

निविदा/कोटेशन का आमंत्रण ई-टेन्डरिंग माध्यम द्वारा
INVITATION FOR BID/QUOTATION THROUGH E-TENDRING

Telephone : 91-532-227+1030, 1057
Fax : 0532-2545341, 2545822
Website : http://www.mnnit.ac.in
Email : purchase@mnnit.ac.in,



मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद
प्रयागराज-211004 (भारत)
Motilal Nehru National Institute of Technology Allahabad
Prayagraj-211004 (India)

दो बोली खुली निविदा / **TWO-BID OPEN TENDER**

“Programmable Pattern Generator And Tunable Laser Source” की खरीद के लिए
FOR PURCHASE OF “Programmable Pattern Generator & Tunable Laser Source”

निविदा संख्या Bid No.: OT-02/432/MNNIT/ECED/Lab Equipments/2019-20

Date: 26.07.2019

सेवा में To,

विषय: 'दो बोली प्रणाली' के तहत ई-निविदा के लिए आमंत्रण

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

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, ई-निविदाएं आमंत्रित करते हैं:

Director, Motilal Nehru National Institute of Technology Allahabad invites ONLINE tenders, as per 'Two Bid System', through e-tendering 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.	Brief Description of Items	Quantity
1.	Programmable Pattern Generator	01 No.
2.	Tunable Laser Source	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 Bidders are invited to submit their best competitive bids as per the criteria given in this Bid document. Kindly submit your bid 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) चैप्टर-4 के अनुसार
- a) Technical Bid (Part-1) consisting of all technical details along with commercial terms and conditions, and
b) Price Bid (Part-2), as per Chapter 04 mentioned in the bid.

स्कैन किये गये निविदा दस्तावेज सभी अनुलग्नकों के साथ 20 अगस्त, 2019 को 15.30 बजे तक आनलाइन अपलोड किया जाना अनिवार्य है।

The Scanned Bid document alongwith all annexures must be uploaded online on or before 20 August, 2019 up to 15:30 hrs:

निविदा सारांश / BID SUMMARY			
Earnest Money Deposit (EMD): ₹ 1,68,000/- (To be paid through NEFT/RTGS. The Bank details of MNNIT Allahabad is as under: Name of the Bank Account: MNNIT Allahabad Account No.: 718401012000062 Name of Bank: Vijaya Bank IFSC Code: VIJB0007184			
ई-निविदा आरम्भ होने की तिथि / Start date of submission of e-Bids: 26-07-2019			
ई-निविदा बन्द होने की तिथि व समय/E-bid Closing Date & Time: 20-08-2019 को सायं 15.30 बजे तक/ upto 15.30 Hrs.			
	तिथि/Date	समय/Time	स्थान Venue (at MNNIT Allahabad)
प्री बिड सम्मेलन / Pre-bid conference	31.07.2019	at 1200 Hrs.	Room no. 203, Conference Room (Purchase Office)
ई-निविदा जमा करने की अंतिम तिथि / Last date of submission of e-Bids	20.08.2019	upto 1530 Hrs.	
तकनीकी निविदा (भाग-1) का खोला जाना / Technical Bid (Part-1) Opening	21.08.2019	at 1530 Hrs.	
मूल्य निविदा (भाग-2) का खोला जाना / Price Bid (Part-2) Opening	To be informed later		

सहायक कुलसचिव (क्रय) / Assistant Registrar (Purchase)
मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद/ Motilal Nehru National Institute of Technology Allahabad
प्रयागराज-211 004/ Prayagraj-211 004

General Instructions

- (1) The complete Bid Document can be viewed/ download from the e-procurement portal www.eprocure.gov.in/eprocure/app and Institute website i.e. www.mnnit.ac.in.
- (2) No request for extension of the due date of Bid submission will be considered.
- (3) In the event of any date indicated on the cover page is declared as holiday, the next working day at Institute shall be considered as the due date for opening of Bids.
- (4) Corrigendum, if issued any for the Bid, shall form part of the Bid Document.
- (5) Corrigendum, if any will be posted on Institute website www.mnnit.ac.in and e-procurement portal i.e. www.eprocure.gov.in/eprocure/app. Bidders are requested to visit the aforesaid websites regularly and note the corrigendum/amendments to the Bid without fail and submit the offer accordingly.
- (6) MNNIT Allahabad will not be responsible for ignorance of the corrigendum, if any.
- (7) After last date of receipt of Bid, no interim query will be entertained.
- (8) Late/delayed bid will not be accepted.

Instructions for Online Bid Submission
(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link **"Online bidder Enrolment"** on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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 equipments 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. Content of Bidding Documents

- (i) The equipments 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 for "Programmable Pattern Generator & Tunable Laser Source" (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 : Capability Statement Form (e) Format – E : Bill Of Material (BOM) (f) Format – F : Deviation Statement (g) Format – G : Manufacturers' Authorization Form (MAF) (h) Format – H : Price Reasonability Certificate (i) Format – I : Bid Security (BS)/Earnest Money Deposit (EMD) Form (j) Format – J : Performance Security Form (k) Format – K : Affidavit Regarding Blacklisting/ Non-Blacklisting Firm
Chapter 5	:	Price Schedule Forms <ul style="list-style-type: none"> (a) Annexure D: Price schedule for equipments being offered from India (b) Annexure E: Price schedule for equipments 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.

5. 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 be hosted on <http://www.mnnit.ac.in/tenders.html> and www.eprocure.gov.in/eprocure/app for the benefit of the other prospective bidders/tenderers.

