



मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद
इलाहाबाद-211004 [भारत]
Motilal Nehru National Institute of Technology Allahabad
Allahabad-211004 [India]
Website: <http://www.mnnit.ac.in>

Minutes of the Thirty-sixth [36th] meeting of the Finance Committee held on 23.09.2015 at 10.00 a. m.
at NIT Transit House, A-1/267, Safdarjung Enclave, New Delhi-110029.

The following members of the Finance Committee attended the meeting.

1. Shri Vijay K. Thadani Chairman
Vice Chairman and Managing Director
NIIT Limited
Plot No. 85, Sector 32
Gurgoan, Haryana-122001
&
Registered Office:
8, Balaji Estate, First Floor,
Guru Ravi Das Marg, Kalkaji
New Delhi-110019
2. Prof. P. Chakrabarti Member
Director,
Motilal Nehru National Institute of Technology Allahabad,
Allahabad – 211004 [INDIA]
3. Mr. Sanjeev Kumar Sharma Member
Director [NITs]
Government of India
Department of Higher Education
Ministry of Human Resource Development
Room No. 326, 'C' Wing, Shastri Bhawan,
New Delhi-110 001
**[Nominee of Additional Secretary (TEL),
Ministry of HRD, New Delhi]**
4. Shri Rajesh Singh Member
Director [Finance]
Integrated Finance Division
Ministry of Human Resource Development
Government of India
Shastri Bhawan,
New Delhi – 110001 [INDIA]
**[Nominee of Joint Secretary and Financial Advisor,
Ministry of HRD, New Delhi]**

5. Col. Sanjiv Banerjee (Retd.)
Registrar
Motilal Nehru National Institute of Technology Allahabad
Allahabad – 211004 [INDIA]

Member Secretary

With the permission of the Chairman, Finance Committee allowed Dr. Sarvesh K. Tiwari, Deputy Registrar [Academic] to attend the meeting to help Registrar in drawing up of minutes of the meeting.

Director (NITs) raised the issue of comments offered by him in respect of 35th FC and 39th BoG. Registrar mentioned that he has incorporated the comments. Director (NITs) pointed out that the following paragraph of the comments have not been included:

"It was also observed by FC/BoG that necessary briefings, related circulars, rules, relevant documents etc are either not produced or produced without its interpretations with agenda items. Due to absence of due diligence, BoG has to devote a lot of time in discussing the agenda items, resulting in wastage of time. Hence, FC/BoG instructed Registrar to present agenda items with associated documents/rules/procedures/guidelines etc and applicability/interpretations of the same with reference to agenda items"

The Chairperson mentioned that above observation was part of the deliberation of the not only last FC/BoG, but of last few meetings. Hence, it should be inserted in minutes of 39th BoG. The Chairman further said that the agenda note be put up with full details and recommendations of the Institute to FC/BoG to facilitate faster decision making.

In case agenda consists of recommendation/report for consideration, the summary note of the same be placed before the Board of Governors for deliberation and facilitating in taking the decision.

Item No. 36.01 : To confirm the minutes of the Thirty-fifth [35th] meeting of the Finance Committee held on 17.06.2015.

Resolution : The Finance Committee confirmed the minutes of its Thirty-fifth meeting held on 17.06.2015 at NIT Transit House, A-1/267, Safdarjung Enclave, New Delhi as circulated, alongwith the observations received by the Ministry of HRD regarding procedure and guidelines to be followed by the Institute for preparation of minutes and its circulation.

The Finance Committee also resolved that the minutes after its approval of the Chairman, be circulated to all the members giving fifteen days to offer comments , if any. If no comments are received within fifteen days, action will be taken as per the decision of the Finance Committee.

The Finance Committee further resolved that minutes be uploaded on the Institute website only after the minutes are confirmed in its next meeting.

Item No. 36.02 : To report the action taken on the decisions taken in the Thirty-fifth [35th] meeting of the Finance Committee held on 17.06.2015.

Resolution : The Finance Committee noted the action taken by the Institute on the decisions taken by the Finance Committee in its Thirty-fifth meeting held on 17.06.2015 as circulated.

Item No. 36.03 : To consider the report and observations of the Committee constituted to scrutinize the charges/counter charges in respect of alleged fraudulent practice committed by M/s Glorich India Pvt. Ltd., New Delhi to pick up the orders for Control Technology Lab and to resolve the issue of payment of ₹ 2,80,65,000/- for supply of the equipment to the said firm.

Resolution : The Finance Committee considered the report and observations of the Committee constituted to scrutinize the charges/counter charges in respect of alleged fraudulent practice committed by M/s Glorich India Pvt. Ltd., New Delhi to pick up the orders for Control Technology Lab and to resolve the issue of payment of ₹ 2,80,65,000/- for supply of the equipment to the said firm and resolved that the Contract may be terminated as per Clause No. 28 of Chapter 02 (two) "Conditions of Contract : (A.) General Conditions of Contract (GCC), Serial No. [VIII] (c) of Format B – Bid proposal sheet of the Tender [No. OT-39/MNNIT/EED/Control Lab Upgradation/2013, dated 12.07.2013 [Complete document of Invitation for Tender/Quotation is placed at ANNEXURE-I], as the Vendor has given incorrect information and false documents in order to get the order.

