University/IIT/NIT having a large campus, in which atleast one project consisting of complete and integrated LAN solution with Fiber Optic Network.
4. Must have turnover of more than 05 Crores and positive growth curve for the last 2 years. Company balance sheet to be attached for the last three years.
5. Must have ISO 9001 certification and CMMI certification for these services/components.

15. Bid Security (BS)

- (i) The Bidder/Tenderer shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids. In the case of foreign bidders/tenderers, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders/tenderers; the BS shall be submitted by the manufacturer or their specifically authorized dealer/Bidder/Tenderer.
- (ii) The bid security is required to protect the Purchaser against the risk of Bidder/Tenderer's conduct, which would warrant the security's forfeiture.
- (iii) The bid security shall be in Indian Rupees for offers received for Supply, Fixing and installation within India and denominated in the currency of the bid or in another freely convertible currency in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the Bidder/Tenderers' option:
 - (a) A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid; or
 - (b) A Banker's cheque or demand draft in favour of the purchaser.
- (iv) BS must be issued in favour of Director, MNNIT Allahabad. The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 14(x) are invoked.
- (v) The bid security should be submitted in its original form. Copies shall not be accepted.
- (vi) Any bid not secured in accordance with above will be rejected by the Purchaser as non-responsive.
- (vii) The bid security of unsuccessful Bidder/Tenderer will be discharged /returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity or placement of order whichever is later.
- (viii) The successful Bidder/Tenderer's bid security will be discharged upon the Bidder/Tenderer furnishing the performance security.
- (ix) The firms registered with DGS&D & NSIC, if any, are exempted from payment of BS provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.
- (x) The bid security may be forfeited:
 - (a) If a Bidder/Tenderer withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder/Tenderer on the Bid Form; or
 - (b) In case of a successful Bidder/Tenderer, if the Bidder/Tenderer fails to furnish order acceptance within 15 days of the order and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

16. Period of Validity of Bids

- (i) Bids shall remain **valid for 120 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be REJECTED by the Purchaser as non-responsive.
- (ii) In exceptional circumstances, the Purchaser may solicit the Bidder/Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The bid security provided shall also be suitably extended. A Bidder/Tenderer may refuse the request without forfeiting its bid security. A Bidder/Tenderer granting the request will not be required nor permitted to modify its bid.
- (iii) Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

17. Format and Signing of Bid

- (i) The bids MUST be submitted in two parts as specified in the Invitation for Bids.
- (ii) One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price-schedules. The Bidder/Tenderer shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.
- (iii) The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder/Tenderer or a person or persons duly authorized to bind the Bidder/Tenderer to the Contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- (iv) Any interlineations, erasures or overwriting shall be valid ONLY if they are initialed by the persons or persons signing the bid.
- (v) Bids submitted in a single envelope against the requirement of two bid system would NOT be considered for further evaluation.

18. Submission

The Bidders/Tenderers may submit their bids by mail or by hand, at the following address:
"OFFICE of Faculty In-charge (Purchase),
Motilal Nehru National Institute of Technology Allahabad, Allahabad-211004 (U.P.) INDIA"

19. Sealing and Marking of Bids

As the Bidders/Tenderers are invited in Tenders in Two Parts, i.e., **Part I – Technical and Commercial Bid**, and **Part II – Price Bid**; all Bidders/Tenderers are requested to follow carefully the following instructions before preparing their offer.

I. Part I: TECHNICAL & COMMERCIAL BID

Part – (a) Technical

- (i) This part should contain detailed specifications of the items quoted by you along with technical literature and leaflets if any.
- (ii) A compliance statement showing the compliance of the item quoted by you with that of item tendered by us should be prepared and enclosed to this.
- (iii) Any other information called for in the tender related technical and commercial specifications can also come in this part.
- (iv) Prices **SHOULD NOT** be indicated in TECHNICAL BID (Part-1).

Part – (b) Commercial terms: (WITHOUT PRICE)

- (i) The commercial terms applicable for the items quoted by you should be indicated in this part.
- (ii) If any compliance statement is called for the commercial terms/contractual terms and conditions, the same is to be attached in this part.
- (iii) Prices should **NOT** be indicated in this part. However a copy of the price bid (**without prices**) can be enclosed in this part to enable to understand whether all the items required to be quoted by you have been quoted in the price bid. **Alternatively** a statement is to be made indicating that you have quoted prices for all the items as per the tender and enclosed in the Price Bid as per the format.
- (iv) The Commercial terms such as delivery terms, delivery period, payment terms, Warranty, validity of the offer, installation & commissioning, duties and taxes etc., shall come into this.

- Note:**
- 1. Either Technical Specifications or terms & conditions as above should be very clearly reflected item-wise with reference to the items called for in the tender.
 - 2. Please note that the **PRICE SHOULD NOT BE** indicated in this part.
 - 3. Technical and Commercial part as described above shall be prepared and put it in a sealed cover & marked and addressed as follows:

Tender No.	:
Due Date	:
PART I	:	<u>TECHNICAL & COMMERCIAL BID (PART-I)</u>
		To,
		The Faculty In-charge (Purchase)
		Motilal Nehru National Institute of Technology Allahabad
		Allahabad-211004 (India)
From	:
	

II. Part II : PRICE BID

- (i) The prices applicable for the items, item-wise in response to the tender shall come into this part.
- (ii) Tenderer shall indicate very clearly item-wise prices with reference to their technical offer.
- (iii) Price part prepared as above shall be enveloped and marked as follows:

Tender No.	:
Due Date	:
PART II	:	<u>PRICE BID (PART-II)</u>
		To,
		The Faculty In-charge (Purchase)
		Motilal Nehru National Institute of Technology Allahabad
		Allahabad-211004 (India)
From	:
	

III. These two separate SEALED ENVELOPES containing 'Technical & Commercial Bid (Part I)' and Price Bid (Part II), prepared as above along with 'Tender fee' (if applicable) should be inserted in another envelope and marked as follows:

Tender No.	:
Due Date	:
		<u>PART I & PART II ARE INDIVIDUALLY SEALED AND KEPT INSIDE</u>
		(DD towards Tender fee with Covering Letter is also kept inside, in separate envelope)
		To,
		The Faculty In-charge (Purchase)
		Motilal Nehru National Institute of Technology Allahabad
		Allahabad-211004 (India)
From	:
	

IMPORTANT NOTE:

- (i) Being a Two-Part Tender, fax quotations will not be accepted.
- (ii) Please ensure your offers are received before due date and time.
- (iii) In case you are going to download the documents from our website (<http://www.mnnit.ac.in/tenders.html>) and submitting the offer, you are requested to submit the DD towards **Tender fee** *in a separate envelope* along with a covering letter duly marked on the cover "**Tender fee for Tender No. _____**".

20. Deadline for Submission of Bids

- (i) Bids must be received by the Purchaser at the address specified in Invitation for bids no later than the time and date specified therein. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.

- (ii) The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders/Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

21. Late Bids

- (i) Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.
- (ii) Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders/tenderers in their original envelope without opening.

22. Opening of Bids by the Purchaser

- (i) The Purchaser will open all bids one at a time in the presence of Bidder/Tenderers' representatives who choose to attend, as per the schedule given in invitation for bids. The Bidder/Tenderers' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.
- (ii) In two part system, the Price bid shall be opened only for technically acceptable (short listed) bids, found RESPONSIVE after technical evaluation.
- (iii) Price bids of only short-listed RESPONSIVE bidders/tenderers will be opened in presence of the representatives of the bidders/tenderers who decide to remain present during the bid opening. The date of opening of the price bid will be notified on institute website (<http://www.mnnit.ac.in/tenders.html>).
- (iv) It may be noted that the dates of opening of Technical bid (Part I) and Price bid (Part II) are **DIFFERENT**.
- (v) Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

23. Confidentiality

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

24. Clarification of Bids

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

25. Preliminary Examination

- (i) The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 9 have been provided, and to determine the completeness of each document submitted.
- (ii) The Purchaser will examine the technical bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The purchaser may discuss the technical bid with the bidders/tenderers, if required who may modify their bids to suit the requirement. Those whose technical specification does not reach the threshold level of acceptability will be rejected as technically unsuitable. The bidders/tenderers who finally emerge as technically acceptable will be allowed to withdraw their price bids and send again a revised bid in a sealed envelope or to adhere to the original price bid sent. These price bids will be opened, evaluated and the contract awarded to the lowest evaluated Bidder/Tenderer.