6. 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 on the website of the Institute i.e, <http://www.mnnit.ac.in/tenders.html> and www.eprocure.gov.in/eprocure/app and all prospective bidders/tenderers are expected to visit 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 on the website of the Institute i.e, <http://www.mnnit.ac.in/tenders.html> and www.eprocure.gov.in/eprocure/app.

7. 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.

8. Documents Comprising the Bid

The bid prepared by the Bidder/Tenderer shall include:

- (i) Earnest Money Deposit (EMD) as specified in the Invitation to Bids.
- (ii) Documents establishing equipments 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.

9. 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.

10. Bid Prices

- (i) The Bidder/Tenderer shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the equipments it proposes to supply under the contract.
- (ii) Prices indicated on the price-schedule form shall be entered separately in the following manner:
 - (a) **For Equipments being offered from India**
 - i. The price of the equipments quoted ex works including taxes already paid.
 - ii. GST and other taxes which will be payable on the equipments if the contract is awarded.
 - iii. The charges for inland transportation, insurance and other local services required for delivering the equipments 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.
 - (b) **For Equipments being offered from abroad**
 - i. The price of the equipments, 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 equipments 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.
- (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 exempted from excise duty, Custom Duty and GST 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.

11. Bid Currencies

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

12. Eligibility Criteria:

- (i) The Bidder must be a legally valid entity i.e. a Proprietary/Partnership Firm/Limited Company/Society Legally constituted or registered under the relevant act
- (ii) Bidder must have an annual average turnover of Rs. 202.50 lakhs during the past three financial years i.e. 2016-17, 2017-18 and 2018-19.
- (iii) Must have supplied the same equipments with same set of accessories to reputed Indian organizations especially NITS/IITs/IIITs/Central Universities/IISERs/CSIR/Labs etc. during the last three financial years i.e. 2016-17, 2017-18 and 2018-19.
- (iv) Duly filled in format 'A' to 'K'.

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 equipments it offers to supply 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 equipments to quote and/or supply the equipments.
 - (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, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the supply, 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 automatically and no evaluation of technical or price bid shall be admissible
- (iv) 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. Bid Security (BS) or Earnest Money Deposit (EMD)

- (i) The Bidder/Tenderer shall furnish, as part of its bid, Earnest Money Deposit (EMD) for an amount as specified in the Invitation for Bids. In the case of foreign bidders/tenderers, the EMD shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders/tenderers; the EMD shall be submitted by the manufacturer or their specifically authorized dealer/Bidder/Tenderer.
- (ii) The Earnest Money Deposit (EMD) is required to protect the Purchaser against the risk of Bidder/Tenderer's conduct, which would warrant the security's forfeiture.
- (iii) The Earnest Money Deposit (EMD) shall be in Indian Rupees for offers received for supply 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.
- (iv) The Earnest Money Deposit (EMD) shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 14(ix) are invoked.
- (v) Any bid not secured in accordance with above will be rejected by the Purchaser as non-responsive.
- (vi) The Earnest Money Deposit (EMD) 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.
- (vii) The successful Bidder/Tenderer's Earnest Money Deposit (EMD) will be discharged upon the Bidder/Tenderer furnishing the performance security.
- (viii) The firms registered with NSIC, if any, are exempted from payment of EMD provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.
- (ix) The Earnest Money Deposit (EMD) 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.

15. 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). 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.

16. 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 price-bid comprising bid form and price-schedules.
- (iii) 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) The tender/quotations NOT submitted in the prescribed format or Incomplete in any respect will be outrightly rejected.

17. Submission

The Bidders/Tenderers shall submit their e-bids on e-procurement portal i.e. www.eprocure.gov.in/eprocure/app

NOTE: No physical bill shall be submitted in the Institute.

18. Sealing and Marking of Bids

As the Bids/Tenders are invited 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. 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.

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.

IMPORTANT NOTE:

- (i) Please ensure you submit your bid before due date and time.

19. Deadline for Submission of Bids

- (i) As indicated on the cover page of the tender document.
- (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.

20. Late Bids

- (i) Bids 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.

21. Opening of Bids by the Purchaser

- (i) The Purchaser will open the bids online one at a time in the presence of Bidder/Tenderers' representatives who choose to attend, as per the schedule given in invitation for bids.
- (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 the 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> and e-procurement portal i.e. www.eprocure.gov.in/eprocure/app.
- (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.

22. 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.

23. 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 response to a request by the purchaser shall not be considered.**

24. (A.) Preliminary Examination

- (i) The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 8 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.
- (iii) Undertaking for subsequent submission of any of the above documents will NOT be entertained under any circumstances.
- (iv) Bid should be COMPLETE and covering the entire scope of job / supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues / literatures wherever required. INCOMPLETE AND NON-CONFORMING BID WILL BE REJECTED OUTRIGHT.
- (v) All pages of bid document, including duly filled in annexure or any other enclosure, **must be signed by the bidder or his authorized representative**, as a token of acceptance of all the terms and conditions contained therein.
- (vi) The Purchaser will examine the technical bids to determine whether
 - (a.) They are complete,
 - (b.) Required sureties have been furnished,
 - (c.) The documents have been properly signed, and
 - (d.) The bids are generally in order.
- (vii) The bidders/tenderers who finally emerge as technically acceptable RESPONSIVE BIDDERS will be considered for opening of PRICE BID (Part-2) and will be intimated for the same THROUGH Institute's website <http://mnnit.ac.in/tenders.html> and www.eprocure.gov.in/eprocure/app.

As per intimated schedule/program, the PRICE BID (Part-2) will be opened, evaluated and the contract will be awarded to the lowest evaluated (L-1) Bidder/Tenderer.