The Finance Committee also resolved that as the Technical Evaluation Committee(TEC) has failed to ensure the price reasonability and other aspects like *"supplying of similar equipments to reputed Indian organisations, especially NITs/IITs/IIITs/ Central University/ IISERs/CSIR labs etc, during preceding Three years, as on date of signing the bid and checking the facts as per Serial No. 20 and 26 of Compliance Statement for Specific Technical terms & Conditions"*, therefore Charge-Sheet may be served upon members of the TEC.

The Finance Committee further resolved that a counseling of CVO of the Institute may be done by the Director as it appears that he is not clear of his duties and the fact that decisions of Board are binding on entire institution and its staff.

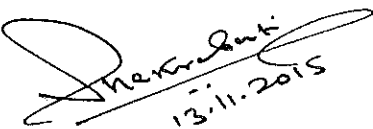


Item No. 36.04 : To consider hike in fee component of students from ₹500/- to ₹ 1000/- per semester under Student Activity Centre (SAC) head.

Resolution : The Finance Committee considered the proposal for hike in fee component of students from ₹ 500/- to ₹ 1000/- per semester under Student Activity Centre (SAC) head and approved the same.

Confidential

The meeting ended with thanks to the Chair.


[P. Chakrabarti]
Director


[Col. Sanjiv Banerjee (Retd)]
Registrar/ Member Secretary

Approved

[Vijay K. Thadani]
Chairman, Board of Governors

निविदा / कोटेशन के लिए आमंत्रण
INVITATION FOR TENDER / QUOTATION

Telephone : 91-532-227+1122, +1123
 Fax : 0532-2545341, 2545822
 GRAM : MNNIT
 Website : http://www.mnnit.ac.in
 Email : fip@mnnit.ac.in



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

दो बोलाखुला प्रणाली TWO BID OPEN TENDER
 "जनयोजन प्रयोगशाला के अद्ययन हेतु" का खराद के लिए
FOR PROCUREMENT OF "Upgradation of Control Lab"

प्रणाली संख्या Tender No.: OT-39/MNNIT/EED/Control Lab Upgradation

Date: 12.07.2013

सेवा मण्डल,

प्रषय: दो बोलाखुला प्रणाली के तहत मुहरबंद प्रणाली के लिए आमंत्रण
 Sub: Invitation of Sealed bids under 'Two-Bid System'.

प्रिय महोदय Dear Sir

प्रदेशक, मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद, प्रेषित प्रणालीओं या उनके अधिकृत भारतीय एजेंट / प्रतिनिधियों से, प्रणाली खराद सामान्य का खराद के लिए प्रणाली दस्तावेज मध्यम रूप से जनयोजन और शर्तों के अनुसार दो बोलाखुला प्रणाली के तहत, मुहरबंद प्रणाली आमंत्रण करते हैं।
 Director, Motilal Nehru National Institute of Technology Allahabad invites sealed tenders, as per 'Two Bid System', from reputed manufacturers or their authorized Indian Agents/representatives, on the terms and conditions as per tender document, for procurement of following item(s):

Sl. No.	Description of Item with Specifications	Quantity
1.	Upgradation of Control Technology Lab [कृपया संलग्नक: A पृष्ठ 18-28/40 पर देखें। Please refer Annexure: A, Page 18-28/40]	As per enclosed list

सभी इच्छुक तथा योग्य/प्रतिभाषकता/बोलाखुला, इस प्रणाली दस्तावेज मध्यम रूप से मापदंड के अनुसार, अपनी सर्वोत्तम प्रस्तावनाओं को प्रस्तुत करने के लिए आमंत्रित हों।

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

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

मुहरबंद प्रणाली नीचे दिए गए पते पर 05 अगस्त, 2013 को 10:30 बजे तक या इससे पहले प्रेषित प्रणाली से प्रस्तुत की जानी चाहिए :

The sealed tenders must be submitted at the address given below, on or before 05 August, 2013 up to 10:30 hours:

संकाय प्रभार (0 य) का कार्यालय
 मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद
 इलाहाबाद - 211004

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

सभी प्रणाली प्रणालीओं को प्रणाली प्रणालीओं/बोलाखुलाओं के उन अधिकृत प्रतिनिधियों के उपस्थित म 05 अगस्त, 2013 को 12:00 बजे खोला जाएगा, जो प्रणाली या मापदंड लक्ष्य तथा अपनी उपस्थित के साथ मापदंड रजिस्टर पर हस्ताक्षर करेंगे।

The received tenders will be opened on 05 August, 2013 at 12:00 hours in the presence of authorized representatives of tenderers/bidders, who choose to attend and shall sign a register evidencing their attendance.

