

Malaviya National Institute of Technology, Jaipur

Name of Work:

**SELECTION OF PROJECT MANAGEMENT CONSULTANT for Execution of
Campus-Wide-Network Works**

Tender No: F5(1304)ST/MNIT/DIS/2026

Date: 09.06.2026



Malaviya National Institute of Technology Jaipur - 302017

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

Email: storepurchase@mnit.ac.in

Malaviya National Institute of Technology, Jaipur

1. PRESS NOTE

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

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2. Information for Bidders

Information about Online Bid Submission: The Department of Expenditure has issued a directive to publish the tender document on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/cppp/>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal using valid Digital Signature Certificates. The instructions below are intended to guide bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements, and submitting them online. For more information, bidders may visit the CPP Portal (<https://eprocure.gov.in/cppp/>). The tender document can also be downloaded from the MNIT Jaipur Website (www.storepurchase@mnit.ac.in)

The contractor/ bidder shall mean the organization or company among CGO/CPSU/CPSE.

2.1 Registration Process

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

2.2 Tender Documents Search

- a) Various built-in options in the CPP Portal help bidders search for active tenders using several parameters. These parameters include Tender ID, organization, location, date, value, and more.
- b) There is also an advanced search option for tenders, which allows bidders to combine multiple search parameters, such as organization name, contract type, location, date, and other keywords, to find tenders published on the CPP Portal.
- c) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to inform bidders via SMS or email if any corrigendum is issued to the tender document.
- d) The bidder should note the unique Tender ID assigned to each tender in case they need any clarification/help from the Helpdesk.

2.3 Bid Preparation

- a) Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please review the tender advertisement and the tender document carefully to understand the documents required for submission as part of the bid.
- c) Please note the number of covers in which the bid documents must be submitted, as well as the number of documents, including the names and contents of each document, that must be submitted. Any deviation from these may result in the bid being rejected.
- d) Bidders should, in advance, prepare the bid documents to be submitted as indicated in the tender document/Schedule, and they can generally be in PDF/XLS/RAR/DWF formats. Bid documents may be scanned at 100 dpi in black and white.

- e) To avoid the time and effort required to upload the same set of standard documents that must be submitted with every bid, a provision allows bidders to upload these documents (e.g., PAN card copy, annual reports, auditor certificates, etc.). Bidders can use the “My Space” area available to them to upload such documents. These documents may be submitted directly from the “Myspace” area when submitting a bid and do not need to be uploaded repeatedly. This will lead to a reduction in the time required for the bid submission process

2.4 Bid Submission

- a) Bidders 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. Bidders will be responsible for any delays caused by issues beyond their control.
- b) The bidder is required to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder to select the payment option as “online” to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
- d) A standard BOQ format has been provided with the tender document for all bidders to complete. Bidders are to note that they must submit their financial bids in the prescribed format; no other format is acceptable.
- e) The server time (displayed on the bidders’ dashboard) will be the standard time for referencing bid submission deadlines, bid opening, etc. Bidders should follow this procedure when submitting bids.
- f) All documents submitted by the bidders will be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorised persons until bid opening.
- g) The uploaded tender documents become readable only after the tender opening by the authorised bid openers.
- h) Upon successful and timely bid submission, the portal will display a successful bid submission message & a bid summary will be displayed with the bid no, the date & time of submission, and all other relevant details.
- i) Kindly add a single PDF containing all relevant documents to the compliance sheet.

2.5 Assistance to Bidders

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries regarding the online bid submission process or the CPP Portal in general may be directed to the 24/7 CPP Portal Helpdesk. The helpdesk contact number is 1800 2337315.

2.6 General Instructions to the Bidders

- a) Tenders will be received online via the portal <https://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- b) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of a smart card Token in the company’s name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/cppp/> Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/cppp/> under the link ‘Information about DSC’. Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidders for the e-Submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/cppp/>
- c) All MII Provisions have to be followed as per para 5 of Section-II.

SECTION I - INVITATION FOR BIDS

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

S. No.	Item Description	No. of Items	Estimated Value of Project inclusive of all taxes (Rs. in crore)	Earnest Money Deposit (Rs.)
1	SELECTION OF PROJECT MANAGEMENT CONSULTANT	01	43.19	Not applicable for a CGO/ CPSU/ CPSE

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

1.	Tender No.	F5(1304)ST/MNIT/DIS/2026
2.	Name of work	Design, Supply, Installation, Testing, and Commissioning for Comprehensive Upgradation of Wired and Wireless Campus LAN
3.	Composited Estimate	Rs. 43.19 Cr.
4.	Bid Validity	180 Days
5.	Earnest Money	Not Applicable
6.	Period for completion	250 days (After MoU signing)
7.	Bid Start Date	09.06.2026
8.	Pre-bid Meeting	19.06.2026 (03.00 to 04.00)
9.	Last date and time for submission of BID	04.08.2026 (02.00 PM) By 5 PM of the last day,
10.	Technical Bid Opening	05.08.2026 (02.00 PM)
11.	Technical Presentation	To be informed
12.	Financial Bid Opening	To be informed
13.	Category and class of Bidder	Central government organizations (CGOs)/CPSUs/CPSEs only

6. There is no provision to obtain a list of parties who have downloaded the tender document from the website referred to above. As such, bidders are requested to visit the website once again before the tender opening date to ensure they have not missed any corrigenda issued for the said tender after downloading the tender document. The responsibility of downloading the corrigendum, if any,

will be with the downloading party. No separate intimation regarding the corrigendum to the NIT (if any) will be sent to bidders who have downloaded the tender document from the website.

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

Only central government organizations, CPSUs and CPSEs are allowed to bid. Bids from organisations other than central government organizations, CPSUs, or CPSEs will be rejected.

SECTION II - Project Details

Project Name: - Supply, Installation, Testing, and Commissioning of Campus Wired and Wireless LAN Upgrade (Active & Passive Infrastructure)

Project Overview: - Malaviya National Institute of Technology, Jaipur (hereinafter "The Client") intends to upgrade its campus-wide networking infrastructure. The project involves high-capacity core switching, GPON fibre distribution, and high-density Wi-Fi 7 (1500+ APs) across the campus. The MNIT seeks a **Project Management Consultant (PMC)** to oversee the implementation, ensuring quality, cost control, and **accelerated timelines**.

Scope of Work (SOW) for PMC: - The PMC shall be responsible for the end-to-end management of the project lifecycle, including but not limited to:

- **Design Validation:** Reviewing the High-Level Design (HLD) and Low-Level Design (LLD) based on the provided BOQ.
- **Tendering:** Managing the complete tendering and ordering process of the ICT solution as per the Institute's requirement and providing high-level design of the campus ICT infrastructure, BoQs, etc, in consultation with the MNIT Team. Tendering and implementing the ICT infrastructure & services on the design approved by the institute by selecting the System Integrator (SI) in strict compliance with the Government of India (GoI) procurement rules. **The PMC shall award the tender to the SI only after approval of MNIT Jaipur. MNIT Jaipur reserves the right to terminate the contract if the financial quote is not feasible.**
- **Vendor Management:** Supervision of the SITC vendor, ensuring adherence to technical specifications. The services of an appropriate SI for implementation of the ICT infrastructure needed by MNIT in a manner such that they own and settle any statutory paras/ issues that may be subsequently raised by the CAG or the statutory auditor of the Institute in any internal/ external audit of this work at any time.
- **Implementation Oversight:** Monitoring of 14 KM + of moiling, digging, re-carpeting and installation of 60 KM + of fibre cable. Monitoring, supervision, and facilitation of the implementation of the project, including fulfilment/ compliance of all statutory and legal requirements. Submit progress reports on the project to the Institute from time to time.
- **Quality Assurance (QA):** Conducting Pre-Dispatch Inspection (PDI) and Acceptance Testing (AT) for all active and passive components.
- **Timeline Management:** Implementation of "Fast-Track" milestones to ensure completion within the given timeline.
- **Certification:** Verification of "As-Built" drawings and final sign-off. Completing the handing-over/ taking-over of the inventories.
- **Annual Maintenance:** Overseeing the faults and repairs by SI during the 5 year maintenance period. Monitor the performance of the SI during the defect liability period after the installation and commissioning by the SI.

SECTION III - Minimum Eligibility Criteria

S. No.	Criteria	Requirement
1.	Eligible Bidders	Central government Organizations (CGOs), Central Public Sector Undertakings (CPSUs) and Central Public Sector Enterprises (CPSEs) like NICS, ERNET, EDCIL, RailTel, TCIL, BSNL, etc., fulfilling the Qualification & Provenness criteria may participate.
2.	Experience	<p>The intending tenderer must have in its name the experience of having successfully completed similar works during the last 7 (Seven) years ending on the last day of the month previous to the one in which this bid application is invited (i.e., e-publication date on the procurement portal), and should be any of the following.</p> <p>i) Three similar completed works each cost not less than 40% of the estimated tender cost.</p> <p style="text-align: center;">Or</p> <p>ii) Two similar completed works each cost not less than 50% of the estimated tender cost.</p> <p style="text-align: center;">Or</p> <p>iii) One similar completed work costing not less than the amount equal to 80% of the estimated tender cost.</p> <p>Similar works Definition: -The definition of similar works shall be "Supply, installation, commissioning, and maintenance of LAN / WAN / Campus networking Projects/ Network infrastructure components, including passive components, related hardware/software on outright purchase basis at any other PSU / Govt. / Quasi-Govt. establishment / Government Education institutes like NIT, IIT, IIM, IIIT, and Central universities." Must have completed at least one LAN / WAN / Campus networking Project costing not less than 40% of the estimated tender cost in an Academic environment in the last five years.</p> <p>Annual Turnover: The intending tenderer must submit documentary evidence in support of the above in the form of (i) a certified copy of the work order, (ii) a completion certificate indicating the value and period of work.</p>
3.	Turnover	The average annual financial turnover of the CGO/CPSU/CPSE should not be less than 30% of the estimated cost during the immediate last 3 consecutive financial years. This should be duly certified by a Chartered Accountant and audited Balance Sheets and P&L account. The intending tenderer must submit an Audited balance sheet, and P&L account or a Chartered Accountant certificate.