(B.) REJECTION CRITERIA

An incomplete and/or ambiguous and/or late response will be summarily rejected.

Offers of following kinds will also be SUMMARILY REJECTED:

- i) Bids of the bidders not fulfilling the eligibility/ pre-qualification conditions given in tender document.
- ii) Bids received without EMD, duly considering the exemptions offered in Clause 14(ix) of CHAPTER-1: ITB of tender document.
- iii) Bids not submitted in "Two-Bid System". Please refer Clause 18 of CHAPTER-1: ITB of tender document for sealing and marking of bids.
- iv) Telex / Telegraphic / Fax / e-Mail / Xerox / Photo copy/Physical Bid offers of bids.

- v) Original bids which are not signed manually with seal.
- vi) If all pages of bid document, including duly filled in annexure or any other enclosure, are NOT SIGNED WITH SEAL by the bidder or his authorized representative.
- vii) Offers which do not confirm unconditional validity of the bid for 120 days from the date of opening of technical bid (Part-1).

25. 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, reserGSTions or omissions. A material deviation, reserGSTion or omission is one that:
 - (a) affects in any substantial way the scope, quality, or performance of the Equipments 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.

26. 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 (BS)/Earnest Money Deposit (EMD) may be forfeited.

27. 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 reserGSTion.
- (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.

28. 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 .

29. 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 equipments being offered from India.

- a. The price of the equipments quoted upto MNNIT Allahabad.
- b. GST and other taxes which will be payable on the equipments if the contract is awarded.
- c. Charges for inland transportation, insurance and other local services required for delivering the equipments at the desired destination.
- d. The installation, commissioning, training charges.
- e. Non comprehensive AMC charges per annum for a period of 03 years.

For equipments being offered from Abroad

- a. The price of the equipments, 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 03 years.
- (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.

30. 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.

31. 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.

32. 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. Negotiations shall be held with the lowest evaluated responsive Bidder/Tenderer. Counter offers tantamount to negotiations and shall be treated at par with negotiations.

33. Award Criteria

Subject to ITB Clause 35 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.

34. 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.

35. 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 Earnest Money Deposit (EMD).

36. 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 Earnest Money Deposit (EMD) is liable to be forfeited pursuant to clause 14(ix) of ITB.

37. 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 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) An FDR 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.

38. 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 equipments and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

39. 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> and www.eprocure.gov.in/eprocure/app for the benefit of all the prospective bidders/tenderers. Before submitting their bids, all prospective bidders/tenderers are advised to visit the MNNIT website after the Pre-bid Conference, in order to take 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) "Equipments" means all of the commodities, raw material, machinery and equipments, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (viii) "Related Services" means the services incidental to the supply of the equipments, 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, priGSTe or government entity, or a combination of the above, to whom any part of the Equipments to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (xi) "Supplier" means the natural person, priGSTe 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

The Equipments and Related Services to be supplied shall be as specified in chapter 3 (B).

6. Suppliers' Responsibilities

The Supplier shall supply all the Equipments and Related Services included in the Scope of Supply in accordance with Scope of Supply 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 Equipments 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 Equipments 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 Equipments' 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-Clause 12(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 Equipments by the Supplier or the use of the Equipments in India;
 - (b) the sale in any country of the products produced by the Equipments.
- (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 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) An FDR 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 Equipments and Related Services as are specified in Chapter 3.

15. Packing

- (i) The Supplier shall provide such packing of the Equipments 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 Equipments' 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 Equipments 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 equipments/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 equipments/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 12 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 Equipments 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 equipments 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 Equipments FCA, transport of the Equipments 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 Equipments CIF or CIP, transport of the Equipments 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 Equipments 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 Equipments 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 Equipments 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 **Twenty Four (24) months from installation & further maintenance of 3 years** after the Equipments, 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 thirty (30) 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 Equipments 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 Equipments 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. Custom Clearance:

- (i) After arrival of the equipments at **Any Airport of India**, Indian agent or Indian subsidiary of the principal firm is solely responsible for getting the material clearance from customs. Institute will provide all custom documents for custom clearance on the demand of agent/Firm. Transportation upto MNNIT Allahabad, Prayagraj is also the responsibility of authorized agent. All charges/ expenses incurred in this process will be reimbursed to firm after submitting the bill along with documentary proof in original. *Please note that the freight forwarder or clearing agent should be approved from IATA. NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/ FREIGHT / INSURANCE ETC.* The certificate to this effect will also be provided that the rates charged are as per IATA, FIATA and does not contain any item other than ordered by the Institute.
- (ii) **Custom/Excise Duty and GST Exemption Certificate will be provided by MNNIT Allahabad after receiving your request letter for the same.** MNNIT Allahabad avails Custom Duty Exemption in terms of Government Notification N. 51/96-Customs dated 23 July, 1996, and Central Excise Duty Exemption in terms of Government Notification N. 10/97-Central Excise dated 01 March, 1997, as amended from time to time and GST Exemption in terms of Government Notification no. 47/2017 Central Tax-(Rate), Dated: 14/11/2017. **(Certificate enclosed at FORMAT-L.)**
- (iii) The supplier will get the equipments/consignment cleared from the customs. The customs Duty and clearance charges as well as freight charges will be borne by the manufacturer/Indian representative as the time of clearance which will be reimbursed by the Institute on production of documentary evidence. Also the insurance will be arranged by the firm effective from port of shipment to MNNIT Allahabad and the charges will be reimbursed by the MNNIT Allahabad on documentary evidence.
- (iv) The Rate of Custom Duty and Custom Clearance charges must be mentioned in the price bid. If Custom Duty and Custom Clearance Charges is not mentioned in the price bid, the bid **SUMMARILY REJECTED**.