प्रणाली सारांश / TENDER SUMMARY			
Tender Fee: ₹ 1000/-	Earnest Money Deposit (EMD): ₹ 6,50,000/-		
निविदा प्रपत्र विक्रय आरम्भ होने की तिथि / Date of commencement of sale of Tender Document: 12-07-2013			
निविदा प्रपत्र विक्रय बन्द होने की तिथि / Last date of sale of Tender Document: 02-08-2013 को सायं 17.30 बजे तक / upto 17.30 Hrs.			
	दिनांक Date	समय Time	स्थान Venue (at MNNIT Allahabad)
प्री बिड सम्मेलन / Pre-bid conference	23.07.2013	at 12.00 Hrs.	Institute Conference Room
निविदा जमा करने की अंतिम तिथि / Last date of submission of tenders	05.08.2013	upto 10.30 Hrs.	Purchase Office
तकनीकी निविदा (भाग-1) का खोला जाना / Technical Bid (Part-1) Opening	05.08.2013	at 12.00 Hrs.	Institute Conference Room
मूल्य निविदा (भाग-2) का खोला जाना / Price Bid (Part-2) Opening	To be informed later		Institute Conference Room

संकाय प्रभार (0 य) Faculty In-charge (Purchase)
 मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद Motilal Nehru National Institute of Technology Allahabad
 इलाहाबाद - 211 004 Allahabad-211 004

[1/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

Telephone : 91-532-227+1122, +1123
 Fax : 0532-2545341, 2545822
 GRAM : MNNIT
 Website : <http://www.mnnit.ac.in>
 Email : ftp@mnnit.ac.in



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

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

GENERAL INSTRUCTIONS

- निविदा दस्तावेज जग्य अनुभाग, मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान, इलाहाबाद से प्राप्त किए जा सकते हैं तथा वे संस्थान की वेबसाइट www.mnnit.ac.in पर भी उपलब्ध हैं। इच्छुक निविदाकार इसे वेबसाइट से डाउनलोड कर सकते हैं तथा अपने प्रस्ताव ₹ 1000.00 प्रत्येक (रेखांकित डिमाण्ड ड्राफ्ट के रूप में) के निविदा शुल्क के साथ प्रस्तुत करें। अपना प्रस्ताव प्रस्तुत करते समय डिमाण्ड के ऊपरी भाग पर निविदा सं० तथा नियत तिथि लिखें। यदि दस्तावेज आक द्वारा मंगाए जा रहे हैं तो कृपया निम्न बातों का ध्यान रखें:
Tender documents can be bought from the Purchase Section, Motilal Nehru National Institute of Technology and are also available on Institute Website www.mnnit.ac.in. Interested tenderers may download the same from the website and submit their offer along with Tender fee of ₹ 1000.00 each (In the form of Crossed Demand Draft). While submitting your offer mark Tender No., and due date on the envelope. If the documents are requisitioned by post, kindly consider the following points:
 - निविदा दस्तावेज मंगाने के लिए/भेजे जा रहे निवेदन पत्र पर निविदा संख्या लिखा रहे तथा अग्रलिखित निविदा शुल्क ₹ 1000.00 प्रत्येक (निचरी भी राष्ट्रीयकृत बैंक द्वारा जारी रेखांकित डिमाण्ड ड्राफ्ट के रूप में, निदेशक, मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान, इलाहाबाद को पधा में) के साथ संकाय प्रमोरी (वरतु क्रम) मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान, इलाहाबाद-211004 को भेजा जाए।
Request letter shall be sent for requisitioning tender documents indicating tender number together with non-refundable tender fee ₹ 1000.00 each (In the form of Crossed Demand Draft issued by any Nationalized Bank in favour of Director, MNNIT, Allahabad) to the Faculty in-charge (Purchase), MNNIT, Allahabad-211004.
 - जिस डिमाण्ड में इस प्रकार का निवेदन भेजा जा रहा हो उसके ऊपर "निविदा दस्तावेजों के लिए अनुसूच" अंकित होना चाहिए।
The Envelope containing such request shall be marked with 'REQUISITION FOR TENDER DOCUMENTS'.
 - डिमाण्ड ड्राफ्ट दिनांकन की तिथि से पूर्व तिथि का नहीं होना चाहिए।
Demand Draft should not be dated prior to the date of advertisement.
 - प्रत्येक निविदा दस्तावेज के लिए अलग निवेदन पत्र एवं अलग डिमाण्ड ड्राफ्ट भेजा जाए।
Separate request letter and separate Demand Draft shall be sent for each tender document.
 - डिमाण्ड ड्राफ्ट के पीछे निविदाकर्ता का नाम एवं निविदा संख्या दर्ज होनी चाहिए।
Tenderer's name and tender number shall be indicated on the reverse side of the Demand Draft.
- बिना निविदा शुल्क के प्राप्त हुए सूचियों पर विचार नहीं किया जाएगा।
Quotations received without tender fee will not be considered.
- नियत निविदा तिथि बढ़ाए जाने के निवेदन पर कोई विचार नहीं किया जाएगा।
No request for extension of the due tender date will be considered.
- अंतिम समय सीमा से पूर्व प्राप्त निविदाएँ उपस्थिति निविदाकारों/उनके द्वारा प्राधिकृत प्रतिनिधियों की उपस्थिति में उसी दिन नियत समय व स्थान पर खोली जाएगी।
Tenders received before the deadline shall be opened in the presence of attending tenderers/their authorized representatives on the same day at scheduled time and venue.
- ऊपर निर्दिष्ट किसी तिथि को यदि अवकाश घोषित हो जाता है तो संस्थान का अगला कार्य दिवस निविदाओं की प्राप्ति एवं खोलने के लिए नियत तिथि माना जाएगा।
In the event any date indicated above is declared as holiday, the next working day at institute shall be considered as the due date for receiving & opening of tenders.
- विलम्ब/देरी से प्राप्त प्रस्ताव स्वीकार नहीं किए जाएंगे।
Late / Delayed offers will not be accepted.