Pre-bid Meeting/ Clarifications

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

Changes in the Bidding Document

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

Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the Tender document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request, and such refusal shall be treated as a withdrawal of the bid, and in such circumstances, bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend

the period of validity of its Bid.

- d) Bidders must submit their bids online at the e-Procurement portal.
- e) All the documents uploaded should be digitally signed with the DSC (Digital Signature Certificate) of the authorized signatory.

Evaluation Methodology: QCBS (20:80): - In accordance with updated GFR 2017, the selection will follow the **Quality and Cost Based Selection (QCBS)** method, giving 20% weightage to Technical merit and 80% to Financial bids.

Detailed Technical Evaluation Sheet: - Focusing on Past Experience and Implementation Capabilities. The required documents in Annexures include PMC Orders, Purchase Orders, Completion Certificates, and Invoices for all projects.

Category	Evaluation Parameter	Max Marks	Marking/ Evaluation Logic
A. Firm Experience	Past Projects (Last 7 Years)	60	
	Experience in large-scale Next Generation firewall deployments.	15	7 marks for 50 Gbps throughput or 10,000 users. 4 marks for 30 Gbps throughput or 5,000 users. 2 marks for 10 Gbps throughput or 3,000 users. Maximum 3 projects.
	Experience in large-scale core/ distribution switch deployments.	15	7 marks for 5 Tbps switching capacity. 4 marks for 3 Tbps switching capacity. 2 marks for 1 Tbps switching capacity. Maximum 3 projects.
	Experience in large-scale LAN network deployments.	10	5 marks for 200 network switches or 4000 LAN points. 3 marks for 100 network switches or 2000 LAN points. 1 mark for 50 network switches or 1000 LAN points. Maximum 3 projects.
	Experience in large-scale wireless network deployments.	10	5 marks for 800 Wireless access points. 3 marks for 500 Wireless access points. 1 mark for 200 Wireless access points. Maximum 3 projects.
	Experience in projects involving extensive civil works (Digging, moiling, Ducting and Recarpeting).	10	5 marks for 15 km of civil works. 3 marks for 10 km of civil works. 1 mark for 5 km of civil works. Maximum 3 projects.
B. Delivery Speed	Timely Implementation Track Record	10	
	Timely Completion Bonus: Evidence of completing previous projects on schedule.	10	5 marks per project completed in the allotted time. 3 marks per project completed within a delay of six months. 1 mark per project completed within a 1-year delay. Maximum 3 projects.
C. Manpower	Key Personnel Qualifications	20	

Category	Evaluation Parameter	Max Marks	Marking/ Evaluation Logic
	Project Manager (PM) or equivalent (on roll of the bidder) with relevant experience (Govt Experience Certificate is mandatory)	10	10 marks for Lead PM with more than 15 years of experience. 7 marks for PM with more than 10 years of experience. 4 marks for PM with more than 5 years of experience.
	Network Architect or equivalent (on roll of the bidder) with a specialization in Wi-Fi 5/ 6/ 6E and relevant experience. (Govt Experience Certificate is mandatory)	10	5 marks per expert with 5 years of experience (CCIE/ equivalent). 3 marks per expert with 3 years of experience. 1 mark per expert with 1 year of experience.
D. Expertise	Technical Presentation for proposed network implementation	10	To be evaluated by the technical committee based on the proposed high-level network design and functionality.
	Total Technical Score	100	Minimum Qualifying: 70

- a) The Technical Evaluation shall be carried out based on the documents submitted by the bidder for the technical bid.
- b) The evaluated Bid will be given a Technical Score (TS). The minimum technical score required to qualify technical evaluation (Stage I) is 70%. A bid will be considered unsuitable and rejected at this stage if it fails to meet the minimum technical score. MNIT Jaipur will notify bidders who fail to meet the minimum technical score, and the Financial Bids of such bidders will not be opened.
- c) MNIT Jaipur will notify the bidders who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids. The notification will be displayed on the website and may also be sent by email.

Opening and Evaluation of Financial Bid: The Financial Bids of bidders who secure 70% or more marks in the technical bid will be opened. The cost indicated in the Financial Bid shall be deemed final and shall reflect the lumpsum service charge inclusive of GST, and should be stated in Rupees only.

Award of contract: - Selection of Bidder for Award of Work: The final selection of the tenderer for the award of work will be based on the scores secured by it in the technical bid (Stage I) and the price quoted by it in the financial bid (Stage II) as detailed below:

i) 20% weightage will be considered for the Technical Score (TS) obtained in the technical bid (stage-I). The technical score of the proposals will be normalized using the following formula: $TS = 100 \times (T/TH)$,

“TS” is the financial score of an applicant,

“TH” is the Highest technical score of the Proposal among all, and

“T” is the Technical score of the particular bidder.

ii) 80% weightage will be considered for the price quoted (in Rupees) by the bidder in the financial bid, which will be termed as Financial Score (FS). Financial score of the proposals will be normalized using the following formula: $FS = 100 \times (FL/F)$,

“FS” is the financial score of an applicant,

“FL” is the lowest Financial Proposal among all, and

“F” is the financial proposal of the particular bidder.

iii) For the purpose of calculation of Composite Score (S) for each bidder, the weightage shall be 20%

(called as W) for the Technical Score (TS) and 80% (called as 1 - W) for the Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$$S = TS \times W + FS \times (1 - W)$$

Tenderers will be ranked by their Composite Scores and listed in order of merit as H1, H2, H3, and so on.

The top scorer H1 would be eligible for the award of work.

iv) Even though a bidder may satisfy the above requirements, the bidder would be liable to disqualification if he has:

- a. Made misleading or false representations or deliberately suppressed the information in the forms, statements, and enclosures required in the pre-qualification document.
- b. Record of poor performance, such as abandoning work, not properly completing the contract, or financial failures/ weaknesses, etc.

SECTION IV - Implementation schedule

S. No.	Name of Activity	Timeline of work to be completed on OR before the following
1	Design Validation	30 Days from the signing of the MoU
2	System Integrator (SI) selection	60 Days from the approval of design validation
3	Supply of all passive items/ devices	40 Days from the selection of SI
4	Supply of all active items/ devices	80 Days from the selection of SI
5 (a)	Completion of ducting, cabling, and rack installations	90 Days from the selection of SI
5 (b)	Completion of the Wi-Fi network in the hostels	140 Days from the selection of SI
5 (c)	Completion of the Wi-Fi network in the academic area	160 Days from the selection of SI
5 (d)	Completion of the whole work duly certified (Installation/ Testing/ Commissioning)	180 Days from the selection of SI

5. Payment Terms (Linked to Milestones)

- Mobilization Advance & Design Approval:** 10% (Against Bank Guarantee).
- Passive Implementation:** 30% upon completion of ducting, cabling, and rack installations (SITC of sl. Nos. 18 to 53 of BoQ).
- Active Implementation:** 30% upon completion of the Wi-Fi network in the academic area (SITC of sl. Nos. 1 to 17 of BoQ).
- Acceptance Testing & Handover:** 30% after final project sign-off and submission of As-Built documents (Completion of the whole work duly certified) + PMC lumpsum service charges.
- Any charges/ LD taken from the SI should be refunded to MNIT Jaipur.
- Interest (if any) earned from the funds disbursed by MNIT Jaipur will be refundable to MNIT Jaipur.
- All bills generated for each milestone must be duly certified and verified by the PMC and competent authority of MNIT Jaipur.

6. References & Compliance

The bidder must ensure compliance with the following:

- **GFR 2017/2025:** Rules 177 to 196 (Consultancy Services).
- **Manual for Procurement of Consultancy Services 2022:** Department of Expenditure.
- **Purchase Preference:** It is mandatory for all the bidders to comply with the PPP and Make In India (MII) provisions (MeitY and DPIIT Guidelines), applicable as on the date. (As per <https://www.meity.gov.in/esdm/ppo>) Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020 and

other latest ones till date to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

- The Order is applicable for procurement by the Ministry / Department / attached / subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
- In the procurement of all goods, services, or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only a 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- The margin of purchase preference shall be 20%. 'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
- Ministry of Electronics and Information Technology is the Nodal Ministry for the implementation of the Electronic Product Notifications issued in furtherance of the PPP-MII Order 2017.
- Classes of Local Suppliers based on local content as per the revised PPP-MII Order dated 04.06.2020 issued by the Department for Promotion of Industry and Internal Trade (DPIIT) are as under
- Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, have local content equal to or more than 50%.
- Class-II Local supplier - a supplier or service provider, whose goods, services, or works offered for procurement, have local content of more than 20% but less than 50%.
- Non-Local supplier - a supplier or service provider, whose goods, services, or works offered for procurement, have local content less than or equal to 20%.
- Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in the procurement of all goods, services, or works, and with an estimated value of purchases less than Rs. 200 crores.
- **IEEE/TIA Standards:** Compliance with 802.11be (Wi-Fi 7), TIA-568-D cabling standards, and the latest amendments.