(v) 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 Equipments 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.

(vi) 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.

(vii) 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.

(viii) Extension of time

- (i) Delivery of the Equipments 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 Equipments 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.

(ix) Penalty clause

Subject to **GCC** Clause on Force Majeure, if the Supplier fails to deliver any or all of the Equipments 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.

(x) 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 Equipments 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.

(xi) 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.

(xii) 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.

(xiii) 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 Equipments 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.

(xiv) 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.

(xv) 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**.

(xvi) 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.

(xvii) Taxes and Duties

(i) For equipments 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 equipments 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.

(xviii) Right to use Defective Equipments

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

(xix) Protection against Damage

The system shall not be proned 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 ($\pm 10\%$)
(b) Frequency 50 Hz. ($\pm 10\%$)

(xx) Site preparation and installation

The Purchaser is solely responsible for the construction of the equipments 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 Equipments, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the equipments 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, Prayagraj-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 Equipments being offered from India Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX.</p> <ol style="list-style-type: none"> Two copies of Supplier's Invoice indicating, <i>inter-alia</i> description and specification of the equipments, quantity, unit price, total value; Packing list; Certificate of country of origin; Insurance certificate, if required under the contract; Railway receipt/Consignment note; Manufacturer's guarantee certificate and in-house inspection certificate; Inspection certificate issued by purchaser's inspector, if any and Any other document(s) as and when required in terms of the contract. <p>Note:</p> <ol style="list-style-type: none"> 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) The above documents should be received by the Purchaser before arrival of the Equipments and, if not received, the Supplier will be responsible for any consequent expenses <p>(ii) For Equipments being offered from abroad Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/ courier and copies thereof by FAX.</p> <ol style="list-style-type: none"> Two copies of supplier's Invoice giving full details of the equipments including quantity, value, etc.; Packing list; Certificate of country of origin; Manufacturer's guarantee and Inspection certificate; Inspection certificate issued by the Purchaser's Inspector. Insurance Certificate, if required under the contract; Name of the Vessel/Carrier; Bill of Lading/Airway Bill; Port of Loading; Date of Shipment; Port of Discharge & expected date of arrival of equipments and Any other document(s) as and when required in terms of the contract. <p>Note:</p> <ol style="list-style-type: none"> 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) The above documents should be received by the Purchaser before arrival of the Equipments and, if not received, the Supplier will be responsible for any consequent expenses
GCC 16.3	In case of supplies from within India, the mode of transportation shall be by Rail/Road. In case of supplies from abroad, the mode of transportation shall be by Air.
GCC 17.1	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.
GCC 21.3	The warranty shall remain valid for Twenty Four (24) months from installation & further maintenance of 3 year.
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 Equipments and services offered from abroad: Payment of foreign currency portion shall normally be made in the currency of contract in the following manner:</p> <p>(i) On Shipment: Ninety (90) percent of the Contract Price of the Equipments shipped shall be paid through irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 16(i).</p> <p>(ii) On Acceptance: Ten (10) percent of the Contract Price of Equipments received shall be paid within thirty (30)</p>

	<p>days of receipt of the Equipments and successful installation & commissioning (as per ATP) upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security, if any.</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 Equipments 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 Equipments and Services offered from India:</p> <p>Payment for Equipments and Services supplied from within India shall normally be made in Indian Rupees, as follows:</p> <p>(i) On shipment: Ninety (90) percent of the Contract Price shall be paid on receipt of the Equipments and upon submission of the documents specified in GCC Clause 16(i).</p> <p>(ii) On Acceptance: The remaining ten(10) percent of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security, if any.</p>
GCC 23	<p>After arrival of the equipments at Any Airport of India, Indian agent or Indian subsidiary of the principal firm is solely responsible for getting the material clearance from customs. Institute will provide all custom documents for custom clearance on the demand of agent/Firm. Transportation from New Delhi to MNNIT Allahabad, Prayagraj is also the responsibility of authorized agent. All charges/ expenses incurred in this process will be reimbursed to firm after submitting the bill along with documentary proof in original. <i>Please note that the freight forwarder or clearing agent should be approved from IATA. NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/ FREIGHT / INSURANCE ETC.</i> The certificate to this effect will also be provided that the rates charged are as per IATA, FIATA and does not contain any item other than ordered by the Institute.</p>
GCC 34.1	The place of jurisdiction is Prayagraj, India

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 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, installation, integration, testing and maintenance for all the hardware systems and equipments 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 spare parts and maintenance support for a minimum period of TEN (10) years, after warranty period, that is total of 12 years.
7. The Bidder/Tenderer has to install the equipments at MNNIT site with its associated systems, devices and equipments.
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 equipments (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 equipments 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 such items to ensure the completeness of the equipments/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, equipments 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.
 - v. List of all past supplies of same equipments with same set of accessories 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 equipments 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/IISERs/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 202 Lakh** and should have at least 5 logistics support centers in India, to service/replace the faulty equipments 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 equipments' eligibility, the documentary evidence of the equipments and services eligibility shall consist of a statement on the country of origin of the equipments and services offered which shall be confirmed by a certificate of origin at the time of shipment.
29. To establish the conformity of the equipments and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the equipments and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
 - (i) A detailed description of the essential technical and performance characteristics of the equipments;
 - (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 equipments during the warranty period following commencement of the use of the equipments 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 equipments 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 equipments, 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 (points 1-31), 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.) SCOPE OF WORK

The work includes the following:

- (1.) The supply and installation of equipments with accessories.
- (2.) Testing of equipments.
- (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 equipments making functional up to the satisfaction of MNNIT Allahabad.