अति आवश्यक सूचना

VERY IMPORTANT NOTE

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

सुधार/शुद्धिपत्र/संशोधन केवल मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद की वेबसाइट (www.mnnit.ac.in) पर ही उपलब्ध होंगे। मोतीकर्ताओं/निविदाकारों से अनुरोध है कि इस संबंध में नियमित रूप से वेबसाइट देखते रहें, तथा निविदा दस्तावेज के सुधार/शुद्धिपत्र/संशोधन को बिना किसी त्रुटि के नोट करें व उसके अनुसार निविदा जमा करें।
Corrigendum will be posted ONLY on MNNIT Allahabad website (www.mnnit.ac.in). Bidders/Tenderers are requested to visit MNNIT Allahabad website regularly and note the corrigendum / amendments to the tender without fail and submit the offer accordingly.

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

निविदा दस्तावेज जमा करने की अंतिम तिथि के उपरान्त कोई भी अंतरिम सवाल/प्रश्न ग्रहण नहीं किया जाएगा।
After last date of receipt of Tender Documents, no interim query will be entertained.

[2/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

CHAPTER-1

INSTRUCTIONS TO BIDDER/TENDERER (ITB)

1. Eligible Bidders/Tenderers

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

2. Cost of Bidding

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

3. Fraud and corruption:

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

4. Cost of Bidding Documents

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

5. Content of Bidding Documents

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

Chapter 1	:	Instructions to Bidder/Tenderer (ITB)
Chapter 2	:	General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
Chapter 3	:	Specific Technical Conditions (STC), Specifications and Compliance Details
		(a) SPECIFIC TECHNICAL TERMS & CONDITIONS (STC)
		(b) SCOPE OF WORK
		(c) ANNEXURE: A: TECHNICAL SPECIFICATIONS OF WORK
		(d) ANNEXURE: B: COMPLIANCE WITH ANNEXURE: A, as offered by the Bidder
		(e) ANNEXURE: C: BIDDER'S COMPLIANCE STATEMENT FOR STC
Chapter 4	:	Technical bid (Part-1)
		(a) Format – A: Check List for Eligibility Criteria
		(b) Format – B: Bid Proposal Sheet
		(c) Format – C: Bidder's Statement
		(d) Format – D: Bill Of Material (BOM)
		(e) Format – E: Deviation Statement
		(f) Format – F: Manufacturers' Authorization Form (MAF)
		(g) Format – G: Price Reasonability Certificate
		(h) Format – H: Bid Security (BS)/Earnest Money Deposit (EMD) Form
		(i) Format – I: Performance Security Form
		(j) Format – J: Capability Statement Form
		(k) Format – k: Affidavit regarding blacklisting/ non-blacklisting
Chapter 5	:	Price bid (Part-2)
		(a) Annexure D: Price schedule for goods being offered from India
		(b) Annexure E: Price schedule for goods being offered from Abroad