26. Responsiveness of Bids

- (i) Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:
 - (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder/Tenderer's obligations under the Contract; or
 - (c) if rectified, would unfairly affect the competitive position of other bidders/tenderers presenting substantially responsive bids.
- (ii) The purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- (iii) If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder/Tenderer by correction of the material deviation, reservation or omission.

27. Non-Conformity, Error and Omission

- (i) Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- (ii) Provided that a bid is substantially responsive, the Purchaser may request that the Bidder/Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder/Tenderer to comply with the request may result in the rejection of its Bid.
- (iii) Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - (c) if, there is a discrepancy between words and figures, the higher of the two would be taken as the bid price, unless

the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- (iv) If the Bidder/Tenderer that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security may be forfeited.

28. Examination of Terms & Conditions, Technical Evaluation

- (i) The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder/Tenderer without any material deviation or reservation.
- (ii) The Purchaser shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding Documents have been met without any material deviation or reservation.
- (iii) If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 25, it shall reject the Bid.

29. Conversion to Single Currency

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by Reserve Bank of India on its website, on the date of bid opening .

30. Evaluation and comparison of bids

- (i) The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- (ii) To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.
- (iii) The bids shall be evaluated on the following basis which shall be arrived as under:

For goods being offered from India.

- a. The price of the goods quoted ex-works.
- b. VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
- c. Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
- d. The installation, commissioning, training charges.
- e. Non comprehensive AMC charges per annum for a period of 05 years **(optional)**.

For goods being offered from Abroad

- a. The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the Price Schedule Form.
- b. The agency commission etc., if any.
- c. The installation, commissioning, training charges
- d. Non comprehensive AMC charges per annum for a period of 05 years **(optional)**.
- (iv) The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and FOB/FCA basis respectively including the transportation, insurance, installation, commissioning and training charges.
- Note: Where there is no mention of packing, forwarding, freight, transportation, insurance charges, taxes etc. such offers shall be REJECTED as incomplete.**
- (v) The insurance and freight charges being obtained by the Bidder/Tenderer is purely for the purpose of academic interest only.

31. Contacting the Purchaser

- (i) Subject to Clause 23, no Bidder/Tenderer shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- (ii) Any effort by a Bidder/Tenderer to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder/Tenderer's bid.

32. Post qualification

- (i) In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder/Tenderer that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.
- (ii) The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder/Tenderer's qualifications submitted by the Bidder/Tenderer, as well as such other information as the Purchaser deems necessary and appropriate.
- (iii) An affirmative determination will be a prerequisite for award of the contract to the Bidder/Tenderer. A negative determination will result in rejection of the Bidder/Tenderer's bid.

33. Negotiations

There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of Supply, Fixing and installation. Negotiations shall be held with the lowest evaluated responsive Bidder/Tenderer. Counter offers tantamount to negotiations and shall be treated at par with negotiations.

34. Award Criteria

Subject to ITB Clause 34 the Purchaser will award the contract to the successful Bidder/Tenderer whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder/Tenderer is determined to be qualified to perform the contract satisfactorily.

35. Purchaser's right to accept Any Bid and to reject any or All Bids

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

36. Notification of Award

- (i) Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder/Tenderer in writing by registered letter or by cable or telex or fax or e-mail that the bid has been accepted by way of a purchase order/contract.

- (ii) Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- (iii) Upon the successful Bidder/Tenderer's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 37, the Purchaser will promptly notify each unsuccessful Bidder/Tenderer and will discharge its bid security.

37. Signing of Contract / Order Acceptance

- (i) Promptly after notification, the Purchaser shall send the successful Bidder/Tenderer the Agreement / Purchase Order for signatures which should be returned within 21 days.
- (ii) The successful Bidder/Tenderer should submit Order acceptance within 15 days from the date of issue of purchase order, / submit the signed version of the contract failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 14(x) of ITB.

38. Performance Security (PS)

- (i) Within 21 days of receipt of the notification of Award / Purchase Order / Agreement, the Supplier shall furnish performance security in the amount specified in **SCC**, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of Performance Security at the time of negotiation of documents through Bank would be stipulated as a condition in the LC.
 - (ii) The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
 - (iii) The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for Supply, Fixing and installation from foreign countries.
 - (iv) In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their dealer/Bidder/Tenderer.
 - (v) The Performance security shall be in one of the following forms:
 - (a) A Bank guarantee issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents.
- OR**
- (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser.
 - (vi) The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.
 - (vii) In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
 - (viii) The order confirmation should be received within 15 days from the date of notification of award/purchase order.

39. Purchaser's right to vary quantities at the time of award

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

40. Pre bid conference

A pre bid conference shall be held as indicated in invitation to bid. All prospective bidders/tenderers are requested to kindly attend the pre-bid conference. In order to facilitate MNNIT for proper conduct of the Pre-bid conference, all prospective bidders/tenderers are requested to kindly submit their queries (With envelope bearing Tender No. and date on top and marked "Queries for Pre-Bid Conference"/OR by email with subject "Queries for Pre-Bid Conference") so as to reach MNNIT as indicated in invitation to bid. MNNIT shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the pre-bid conference, and all the participating bidders/tenderers shall sign the same. These proceedings will become a part of clarifications/ amendments to the bidding documents and would become binding on all the prospective bidders/tenderers. These proceedings would also be hosted on MNNIT website (<http://www.mnnit.ac.in/tenders.html>) for the benefit of all the prospective bidders/tenderers. Before submitting their bids, all prospective bidders/tenderers are advised to surf through the MNNIT website after the Pre-bid Conference, in order to enable the make cognizance of the changes made in the bidding document.

CHAPTER-2

CONDITIONS OF CONTRACT

(A.) GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

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

- (i) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (ii) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (iii) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (iv) "Day" means calendar day.
- (v) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (vi) "GCC" means the General Conditions of Contract.
- (vii) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to Supply, Fixing and installation to the Purchaser under the Contract.
- (viii) "Related Services" means the services incidental to the Supply, Fixing and installation of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (ix) "SCC" means the Special Conditions of Contract.
- (x) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (xi) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (xii) Institute means Motilal Nehru National Institute of Technology, Allahabad.
- (xiii) "The final destination," where applicable, means the place named MNNIT Allahabad.

2. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and corruption:

- (i) The purchaser requires that the bidder's suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:
 - (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (c) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, noncompetitive levels; and
 - (d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (ii) The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

4. Joint Venture, Consortium or Association

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

5. Scope of Supply, Fixing and installation

The Goods and Related Services to be supplied shall be as specified in chapter 3.

6. Suppliers' Responsibilities

The Supplier shall Supply, Fixing and installation all the Goods and Related Services included in the Scope of Supply, Fixing and installation in accordance with Scope of Supply, Fixing and installation Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

7. Contract price

Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

8. Copy Right

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

9. Application

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

10. Standards

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

11. Use of Contract Documents and Information

- (i) The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- (ii) The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.
- (iii) Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

12. Patent Indemnity

- (i) The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause12(ii), indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - (a) the installation of the Goods by the Supplier or the use of the Goods in India;
 - (b) the sale in any country of the products produced by the Goods.
- (ii) If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

13. Performance Security (PS)

- (i) Within 21 days of receipt of the notification of Award / Purchase Order / Agreement, the Supplier shall furnish performance security in the amount specified in **SCC**, valid till 60 days after the warranty period. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC.
- (ii) The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- (iii) The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for Supply, Fixing and installation from foreign countries.
- (iv) In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their dealer/bidder.
- (v) The Performance security shall be in one of the following forms:
 - (a) A Bank guarantee issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents. Or
 - (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser.
- (vi) The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in **SCC**.
- (vii) In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
- (viii) The order confirmation should be received within 15 days from the date of notification of award/purchase order.