Place:
Date:

Signature and seal of the Manufacturer/Bidder

(C.) ANNEXURE: A

TECHNICAL SPECIFICATIONS FOR “PROGRAMMABLE PATTERN GENERATOR AND TUNABLE LASER SOURCE”

The detailed technical specifications of item are as follows:

A. Programmable Pattern Generator		
Sl.	Parameters	Specifications
1.	Number of Channels	2 (Two) Analog -differential outputs 2 Marker outputs/Channel (Differential) for Syncing /Triggering with external systems.
2.	Rise /Fall time	22psec or better
3.	Wide Range of Sampling Rate per Channel Simultaneously	Lowest Sample rate: 1.5KS/s or better Highest Sample rate: 25GS/s or better
4.	DAC Resolution per channel	10 bit or higher
5.	Analog Bandwidth (-3dB) per channel	≥13.5 GHz or better
6.	Waveform Length	2 G Samples on both channels simultaneously
7.	SFDR	Output frequency (fout)= DC to 5GHz; SFDR<-51dBc fout= 5GHz to 10GHz <-40dBc
8.	Phase Noise (Typical)	< -122 dBc/Hz (typ) at 10 kHz offset, fout = 1 GHz, < -103dBc/Hz (typ) at 10 kHz offset, fout = 10 GHz
9.	2 nd Harmonic distortion	<-50dBc; up to 6GHz ,<-40dBc; greater than 5GHz
10.	Waveform granularity to generate complex Waveforms easily	1 point
11.	Run Modes	Continuous, Triggered, Triggered continuous
12.	Output skew control between the 2 channels	-100 to 100 pswith 5psec
13.	Ref Output (SMA)	10MHz
14.	Ref In (SMA)	10MHz, 35 MHz to 250 MHz
15.	Software should be available to generate Various RF signals capabilities	Ability to generate IQ/RF signals BPSK, QPSK, DQPSK,8PSK, GMSK, FSK2//4/8/16, 6/32/64/128/256QAM, 16/32 APSK Hopping Signals IQ impairments Additive Noise Interference Generation Multi-Path Multi- Carrier with each Carrier to be modulated with different Modulation schemes
16.	Trigger External	Pos or Neg, 50Ohm;<5 Vrms, 1kΩ: ±10 V
17.	External Clock in and Out	6.25 GHz to 12.5 GHz
18.	Built -In OS	Win7 or better with HDD to store signals and setups
19.	Operating temp	0-50 degree
20.	No. of Analog Channels	4
21.	Rise Time (Typical) (20% to 80 %)	68psec
22.	Hardware Analog BW (-3dB)	4 GHz simultaneously on all channels
23.	Sample Rate (Real time)	25 GS/s simultaneously on all channels
24.	Sample Rate (Equivalent time) and Timing Resolution	5TS/s ,200fs
25.	Record Length	30M on each channel
26.	Vertical Resolution	8 Bits
27.	DC gain accuracy	±2% (of reading)
28.	Time Base Range	20ps to 1000sec per division
29.	Fast Waveform Capture Rate to discover Glitches in pulses	>300,000 waveforms
30.	Acquisition Mode	FastAcq, Waveform database, Sample, Peak Detect, Averaging, Envelope, Hi Res, Roll Modes
31.	Search and Mark Events	Search for edges, glitches, or pulses of specified width. Any events found matching the search criteria are marked and placed in the Event table.
32.	Jitter Noise Floor	350fs or better

33.	Pinpoint Triggering system a) A event and delayed B event Trigger Types b) Trigger sequences c) Trigger Holdoff range	a) Edge, glitch, width, runt, timeout, transition time, logic pattern, logic state, setup/hold, window b) Main, Delayed by Time, Delayed by Events, Reset by Time, Reset by State, Reset by Transition. All sequences can include a separate horizontal delay after the trigger event to position the acquisition window in time c) 250ns-12sec
34.	Connector type	SMA for better fidelity
35.	Measurements	Amplitude related: Amplitude, High, Low, Maximum, Minimum, Peak-to-Peak, Mean, Cycle Mean, RMS, Cycle RMS, Positive Overshoot, Negative, Overshoot Time related: Rise Time, Fall Time, Positive Width, Negative Width, Positive Duty Cycle, Negative Duty Cycle, Period, Frequency, Delay. Spectrum Related: OBW, RF IQ vs. Time, Amplitude vs. Time, Power vs. Time, Frequency vs. Time, Phase vs. Time, CCDF, Peak-to- Average Ratio, Amplitude, Frequency, and Phase Modulation Analysis
36.	Supported Modulation schemes	BPSK, QPSK,DQPSK,8PSK, GMSK,FSK2//4/8/16, 6/32/64/128/256QAM, 16/32 APSK
37.	Accessories	Power Cord, Keyboard, Mouse, user manual

B. Tunable Laser Source		
Sl.	Parameter	Specification
1	Wavelength Support	1527.60 to 1567.54 nm (C Band); 1567.54 to 1609.62 nm (L Band)
2	Wavelength Resolution	0.01pm
3	No of ports	Two
4	Settable Grid	Down to 10GHz
5	Integrated wavelength locker to support	50 GHz ITU wavelength grid
6	Off Grid Tuning	For Custom Wavelength
7	Power Output	+6 dBm to +15.5 dBm
8	Compliant	RoHS compliant class 1M laser
9	Power Resolution	0.02dBor better
10	Line Width	<100KHz
11	RIN	-145dB/Hz@+13dBm
12	Software Support	To Control the equipment through ethernet