Section V - General Rules & Directions

1. Any person who submits a tender shall fill up the usual printed form, starting with the rate at which he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. Tenders shall have the name and number of the works to which they refer, written on the envelopes.
The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees, ignoring fifty paise and treating more than fifty paise as one rupee.
2. The officer inviting tender or his duly authorised assistant will open tenders in the presence of intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt shall thereupon be given to the contractor,
3. The officer inviting tenders shall have the right to reject all or any of the tenders and will not be bound to accept the lowest or any other tender.
4. The receipt of an accountant or clerk for any money paid by the contractor will not be considered an acknowledgement or payment to the officer inviting tender, and the contractors shall be responsible for ensuring that they procure a receipt signed by the officer inviting tender or by a duly authorised cashier.
5. The tenderers shall sign a declaration under the Official Secrets Act 1923, for maintaining the secrecy of the tender document drawings or other records connected with the work given to them.
6. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated in writing to the Engineer-in-charge.
7. All the taxes, including GST, or any other tax / CESS in respect of this contract shall be payable by the contractor, and the Institute will not entertain any claim whatsoever in respect of the same.
8. The contractor shall provide a list of MNIT Jaipur employees related to him.
9. The tender for the work shall not be witnessed by contractors who/ themselves has/ have tendered or who may and has/ have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering, as well as those witnessing the tender, liable to summary rejection.
10. Since this is a composite tender, item/ items of the same nomenclature may appear under different sub-heads. The contractor must ensure that the rates quoted for identical items are identical across all locations. If any variation in the quoted rates is found for such items, the lowest quoted rate will be taken as the tendered rate for that item, and the tender will be evaluated accordingly.

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

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

Section VII - GENERAL CONDITIONS OF CONTRACT

Definitions:

1. "PRE-BID Meeting" with the intending bidders shall be held at MNIT Jaipur on Thursday 19th June 2026. The details of the pre-bid meeting are as follows: Pre-bid meeting schedule: Thursday 19th June 2026- 3:00 – 4:00 pm, NKN-I, First Floor, Prabha Bhawan, MNIT Jaipur.
2. All prospective bidders are required to send their eligibility proof to cwn@mnit.ac.in at least 1 day before this meeting. All prospective bidders are requested to send their comments/representations on or before the pre-bid meeting to cwn@mnit.ac.in. An intending bidder will be allowed to seek clarification on specifications, Conditions of the Contract, etc., in writing to MNIT JAIPUR, Jaipur, within 48 hours after the pre-bid meeting.
3. Rate: Prices of individual items should include all taxes and duties. It should also include packing, forwarding, transport, and insurance until the project is implemented; GST shall be extra. The rate should be quoted only in Indian Rupees (INR) on a DOOR Delivery Basis at MNIT JAIPUR, Rajasthan, Inclusive of all the Charges, with break-ups as
 - a. Basic Costs.
 - b. GST.
 - c. Total Cost (F.O.R. at MNIT JAIPUR, Jaipur).
 - d. Note: No other charges would be payable by the Institute except as mentioned in the BOQ.
4. Specification: The Contractor must confirm in writing that the goods supplied & installed by them shall be as per the specification of goods mentioned in the Required Items and Quantity Section, and in case of any variation, the contract shall be liable to be cancelled immediately. The Security cum Performance Security/ Guarantee will also be forfeited.
5. Validity: The quoted rates must be valid for 90 days from the date of tender closing. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quotes a validity period shorter than the required period, it will be treated as unresponsive and may be rejected.
6. If the tenderer withdraws, modifies, or changes their offer during the validity period, the bid may be rejected. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions, etc. of their original tender.
7. Authority of the person signing the document: A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if on inquiry, it appears that the person so, signing had no authority to do so, the MNIT Jaipur may without prejudice to other Civil and criminal remedies cancel the contract and held the signatory liable for all cost and damage.
8. Delivery & Installation: The firm must supply & install the required item as scheduled. All aspects of safe delivery shall be the exclusive responsibility of the supplier.
9. LD Clause: All aspects of safe delivery, installation, and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, install, and commission the goods on or before the stipulated date, a penalty at the rate of 0.5% per week, or a part thereof, of the total order value shall be levied, subject to a maximum of 10% of the total order value.
10. Jurisdiction: The Courts of Jaipur alone will have the jurisdiction to try any matter, dispute, or difference between the parties arising out of this tender/contract. It is specifically agreed that no Court outside the Jaipur court shall have jurisdiction in the matter.
11. Performance Security: The successful tenderer will be required to furnish a Performance Security/guarantee Deposit of 5% of the total order amount (Lump sum service charges + system integrator contract value) in the form of a Fixed Deposit Receipt (FDR) or irrevocable Bank Guarantee (BG) from any Nationalized/ Scheduled Bank, duly pledged in the name of the "Malaviya National Institute of Technology Jaipur".
12. The security deposit may be forfeited by order of this Institute in the event of any breach, negligence, or non-observance of any condition of the contract by the contractor.

13. **Technical Evaluation:** A Detailed technical evaluation shall be carried out by the Institute pursuant to the conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, a substantially responsive bid is one that conforms to all the eligibility requirements and terms and conditions of the tender without deviation. The Institute's determination of the bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall also evaluate the technical bids to determine whether they are complete, whether the required sureties have been furnished, whether the documents have been properly signed, and whether the bids are in order. MNIT Jaipur shall have the right to accept or reject any or all tenders without assigning any reasons thereof.
14. **Financial Evaluation:** The financial bid shall be opened only to those bidders found to be technically eligible. If in the quoted price structure for the required goods there is a discrepancy between the unit price and the total price (obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price shall be corrected accordingly. If there is a discrepancy between words and figures, the amount in words shall prevail. The bidder must quote for all items; otherwise, the bid will be treated as unresponsive and rejected. Further, the financial evaluation would be done on a composite basis, and MNIT Jaipur will award the contract accordingly. After due evaluation of the bid(s), MNIT Jaipur will award the contract to the lowest evaluated responsive tenderer on an individual basis. The conditional bid will be considered unresponsive and rejected. The bidder must quote the financial bid as specified in the BOQ.
15. **Award of Contract:** The Institute shall consider placing orders for jobs with those bidders whose offers have been found technically and financially acceptable. The Institute reserves the right to counteroffer price(s) against the price(s) quoted by any bidder.
16. **Right of acceptance:** The MNIT Jaipur reserves the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The MNIT Jaipur reserves the right to reject any or all tenders /quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof, and also does not bind itself to accept the lowest quotation or any tender, and no claim in this regard shall be entertained.
17. **Guarantee / Warranty Period:** Bidder must provide a Five (05) year comprehensive on-site warranty, commencing on the date of satisfactory installation/commissioning of the goods, against defects in manufacturing, workmanship, and poor-quality components. No offer from the bidder will be accepted without a warranty/guarantee for the goods they supply or install.
18. **Inspection:** MNIT Jaipur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser. MNIT Jaipur's right to inspect, test, and, where necessary, reject the Goods after the goods arrive at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by MNIT Jaipur prior to the shipment of the goods. The Director, MNIT Jaipur, shall be the final authority to reject, in whole or in part, any supply that does not conform to the specifications and other terms and conditions.
19. **No payment shall be made for rejected Stores.** Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. If these are not removed, they will be auctioned at the suppliers' risk and responsibility, without further notice.
20. **Payment Terms:** As given above.
21. **Specification:** Bids that do not meet the bid specifications will be rejected.
22. **Breach of Terms and Conditions:** In the Event of any breach of the terms and conditions mentioned above, the Competent Authority will have the right to reject the bid at any stage without assigning any reason there-for, and nothing will be payable by MNIT Jaipur.
23. **Insolvency, etc:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified MNIT Jaipur shall have the power to terminate the contract without any prior notice.

24. The Purchase Committee will reject the quotations of bidders whose quotations do not meet the quality requirements of MNIT. MNIT Jaipur reserves the right to accept/ reject any quotation either in part or in full without assigning any reason thereof or award the contract to the different supplier(s), for different item(s), if feasible after considering the credentials, manufacturing, capability, quality and distribution rights of the item(s). The firm is therefore requested to attach its credentials regarding the supply of items, experience in the field, distribution rights, and annual turnover.
25. The quantity of items given in the tender is tentative and may be increased or decreased as per the institute's requirement.
26. The Tenderers should furnish copies of their PAN Cards and GST registration numbers. Tenders that do not comply with this condition will be rejected.
27. A signed & stamped compliance sheet for the goods' technical specification, along with the technical printed literature, must be enclosed with the bid.
28. Conditional bids will be treated as unresponsive and may be rejected.
29. The items will have to be supplied at MNIT JAIPUR, Jaipur. No transportation/ cartage charges will be provided for the same.
30. Bidder shall submit a copy of the tender document and any addendum/corrigendum thereto, if any, with each page of this document to be signed and stamped to confirm acceptance of the entire terms & conditions as mentioned in the tender inquiry document.
31. The Institute reserves the right to accept in part or in full, or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to the award of the contract, without incurring any liability whatsoever to the affected bidder or bidder(s).
32. The MNIT Jaipur reserves the right to accept the whole or any part of the bid, and the bidder shall provide the same at the quoted rates. The MNIT Jaipur reserves the right to reject any or all tenders /quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof, and also does not bind itself to accept the lowest quotation or any tender, and no claim in this regard shall be entertained.
33. Applicable Law: The contract shall be governed by the laws and procedures established by the Government of India, within the framework of applicable legislation and enactments made from time to time concerning such commercial dealings/processing.
34. Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.
35. The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Director, MNIT Jaipur and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge/ Architects and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
36. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
 - i) The expression works, or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The site shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The contractor/bidder shall mean the organisation or company from amongst CGO/CPSU/CPSE.
 - iv) OEM is an original equipment manufacturer.
 - v) The Director, MNIT Jaipur, means their nominees as well.
 - vi) Director means the Director of MNIT Jaipur.
 - vii) The Engineer-in-charge means the Faculty/Engineer/Committee of MNIT Jaipur, who shall supervise and be in charge of the work.