14. Inspections and Tests

The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Chapter 3.

15. Packing

- (i) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the price schedule form/Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- (ii) The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in **SCC** and in any subsequent instructions ordered by the Purchaser.

16. Delivery and Documents

- (i) Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in **SCC**.
- (ii) The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.
- (iii) The mode of transportation shall be as specified in **SCC**.
- (iv) **Delivery Schedule:**

The Purchaser requires that the goods/service under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods/service at the project site should be calculated for each bid after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other bids at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond 6 weeks of stipulated delivery period will be treated as non-responsive.

17. Insurance

- (i) Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in **SCC**.
- (ii) Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary, initiate & pursue claims till settlement, on the event of any loss or damage.
- (iii) Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.
- (iv) With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent, if any, shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after customs clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

18. Transportation

- (i) Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.
- (ii) Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- (iii) In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

19. Incidental Services

The supplier may be required to provide any or all of the services, as discussed during the course of finalizing the contract.

20. Spare Parts

The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (i) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (ii) In the event of termination of production of the spare parts:
 - (a) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (b) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

21. Warranty

- (i) The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- (ii) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- (iii) Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- (iv) The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- (v) Upon receipt of such notice, the Supplier shall, within a reasonable period of time expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- (vi) If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

22. Terms of Payment

- (i) The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the **SCC**.
- (ii) The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, Acceptance Certificate and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfillment of other obligations stipulated in the contract.
- (iii) Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after successful demonstration, installation/training.
- (iv) Payment shall be made in currency as indicated in the contract.
- (v) **Deviation in Payment Schedule:**
The General Conditions of Contract (GCC) stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation, at a SBI rate of interest 12 percent per annum.

23. Change Orders and Contract Amendments.

- (i) The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:
 - (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) The place of delivery; and/or
 - (c) The Services to be provided by the Supplier.
 - (d) The delivery schedule.

- (ii) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

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

24. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

25. Subcontracts

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

26. Extension of time

- (i) Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified in the contract.
- (ii) If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- (iii) Except as provided under the Force Majeure clause of the **GCC**, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the **GCC** unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

27. Penalty clause

Subject to **GCC** Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.5 percent of the delivered Contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10 Percent of the Contract value. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to **GCC** Clause on Termination for Default.

28. Termination for Default

- (i) The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part
 - (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.
- (ii) In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:
 - (a) the Performance Security is to be forfeited;
 - (b) the purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
 - (c) however, the supplier shall continue to perform the contract to the extent not terminated.

29. Force Majeure

- (i) Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (ii) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (iii) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iv) If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

30. Termination for Convenience

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

31. Settlement of Disputes

- (i) The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- (ii) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

- (iii) The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
 In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director MNNIT Allahabad and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- (iv) The venue of the arbitration shall be the place from where the purchase order/contract is issued.
- (v) Notwithstanding any reference to arbitration herein,
 (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; (b) the Purchaser shall pay the Supplier any monies due the Supplier.

32. Governing Language

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

33. Applicable Law

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

34. Notices

- (i) Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address specified in the **SCC**.
- (ii) A notice shall be effective when delivered or on the notice's effective date, which-ever is later.

35. Taxes and Duties

- (i) For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
- (ii) For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.
- (iii) If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

36. Right to use Defective Goods

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

37. Protection against Damage

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

- (a) Voltage 230 volts – Single phase/ 415 V 3 phase (± 10%)
 (b) Frequency 50 Hz. (±10%)

38. Site preparation and installation

The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of Award / Purchase Order / Agreement.

(B.) SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(xii)	The Purchaser is: The Director, MNNIT, Allahabad.
GCC 1.1(xiii)	The Final Destination is: Motilal Nehru National Institute of Technology, Allahabad-211004 (India).
GCC 13.1	The amount of the Performance Security shall be: 10 % of the contract value
GCC 16.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p>(i) For Goods being offered from India</p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also Supply, Fixing and installation following documents by registered post / speed post and copies thereof by FAX.</p> <p>(a) Two copies of Supplier's Invoice indicating, <i>inter-alia</i> description and specification of the goods, quantity, unit price, total value;</p> <p>(b) Packing list;</p> <p>(c) Certificate of country of origin;</p> <p>(d) Insurance certificate, if required under the contract;</p> <p>(e) Railway receipt/Consignment note;</p> <p>(f) Manufacturer's guarantee certificate and in-house inspection certificate;</p> <p>(g) Inspection certificate issued by purchaser's inspector, if any and</p> <p>(h) Any other document(s) as and when required in terms of the contract.</p>

	<p>Note:</p> <ol style="list-style-type: none"> 1. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s) 2. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses <p>(ii) For Goods being offered from abroad</p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also Supply, Fixing and installation following documents by Registered Post/ courier and copies thereof by FAX.</p> <ol style="list-style-type: none"> (a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.; (b) Packing list; (c) Certificate of country of origin; (d) Manufacturer's guarantee and Inspection certificate; (e) Inspection certificate issued by the Purchaser's Inspector. (f) Insurance Certificate, if required under the contract; (g) Name of the Vessel/Carrier; (h) Bill of Lading/Airway Bill; (i) Port of Loading; (j) Date of Shipment; (k) Port of Discharge & expected date of arrival of goods and (l) Any other document(s) as and when required in terms of the contract. <p>Note:</p> <ol style="list-style-type: none"> 1. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s) 2. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses
GCC 16.3	<p>In case of supplies from within India, the mode of transportation shall be by Rail/Road.</p> <p>In case of supplies from abroad, the mode of transportation shall be by Air.</p>
GCC 17.1	<p>The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.</p>
GCC 21.3	<p>The warranty shall remain valid for 12 months from the date of acceptance at final destination.</p>
GCC 22.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods and services offered from abroad:</p> <p>Payment of foreign currency portion shall normally be made in the currency of contract in the following manner:</p> <p>Payment Terms: Since, the configuration offered by you for required items is based upon the performance/throughput/features parameters, MNNIT will give 100% of total payment only on successful installation, acceptance and demonstration of operational aspects achieved at MNNIT site. Compliance to these terms should be submitted along with technical proposal itself.</p> <p>The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. All bank charges in India to the account of the opener and all bank charges outside India to the account of the beneficiary. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable, if any to the Indian agent from the FOB/FCA value.</p> <p>Payment for Goods and Services offered from India:</p> <p>Payment for Goods and Services supplied from within India shall normally be made in Indian Rupees, as follows:</p> <p>Payment Terms: Since, the configuration offered by you for required items is based upon the performance/throughput/features parameters, MNNIT will give 100% of total payment only on successful installation, acceptance and demonstration of operational aspects achieved at MNNIT site. Compliance to these terms should be submitted along with technical proposal itself.</p>
GCC 34.1	<p>The place of jurisdiction is Allahabad, India</p>

CHAPTER-3

SPECIFIC TECHNICAL TERMS & CONDITIONS (STC),

SPECIFICATIONS & COMPLIANCE DETAILS

Specific Technical Conditions (STC), detailed technical specifications and Compliance Details are as follows:

(A.) SPECIFIC TECHNICAL TERMS & CONDITIONS (STC)

Please find enclosed herewith the technical terms & conditions to be made compliant with:

1. The Bidder/Tenderer is required to Supply, Fixing and installation the items as per detailed specifications given in **Annexure: A**.
2. These items will be processed as 'Two-Parts tendering processes. The first part is Technical-Commercial (Bill of Materials **WITHOUT** the price bids) and second part consisting of **ONLY PRICE** bids. All the technical terms and conditions of the offer must be mentioned in the technical proposal and no additional terms will be accepted at a later stage. They should also submit the **Technical Compliance Table** for these items, as given in **Annexure: B**.
3. Bidders/Tenderers are required to note that they should substantiate the compliance statement, as given in **Annexure: B** with necessary and relevant documents, wherever applicable. They should not merely write a "Yes" or "No" in the "Bidder/Tenderer's Response" column but bring out salient features/limitations of their proposed equipments.
4. The Bidder/Tenderer should provide on-site comprehensive five (5) years OR three (3) years warranty for this proposed equipments. **(OPTIONAL)**
5. The Bidder/Tenderer is required to quote for Supply, Fixing and installation, installation, integration, testing and maintenance for all the hardware systems and software as listed in specifications along with compliance of the terms and conditions.
6. Original copy of latest, currently dated, authorization letter from parent or OEM is required to be submitted, **which should address authorization to submit this bid to MNNIT** & Supply, Fixing and installation spare parts and maintenance support for a minimum period of TEN (10) years, after warranty period, that is total of 11 years.
7. The Bidder/Tenderer has to install the equipments at MNNIT site with its associated systems, devices and software.
8. The Bidder/Tenderer may be required to give their technical presentation of their proposed equipments as part of the technical qualification criteria. Bidders/Tenderers should ensure full compliance to all the requirement/specification mentioned in these documents.
9. The Bidder/Tenderer should submit the technical brochures, data sheets, etc. describing various technical aspects of offered equipments with hardware and software (if applicable), operational performance etc. This should be substantiated with line diagrams, sub-system connectivity, detailing salient features covered in the proposed equipments, along with technical proposal.
10. The Bidder/Tenderer should submit along with the technical proposal detailed list of Bill of Materials (BoM) and bring out clearly that the proposed equipments as per the BoM will be satisfying all the requirements listed in the technical specifications. Bidder/Tenderer should give detailed justification on how the performance is going to be achieved in the offered equipments, with the submitted BoM.
11. **Payment Terms:** Since, the configuration offered by you for required items is based upon the performance/throughput/features parameters, MNNIT will give 100% of total payment only on successful installation, acceptance and demonstration of operational aspects achieved at MNNIT site. Compliance to these terms should be submitted along with technical proposal itself.
12. **Performance Bank Guarantee:** Bidders /Tenderers should submit Performance Bank Guarantee for 10% of order value, valid till 60 days after the warranty period, on receipt of the notification of Award / Purchase Order / Agreement?
13. Bidder/Tenderer MUST include the Bill of Material, without the prices, along with technical proposal, i. e., Technical Bid (part-1).
14. Installation, integration and acceptance will be done at MNNIT site.
15. The entire responsibility of installation, integration and operational performance of the required equipments will be of the Bidder/Tenderer.
16. The Bidder/Tenderer is required to quote the **LATEST** system available in market, meeting the required specifications and supported by the OEMs. The offered equipments should be configured in such a way that any component is NOT to its end-of-life within the assured support period as given in point no. 6 above.
17. At the time of installation and commissioning of the configuration, if it is found that some additional hardware accessories and/or software items with licenses are required to complete the configuration to meet the operational performance requirement of the required equipments, which are not included in your original list of deliverables then you are required to Supply, Fixing and installation such items to ensure the completeness of the equipment/machine at NO EXTRA COST TO MNNIT. Bidder/Tenderer should ensure completeness of the list of deliverables in the offer to avoid such discovery during installation, in strict consultation with respective OEMs.
18. Bidder/Tenderer and its OEM will arrange for giving onsite technical training of at least three days for operations of the offered equipments. All salient features of operation for these equipments and day to day troubleshooting should be covered in the training.
19. The Bidder/Tenderer should provide all original user's manuals, technical documents, operating manual, system toolkit, application notes, user guides, software CDs and DVDs, Driver CDs and DVDs, and all printed / electronic media that comes with the offered equipments.
20. The Bidder/Tenderer should provide the following mandatory information:
 - i. Bidder/Tenderer must provide the information on the similar equipments supplied and installed in last 3 years. Bidder/Tenderer must submit satisfactory documentary proof from end-user.
 - ii. List of Organizations/Customers dealt by them with respect to above point no. (i).
 - iii. Latest copy of Income Tax Return Form and PAN number, as per government norms.
 - iv. Copy of Registration of Firm with CST/GST Nos.
 - v. List of all past supplies of such similar equipments and their satisfactory performance certified by their users.
21. The Bidder/Tenderer must be an Authorized System Integrator having a direct purchase and support agreement with the OEM of the EQUIPMENTS. The bidder/tenderer should have integrated, tested and supplied the equipment of similar type specified in the 'schedule of requirements' of an educational institute / organization.

22. The bidder/tenderer should be either a manufacturer or authorized agent of the foreign/Indian manufacturer. In latter case please enclose the authorization certificate.
23. The 'manufacture's authorization from (MAF)' each of the product quoted should be submitted in the enclosed format.
24. The principal vendor should have local offices in India.
25. The principal of the bidder/tenderer should have a 24 x 7 technical assistance center in India and the bidder must have service centers of their own in northern India with engineers qualified to handle the repair & maintenance work.
26. The bidder/tenderer must have supplied the **quoted model** to the institutions of repute respectively NITs/IITs/IIITs/Central Universities/ISERS/CSIR laboratories etc. and must have conducted a demo at these places.
27. The principal of the bidder/tenderer should have **annual average turnover, for last three financial years, of at least 70 Lakh** and should have at least 5 logistics support centers in India, to service/replace the faulty equipment within a time frame of 48 hours. The principal vendor should also have the valid sales tax registration number for the logistic support center in India for spare and replenishment.
28. To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
29. To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
 - 1.1. A detailed description of the essential technical and performance characteristics of the goods;
 - 1.2. **A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced- bid ;** and
 - 1.3. An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions, in the format enclosed as 'deviation statement form' to the provisions of the Technical Specifications.
30. For purposes of the commentary to be furnished pursuant to above, the Bidder/Tenderer shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder/Tenderer may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the **substitutions ensure substantial equivalence to those designated in the Technical Specifications.**
31. Bidder/Tenderer should also provide the specimen and other material needed for training and demonstration of the system.
32. Compliance to above Specific Technical Conditions, given as **Annexure: C**, will be considered for overall evaluation of the bid and **non-compliance of any of the above technical terms & conditions/specifications may turn into rejection.**

(B.) Specific Technical Conditions to the "Microsoft Campus Agreement"

1. The participating vendor/ bidders should have office located at Allahabad and nearby.
2. The participating vendor/ bidders having experience of Microsoft Product related work for the minimum amount of Rs. 5,000,00/- in either of the two preceding years in Central Govt./ State Govt./ PSU/ Reputed Firm, can take part in this tender.
3. The vendor should have Annual Turn Over of at least 70 lakhs during the last three years.
4. The vendor must be authorized by the Microsoft Corporation to sell and support their products in Educational Institutes. Authorization letter from Microsoft against this tender must be enclosed with the offer without which the bid will be rejected.

(C.) SCOPE OF WORK

The work includes the following:

- (1.) The Supply, Fixing and installation and installation of equipment with accessories.
- (2.) Testing of equipment.
- (3.) to provide, one copy each of following documentation (on CD/DVD and printed manual, both)
 - a) installation manual,
 - b) operating manual, and
 - c) Service Manual.
- (4.) Repair/Refurnishing work to restore the damage caused due to cabling or any other work related to installation.
- (5.) Any other work required for equipment making functional up to the satisfaction of MNNIT Allahabad.