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

C. Programmable Pattern Generator			Whether meet the requirement (Yes/ No)	Quoted Models Specifications
Sl.	Parameters	Specifications		
1.	Number of Channels	2 (Two) Analog -differential outputs 2 Marker outputs/Channel (Differential) for Syncing /Triggering with external systems.		
2.	Rise /Fall time	22psec or better		
3.	Wide Range of Sampling Rate per Channel Simultaneously	Lowest Sample rate: 1.5KS/s or better Highest Sample rate: 25GS/s or better		
4.	DAC Resolution per channel	10 bit or higher		
5.	Analog Bandwidth (-3dB) per channel	≥13.5 GHz or better		
6.	Waveform Length	2 G Samples on both channels simultaneously		
7.	SFDR	Output frequency (fout)= DC to 5GHz; SFDR<-51dBc fout= 5GHz to 10GHz <-40dBc		
8.	Phase Noise (Typical)	< -122 dBc/Hz (typ) at 10 kHz offset, fout = 1 GHz, < -103dBc/Hz (typ) at 10 kHz offset, fout = 10 GHz		
9.	2 nd Harmonic distortion	<-50dBc; up to 6GHz , <-40dBc; greater than 5GHz		
10.	Waveform granularity to generate complex Waveforms easily	1 point		
11.	Run Modes	Continuous, Triggered, Triggered continuous		
12.	Output skew control between the 2 channels	-100 to 100 pswith 5psec		
13.	Ref Output (SMA)	10MHz		
14.	Ref In (SMA)	10MHz, 35 MHz to 250 MHz		
15.	Software should be available to generate Various RF signals capabilities	Ability to generate IQ/RF signals BPSK, QPSK, DQPSK,8PSK, GMSK, FSK2//4/8/16, 6/32/64/128/256QAM, 16/32 APSK Hopping Signals IQ impairments Additive Noise Interference Generation Multi-Path Multi- Carrier with each Carrier to be modulated with different Modulation schemes		
16.	Trigger External	Pos or Neg, 50Ohm; <5 Vrms, 1kΩ: ±10 V		
17.	External Clock in and Out	6.25 GHz to 12.5 GHz		
18.	Built -In OS	Win7 or better with HDD to store signals and setups		
19.	Operating temp	0-50 degree		
20.	No. of Analog Channels	4		
21.	Rise Time (Typical) (20% to 80 %)	68psec		
22.	Hardware Analog BW (-3dB)	4 GHz simultaneously on all channels		
23.	Sample Rate (Real time)	25 GS/s simultaneously on all channels		
24.	Sample Rate (Equivalent time) and Timing Resolution	5TS/s ,200fs		
25.	Record Length	30M on each channel		
26.	Vertical Resolution	8 Bits		
27.	DC gain accuracy	±2% (of reading)		
28.	Time Base Range	20ps to 1000sec per division		
29.	Fast Waveform Capture Rate to discover Glitches in pulses	>300,000 waveforms		
30.	Acquisition Mode	FastAcq, Waveform database, Sample, Peak Detect, Averaging, Envelope, Hi Res, Roll Modes		
31.	Search and Mark Events	Search for edges, glitches, or pulses of specified width. Any events found matching the search criteria are		

		marked and placed in the Event table.		
32.	Jitter Noise Floor	350fs or better		
33.	Pinpoint Triggering system d) A event and delayed B event Trigger Types e) Trigger sequences f) Trigger Holdoff range	d) Edge, glitch, width, runt, timeout, transition time, logic pattern, logic state, setup/hold, window e) Main, Delayed by Time, Delayed by Events, Reset by Time, Reset by State, Reset by Transition. All sequences can include a separate horizontal delay after the trigger event to position the acquisition window in time f) 250ns-12sec	g)	h)
34.	Connector type	SMA for better fidelity		
35.	Measurements	Amplitude related: Amplitude, High, Low, Maximum, Minimum, Peak-to-Peak, Mean, Cycle Mean, RMS, Cycle RMS, Positive Overshoot, Negative, Overshoot Time related: Rise Time, Fall Time, Positive Width, Negative Width, Positive Duty Cycle, Negative Duty Cycle, Period, Frequency, Delay. Spectrum Related: OBW, RF IQ vs. Time, Amplitude vs. Time, Power vs. Time, Frequency vs. Time, Phase vs. Time, CCDF, Peak-to- Average Ratio, Amplitude, Frequency, and Phase Modulation Analysis		
36.	Supported Modulation schemes	BPSK, QPSK,DQPSK,8PSK, GMSK,FSK2//4/8/16, 6/32/64/128/256QAM, 16/32 APSK		
37.	Accessories	Power Cord, Keyboard, Mouse, user manual		

D. Tunable Laser Source			Whether meet the requirement (Yes/ No)	Quoted Models Specifications
Sl.	Parameter	Specification		
1	Wavelength Support	1527.60 to 1567.54 nm (C Band); 1567.54 to 1609.62 nm (L Band)		
2	Wavelength Resolution	0.01pm		
3	No of ports	Two		
4	Settable Grid	Down to 10GHz		
5	Integrated wavelength locker to support	50 GHz ITU wavelength grid		
6	Off Grid Tuning	For Custom Wavelength		
7	Power Output	+6 dBm to +15.5 dBm		
8	Compliant	RoHS compliant class 1M laser		
9	Power Resolution	0.02dBor better		
10	Line Width	<100KHz		
11	RIN	-145dB/Hz@+13dBm		
12	Software Support	To Control the equipment through ethernet		