- viii) Architect means the Architect appointed by MNIT
- ix) Centre means the MNIT Jaipur.
- x) Department means MNIT Jaipur.
- xi) Government means the Government of India or the Government of Rajasthan, as applicable.
- xii) Accepting authority shall mean the authority that accepts the tender.
- xiii) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Institute, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Institute of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Institute faulty design of works.
- xiv) Tendered value means the value of the entire work as stipulated in the letter of award.

Scope & Performance

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

Works to be carried out

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

Sufficiency of Tender:

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

Discrepancies and Adjustment of Errors

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

In case of discrepancy between the schedule of Quantities, the specification and/or the drawing, the following order of preference shall be observed:

- (i) Description of the schedule of quantities/BoQ, i.e. nomenclature of item.
- (ii) Particular specification, additional conditions and special conditions, if any.
- (iii) CPWD specifications.
- (iv)
- (v) Indian standard specifications of B.I.S.
- (vi) Drawings.
- (vii) Decision of Engineer-in-Charge.

If any provision in any document forming part of the contract is varied or conflicts with another provision, the accepting authority shall be the deciding authority on the document's intention, and its decision shall be final and binding on the contractor.

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

The PMC MNIT ensure the manufacturer authorization letter (Annexure-1) and after sale service certificate (Annexure-3) to be taken from the system integrator.

Signing of Contract

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

CLAUSES OF CONTRACT

APPLICABILITY SUBJECT TO PROFORMA OF SCHEDULES:

Clause – 1A Performance Security/ Guarantee

- i) The contractor shall submit an irrevocable Performance Security/ Guarantee of 5% (Five Percent) as mentioned at point no. 11 of section VII of this bid document in addition to other deposits mentioned elsewhere in the contract, if any, for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within period of 15 days, from the date of issue of letter of acceptance. In case a fixed deposit receipt of any bank is furnished by the contractor to the Institute as part of the Performance Security/ Guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall, forthwith on demand, furnish additional security to the Institute to make good the deficit.
- ii) The Performance Security/Guarantee shall be initially valid from the stipulated date of completion until the warranty period (i.e., 5 years) plus 60 days beyond. In case the time for completion of work is extended, the contractor shall have the validity of the Performance Security/Guarantee extended to cover such extended time for completion of work, plus the warranty period. After the competent authority records the completion certificate for the warranty period as above, the Performance Security/Guarantee shall be returned to the contractor without any interest.
- iii) The Institute shall not make a claim under the Performance Security/Guarantee except for amounts to which the Institute is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Security/ Guarantee as described herein above, in which event the Institute may claim the full amount of the Performance Security/ Guarantee.
 - (b) Failure by the contractor to pay to the Institute any amount due, either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within 30 days of the service of notice to this effect by the engineer-in-Charge.
- iv) In the event of the contract being determined or rescinded under provisions of any of the clauses/conditions of the agreement, the Performance Security/ Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Institute.

Clause – 1B Recovery of Security Deposit: - In case a fixed deposit receipt of any Bank is furnished by the contractor to the Institute as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor, and the contractor shall, forthwith on demand, furnish additional security to the Institute to make good the deficit.

Clause -2 Compensation for Delay: - If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Institute on account of such breach, pay as agreed compensation the amount calculated at the rate of 1.5% (One decimal five percent) per month as the Director of Institute (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains in-complete. This will also apply to items or groups of items for which a separate completion period has been specified. Provided always that

the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of the work. The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the Institute. In case the contractor does not achieve a particular milestone as mentioned or the re-scheduled milestone (s) in terms of clause 5.4, the amount shown against that milestone shall be withheld to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount in the event of failure to achieve a milestone shall be automatic, without any notice to the contractor. However, if the contractor catches up on the work's progress, the withheld amount shall be released at the subsequent milestone(s). In case the contractor fails to make up for the delay in subsequent milestones (s), the amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.

Clause – 3 When Contract can be determined: - Subject to other provisions contained in this clause the Director may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/ or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

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

When the contractor has made himself liable for action under any of the cases aforesaid, the Director, on behalf of the MNIT Jaipur, shall have powers:

- a). To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Director shall be conclusive evidence). Upon such determination or rescission, the Performance Security/Guarantee under the contract shall be liable to forfeiture and shall be absolutely at the Institute's disposal.
- b). After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance work as shall be unexecuted out of his hands to give it to another contractor to complete the work. The contractor whose contract is determined or rescinded as above shall not be allowed to participate in the tendering process for the balance work.

In the event of the above courses being adopted by the Director, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work

or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer –in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause – 3A: - In case the work cannot be started due to reasons not within the control of the contractor within 30 days of issue of the award letter, either party may close the contract. In such an eventuality, the Performance Security/Guarantee of the Contractor shall be refunded, but no payment on account of interest, loss of profit, or damages, etc., shall be payable at all.

Clause – 4 Contractor liable to pay compensation even if action not taken under clause 3: - In any case in which any of the powers conferred upon the Director by Clause – 3 thereof, shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Director putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Director which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Director) all or any tools plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, and binding on the contractor otherwise the Director by notice in writing may order the contractor or his clerk of the works, foreman or other authorized agent to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Director may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause – 5 Time and Extension for delay:- The time allowed for execution of the Works or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such a time period as mentioned in the letter of award, after the date on which the Director issues written orders to commence the work or from the date of handing over of the site, whichever is later. If the contractor commits a default in commencing the execution of the work as aforesaid Institute shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance security/guarantee absolutely.

Clause – 5.1: - As soon as possible after the contract is concluded, the contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Engineer–in–Charge. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of work. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Director and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone.

Clause – 5.2: - If the work(s) be delayed by :-

- i) Force majeure or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire or
- iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades

- employed on the work, or.
- v) delay on the part of other contractors or tradesmen engaged by the Director in executing work not forming part of the contractor.
 - vi) Any other cause which, in the absolute discretion of the authority, is beyond the contractor's control. Then, upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Director, but shall nevertheless use his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Director to proceed with the works.
- 5.2 To be eligible for consideration, a request for rescheduling of milestones and extension of time shall be made by the Contractor in writing within fourteen days of the occurrence of the event causing the delay, on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.3 In any such case, the Director of the Institute may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the contractor by the Director of the Institute in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for an extension of time shall not be a bar to the Director granting a fair and reasonable extension, and such extension shall be binding on the contractor.

Clause – 6 Measurements of Work Done: - Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by evaluation/measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered in the Measurement Book and/ or level field book so that a complete record is obtained of all works performed under the contract.

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

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

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

The bidder/contractor shall give not less than seven days notice to the Engineer- in- Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of evaluation/measurement and shall not cover up and place beyond reach of evaluations/measurement any work without consent in writing of the Engineer- in- Charge or his authorized representative in charge of the work who shall within the aforesaid

period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of evaluations/measurements without such notice having been given or the Engineer- in- Charge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed. Engineer-in-Charge or his authorised representative may cause either themselves or through another officer of the department to check the evaluations/measurements recorded jointly or otherwise as aforesaid, and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

Clause – 7: - Payment on intermediate certificate to be regarded as advances:- Engineer-in-charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite evaluations/measurements of the work.

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

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

Clause – 8 Completion certificate and acceptance protocol: - Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-charge and within thirty days of the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or(b) for which payment will be made at reduced rates shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/ their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer- in-charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish etc and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. Upon completion of all activities, an acceptance protocol as per Annexure 18 will be signed by MNIT Jaipur and the bidder/SI, certifying the completion of all works and activities as per

the purchase order. All warranties/guarantees will commence on the date of the certificate of completion.

Clause 8A Contractor to keep site clean: - The splashes and droppings from white washing, color washing, painting etc on walls, floor windows etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc where the work is done without waiting for the actual completion of all the other items of work in the contract. In the event the contractor fails to comply with the requirements of this clause, the Engineer-in-charge shall have the right to have this work performed at the contractor's cost, either departmentally or through any other agency. Before taking such action, the Engineer-in-charge shall give the contractor ten days' written notice.

Clause 9: Payment of final bill: - The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-charge, whichever is earlier. The contractor shall make no further claims after submission of the final bill, and such claims shall be deemed waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the engineer-in-charge, will, as far as possible, be made within six months from the date of receipt of the bill by the Engineer-in-charge or his authorised representative.

Clause 10 Facilitation by MNIT Jaipur: - MNIT Jaipur will be able to provide power points at the time of installation of equipment.

Clause 10A Materials to be provided by the contractor: - The contractor shall ensure compliance with all PPP-MII provisions, in force from time to time. The contractor shall, at his own cost, provide all materials required for the works. The contractor shall, at his own expense and without delay, supply to the Engineer-in-charge samples of the materials to be used on the work and shall have them approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge that the materials so comply. The Engineer-in-charge shall, within five days of the supply of samples or within five days of the receipt of test results, intimate to the contractor in writing whether the samples are approved by him or not. If the samples are not approved, the contractor shall forthwith arrange to supply to the Engineer-in-Charge, for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with the specification, the Engineer-in-Charge shall issue approval upon receipt of the test results.

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

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

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

therefor, and in case of default, the Engineer-in-Charge may cause the same to be supplied, and all costs which may attend such removal and substitution shall be borne by the contractor.