Place:

Date:

Signature and seal of the Manufacturer/Bidder

ANNEXURE: A
TECHNICAL SPECIFICATIONS OF “MICROSOFT CAMPUS AGREEMENT”

1.	Microsoft Campus Agreement for 36 months DsktpEdu ALNG LicSAPk OLV E 3Y Acdmc Ent (Supply, Installation etc.); (Part No. 2UJ-00011) [Windows upgrade, Microsoft Office Professional Plus 2010 and upgrade and Microsoft Core CAL Suite (Includes Windows Server Standard CAL, Exchange Server Standard CAL, SharePoint Server Standard CAL, and System Center Configuration Manager CAL)]
2.	Full-Time equivalent based licenses that cover all the PC's owned by the college For counting FTE (the approx. number is counting) Full Time Faculty-175 Nos. Part Time Faculty-60 Nos. Full Time Staff-80 Nos. Part Time Staff-60 Nos. The formula for FTE count is $FTE = (\text{Full time faculty}) + (\text{Part time faculty}/3) + (\text{Full time staff}) + (\text{Part time staff}/2)$ $175 + (60/3) + 80 + (60/2)$ 305 Nos.
NOTE:	Employee such as maintenance, ground keeping and cafeteria staff is excluded from the faculty/Staff employee count because they do not use institutional devices.

Signature and Seal of the Manufacturer/Bidder

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(D.) ANNEXURE: B
BIDDER'S COMPLIANCE STATEMENT FOR ANNEXURE: A

Sl. No.	Compliance Statement for Specific Technical Terms and Conditions	Bidder/ Tenderer's Compliance/ Response	Evidence/Remarks required to support
1.	Microsoft Campus Agreement for 36 months DsktpEdu ALNG LicSAPk OLV E 3Y Acdmc Ent (Supply, Installation etc.); (Part No. 2UJ-00011) [Windows upgrade, Microsoft Office Professional Plus 2010 and upgrade and Microsoft Core CAL Suite (Includes Windows Server Standard CAL, Exchange Server Standard CAL, SharePoint Server Standard CAL, and System Center Configuration Manager CAL)]		
2.	Full-Time equivalent based licenses that cover all the PC's owned by the college		

Signature and Seal of the Manufacturer/Bidder

ANNEXURE: C
BIDDER'S COMPLIANCE STATEMENT FOR
SPECIFIC TECHNICAL TERMS AND CONDITIONS (STC)

Bidders/Tenderers should critically go through this specific technical terms & conditions and make themselves compliant.

Bidders/Tenderers should NOT simply write Yes or No here but give detailed write-up after understanding the requirement of the feature described here and provide respective technical data sheets/brochure/documents.

Sr. No.	Compliance Statement for Specific Technical Terms and Conditions	Bidder/Tenderer's Response
1	Is the Bidder/Tenderer ready to Supply, Fixing and installation these equipments' as per detailed specifications given in Annexure: A?	
2	The procurement of these equipments will be processed as Two-Parts tendering process. The first part is Technical-Commercial "Complete set of deliverables without the price bid" and second part consisting of ONLY PRICE bids. Has Bidder/Tenderer submitted this tender response in two-parts as directed?	
	Has Bidder/Tenderer agreed to all the technical terms and conditions of the offer, as mentioned in the technical proposal and no such additional terms & conditions from Bidder/Tenderer will be accepted, at a later stage?	
	Has the Bidder/Tenderer submitted the Technical Compliance Table for these items, as given in Annexure: B?	
3	Has the Bidder/Tenderer substantiated the Compliance Statement, as given in Annexure: B , with necessary and relevant documents, wherever applicable? Bidder/Tenderer should not merely write a "Yes" or "No" in the "Bidder's Response" column but bring out salient features/limitations of their proposed equipments.	
4	Has the Bidder/Tenderer provided on-site comprehensive five (5) years OR three (3) years warranty for offered equipments and has quoted for both these options separately?	
5	Has the Bidder/Tenderer quoted for Supply, Fixing and installation, installation, integration, testing of the 'These equipment' and maintenance for all the hardware systems and software as listed in this RFP along with compliance of the terms and conditions?	
6	Has Bidder/Tenderer provided ORIGINAL copy of latest, currently dated, authorization letter from parent or OEM, with authorization issued to submit this bid, provide these equipments to MNNIT & Supply, Fixing and installation/ spare parts and maintenance support for a minimum period of TEN (10) years, after ONE (01) year warranty period, that is total of ELEVEN (11) years?	
7	Is the Bidder/Tenderer ready to install these equipments at MNNIT site and integrate them in respective laboratories at MNNIT, with its associated systems, components, devices and software?	
8	Is the Bidder/Tenderer ready to give their technical presentation of the proposed equipments, as part of the technical qualification criteria?	
	Does the Bidder/Tenderer ensure full compliance to all the requirement/specification mentioned in these documents?	
	Is the Bidder/Tenderer ready to provide all contents of technical discussion/presentation to MNNIT along with soft copy?	
9	Is the Bidder/Tenderer ready to submit the proposal specific to these equipments along with documents (technical brochures, data sheets, etc.) describing various technical aspects like integrated working of offered equipments with hardware and software, operational performance etc, substantiated with line diagrams, sub-system connectivity, detailing salient features covered in the proposed equipments, along with technical proposal?	
10	Has the Bidder/Tenderer submitted, along with the technical proposal, "the detailed list of deliverables" and has bring out clearly that the offered equipments, as per the BOM submitted, will be satisfying all the requirements listed in the technical specifications?	
	Has Bidder/Tenderer given detailed justification on how the performance is going to be achieved in the offered equipments with the submitted BOM?	
11	Payment Terms: Since, the configuration offered by you for required items is based upon the performance/throughput/features parameters, MNNIT will give 100% of total payment only on successful installation, acceptance and demonstration of operational aspects achieved at MNNIT site. Compliance to these terms should be submitted along with technical proposal itself.	
	Has Bidder/Tenderer submitted compliance to these terms along with technical proposal itself?	
12	Performance Bank Guarantee: Does Bidder/Tenderer agree to submit Performance Bank Guarantee for 10% of order value, valid till 60 days after the warranty period, on receipt of the notification of Award / Purchase Order / Agreement?	
13	Has Bidder/Tenderer included the 'list of deliverables', without the prices, for the offered equipments, along with technical proposal, i. e., Technical Bid (part-1)?	
14	Does Bidder/Tenderer agree that Installation, integration and acceptance will be done at MNNIT site?	
15	Does the Bidder/Tenderer agree that the entire responsibility of installation, integration and operational performance of the 'Technical Specifications of required equipments' will be of the bidder/tenderer?	
16	Is the Bidder/Tenderer ready to quote the LATEST system available in market, meeting the required specifications and supported by the OEMs?	
	Are these equipments configured in such a way that any component is NOT to its end-of-life within the assured support period as given in point no. 6 above?	