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 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, installation, integration, testing of the 'These equipments' and maintenance for all the hardware systems and equipments 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/ spare parts and maintenance support for a minimum period of TEN (10) years, after TWO (02) year warranty period, that is total of TWELVE (12) 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 equipments?	
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 equipments, 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 bidder/Tenderer for these equipments, is based upon the performance/ throughput/ features parameters. Does Bidder/Tenderer agree that MNNIT will give 100% of total payment only on successful installation, acceptance and demonstration of operational aspects finally achieved at MNNIT site?	
	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 equipments 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 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, equipments CDs and DVDs, Driver CDs and DVDs, and all printed / electronic media comes with the offered equipments'?	
20	Does the Bidder/Tenderer agree to provide the following mandatory information? : i. Bidder/Tenderer must provide the information of same equipments with same set of accessories supplied and installed in last 3 years. ii. List of Organizations/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 equipments 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/IIITs/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 202 Lakh and have at least "a support centre, capable of serving/replacing the faulty equipments at MNNIT, within a time frame of 48 Hrs". Please give details.	
28	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 equipments' eligibility, the documentary evidence of the equipments and services eligibility shall consist of a statement on country of origin of the equipments 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 equipments; (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 equipments during the warranty period following commencement of the use of the equipments 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 equipments 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 29 of STC? For purposes of the commentary to be furnished pursuant to above, the Bidder/Tenderer shall note that standards for workmanship, material and equipments, 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 1-30 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 : CAPABILITY STATEMENT FORM (On the Letter Head of the Bidder)
6.	Format – E : BILL OF MATERIAL (BOM) (On the Letter Head of the Bidder)
7.	Format – F : DEVIATION STATEMENT (On the Letter Head of the Bidder)
8.	Format – G : MANUFACTURERS' AUTHORIZATION FORM (MAF)
9.	Format – H : PRICE REASONABILITY CERTIFICATE
10.	Format – I : BID SECURITY (BS)/EARNEST MONEY DEPOSIT (EMD) FORM
11.	Format – J : PERFORMANCE SECURITY FORM
12.	Format – K : AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FIRM
13.	ANNEXURE: A TECHNICAL SPECIFICATIONS FOR "Programmable Pattern Generator & Tunable Laser Source"
14.	ANNEXURE: B: COMPLIANCE WITH ANNEXURE: A, as offered by the Bidder
15.	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.	PARTICULARS	To be Filled by Bidder			
		YES	NO	N.A.	Enclosure No. (If YES)
1.	Legal valid identity of the firm for claiming relaxation from submission of EMD, enclose a copy, if registered with				
	a. NSIC				
	b. SSI				
2.	Required Earnest Money deposit (Proof of submission of EMD to be uploaded)				
3.	Format – A : CHECK LIST FOR ELIGIBILITY CRITERIA (On the Letter Head of the Bidder)				
4.	Format – B : BID PROPOSAL SHEET (On the Letter Head of the Bidder)				
5.	Format – C : BIDDER'S STATEMENT (On the Letter Head of the Bidder)				
6.	Format – D : CAPABILITY STATEMENT FORM (On the Letter Head of the Bidder)				
7.	Format – E : BILL OF MATERIAL (BOM) (On the Letter Head of the Bidder)				
8.	Format – F : DEVIATION STATEMENT (On the Letter Head of the Bidder)				
9.	Format – G : MANUFACTURERS' AUTHORIZATION FORM (MAF)				
10.	Format – H : PRICE REASONABILITY CERTIFICATE				
11.	Format – I : BID SECURITY (BS)/EARNEST MONEY DEPOSIT (EMD) FORM				
12.	Format – J : PERFORMANCE SECURITY FORM				
13.	Format – K : AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FIRM				
14.	ANNEXURE: A TECHNICAL SPECIFICATIONS FOR "Programmable Pattern Generator & Tunable Laser Source"				
15.	ANNEXURE: B: COMPLIANCE WITH ANNEXURE: A, as offered by the Bidder				
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 GST/CST/LST				
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 supplying same equipments with same set of accessories, supplied to reputed Indian organizations, especially NITs/ IITs/IITs/ Central Universities/ IISERs/CSIR labs etc., during preceding THREE years i.e. 2016-17, 2017-18 and 2018-19, 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, Prayagraj", 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 agrees that Price Bid (Part-2) conforms to MNNIT's price bid format, as given in CHAPTER-5: PRICE SCHEDULE FORM of tender document.				
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 the equipments 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 equipments/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 equipments 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 equipments 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
Assistant Registrar (Purchase)
MNNIT Allahabad, Prayagraj

Subject: Supply and Installation of “**Programmable Pattern Generator & Tunable Laser Source**” at MNNIT Allahabad, Prayagraj.

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 and Installation of “**Programmable Pattern Generator & Tunable Laser Source**” at MNNIT Allahabad, Prayagraj do hereby propose to supply the required products and services.

Tender No.			
EMD submitted		YES / NO	(Please strike off whatever is not applicable)
Amount	Mode	Date of Payment	UTR No.

- (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, Prayagraj, 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 Allahabad, Prayagraj.
- (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, Prayagraj.
- (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.	GSTIN (Attach attested copy)					
10.	Annual Turn over for the last 3 years (Attach supporting documents)					
	2016-17	2017-18	2018-19			
	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 equipments	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 supplying same equipments with same set of accessories, 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 equipments	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 equipments 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.)	List of special repair/workshop facilities available								

Place:

Date:

Signature and seal of the Manufacturer/Bidder

=====

FORMAT-D
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

4. Type of equipments manufactured and supplied during last 03 years.

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

5. Types of equipments supplied during last 03 years other than those covered under 4 above.

Name of equipments	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 three years.