CLAUSE 10 D Dismantled Material Institute Property: - The contractor shall treat all materials obtained during dismantling of a structure, of the site for a work, etc., as the Institute's property and such materials shall be disposed of to the best advantage of the Institute according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE 10 E Physical Damage of Property: - The contractor shall be responsible for any mishap or accident due to negligence or improper protection of open trenches, and all claims arising from such accidents shall be settled by the contractor without any liabilities to MNIT. The contractor shall ensure that no damage is caused to any underground or surface installations belonging to other public utility services and/ or private parties.

Clause – 11 Work to be executed in accordance with specifications, drawings, orders, etc.:- The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-charge, and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, and drawings. All active equipment must be certified by an accredited lab endorsed by the Government of India, i.e., TEC/TSEC, SQTC, BIS, EAL 2 NDcPP, ICSA Labs, or IC3S.

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

Clause 12 Deviations/Variations Extent and Pricing: - The Director shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Director and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereinafter provided.

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

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

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

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

- a) If the market rate for the substituted item so determined is more than the market rate of the

agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

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

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

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

Clause 13 Foreclosure of Contract due to Abandonment or Reduction in Scope of Work: - If at any time after acceptance of the tender, Institute shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Director shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

- i). Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- ii). Institute shall have the option to take over contractor's materials or any part thereof, either brought to the site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, Institute shall be
- iii). shall offer or give or agree to give to any person in Institute service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Institute; or
- iv). Shall enter into a contract with the Institute in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/ Director; or
- v). Shall obtain a contract with the Institute as a result of wrong tendering or other non-bona fide methods of competitive tendering; or
- vi). being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or

reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors: or

vii). Being a company, shall be passed by a company or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed, or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

viii). shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or

ix). assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority :

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

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

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

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

Any excess expenditure incurred or to be incurred by Institute in completing the works or part of the works or the excess loss or damages suffered or may be suffered by Institute as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Institute in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

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

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

Clause -14 Carrying out part work at risk & cost of contractor: - If contractor:

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

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

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

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

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

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

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

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

Clause - 15 Suspension of work

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

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

- ii). If the suspension is ordered for reasons (b) and (c) in sub-para (i) above :
 - a). The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and :
 - b). If the total period of all such suspensions in respect of an item or group of items or work for which

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

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

Clause 16 Action in case work not done as per specifications: - All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Director, his authorised subordinates in charge of the work/architect and all the superior officers of the Institute and the Chief Technical examiner's office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if given to the contractor himself. If it shall appear to the Engineer-in-charge or his authorised subordinates in charge of the work or to the Architect or the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of failing to do so within a period specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

Clause – 17 Contractor Liable for damages, defects during maintenance period: - If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever of if any defect, shrinkage or other faults appear in the work within twelve months (Six months in the case of any work other than road work costing Rs. 1,00,000/- and below) after a certificate final or otherwise its completion shall have been given by the Director as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of 12 months from the issue of the final certificate or, in the case of completion of work, until the final bill has been prepared and passed, whichever is later.

Clause 18 Contractor to Supply Tools & Plants etc.: - The contractor shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there of to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement for examination at any time and from time to time of the work or materials. Failing his so, the same may be provided by the Engineer-in-charge at the expense of the contractor, and the expenses may be deducted from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause 18A Recovery of compensation paid to workman: - In every case in which by virtue of the provisions sub-section (1) of section 12, of the Workmen's Compensation Act, 1923, Institute is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Institute will recover from the contractor for the amount of the compensation so paid; and, without prejudice to the rights of the Institute under sub-section (2) of Section 12, of the said Act, Institute shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Institute to the contractor whether under this contract or otherwise. Institute shall not be bound to contest any claim made against it under sub-section (1) Section 12 of the said Act, except on the written request of the contractor and upon his giving to Institute full security for all costs for which Institute might become liable in consequence of contesting such claim.

Clause 18 B Ensuring Payment and Amenities to Workers if Contractor fails: - In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Institute is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act the Rules framed by Institute from time to time for the protection of health and sanitary arrangements for workers employed by Institute Contractors, Institute will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Institute under sub-section (2) of Section 20 and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Institute shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Institute to the contractor whether under this contract or otherwise Institute shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub- section (4) of Section

21, of the said Act, except on the written request of the contractor and upon his giving to the Institute full security for all costs for which Institute might become liable in contesting such claim.

Clause 19 Labour Laws to be complied with by the Contractor: - The contractor shall obtain a valid license under the Contract Labour (R & A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the Provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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

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

Clause 20 Minimum Wages Act to be complied with: - The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948, amended from time to time, and rules framed thereunder and other labour laws affecting contract labour that may be brought from time to time.

Clause 21: Work not to be sublet. Action in case of insolvency: - The Contract shall not be assigned or sublet without the Director's written approval. And if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agent to any public officer or persons in the employ of Institute in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Director on behalf of the Board of Governors of the Institute shall have power to adopt any of the courses specified in Clause 3 hereof as he may deem best suited to the interest of the Institute and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensure.

CLAUSE 22: - All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Institute without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CLAUSE 23 Changes in firm's constitution to be intimated: - Where the Contractor is a partnership firm, the previous approval in writing of the Director shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement under which the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval, aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof, and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24: Directions for execution of works: - All works to be executed under the contract shall be executed under the direction and subject to the approval of the Director of the Institute, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25 Settlement of Disputes & Arbitration: - Except where otherwise provided in the contract all questions and all disputes relating to the meaning of the specification, design, drawings and instructions here - in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning

the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director of Institute (MNIT Jaipur) or if there be no Director of the Institute, the administrative head of the said Institute. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such a person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking Arbitration shall give a list of disputes with amounts claimed in respect of each such dispute, along with the notice for appointment of arbitrator, and giving reference to the rejection by the Director of the Institute of the appeal.

It is also a term of this contract that no person other than a person appointed by such Director of the Institute (MNIT Jaipur) or the administrative head as aforesaid should act as arbitrator, and if, for any reason, that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Institute shall be discharged and released of all liabilities under the contract in respect of these claims.

The other matters of arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give a separate award against each dispute and claim referred to him, and in all cases where the total amount of the claims by any party exceeds Rs. .1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that any fees payable to the arbitrator shall be split equally between the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both parties, calling them to submit their statements of claim and counter-statements of claim. The venue of the arbitration shall preferably be JAIPUR or such place as may be fixed by the Arbitrator. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator, who may direct to any by whom and in what manner such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 26 Contractor to Indemnify Institute against patent Rights: - The Contractor shall fully indemnify and keep indemnified the Board of Governors of the Institute against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part of thereof included in the Contract. In the event of any claims made under or action brought against the Institute in respect of any such matter as aforesaid, the Contractor shall be immediately notified thereof, and the Contractor shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may arise therefrom. Provided that the Contractor shall not be liable to indemnify the Board of Governors of the Institute if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer in Charge on this behalf.

CLAUSE 27 Lump sum Provision in Tender: - When the estimate on which a tender is made includes lump sum in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates, as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the

estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the Contractor with regard to any sum payable to him under the provisions of the clause.

CLAUSE 28 Action where no specifications are specified: - In case of any class of work for which there are no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standard Specifications. In case there are no such specifications from the Bureau of Indian Standards, the work shall be carried out as per the accredited lab of the Government of India (IC3S, TEC/ etc.), if available; otherwise, the manufacturer's specifications. In the event that no such specifications are required as specified above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29 With-holding and lien in respect of Sums due from Contractor: - (i) Whenever any claim, for payment of a sum of money arises out of or under the contract or against the contractor, the Institute shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Institute shall be entitled to withhold the security deposit, if any furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Institute shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Director pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Institute will be kept withheld or retained as such by the Institute till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Institute shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.

(ii) Institute shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for Institute to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Institute to the contractor, without any interest thereon whatsoever. Provided that the Institute shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short, where such payment has been agreed upon between the Institute on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

CLAUSE 30 Lien in respect of claims in other Contracts: - Any sum of money due and payable to the Contractor (including security deposit returnable to him) under this contract may be withheld or retained by way of lien by the Institute or any other contracting person or persons through Engineer-in-Charge against any claim of the Institute or such other person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Contractor with the Institute or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the

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

CLAUSE 31 Deleted

CLAUSE 32 Deleted

CLAUSE 33 Return of Surplus materials: - Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Institute either by issue from Institute stocks or purchase made under orders or permits or licenses issued by Institute the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Institute and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor, however, shall not exceed the amount charged to him, excluding storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall, in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Institute for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34 Plant & Machinery: - The contractor shall arrange, at his own expense, to bring and take away all tools, plant, machinery, and equipment.

CLAUSE 35: deleted

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

All provisions applicable to the principal technical representative under the clause will also apply to other technical representatives. The principal technical works shall supervise at all times when any installation/commissioning/execution activity is in progress, and shall also present themselves as required to the Engineer-In-Charge and/or his designated representative to take instructions. Instructions given to the principal will have the same force as if they had been given to the contractor. The principal technical representative and other technical representative shall be actually available at site fully during all stages of execution of work, during recording/ checking/ test checking of measurements of works and whenever so required by the Engineer-In-Charge and shall also note down instructions conveyed by the Engineer-In-

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

CLAUSE 37: Levy/Taxes payable by Contractor.

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

CLAUSE 38 Conditions for reimbursement for levies/taxes if levied after receipt of tenders.

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

CLAUSE 39: Termination of Contract on death of contractor: - Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Director, on behalf of the Board of Governors of the Institute, shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40 If a relative is working in MNIT, then the contractor is not allowed to tender: - The contractor shall not be permitted to bid for works in the MNIT (responsible for award and execution of contracts), in which his near relative is posted as an officer in any capacity and a member of the Engineer-in-charge. He shall also intimate the names of persons who are working with him in any capacity, or who are subsequently employed by him, and who are near relatives of any gazetted officer in the MNIT or in the Ministry of Education. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of MNIT.