Sr. No.	Compliance Statement for Specific Technical Terms and Conditions	Bidder/Tenderer's Response
17	Does Bidder/Tenderer agree that at the time of installation and commissioning of the configuration, if it is found that some additional hardware accessories and/or software items with licenses are required to complete the configuration to meet the operational performance requirement of the configuration, which are not included in their original list of deliverables then they are required to Supply, Fixing and installation such items to ensure the completeness of the configuration at NO EXTRA COST TO MNNIT?	
	Does the Bidder/Tenderer ensure the completeness of the list of deliverables in the offer to avoid such discovery during installation, in strict consultation with respective OEMs?	
18	Do Bidder/Tenderer and its OEM agree to arrange for "Technical training on the operation of the offered equipments for THREE days or more, as may be necessary to ensure a reasonable degree of comfort with the instrument"?	
	Are all salient features like day to day operation, troubleshooting, system administration of these equipments, covered in the training?	
19	Is the Bidder/Tenderer ready to provide all original user's manuals, technical documents, operating manual, system toolkit, application notes, user guides, software CDs and DVDs, Driver CDs and DVDs, and all printed / electronic media comes with the offered equipment'?	
20	Does the Bidder/Tenderer agree to provide the following mandatory information? :	
	i. Bidder/Tenderer must provide the information of similar equipments supplied and installed in last 3 years.	
	ii. List of Organisations/Customers dealt by them with respect to above point no. (i).	
	iii. The PAN No., as per Government records.	
	iv. Copy of Registration of Firm with CST/GST Nos.	
21	The Bidder/Tenderer is an Authorized Equipment Supplier having a direct purchase and support agreement with the OEM of the EQUIPMENTS.	
	Has the bidder/tenderer integrated, tested and supplied the equipments of similar type specified in the 'schedule of requirements' of any other educational institute / organization.	
22	The bidder/tenderer should be either a manufacturer or authorized agent of the Foreign/Indian manufacturer. In latter case please mention the authorization certificate, reference no. and date.	
23	Has the Bidder/Tenderer submitted the 'Manufacture's Authorization Form (MAF)' for each of the product quoted, in the enclosed format.	
24	Does the principal vendor have local offices in India. Please give no. of offices & their addresses?	
25	The principal of the bidder/tenderer have a 24 x 7 technical assistance center in India and the bidder has service centers of their own in northern India with engineers qualified to handle the repair & maintenance work. Please give details.	
26	Has the Bidder/Tenderer supplied the quoted model to the institutions of repute respectively NITs/IITs/IITs/Central Universities/IISERs/CSIR laboratories etc. and conducted a demo at these places. Please give details?	
27	Has the principal of the Bidder/Tenderer have annual average turnover, for last three financial years, of at least 70 lakhs and have at least "a support centre, capable of serving/replacing the faulty equipment at MNNIT, within a time frame of 48 Hrs". Please give details.	
	The principal vendor has the valid trade tax registration number for the logistic support center in India for spare and replenishment. Please give details.	
28	To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment. <u>Is it attached here?</u> Please mention reference no. and date.	
29	Does the Bidder/Tenderer agree to provide the following documents: (i) A detailed description of the essential technical and performance characteristics of the goods; (ii) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the purchaser in the Priced- bid ; and (iii) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions, in the format enclosed as 'deviation statement form' to the provisions of the Technical Specifications.	
30	Does the Bidder/Tenderer agree with Clause 30 of STC? For purposes of the commentary to be furnished pursuant to above, the Bidder/Tenderer shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder/Tenderer may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.	
31	Does Bidder/Tenderer agree that Compliance to points 1-31 of Specific Technical Term & Conditions (STC), given as Annexure: C , will be considered for overall evaluation of the bid and non-compliance of any of the above technical terms & conditions/specifications may turn into rejection?	

CHAPTER-4

TECHNICAL BID (PART-1)

Technical Bid (Part-1) will be the compilation of following documents, **along with required supporting documents**. No document in support of minimum eligibility criteria will be accepted / entertained after opening of tender.

Sl. No	Documents
1.	Cover letter by bidder (On the Letter Head of the Bidder)
2.	Format – A : Check List for Eligibility Criteria (On the Letter Head of the Bidder)
3.	Format – B : Bid Proposal Sheet (On the Letter Head of the Bidder)
4.	Format – C : Bidder's Statement (On the Letter Head of the Bidder)
5.	Format – D : BILL OF MATERIAL (BOM) (On the Letter Head of the Bidder)
6.	Format – E : DEVIATION STATEMENT (On the Letter Head of the Bidder)
7.	Format – F : MANUFACTURERS' AUTHORIZATION FORM (MAF) (On the Letter Head of the Manufacturer)
8.	Format – G : PRICE REASONABILITY CERTIFICATE (On the Letter Head of the Bidder)
9.	Format – H : BID SECURITY FORM (On the Letter Head of the Bidder)
10.	Format – I : PERFORMANCE SECURITY FORM (On the Letter Head of the Bidder)
11.	Format – J : CAPABILITY STATEMENT FORM (On the Letter Head of the Bidder)
12.	ANNEXURE: A: TECHNICAL SPECIFICATIONS FOR " Microsoft Campus Agreement "
13.	ANNEXURE: B : BIDDER's COMPLIANCE STATEMENT FOR ANNEXURE: A
14.	ANNEXURE: C : BIDDER's COMPLIANCE STATEMENT FOR SPECIFIC TECHNICAL TERMS AND CONDITIONS (STC)

[NOTE: The Technical Bid (Part-1) must be submitted in an organized and structured manner. None of the documents/brochures/ leaflets etc. should be submitted in loose form.]

Format – A

CHECK LIST FOR ELIGIBILITY CRITERIA **(ON THE LETTER HEAD OF THE BIDDER)**

Sl. No	PARTICULARS	To be Filled by Bidder			
		YES	NO	N.A.	Enclosure No. (If YES)
1.	Enclose a copy, if registered with				
	a. NSIC				
	b. SSI				
	c. DGS&D				
2.	Required Tender Fees (in the form of DD)				
3.	Required Earnest Money deposit (in the form of FDR / BGR)				
4.	Format – A : Check List for Eligibility Criteria (On the Letter Head of the Bidder)				
5.	Format – B : Bid Proposal Sheet (On the Letter Head of the Bidder)				
6.	Format – C : Bidder's Statement (On the Letter Head of the Bidder)				
7.	Format – D : BILL OF MATERIAL (BOM) (On the Letter Head of the Bidder)				
8.	Format – E : DEVIATION STATEMENT (On the Letter Head of the Bidder)				
9.	Format – F : MANUFACTURERS' AUTHORIZATION FORM (MAF) (On the Letter Head of the Manufacturer)				
10.	Format – G : PRICE REASONABILITY CERTIFICATE (On the Letter Head of the Bidder)				
11.	Format – H : BID SECURITY FORM (On the Letter Head of the Bidder)				
12.	Format – I : PERFORMANCE SECURITY FORM (On the Letter Head of the Bidder)				
13.	Format – J : CAPABILITY STATEMENT FORM (On the Letter Head of the Bidder)				
14.	Annexure: A: Technical Specifications For " Microsoft Campus Agreement "				
15.	Annexure: B : BIDDER's COMPLIANCE STATEMENT FOR ANNEXURE: A				
16.	ANNEXURE: C : BIDDER's COMPLIANCE STATEMENT FOR STC				
17.	Copy of Firm's Registration (REF.: Item 4 of FORMAT-C)				
18.	Copy of Firm's Registration for VAT/CST/LST/TIN				
19.	Copy of the PAN no. of the Firm (REF.: Item 7 of FORMAT-C)				
20.	Copy of the TIN no. of the Firm (REF.: Item 8 of FORMAT-C)				