7. Details of Testing facilities available

- a) List testing equipments 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 nearest Service Centre

- (i.) Address
- (ii.) Phone No.
- (iii.) Year of Establishment
- (iv.) Name of contact person and contact details
- (v.) List of special repair/workshop facilities available

11. Names of two buyers to whom same equipments with same set of accessories 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) _____

=====

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

Name of EQUIPMENTS: **Programmable Pattern Generator & Tunable Laser Source**

S. No	Item	Unit	Qty	Compliance (Yes/No)
1		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

=====

FORMAT-F
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-G
MANUFACTURERS' AUTHORIZATION FORM (MAF)

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 equipments 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 Equipments, manufactured by us [insert name and or brief description of the Equipments], 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 Equipments 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-H
PRICE REASONABILITY CERTIFICATE
(ON THE LETTER HEAD OF THE BIDDER)

It is certified that the rates quoted against Tender No. datedfor the items vide our Quotation No.datedare exclusively for supply to ACADEMIC and RESEARCH Institutions and are not more than as charged to other Govt. /PSU's for same equipments with same set of accessories supplies made in recent past duly supported by copy of Purchase Orders. 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 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-I
BID SECURITY (BS)/EARNEST MONEY DEPOSIT (EMD) FORM

Whereas¹ (hereinafter called "the Bidder") has submitted its bid dated..... (date of submission of bid) for the supply of (name and/or description of the equipments/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

=====

FORMAT-J
PERFORMANCE SECURITY FORM

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.....(Description of Equipments 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-K**AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT.TENDER BY DOT/GOVT.****DEPT****(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)**

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.-----
-----has not been blacklisted or debarred in the past by MNNIT Allahabad or any other
Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.-----
-----was blacklisted or debarred by MNNIT Allahabad, or any other Government
Department from taking part in Government tenders for a period of ----- years w.e.f.-----.

The period is over on-----and now the firm/company is entitled to take part in Government tenders. In case the above
information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by MNNIT Allahabad, and EMD/SD
shall be forfeited. In addition to the above MNNIT Allahabad, will not be responsible to pay the bills for any completed/ partially
completed work.

Signature

Name.....

Capacity in which assigned:

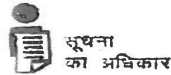
Name & address of the firm:

Date:

Signature of Bidder with seal.

CUSTOM DUTY EXEMPTION CERTIFICATE (CDEC)

TELEGRAM : SGINDRECH
दूरभाष/TEL : 26992819, 26567373
: 26595694, 26582133
: 26585687, 26582144
: 26582134, 26582122 (EPBAX)
फैक्स/ FAX : 26960829, 26529745
WebSite : http://www.dsir.gov.in -



सूचना
का अधिकार

भारत सरकार
विज्ञान और प्रौद्योगिकी मंत्रालय
वैज्ञानिक और औद्योगिक अनुसंधान विभाग
टेक्नोलॉजी भवन
नया महरौली मार्ग, नई दिल्ली - 110 016
GOVERNMENT OF INDIA
MINISTRY OF SCIENCE AND TECHNOLOGY
Department of Scientific and Industrial Research
Technology Bhavan
New Mehrauli Road, New Delhi - 110 016

Fax No. 0532-2545341

No. TUV/RG-CDE(157)/2011

Dated: 11th January, 2013

To

The Director
Motilal Nehru National Institute of Technology Allahabad
Allahabad - 211004
Uttar Pradesh.

Subject: Renewal of registration of Public Funded Research Institutions of a University or an Indian Institute of Technology or Indian Institute of Science, Bangalore or a Regional Engg. College, other than a Hospital, for the purposes of availing customs/Central Excise duty exemption in terms of Govt. notification No.51/96-Customs dated 23.7.1996 and Central Excise Duty Exemption in terms of Govt. notification No.10/97-Central Excise dt.01.03.1997 as amended from time to time.

With Reference: Your application dated November, 2012 on the above subject, this is the certificate of registration.

CERTIFICATE OF REGISTRATION

This is to certify that Motilal Nehru National Institute of Technology, Allahabad is registered with the Department of Scientific & Industrial Research (DSIR) for purposes of availing customs duty exemption in terms of Government Notification No. 51/96-Customs dated 23 July, 1996 and Central Excise duty exemption in terms of Government Notification No. 10/97-Central Excise dated 1 March, 1997 as amended from time to time. The registration is subject to terms and conditions mentioned overleaf.

This registration is valid from 01.09.2011 to 31.08.2014, subject to review of your research activities by Department of Scientific & Industrial Research (DSIR) in the year 2016. The Institution should submit the required information to DSIR for review purpose before 31.08.2016. Non-compliance of this will automatically cancel this registration on 31.12.2016. This issues with the approval of DSIR's Competent Authority.

Please acknowledge the receipt.

Yours faithfully,

Kamini Mishra
(K. Mishra)

TRUE COPY ATTESTED

Scientist F-1 Director

CHAPTER-5
PRICE BID (PART-2)

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

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

ANNEXURE-D
PRICE SCHEDULE FORM FOR EQUIPMENTS 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)	GST & 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 _____

Signature of Bidder _____

In words: _____

Name _____

Business Address _____

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

ANNEXURE-E
PRICE SCHEDULE FORM FOR EQUIPMENTS 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	Taxes/custom duties or other duties /charges (Mandatory)	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)		CIF	CIP			

Total Bid price in foreign currency _____

Signature of Bidder _____

In Words: _____

Name _____

Business _____

Indian agents name & address: _____

Address _____

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

- (ii) The bidder quoting in foreign currency shall have to present equivalent conversion value in Indian rupees. For FOB value/ CIF value on the basis of exchange rate ruling on the date of submission. The vendor shall be responsible for accurate calculation in Indian rupees as quoted & shall be treated as firm and fixed.