NOTE: By the term “near relatives” means wife, husband, parents and grandparent’s children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 41: - Deleted

CLAUSE 42: - Deleted

CLAUSE 43 Compensation during warlike situations: - The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer- in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge. The contractor shall be paid for the damages/destruction suffered and for restoring the material at a rate based on an analysis of the tendered rates, in accordance with the provisions of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided that no compensation shall be payable for any loss in consequence of hostilities or warlike operations(a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge. (b) for any material, etc., not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building, and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Director.

CLAUSE 44 Apprentices Act provisions to be complied with: - The contractor shall comply with the provisions of the Apprentices Act,1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract, and the Registrar may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said act.

CLAUSE 45 Release of Security deposit after labour clearance.

Safety Code

1. Suitable scaffolds should be provided for workmen for all works that can not safely be done from the ground or from solid construction, except such short-period work as can be done safely from ladders. When a ladder is used, an additional mazdoor shall be engaged to hold the ladder. If the ladder is used for carrying materials, as well as suitable footholds and hand-holds shall be provided on the ladder, and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($1\frac{1}{4}$ horizontal and 1 vertical)
2. Scaffolding of staging more than 3.6m (12 ft) above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 (12ft) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or on a working platform shall be provided with suitable means to prevent the fall of a person or materials, by means of fencing or railing whose minimum height shall be 90cm (3ft).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. ($11\frac{1}{2}$ "") for ladder upto and including 3m (10ft) in length. For longer ladders this width should be increased at least $\frac{1}{4}$ " for each additional 30cm (1foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defiance of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching - All trenches 1.2m (4ft) or more in depth shall at all times be supplied with the least one ladder for each 30m (100ft) in length or fraction thereof. The ladder shall extend from the bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches that are 1.5m (5ft) or more in depth shall be stepped back to give a suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m (5ft) of the edges of the trench or half of the depth of the trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.
7. Demolition – Before any demolition work is commenced, and also during the progress of the work,
 - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b. No electric cable or apparatus that is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - c. All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion, or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment, as considered adequate by the Engineer-in-Charge, should be kept available for the use of the person employed on the site, maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of the equipment by those concerned. The following safety equipment shall invariably be provided :
 - Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided

with protective footwear and protective goggles.

- Those engaged in whitewashing and mixing or stacking of cement bags or any material that is injurious to the eyes shall be provided with protective goggles.
- Those engaged in welding work shall be provided with welder's protective eye shields.
- Stone breakers shall be provided with protective goggles and protective clothing, and shall be seated at sufficiently safe intervals.
- When workers are employed in sewers and manholes, which are in active use, the contractor shall ensure that the manholes are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accidents to the public. In addition, the contractor shall ensure that the following safety measures are adhered to :
 - a) Entry for workers into the line shall not be allowed except under the supervision of the Engineer-in-charge or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for 2 to 3 hours before any man is allowed to enter a manhole to work inside.
 - c) Before entry, the presence of Toxic gases should be tested by inserting wet lead acetate paper, which changes colour in their presence and provides an indication of their presence.
 - d) The presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case no Oxygen is found inside the sewer line, workers should be sent only with an oxygen kit.
 - e) A safety belt with a rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable them to be pulled out during an emergency.
 - f) The area should be barricaded or cordoned off using suitable measures to prevent any mishaps. Proper warning signs should be displayed for the safety of the public whenever cleaning work is undertaken during the day or at night.
 - g) No smoking or open flames shall be permitted within 10 feet of the blocked manhole being cleaned.
 - h) The malba resulting from cleaning blocked manholes and sewer lines should be immediately removed to avoid accidents due to its slippery nature.
 - i) Workers should not be allowed to work continuously inside the manhole. He should be given rest intermittently. The Engineer-in-Charge may determine the time during which a worker may be allowed to work continuously inside the manhole.
 - j) Gas masks with Oxygen Cylinders should be kept at the site for emergency use.
 - k) Air blowers should be used for the flow of fresh air through the manholes. Whenever required, portable air blowers are recommended for ventilating manholes. The Motors for these shall be vapour-proof and totally enclosed. Non-sparking gas engines can also be used, but they should be placed at least 2 meters away from the opening and on the leeward side, protected from wind so they do not become a source of friction for any flammable gas that might be present.
 - l) The workers engaged in cleaning manholes/sewers should be properly trained before being allowed to work in them.
 - m) The workers shall be provided with Gumboots or non-sparking shoes, bump helmets, non-sparking gloves, safety lights, gas masks, and portable air blowers (when necessary). They must be supplied with barrier cream to anoint their limbs before working inside the sewer lines.
 - n) Workmen descending a manhole shall carefully check each ladder stop or rung before putting their full weight on it, to guard against insecure fastenings caused by corrosion of the rung fixed to the manhole well.
 - o) If a man sustained a physical injury, he should be brought out of the sewer immediately, and adequate medical aid should be provided.
 - p) The extent to which these precautions are to be taken depends on the individual situation, but the Engineer-in-Charge's decision regarding the steps to be taken in an individual case will be final.

- The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
 - a) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
 - b) Suitable face masks should be supplied for workers to use when paint is applied by spray or when a surface with lead paint is dry-rubbed and scraped.
 - c) Overalls shall be supplied by the contractors to the workmen, and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. An additional clause (viii) (i) of Safety Code (iv), the Contractor shall not employ women and men below the age of 18 on the work of painting with a product containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- While lead, sulfate of lead or products containing these pigments shall not be used in painting operations except in the form of pastes or paint ready for use.
 - Measures shall be taken, wherever required, in order to prevent danger arising from the application of a paint in the form of spray.
 - Measures shall be taken, wherever practicable, to prevent danger arising out of dust caused by dry rubbing down and scraping.
 - Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - Overall shall be worn by working painters during the whole working period.
 - Suitable arrangements shall be made to prevent clothing put off during working hours from being spoiled by painting materials.
 - Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by a medical man appointed by the competent authority of the Institute.
 - Institutes may, when necessary, require medical examinations of workers.
 - Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use, and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle, including their attachment, anchorage and supports, shall conform to the following standards or conditions:-
- These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - Every crane driver or hoisting appliance operator shall be properly qualified, and no person under the age of 21 years should be in charge of any hoisting machine, including any scaffolding winch or give signals to operators.
 - In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as a means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - The contractors shall notify the safe working load of their machinery to the Engineer-in-charge whenever they bring machinery to the site of work, and the Engineer-in-charge shall verify it.

12. Motors, gearing, transmissions, electrical wiring, and other dangerous parts of hoisting appliances should be provided with effective safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to a minimum the risk that any part of a suspended load becomes accidentally displaced. When workers are employed on electrical installations that are already energised, insulating mats and wearing apparel, such as gloves, sleeves, and boots, may be necessary and should be provided. The worker should not wear any rings or watches, or carry any keys or other materials that are good conductors of electricity.
13. All scaffolds, ladders, and other safety devices mentioned or described herein shall be maintained in a safe condition, and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near workplaces.
14. These safety provisions should be brought to the notice of all concerned by display on a prominent notice board at a workplace. The contractor shall name the person responsible for compliance with the safety code therein.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the Labour Officer, the Engineer-in-charge, or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rules in force in the Republic of India.

Section VIII - Schedule of Requirements

S. No	Name	Quantity, tentative ONLY
1	Security Solution	1
2	Link Load balancer	1
3	WAN Router	1
4	NAC for 10000 users	1
5	Core Switch (32 port 100G)	2
6	Distribution Switch (48 port 1/10/25G)	17
7	Access switch type 1 (24 port non-poe)	80
8	Access switch type 2 (48 port non-poe)	200
9	Access switch type 3 (24 port multigig-poe)	80
10	Access switch type 4 (48 port poe)	70
11	Wireless Controller	2
12	Access point type 1 (4:4X4 indoor)	750
13	Access point type 2 (2:2X2 outdoor)	130
14	Access point type 3 (2:2X2 indoor)	700
15	GPON OLT	1
16	ONU Dual band	400
17	42U smart rack	2
18	Outdoor Racks/ Street Cabinet 42 U rack Size	2
19	Outdoor Racks/ Street Cabinet 15 U rack Size	10
20	Indoor Network racks 42 U	10
21	Indoor Network racks 15 U	50
22	Indoor Network racks 6 U	30
23	144 Port rack mounted LIU with single mode pigtail and coupler	8
24	24 Port rack mounted LIU with single mode pigtail and coupler	130
25	6 Port rack mounted LIU with single mode pigtail and coupler	120
26	2 Port Joint Closer box/ Home termination box With pigtails and couplers	400
27	Joint Closer bamboo Type suitable for 144-core fiber	50
28	144 cores armored Single-mode fiber cable, multi-tube, 12 cores per tube	17000
29	24 Core armored single-mode fiber cable	5000
30	12 Core armored single-mode fiber cable	15000
31	6 Core armored single-mode fiber cable	45000
32	2 Core single-mode fiber cable	35000
33	Fibre patch cord SC-LC 2 meter Duplex	2000
34	Fibre patch cord SC-LC 10 meter Duplex	100
35	Fibre patch cord LC-LC 2-meter Duplex	400
36	Fibre patch cord LC-LC 10 meter Duplex	50
37	Fibre patch cord SC-SC 2 meter simplex	2500
38	Fibre patch cord SC-SC 10 meter simplex	100
39	2X4 Splitter box type	40
40	2X8 Splitter box type	80