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

6. Clarification of bidding documents

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

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

7. Amendment of Bidding Documents

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

[3/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer



- (ii) In order to allow prospective Bidder/Tenderer's reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes ONLY on the website of MNNIT (<http://www.mnnit.ac.in/tenders.html>).
8. **Language of Bid**
- (i) The bid prepared by the Bidder/Tenderer shall be written in **English language only**.
- (ii) The Supplier shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the Supplier.
9. **Documents Comprising the Bid**
- The bid prepared by the Bidder/Tenderer shall include:
- (i) Bid Security (BS)/Earnest Money Deposit (EMD) and Tender fee, as specified in the Invitation to Bids.
- (ii) Documents establishing goods eligibility & conformity to tender documents, Compliance statements for specifications and STC.
- (iii) Service support details Form; Deviation Statement Form; Performance Statement Form; Manufacturer's Authorization Form etc.
- (iv) All required documentary evidence establishing that the Bidder/Tenderer is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (v) Bid form and applicable Price bid (Part-2).
- For further details, please refer CHAPTER-4 and CHAPTER-5 of tender document.
10. **Bid form and price schedule**
- (i) The Bidder/Tenderer shall complete the 'Bid/Tender Form' and the appropriate 'Price bid (Part-2)', without any alterations to its format and no substitutes shall be accepted.
- (ii) All blank spaces shall be filled in with the information requested.
11. **Bid Prices**
- (i) The Bidder/Tenderer shall indicate on the appropriate Price bid (Part-2), the unit prices and total bid prices of the goods it proposes to Supply, Fixing and installation, Fixing and installation under the contract.
- (ii) Prices indicated on the price-schedule form shall be entered separately in the following manner:
- (a) **For Goods being offered from India**
- i. The price of the goods quoted ex works including taxes already paid.
- ii. VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
- iii. The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the Price bid (Part-2).
- iv. The installation, commissioning, training charges
- v. Non comprehensive AMC (Annual Maintenance contract) charges per annum (optional).
- (b) **For Goods being offered from abroad**
- i. The price of the goods, quoted on FCA (named place delivery abroad) or FOB (named port of shipment), as specified in the Price bid (Part-2).
- ii. The charges for insurance and transportation of the goods to the port/place of destination.
- iii. The agency commission etc., if any.
- iv. The installation, commissioning, training charges
- v. Non comprehensive AMC charges per annum (optional).
- (iii) The terms FOB, FCA, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.
- (iv) Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as **incomplete** and prices quoted by the Bidder/Tenderer shall be fixed during the Bidder/Tenderer's performance of the Contract and not subject to variation on any account.
- (v) All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be **assumed to be included in the prices of other items**. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.
- (vi) The purchases made by the purchaser for scientific purpose are exempt from excise duty and Custom Duty at a concessional rate is leviable.
- (vii) The prices quoted by the Bidder/Tenderer shall be fixed during the Bidder/Tenderer's performance of the contract and not subject to variation on any account.
12. **Bid Currencies**
- Prices shall be quoted in Indian Rupees for offers received for Supply, Fixing and installation within India and in freely convertible foreign currency in case of offers received for Supply, Fixing and installation from foreign countries.
13. **Documents Establishing Bidder/Tenderer's Eligibility and qualifications**
- (i) The Bidder/Tenderer shall furnish, as part of its bid, documents establishing the bidders/tenderers' eligibility to bid and its qualification to perform the contract if its bid is accepted.
- (ii) The documentary evidence of the bidders/tenderers' qualification to perform the contract if the bid is accepted shall establish to the purchaser's satisfaction that;
- (a) The Bidder/Tenderer meets the qualification criteria listed in bidding documents.
- (b) Bidder/Tenderer that doesn't manufacture the goods it offers to Supply, Fixing and installation, Fixing and installation shall submit Manufacturer's Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or Supply, Fixing and installation the goods.
- (c) In case a Bidder/Tenderer not doing business within the purchaser's country, that the Bidder/Tenderer is or will be represented by an agent in the country equipped and able to carry out the Supply, Fixing and installation, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the Supply, Fixing and installation, maintenance, repair obligations etc. during the warranty and post-warranty period.