21.	Copy of the Service Tax Registration No. of the Firm (REF.: Item 9 of FORMAT-C)				
22.	Supporting Document showing Annual Turnover for the last 3 years (REF.: Item 10 of FORMAT-C)				
23.	List of Types of equipments supplied during preceding THREE years, as on date of signing the bid (REF.: Item 13 of FORMAT-C)				
24.	List and Details of Supply, Fixing and installation similar equipments, supplied to reputed Indian organizations, especially NITs/ IITs/IITs/ Central Universities/ IISERs/CSIR labs etc., during preceding THREE years, as on date of signing the bid. (REF.: Item 14 of FORMAT-C)				
25.	All documentary proofs showing satisfaction of the eligibility criteria, as laid down in the Tender document, are attached.				
26.	All prices quoted, for products and services, are valid for a period of 120 calendar days from the last date of submission of bids. <i>No upward change in prices and 'terms and conditions' will be permitted to the bidder.</i>				
27.	The quoted prices are in Indian Rupees, and F.O.R. MNNIT Allahabad, Allahabad", inclusive of Packing, Forwarding, Freight/Cartage and insurance charges. <i>Please note that MNNIT Allahabad is an educational institution and is exempted from payment of Custom Duty and certain taxes, as per rules of Government of India for which necessary certificates will be provided by the MNNIT Allahabad.</i>				
28.	In Price Bid (Part 2), all applicable taxes, duties etc are mentioned, clearly and separately. <i>If taxes are not mentioned, it would be assumed that the rates quoted are inclusive of taxes.</i>				
29.	The bidder is registered with Ministry of Finance. <i>If the bidder is Supply, Fixing and installation the imported materials, he must be registered with Ministry of Finance.</i>				
30.	All relevant Technical Literature/Catalogue/Pamphlets/Technical Literature is attached along with Technical Bid (Part-1).				
31.	Please provide your delivery schedule , attached along with Technical Bid (Part-1), failing which your quotation will NOT be considered. <i>The successful bidders are required to Supply, Fixing and installation the goods within prescribed delivery schedule from the date of purchase order.</i>				
32.	In case of becoming success bidder, the bidder agrees to submit a performance Bank Guarantee of 10% of the cost of the material, as per the Purchase Order of MNNIT Allahabad, along with the Acceptance.				
33.	The bidder agrees that In case the equipment/accessories are not supplied within specified delivery period, or the installation and commissioning is delayed beyond the specified time, a penalty @2% of the Purchase Order value for each month or part thereof , will be charged from the supplier. The same would be deducted from the final payment.				
34.	The equipment must be warranted against all manufacturing defects for the standard warranty period from the date of successful installation and acceptance. In case, a part thereof or the whole equipment is found defective the same will have to be rectified/replaced on free of charge basis without lapse of time. In case the equipments are not repaired/ replaced within the "Service Time" quoted, the bidder agrees that suitable action may be taken by the MNNIT Allahabad.				
35.	The bidder agrees that all disputes, if arising related to this tender, shall be in courts of Allahabad.				
36.	The bidder agrees that the MNNIT Allahabad reserves the right to reject lowest quotation or all the quotations or accept any quotation or part thereof without assigning any reason. Further, Bill of Material (BOM) as indicated in this Tender Document is subject to change, determined by the needs of the MNNIT.				

Place:

Date:

Signature and seal of the Manufacturer/Bidder

FORMAT-B
BID PROPOSAL SHEET
(ON THE LETTER HEAD OF THE BIDDER)

To
Faculty In-charge (Purchase)
MNNIT Allahabad, Allahabad

Subject: Supply, Fixing and installation, Fixing and Installation of **"Microsoft Campus Agreement"** at MNNIT Allahabad, Allahabad.

Dear Sir,

We, the undersigned Tenderers, having read and examined in detail the specifications and scope of the work as specified in this document in respect of Supply, Fixing and installation, Fixing and Installation of **"Microsoft Campus Agreement"** at MNNIT Allahabad, Allahabad do hereby propose to Supply, Fixing and installation, Fixing the required products and services.

Tender No.				
Tender Fees submitted		YES / NO		(Please strike off whatever is not applicable)
Amount	Mode	Date of Issue	Name of Bank	Valid up to
	Demand Draft			
EMD submitted		YES / NO		(Please strike off whatever is not applicable)
Amount	Mode	Date of Issue	Name of Bank	Valid up to
	FDR /Bank guarantee			

- (i) **PRICE AND VALIDITY:** All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All prices quoted by us for the products and services shall remain valid respectively for a period of **120 days** from the last date of submission of bids.
- (ii) **DEVIATIONS:** We declare that all the services shall be performed strictly in accordance with the Technical specifications mentioned in the Tender document. No Technical deviation will be acceptable and any technical deviation is liable to the rejection of tender.
- (iii) **ADDITIONAL PURCHASE/WORK ORDER:** We understand that the MNNIT Allahabad, Allahabad, in case of the requirements may also place repeat purchase order/work order on the company. In such cases, we shall accept and execute all the purchase/work order placed on us by MNNIT Allahabd, Allahabad.
- (iv) **BID PRICING:** We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the bidding document. We further understand that the quantities as specified in this Tender may increase or decrease at the time of Award of Purchase Order as per the requirements of MNNIT Allahabad, Allahabad.
- (v) **QUALIFYING DATA:** We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.
- (vi) **CONTRACT PERFORMANCE SECURITY:** We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee Bond in the form of Bank Guarantee for the amount of 10% of the total order value.
- (vii) **PAYMENT TERMS:** We hereby declare that in case the contract is awarded to us, we agree with payment terms specified in the tender documents.
- (viii) **CERTIFICATE AND DECLARATION:**
- I/We certify that no addition/modification/alteration has been made in the Original Tender Document. If at any stage addition /modification /alteration is noticed in the Original Document, I/We will abide by the terms and conditions contained in the original tender document, failing which MNNIT Allahabad reserves the right to reject the tender and/or cancel the contract
 - It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that MNNIT Allahabad is authorized to make enquiry to establish the facts claimed and obtained confidential reports from clients.
 - In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD and/or any penal action and other damages including withdrawal of all work /purchase orders being executed by us. Further MNNIT Allahabad is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.
 - I / We assure the Institute that neither I /We, nor any of my /our workers, will do any act which is improper / illegal during the execution in case the tender is awarded to us.
 - I / We assure the Institute that I / We will NOT be outsourcing any work specified in the tender document, to any other firm.
 - Neither I / We, nor anybody on my /our behalf will indulge in any corrupt activities /practices in my /our dealing with the Institute.
 - Our Firm / Company / Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or any other Govt. Organization.
 - I/We certify that, I have understood all the terms & conditions (GCC, SCC, STC etc.), and scope of work, as indicated in Chapter-Two of the tender document, and hereby accept all the same completely.
 - I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., from the Competent Authority for providing the requisite services,
 - We understand that you are not bound to accept the lowest or any bid you may receive.
 - I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract between us.

Signature and Seal of the Manufacturer/Bidder

FORMAT-C**BIDDER'S STATEMENT****(ON THE LETTER HEAD OF THE BIDDER)**

[NOTE: Tenderer **MUST** submit **ALL** required documents in support of minimum eligibility criteria along with the tender. No document in support of minimum eligibility criteria will be accepted / entertained **after** opening of tender. **A list of all submitted documents should be provided.**]

1.	Name & Address of the Bidder									
2.	Website of firm									
3.	Place & year of the firm's Incorporation									
4.	Registration No. (Copy to be enclosed)									
5.	Constitution of the firm (Pvt. Ltd., Public, Proprietary)									
6.	Name of the Chief Executive of the firm									
7.	Permanent Account No. (Income Tax) (Attach attested copy)									
8.	Tax Identification No. (TIN) (Attach attested copy)									
9.	Service Tax Registration No (Attach attested copy)									
10.	Annual Turn over for the last 3 years (Attach supporting documents)									
	2011-12		2010-11	2009-10						
	Rs.		Rs.	Rs.						
11.	Classifications of Bidder									
	(i.)	Manufacturer								
	(ii.)	Authorized Agent								
	(iii.)	Dealer								
	(iv.)	Others (please specify)								
12.	Name and address of the contact person to whom all references shall be made regarding this tender enquiry.									
	(i.)	Name								
	(ii.)	Address								
	(iii.)	Telephone No.								
	(iv.)	Fax No.								
	(v.)	Mobile No								
	(vi.)	e-Mail								
13.	Types of equipments supplied during preceding THREE years, as on date of signing the bid. (Attach supporting documents)									
	Sl. No.	Name of equipment	Capacity size & model	Name of Manufacturers & Country of origin	Total Nos. supplied in India	No. of orders in hand				
	(i.)									
	(ii.)									
	(iii.)									
	(iv.)									
	(v.)									
14.	Details of Supply, Fixing and installation of similar equipments, supplied to reputed Indian organizations, especially NITs/ IITs/IITs/ Central Universities/ IISERs/CSIR labs etc., during preceding THREE years, as on date of signing the bid. (Attach supporting documents)									
	Sl. No.	Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactory? (Attach a certificate from the purchaser/ Consignee)	Contact person alongwith Telephone No., FAX No. and e-mail address
	(i.)									
	(ii.)									
	(iii.)									
	(iv.)									
	(v.)									
15.	Details of Testing facilities available									