41	CAT6A UTP cable	130000
42	24 port jack panel CAT6A	300
43	1 meter UTP patch cord CAT6A	5500
44	CAT6A Information outlet with faceplate and gang box	4000
45	RJ 45 Termination plug	1000
46	8" DWC duct pipe	13000
47	1" PVC conduit	170000
48	32mm HDPE duct pipe	4000
49	100X50 ISI casing	2000
50	Route Marker	2000
51	3X3 feet Chamber	400
52	Moiling/ Digging/Recarpeting	14000
53	Fiber fusion splicing	15000
54	Fibre Tags	3000
55	Buyback of existing infra	1
56	Network lab using existing infra	1
57	Any other accessories	1

Section IX - Sample Forms

Sl	Format Number	Format Name
1.	Annexure 1	Manufacturers' Authorization Form
2.	Annexure 2	Performance Bank Guarantee
3.	Annexure 3	After-Sale Service Certificate
4.	Annexure 4	Declaration Regarding Non-Banning
5.	Annexure 5	No Deviation Certificate
6.	Annexure 6	Self-Certificate for Proven-ness
7.	Annexure 7	Lowest Price Certificate
8.	Annexure 8	Quality Certificate
9.	Annexure 9	Letter of Bid
10.	Annexure 10	Declaration of Local Content
11.	Annexure 11	Integrity Pact
12.	Annexure 12	Declaration of Land Border Clause
13.	Annexure 13	Similar Work Experience Criteria
14.	Annexure 14	Declaration Sheet
15.	Annexure 15	Bidders Information
16.	Annexure 16	Service Level Agreement
17.	Annexure 17	Warranty Terms and Conditions
18.	Annexure 18	Acceptance Protocol
19.	Annexure 19	PPP MII Certificate by Bidder
20.	Annexure 20	Working CWN infrastructure select details

MANUFACTURERS' AUTHORIZATION FORM

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

Date : [.....]

Tender No. : [.....]

To : [.....]

WHEREAS

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

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

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

Signed: [.....]

Name: [.....]

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

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

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

PERFORMANCE BANK GUARANTEE

(To be executed on Stamp Paper of Rs. 100/- or such higher value as per the Stamp Act of the State in which the Guarantee is issued. Stamp Paper should be in the name of the Bank Issuing the Guarantee.)

BANK GUARANTEE NO. :

DATED:

Dear Sirs,

1. THIS DEED OF GUARANTEE made on this _____ day of _____

between **MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR** (hereinafter called the "MNIT" which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the one part and the _____ (hereinafter called the "Bank" which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the other part.

2. AND WHEREAS as per clause _____ of the purchase order in question the supplier shall furnish a Performance Bank Guarantee of 5% of P.O. Value i.e. Rs.

(Rs.....

.....

.....

only) valid for the period of two

months beyond the warranty period as and by way of security

for the satisfactory working of the

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

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

3.2 The Bank hereby guarantees to the MNIT Jaipur that the equipment/service contracted is capable of performing the work as demanded by the MNIT Jaipur. In the event of

equipment/service failing to perform to the satisfaction of the MNIT Jaipur, which shall be final and conclusive of the factum of non-performance, the Bank shall indemnify and keep the indemnified to the extent of of P.O. Value i.e. Rs. (Rupees) valid for the period of two months beyond the warranty period against any loss or damage that may be caused to or suffered by the MNIT Jaipur consequent to non-performance of the contracted equipment/services to be supplied by the supplier.

3.2 In consideration of the aforesaid premise and at the request of the supplier, we the Bank hereby irrevocably and unconditionally guarantee that the supplier shall perform in an orderly manner their contractual obligations in accordance with the terms and conditions set forth in the Purchase order dated and in the event of the supplier's failure to do so, the Bank unconditionally pay to the MNIT Jaipur on demand, any amount up to the value mentioned in Clause 3.1 above without any reference to the supplier and without questioning the claim.

3.3 The guarantee herein shall remain in full force for a period of two months beyond the warranty period from the date of certification by the MNIT Jaipur of successful installation and commissioning of the equipment/ service contracted. The date of start of the warranty period will be notified by MNIT Jaipur to the Bank.

3.4 The decision of the MNIT Jaipur regarding the liability of the Bank under the guarantee and the amount payable there shall be final and conclusive, and binding on us without question. The Bank shall pay forthwith the amount demanded by the MNIT Jaipur notwithstanding any dispute, if any, between the MNIT Jaipur, and the supplier.

3.5 The Bank further agrees that the guarantee herein shall remain in full force during the pendency of the aforesaid period mentioned in Clause 3.3 above and also any extension of the guarantee which has been provided by the Bank for this purpose beyond the aforesaid period provided, further, that if any claim accrues or against the Bank by virtue of this guarantee, should be lodged with us within a period of 60 days from the date of expiry of the guarantee period.

3.6 This Guarantee shall not be affected by any change in the constitution of the supplier, MNIT Jaipur, or us nor shall it be affected by any change in the constitution or by any amalgamation or absorption or reconstruction thereof otherwise, but will ensure for and be available to and endorsable by the absorbing amalgamated company or concern.

3.7 The MNIT Jaipur has the fullest liberty without affecting the guarantee to postpone at any time or from the time any of the powers exercisable by it against the supplier, either to enforce or forbear the clause governing guarantee in the terms and conditions of the said contract and Bank shall not be released from its liabilities under the guarantee by any matter referred to or by reason of time being given to the supplier or any other forbearance, act or omission on the part of the MNIT Jaipur or any material or things whatsoever which under the law relating to sureties shall but for the provisions hereof have the effect of so releasing the Bank from its liabilities.

3.8 We further agree that the MNIT Jaipur shall have the fullest liberty without affecting in any way our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the said contract or to extend the time of delivery from time to time.

3.9 The Bank undertakes not to revoke this guarantee during its currency except with the previous consent in writing of the MNIT Jaipur.

3.10 We further agree that in order to give full effect to the guarantee herein contained MNIT Jaipur shall be entitled to act as if we were its principal debtors in respect of its claim against the Supplier hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above provision of this Guarantee.

Notwithstanding anything herein before, the liability of the Bank under this guarantee is restricted to Rs. (Rupees only) and it will remain in force up to the period specified in Clause 3.3 unless a suit to enforce any claim under the Guarantee is filed against the Bank before the period specified in Clause 3.4. All your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

COUNTERSIGNED

Signature:

Name:

Designation:

Organization:

Signature:

Name:

Designation

:

Organization:

Seal of the Firm

AFTER SALE SERVICE CERTIFICATE

From

To

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

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

Sr.No. Address of Service Centre Phone No. A number of Engineers

- 1.
- 2.
- 3.

We do hereby confirm that:

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

Signature of Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

Declaration Regarding Non-Banning

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

Date

Signature of Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

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

No Deviation Certificate

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

Date

Signature of
Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

Self-Certificate for Proven-ness

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

Date

Signature of Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

Lowest Price Certificate

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

Date

Signature of
Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

Quality Certificate

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

Date:

Signature of
Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

Letter of Bid (LOB)

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

Sub: Tender No.

Date:

Dear Sirs,

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

Dated:

Signature of
 Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

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

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

DECLARATION OF LOCAL CONTENT

[For Local Content of Products, Services or Works]

(To be given on Company Letter Head – For a tender value below Rs.10 Crores)

(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

To,
The Registrar
MNIT Jaipur

Subject: Declaration of Local Content

Tender reference No.

1. Country of Origin of Goods being offered:
2. With reference to Order No. P- 45021/2/2017-PP(BE-II) dated 16-09-2020 read with OM No. P-45021//102/2019-BE-II-Part(1) (E-50310) Dt. 04.03.2021 of DPIIT, Ministry of Commerce and Industry, Govt. of India, and OMs from other relevant ministries¹, Govt. of India, we fall under the following category of supplier (please tick the correct category) for the items for which this tender has been floated and being bided.
 - Class I local supplier – has local content equal to more than 50%. Local contents added at(name of location).
 - Class II local supplier – has local content of more than 20% but less than 50%. Local content added at(name of location).
 - Non-local supplier – has local content less than or equal to 20%. Local contents added at(name of location).
3. Details of value addition in India:

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

4. Certificate from OEM for Country of Origin has been attached (mandatory if bidder is reseller) (Strike down if not applicable).
5. We are solely responsible for the above mentioned declaration in respect of category of supplier. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which we may be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of OEM/Supplier/~~Bidder~~/ Agent
 Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

¹ Please see para 5.(j) of Section II, for select list of such OMs

INTEGRITY PACT

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

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

AND

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

PREAMBLE

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

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

Action 1 – Commitments of the Principal.

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

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

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

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

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

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

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

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

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

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

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

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

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

Section 4 : Compensation for Damages

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

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

Section 5 : Previous Transgression

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

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

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

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 : Independent External Monitor/Monitors

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

such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word "Monitor" word include both singular and plural.

Section 10 : Pact Duration

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

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

Section 11 : Other Provisions

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

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1 :
(Name &Address)

Witness 1:
(Name & Address)

Witness 2 :
(Name & Address)

Witness 2:
(Name & Address)

Seal of the Firm

Declaration for the land border clause

No.....

Date:

Certificate

I have read the clause regarding restrictions on procurement from a bidder of a country that shares a land border with India, and hereby certify that the organization is not from such a country.

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder of a country that shares a land border with India. We hereby certify that the organization is from (Name of Country) and has been registered with the Competent Authority. I also certify that the organization fulfils all the requirements in this regard and is eligible to be considered.

(Copy/evidence of valid registration by the Competent Authority is to be attached.)