- (iii) The technical and price bids should be unconditional. Any conditional bids shall stand disqualified
- (iv) automatically and no evaluation of technical or price bid shall be admissible
- (v) All the pages/documents of the Tender should bear the dated signature (in ink) of the bidder/tenderer with stamp of Firm. Any over-writing corrections & cuttings should bear dated initials of the tenderer. Corrections should be made by writing again instead of shaping or over-writing.
- 14. Bid Security (BS)/Earnest Money Deposit (EMD)**
- (i) The Bidder/Tenderer shall furnish, as part of its bid, a Bid Security (BS)/Earnest Money Deposit (EMD) for an amount as specified in the Invitation for Bids. In the case of foreign bidders/tenderers, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders/tenderers; the BS shall be submitted by the manufacturer or their specifically authorized dealer/Bidder/Tenderer.
- (ii) The Bid Security (BS)/Earnest Money Deposit (EMD) is required to protect the Purchaser against the risk of Bidder/Tenderer's conduct, which would warrant the security's forfeiture.
- (iii) The Bid Security (BS)/Earnest Money Deposit (EMD) shall be in Indian Rupees for offers received for Supply, Fixing and Installation within India and denominated in the currency of the bid or in another freely convertible currency in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The Bid Security (BS)/Earnest Money Deposit (EMD) shall be in one of the following forms at the Bidder/Tenderers' option:
- (a) A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid; or
- (b) A Banker's cheque or demand draft in favour of the purchaser.
- (iv) BS must be issued in favour of Director, MNNIT Allahabad and should not be dated prior to the date of advertisement of the concerned tender. The Bid Security (BS)/Earnest Money Deposit (EMD) shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 14(x) are invoked.
- (v) The Bid Security (BS)/Earnest Money Deposit (EMD) should be submitted in its original form. Copies shall not be accepted.
- (vi) Any bid not secured in accordance with above will be rejected by the Purchaser as non-responsive.
- (vii) The Bid Security (BS)/Earnest Money Deposit (EMD) of unsuccessful Bidder/Tenderer will be discharged /returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity or placement of order whichever is later.
- (viii) The successful Bidder/Tenderer's Bid Security (BS)/Earnest Money Deposit (EMD) will be discharged upon the Bidder/Tenderer furnishing the performance security.
- (ix) The firms registered with DGS&D & NSIC, if any, are exempted from payment of BS provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.
- (x) The Bid Security (BS)/Earnest Money Deposit (EMD) may be forfeited:
- (a) If a Bidder/Tenderer withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder/Tenderer on the Bid Form; or
- (b) In case of a successful Bidder/Tenderer, if the Bidder/Tenderer fails to furnish order acceptance within 15 days of the order and/or fails to furnish Performance Security within 21 days from the date of contract/ order.
- 15. Period of Validity of Bids**
- (i) Bids shall remain valid for 120 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be REJECTED by the Purchaser as non-responsive.
- (ii) In exceptional circumstances, the Purchaser may solicit the Bidder/Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The Bid Security (BS)/Earnest Money Deposit (EMD) provided shall also be suitably extended. A Bidder/Tenderer may refuse the request without forfeiting its Bid Security (BS)/Earnest Money Deposit (EMD). A Bidder/Tenderer granting the request will not be required nor permitted to modify its bid.
- (iii) Bid evaluation will be based on the bid prices without taking into consideration the above corrections.
- 16. Format and Signing of Bid**
- (i) The bids MUST be submitted in two parts as specified in the Invitation for Bids.
- (ii) One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price-schedules. The Bidder/Tenderer shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.
- (iii) The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder/Tenderer or a person or persons duly authorized to bind the Bidder/Tenderer to the Contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- (iv) Any interlineations, erasures or overwriting shall be valid ONLY if they are initialed by the persons or persons signing the bid.
- (v) Bids submitted in a single envelope against the requirement of two bid system would NOT be considered for further evaluation.
- (vi) The tender/quotations NOT submitted in the prescribed format or incomplete in any respect will be outrightly REJECTED.
- 17. Submission**
- The Bidders/Tenderers may submit their bids by mail or by hand, at the following address:
 "OFFICE of Faculty In-charge (Purchase),
 Motilal Nehru National Institute of Technology Allahabad, Allahabad-211004 (U.P.) INDIA"
- 18. Sealing and Marking of Bids**

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

I. Part I: TECHNICAL & COMMERCIAL BID

Part – (a) Technical

- (i) This part should contain detailed specifications of the items quoted by you along with technical literature and leaflets if any.
- (ii) A compliance statement showing the compliance of the item quoted by you with that of item tendered by us should be prepared and enclosed to this.
- (iii) Any other information called for in the tender related technical and commercial specifications can also come in this part.

[5/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

- (iv) Prices **SHOULD NOT** be indicated in TECHNICAL BID (Part-1).

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

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

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

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

II. Part II : PRICE BID

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

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

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

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

IMPORTANT NOTE:

- (i) Being a Two-Part Tender, fax quotations will not be accepted.
 (ii) Please ensure your offers are received before due date and time.
 (iii) In case you are going to download the documents from our website (<http://www.mnnit.ac.in/tenders.html>) and submitting the offer, you are requested to submit the DD towards Tender fee in a separate envelope along with a covering letter duly marked on the cover "Tender fee for Tender No.".
19. **Deadline for Submission of Bids**
- (i) Bids must be received by the Purchaser at the address specified in Invitation for bids no later than the time and date specified therein. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.
 (ii) The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders/Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.
20. **Late Bids**
- (i) Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.
 (ii) Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders/tenderers in their original envelope without opening.

[6/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

21. Opening of Bids by the Purchaser

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

22. Confidentiality

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

23. Clarification of Bids

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

24. (A.) Preliminary Examination

- (i) The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 9 have been provided, and to determine the completeness of each document submitted.
- (ii) The Purchaser will examine the technical bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The purchaser may discuss the technical bid with the bidders/tenderers, if required who may modify their bids to suit the requirement. Those whose technical specification does not reach the threshold level of acceptability will be rejected as technically unsuitable. The bidders/tenderers who finally emerge as technically acceptable will be allowed to withdraw their price bids and send again a revised bid in a sealed envelope or to adhere to the original price bid sent. These price bids will be opened, evaluated and the contract awarded to the lowest evaluated Bidder/Tenderer.
- (iii) Undertaking for subsequent submission of any of the above documents will NOT be entertained under any circumstances.
- (iv) Bid should be COMPLETE and covering the entire scope of job / supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues / literatures wherever required. INCOMPLETE AND NON-CONFORMING BID WILL BE REJECTED OUTRIGHT.
- (v) All pages of bid document, including duly filled in annexure or any other enclosure, **must be signed by the bidder or his authorized representative**, as a token of acceptance of all the terms and conditions contained therein.
- (vi) The Purchaser will examine the technical bids to determine whether
 - (a) They are complete,
 - (b) Required sureties have been furnished,
 - (c) The documents have been properly signed, and
 - (d) The bids are generally in order.
- (vii) The bidders/tenderers who finally emerge as technically acceptable RESPONSIVE BIDDERS will be considered for opening of PRICE BID (Part-2) and will be intimated for the same THROUGH institute's website <http://mnnit.ac.in/tenders.html>