	(i.)	List of testing equipments available	
	(ii.)	Give details of tests, which can be carried out on items offered.	
	(iii.)	Details of the testing organization available	
16.	Details of Nearest service centers		
	(i.)	Address	
	(ii.)	Phone No.	
	(iii.)	Year of Establishment	
	(iv.)	Name of contact person and contact details	
	(v.)	Status of working Days and Hours	
	(vi.)	No. of skilled employees	
	(vii.)	No. of Unskilled employees	
	(viii.)	No. of Engineering employees	
	(ix.)	No. of Administrative employees	
	(x.)	List of special repair/workshop facilities available	
	(xi.)	Storage space available for spares (sq.m.)	
	(xii.)	Value of minimum stock of spares available at all the service centers in Indian currency	
	(xiii.)	Value of the models/types by number of equipment serviced by the centre in the last THREE years	

Place:

Date:

Signature and seal of the Manufacturer/Bidder

=====

FORMAT-D
BILL OF MATERIAL (BOM)
(ON THE LETTER HEAD OF THE BIDDER)

Name of EQUIPMENT:

S. No	Item	Unit	Qty	Compliance (Yes/No)
1		Nos.		
2		Nos.		
3		Nos.		
4		Nos.		
5		Nos.		

(A.) Warranty Details for Equipments and accessories :

(B.) Period of Delivery for Equipments and accessories:

Signature and Seal of the Manufacturer/Bidder

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FORMAT-E
DEVIATION STATEMENT
(ON THE LETTER HEAD OF THE BIDDER)

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

CLAUSE	DEVIATION	REMARKS (including justification)

[NOTE: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".]

Place:

Date:

Signature and seal of the Manufacturer/Bidder

FORMAT-F
MANUFACTURERS' AUTHORIZATION FORM (MAF)
(ON THE LETTER HEAD OF THE BIDDER)

No. _____
To _____

Dated _____

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

Date: [insert date (as day, month and year) of Bid Submission]
Tender No.: [insert number from Invitation For Bids]

To: [insert complete name and address of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

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

Dated on _____ day of _____, _____ [insert date of signing]

Yours faithfully,
(Name)
(Name of manufacturers)

Note: *This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.*

FORMAT-G
PRICE REASONABILITY CERTIFICATE
(ON THE LETTER HEAD OF THE BIDDER)

It is certified that the rates quoted against Tender No. dated for the items vide our Quotation No.datedare exclusively for Supply, Fixing and installation to ACADEMIC and RESEARCH Institutions and are not more than as charged to other Govt. /PSU's for similar supplies made in recent past. If they have been approved by the Director, MNNIT Allahabad and if at any stage it has been found that the quoted rates are higher than the rates applicable to Supply, Fixing and installation to Government then in such condition MNNIT Allahabad, will have the right to cancel the approved rates and to take legal action against the tenderer.

Yours faithfully,
(Name of manufacturers)

(Signature with date)
(Name and designation) Duly authorized to sign tender for and on behalf of

FORMAT-H
BID SECURITY FORM
(ON THE LETTER HEAD OF THE BIDDER)

Whereas¹ (hereinafter called "the Bidder") has submitted its bid dated..... (date of submission of bid) for the Supply, Fixing and installation of (name and/or description of the goods/Service) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE..... (name of bank) of..... (name of country), having our registered office at..... (address of bank) (hereinafter called "the Bank"), are bound unto..... (name of Purchaser) (Hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

- 1. If the Bidder
 - (a) Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) Does not accept the correction of errors in accordance with the ITB; or
- 2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

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

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

.....
(Signature of the Bank)

Name of Bidder

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FORMAT-I
PERFORMANCE SECURITY FORM
(ON THE LETTER HEAD OF THE BIDDER)

To: _____ (Name of Purchaser)

WHEREAS (Name of Supplier/ service provider)
Hereinafter called "the Supplier/ service provider " has undertaken, in pursuance of Contract (Notification of Award) No..... dated,..... 20... to Supply, Fixing and installation..... (Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier/ service provider, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Date.....20.....

Signature and Seal of Guarantors

.....
.....

Address:.....

.....
.....

FORMAT-J
CAPABILITY STATEMENT FORM (CSF)
(ON THE LETTER HEAD OF THE BIDDER)

1. Name & Address of the Bidder Phone:
 2. Classifications (1) Manufacturer
 (2) Authorized Agent
 (3) Dealer
 (4) Others (please specify)
 3. Plant: (a) Location
 (b) Description, Type & size of building
 (c) Is property on lease or free hold? If on lease indicate date of expiry of lease in such case
 1. Type of equipment manufactured and supplied during last 2 years.

Name of equipment	Capacity/Size	Nos. manufactured	Nos. of orders on hand

2. Types of equipment supplied during last 2 years other than those covered under 4 above.

Name of equipment	Capacity size & model	Name of Manufacturers & Country of origin	Total Nos. supplied in India	No. of orders on hand

6. Turnover for similar equipments sold/ fixed in last two years.

7. Details of Testing facilities available

- a) List testing equipment available
 b) Give details of tests, which can be carried out on items offered.
 c) Details of the testing organization available

8. Personnel/Organization:
 Give Organization chart for following indicating clearly the No. of employees at various levels.

- I. Quality assurance
 II. Production
 III. Marketing
 IV. Service
 V. Spare parts
 VI. Administrative

9. Nearest service centers to each of the destination installations:

Location: _____
 Phone No.: _____
 Year of Establishment: _____

10. Details of Organization at Service Centre

- a) No. of skilled employees _____
 b) No. of Unskilled employees _____
 c) No. of Engineering employees _____
 d) No. of Administrative employees _____
 e) List of special repair/workshop Facilities available _____
 f) The storage space available for spare Parts (sq. m.) _____
 g) Value of minimum stock of spares Available at all the service centers in Respective currency _____
 h) Value of the modes/types by number of Equipment serviced by the centre in the Last 2 years _____

11. Names of two buyers to whom similar equipment was supplied in the past and to whom reference may be made by the Purchaser regarding the bidder's technical and delivery ability.

- 1) _____
 2) _____

CHAPTER-5
PRICE BID (PART-2): PRICE SCHEDULE FORM

Price Schedule Forms for Goods being offered from India & Abroad are given as follows in form of ANNEXURE-D and ANNEXURE-E:

- (a) Annexure-D: Price Schedule for goods being offered from India
- (b) Annexure-E: Price Schedule for goods being offered from Abroad.

ANNEXURE-D
PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA
(ON THE LETTER HEAD OF THE BIDDER)

Name of the Bidder/Tenderer _____
Tender No. _____

1	2	3	4	5	6	7 (=5x6)	8	9	10	11
Sl. No.	Item Description	Country of origin	Unit	Quantity	Ex-works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	VAT & other taxes like excise duty payable, if contract is awarded	Packing & forwarding up to station of dispatch	Charges for inland transportation, insurance to ultimate destination i.e. MNNIT, Allahabad	Installation, Commissioning and training Charges, If any

Total Bid price in Indian currency _____

In words: _____

Signature of Bidder _____

Name _____

Business Address _____

Note: The cost of optional items shall be indicated separately.

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ANNEXURE-E
PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM ABROAD
(ON THE LETTER HEAD OF THE BIDDER)

Name of the Bidder/Tenderer _____
TENDER No. _____

1	2	3	4	5	6		7 (=5x6))		8		9	10	11	
Sl. No.	Item Description	Country of origin	Unit	Quantity	Unit price		Total price		Charges for Insurance & transportation to port/place of destination		Total price (7+8)		Indian Agents Commission as a percent of FOB /FCA price included in the Quoted price	Appx. Shipment weight and volume.
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	Ocean	Air	CIF	CIP		

Total Bid price in foreign currency _____

In Words: _____

Signature of Bidder _____

Name _____

Business Address _____

Indian agents name & address: _____

Note: The cost of optional items shall be indicated separately.