Signature of Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

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<<Organization letter head>>

Declaration Sheet

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

This certifies that our organization has been authorized (copy attached) by the OEM to participate in the tender. We further certify that our organization meets all the conditions of the eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on a regular basis with technology/ product updates and extend support for the warranty.

We further specifically certify that our organization has not been blacklisted/ delisted or put on any holiday by any institutional agency/ Government Department/ Public sector undertaking in the last three years.

The prices quoted in the financial bids are subsidies due to academic discounts given to MNIT Jaipur and the rates quoted are not more than those quoted to any other institution in India or abroad during the last year.

Signature of Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No. :

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

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

Seal of the Firm

Service Level Agreement (SLA)

a. Service Level Definitions:

Service Level	Description- one or more of the following	Priority of the bidder/SI
Critical (May be called Severity-1)	Complete loss of a core organisational or business process where work cannot reasonably continue. Catastrophic impact on business. Workflow cannot move forward until the issue is resolved. The issue may be caused by a critical failure that results in data loss or precludes the use of the product's function. e.g., the Whole network is down due to a failure.	The bidder/SI's priority should be service restoration, not problem debugging.
Major (May be called Severity-2)	High impact on organisational or business processes. The operation of an existing network is severely degraded, or significant aspects of a customer's business operations are negatively impacted by inadequate product performance. Inability to deploy a key feature or function. Network/Internet usage is affected but can continue for a reasonable period before the problem becomes catastrophic. e.g., the network in a department/ building/ block network is down	The bidder/SI's priority should be to restore/improve the service, not to debug the problem.
Minor (May be called Severity-3)	Minimal organisational or business impact. Anything that is not out of service or Major is classified as Minor. e.g., at least one user/one Lab is affected due to the network being down, etc.	The bidder/SI's priority should be to restore/ improve the service, not to debug the problem.

b. Escalations and Notifications:

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

Logging of tickets with the ticket number.

Status change of the ticket.

Support/ Resident engineers-initiated notifications.

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

Severity of Call	Type of Call(Call logging)	First Escalation (Tier-II)	Second Escalation (Tier-III)
Severity-1: Critical	incident	6th Hour	12th Hour
Severity-2: Major	incident	12th Hour	24th Hour

Severity of Call	Type of Call(Call logging)	First Escalation (Tier-II)	Second Escalation (Tier-III)
Severity-3: Minor	incident	24th Hour	48th Hour

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

e. Penalty for a branch of SLA:

S. No.	Incident/Fault Resolution - SLA	Time Allotted	Penalty
1	Call/Ticket/Incident Resolution for Critical, Severity-1 incident	<6 Hrs.	0%
		>6 Hrs. and <12 Hrs.	0.5 % of the Performance bank guarantee each time
		>12 Hrs. and <24 Hrs.	1.0 % of the Performance bank guarantee each time
		>24 Hrs. and <48 Hrs.	2.0 % of the Performance bank guarantee each time
		>48 Hrs.	2.0 % of the Performance bank guarantee each time +1 % for each day beyond 48 Hrs.
2	Call/Ticket/Incident Resolution for Critical, Severity-2 incident	<12 Hrs.	0%
		>12 Hrs. and <24 Hrs.	0.5 % of the Performance bank guarantee each time
		>24 Hrs. and <48 Hrs.	1.0 % of the Performance bank guarantee each time
		>48 Hrs.	1.0 % of the Performance bank guarantee of each time +0.5 % for each day beyond 48 Hrs.
3	Call/Ticket/Incident Resolution for Critical, Severity-3 incident	<24 Hrs.	0%
		>24 Hrs. and <48 Hrs.	0.1 % of the Performance bank guarantee each time
		>48 Hrs. and <72 Hrs.	0.2 % of the Performance bank guarantee each time
		>72 Hrs.	0.5 % of the Performance bank guarantee each time.

The Maximum penalty at a time is capped at 10% of the total performance bank guarantee value.

f. SLA Review Process and dispute resolution:

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

A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to participants at least 24 hours prior to the discussion, unless the issue is an emergency requiring immediate attention.

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

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

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

All services registered by the bidder/SI with the OEM must use cwn@mnit.ac.in and ad.ni@mnit.ac.in email addresses for registration.

g. Resident engineer: -

- i. The bidder/SI will provide a resident engineer for a period of 5 years or the contractual period, whichever is shorter.
- ii. The resident engineer's working shift will be at least 9 hours per day, 6 days a week.
- iii. The resident engineer must have minimum technical qualifications, such as a Degree/Diploma in a relevant Engineering discipline, and at least 2 years of experience managing a network of more than 1000 nodes with similar OEM equipment.
- iv. The cost of the resident engineer is to be included in the tender cost only. MNIT will not be responsible for the resident engineer's salary.

The bidder/SI must provide an alternate in the event the resident engineer is on leave/absence.

Warranty Terms and Conditions

The warranty should satisfy the following conditions.

- All active components must have at least a 5-year warranty and support.
- All proposed active components should include at least 5 years of support, with 24x7x365 days of TAC support, Return Merchant Authorisation (RMA), software updates, and subscription update support.
- OEM should not have announced the “End of Sale” and “End of Life” for all the proposed active components when bidding.
- All passive components must have a minimum 20-year warranty.
- All active components should be covered under the Next Business Day (NBD) replacement/repair warranty.
- Cover any defects in materials used to manufacture your product.
- Cover any defects in workmanship.
- Cover any broken components.
- The company will repair/ replace the defective product at no cost if the product is still under warranty.
- The company will repair/ replace any broken product parts using new or replacement parts.
- The product will be exchanged for a new product
- The price of the product will be refunded
- Conditions during the process. This can include things like:
 - The product would be returned in the advanced replacement package.
 - If an RMA is required, it should be generated by the Resident Engineer.
 - Any additional charges, such as shipping, handling, etc., will be borne solely by the OEM/SI.
 - Any active storage components (SSD/HDD) will not be returned due to privacy concerns.

Acceptance Protocol

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

1. Objectives

- Define the goals of the LAN implementation, WiFi system installation, etc.
- Identify key performance indicators (KPIs) for network performance.

2. Documentation Review

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

3. Testing Procedures

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

4. User Acceptance Testing (UAT)

- Engage end-users to validate the network's functionality.
- Gather feedback on usability and performance.

5. Compliance Checks

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

6. Training and Support

- Provide staff training on network use and troubleshooting.
- Establish a support plan for ongoing issues and maintenance.

7. Sign-off Procedure

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

8. Post-Implementation Review

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

9. Monitoring and Maintenance Plan

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

PPP MII Certificate by Bidder

It is certified that we have complied with/will comply with PPP MII's latest policies of the Government of India, declared through various OMs/orders from DP-IIT, Ministries (Electronics, Telecom, Petroleum, Finance etc.) and GeM².

Signatures
(Bidder)

Designation & Seal

Contact including email/phone-

² Please see para 5.(j) of Section II, of this bid-document:

Various OMs till date but not limited to-

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

And also refer to GeM document-

https://fulfilment.gem.gov.in/contract/slafds?fileDownloadPath=SLA_UPLOAD_PATH/2024/Jan/GEM_2024_B_4429570/CLM0014/MIIE21c80a6-49d0-4e48-956e1704438778496_buycon3.onqc.delhi.pdf

Working CWN infrastructure select details

S. No	Name Of Device	Model Number	Quantity
1.	Core Switch (Most recent: 48x10G, 12x40G)	VDX 8770-04	01
2.	Distribution Switch	X460-G2-24X	6
3	Distribution Switch	X670-G2-48X	01
4.	Distribution Switch (Most recent: 48x25G, 8x100G)	QFX5120-48Y	01
5.	Distribution Switch	EX4600-40F	01
6.	Access Switch (Most recent: 24x1G, 4x10G, 2x40G)	EX3400-24T	70 Nos
7.	Access Switch (Most recent: 48x1G, 4x10G, 2x40G)	EX3400-48T	32 Nos
8.	Access Switch	EX2300-24P	58 Nos
9.	Access Switch	EX2300-24T	16 Nos
10.	Access Switch	EX3400-24P	14 Nos
11.	Wireless Access Point(2X2) (Most recent: 2.9Gbps throughput)	XV2-21X	91
12	Wireless Access point(4X4) (Most recent: 6.6Gbps throughput)	XE3-4	29
13	Wireless Access Point (2X2 outdoor) (Most recent: 2.9Gbps throughput)	XV2-23T, XV2-2T0	10
14	Wireless Access Point (8X8) (Most recent: 6Gbps throughput)	XV3-8	4

Buyback items

S. No	Name of items	Qty.
1	24 port managed Access Switch	20
2	48 port managed Access Switch	19
3	24 port managed POE Switch	34
4	24 port Semi-managed Access Switch	11
5	48 port Semi-managed Access Switch	4
6	24 port unmanaged Access Switch	20
7	16 port unmanaged Access Switch	2
8	8 port unmanaged Access Switch	5
9	24 port managed Distribution Switch	3
10	24 port CAT6 Jack Panel	78
11	24 port fiber LIU	10
12	12 port fiber LIU	8
13	10/100 Mbps Media Converter	24
14	KVM Switch	1
15	Router	2
16	Server	2
17	Server RAM	2
18	WiFi Controller	2
19	Outdoor Wi-Fi Access Point	29
20	Indoor Wi-Fi Access Point	13
21	Wi-Fi access point 150 Mbps	10
22	Wi-Fi access point 300 Mbps	31
23	6 U rack	3
24	UPS 1 KVA	2
25	UPS 2 KVA	5
26	UPS 5 KVA	1

Signature of Bidder/ Agent

Name:.....

Designation:

Organization Name:

Contact No.:

Seal of the Firm