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

(B.) REJECTION CRITERIA

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

Offers of following kinds will also be SUMMARILY REJECTED:

- i) Bids of the bidders not fulfilling the eligibility/ pre-qualification conditions given in tender document.
- ii) Bids received without Tender Fees, in case of downloaded tender form.
- iii) Bids received without EMD/Bid Security, duly considering the exemptions offered in Clause 14(ix) of CHAPTER-1: ITB of tender document.
- iv) Bids not submitted in "Two-Bid System". Please refer Clause 18 of CHAPTER-1: ITB of tender document for sealing and marking of bids.
- v) Telex / Telegraphic / Fax / e-Mail / Xerox / Photo copy offers of bids.
- vi) Bids having scanned signature.
- vii) Original bids which are not signed manually with seal.
- viii) If all pages of bid document, including duly filled in annexure or any other enclosure, are NOT SIGNED WITH SEAL by the bidder or his authorized representative.
- ix) Offers which do not confirm unconditional validity of the bid for 120 days from the date of opening of technical bid (Part-1).
- x) Bids which do not conform to MNNIT's price bid format, as given in **CHAPTER-5: PRICE SCHEDULE FORM** of tender document. (VERY IMPORTANT).

25. Responsiveness of Bids

- (i) Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the

[7/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer



bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder/Tenderer's obligations under the Contract; or
 - (c) if rectified, would unfairly affect the competitive position of other bidders/tenderers presenting substantially responsive bids.
- (ii) The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- (iii) If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder/Tenderer by correction of the material deviation, reservation or omission.

26. Non-Conformity, Error and Omission

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

27. Examination of Terms & Conditions, Technical Evaluation

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

28. Conversion to Single Currency

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

29. Evaluation and comparison of bids

- (i) The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- (ii) To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.
- (iii) The bids shall be evaluated on the following basis which shall be arrived as under:
 - For goods being offered from India,**
 - a. The price of the goods quoted ex-works.
 - b. VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
 - c. Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
 - d. The installation, commissioning, training charges.
 - e. Non comprehensive AMC charges per annum for a period of 05 years (optional).
 - For goods being offered from Abroad**
 - a. The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the Price bid (Part-2).
 - b. The agency commission etc., if any.
 - c. The installation, commissioning, training charges
 - d. Non comprehensive AMC charges per annum for a period of 05 years (optional).
- (iv) The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and FOB/FCA basis respectively including the transportation, insurance, installation, commissioning and training charges.

Note: Where there is no mention of packing, forwarding, freight, transportation, insurance charges, taxes etc. such offers shall be REJECTED as incomplete.
- (v) The insurance and freight charges being obtained by the Bidder/Tenderer is purely for the purpose of academic interest only.

30. Contacting the Purchaser

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

{ 8/40 }

Signature (in ink, with date) and Seal of Bidder/Tenderer

31. Post qualification

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

32. Negotiations

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

33. Award Criteria

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

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

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

35. Notification of Award

- (i) Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder/Tenderer in writing by registered letter or by cable or telex or fax or e-mail that the bid has been accepted by way of a purchase order/contract.
- (ii) Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- (iii) Upon the successful Bidder/Tenderer's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 37, the Purchaser will promptly notify each unsuccessful Bidder/Tenderer and will discharge its Bid Security (BS)/Earnest Money Deposit (EMD).

36. Signing of Contract / Order Acceptance

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

37. Performance Security (PS)

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

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

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

39. Pre bid conference

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

[9/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer



CHAPTER-2
CONDITIONS OF CONTRACT

(A.) GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

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

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

2. Contract Documents

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

3. Fraud and corruption:

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

4. Joint Venture, Consortium or Association

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

5. Scope of Supply, Fixing and installation

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

6. Suppliers' Responsibilities

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

7. Contract price

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

8. Copy Right

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

9. Application

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

10. Standards

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

[10/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer



11. Use of Contract Documents and Information

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

12. Patent Indemnity

- (i) The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 12(ii), indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other Intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - (a) the installation of the Goods by the Supplier or the use of the Goods in India;
 - (b) the sale in any country of the products produced by the Goods.
- (ii) If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

13. Performance Security (PS)

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

14. Inspections and Tests

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

15. Packing

- (i) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Price bid (Part-2)/Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- (ii) The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

16. Delivery and Documents

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

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

[11/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

17. Insurance

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

18. Transportation

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

19. Incidental Services

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

20. Spare Parts

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

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

21. Warranty

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

22. Terms of Payment

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

23. Change Orders and Contract Amendments.

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

[12/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

- (ii) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.
- (iii) No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.
- 24. Assignment**
The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 25. Subcontracts**
The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.
- 26. Extension of time**
- (i) Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified in the contract.
- (ii) If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- (iii) Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.
- 27. Penalty clause**
Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.5 percent of the delivered Contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10 Percent of the Contract value. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. Further if the product supplied is not per as sample/specifications mentioned in the order/tender, the purchase is free to repudiate the contract and impose any penalty to be decided by it, up to the extent of any loss due to the dissimilarity of the product and remedying the defects therein.
- 28. Termination for Default**
- (i) The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part
- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.
- (ii) In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:
- (a) the Performance Security is to be forfeited;
- (b) the purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- (c) however, the supplier shall continue to perform the contract to the extent not terminated.
- 29. Force Majeure**
- (i) Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (ii) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (iii) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iv) If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.
- 30. Termination for Convenience**
The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 31. Settlement of Disputes**
- (i) The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- (ii) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in

[13/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

(iii) The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director MNNIT Allahabad and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(iv) The venue of the arbitration shall be the place from where the purchase order/contract is issued.

(v) Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; (b) the Purchaser shall pay the Supplier any monies due the Supplier.

32. Governing Language

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

33. Applicable Law

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

34. Notices

(i) Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address specified in the SCC.

(ii) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

35. Taxes and Duties

(i) For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

(ii) For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

(iii) If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

36. Right to use Defective Goods

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

37. Protection against Damage

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

(a) Voltage 230 volts – Single phase/ 415 V 3 phase ($\pm 10\%$)

(b) Frequency 50 Hz. ($\pm 10\%$)

38. Site preparation and installation

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

(B.) SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

[14/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

	<p>(g) Inspection certificate issued by purchaser's inspector, if any and</p> <p>(h) Any other document(s) as and when required in terms of the contract.</p> <p>Note:</p> <ol style="list-style-type: none"> The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s) The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses <p>(ii) For Goods being offered from abroad</p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also Supply, Fixing and Installation following documents by Registered Post/ courier and copies thereof by FAX.</p> <ol style="list-style-type: none"> Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.; Packing list; Certificate of country of origin; Manufacturer's guarantee and Inspection certificate; Inspection certificate issued by the Purchaser's Inspector. Insurance Certificate, if required under the contract; Name of the Vessel/Carrier; Bill of Lading/Airway Bill; Port of Loading; Date of Shipment; Port of Discharge & expected date of arrival of goods and Any other document(s) as and when required in terms of the contract. <p>Note:</p> <ol style="list-style-type: none"> The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s) The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses <p>CUSTOM CLEARANCE: After arrival of the goods at New Delhi Airport, Indian agent or Indian subsidiary of the principal firm is solely responsible for getting the material clearance from customs. Institute will provide all custom documents for custom clearance on the demand of agent. Transportation from <u>New Delhi to MNNIT Allahabad</u> is also the responsibility of authorized agent. All charges/ expenses incurred in this process will be reimbursed to firm after submitting the bill along with documentary proof in original.</p> <p>Please note that the freight forwarder or clearing agent should be approved from IATA .NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLERANCE/ FREIGHT / INSURANCE ETC. The certificate to this effect will also be provided that the rates charged are as per IATA ,FIATA and does not contain any item other than ordered by the Institute.</p>
GCC 16.3	In case of supplies from within India, the mode of transportation shall be by Rail/Road. In case of supplies from abroad, the mode of transportation shall be by Air.
GCC 17.1	The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.
GCC 21.3	The warranty shall remain valid for 12 months from the date of acceptance at final destination.
GCC 22.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods and services offered from abroad:</p> <p>Payment of foreign currency portion shall normally be made in the currency of contract in the following manner:</p> <ol style="list-style-type: none"> On Shipment: Ninety (90) percent of the Contract Price of the Goods shipped shall be paid through Irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 16(j). On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation & commissioning (as per ATP) upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security, if any. <p>The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. All bank charges in India to the account of the opener and all bank charges outside India to the account of the beneficiary. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable, if any to the Indian agent from the FOB/FCA value.</p> <p>Payment for Goods and Services offered from India:</p> <p>Payment for Goods and Services supplied from within India shall normally be made in Indian Rupees, as follows:</p> <ol style="list-style-type: none"> On shipment: Ninety (90) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 16(i). On Acceptance: The remaining ten (10) percent of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security, if any.
GCC 34.1	The place of jurisdiction is Allahabad, India

[15/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

CHAPTER-3
SPECIFIC TECHNICAL TERMS & CONDITIONS (STC),
SPECIFICATIONS & COMPLIANCE DETAILS

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

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

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

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

[16/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

22. The bidder/tenderer should be either a manufacturer or authorized agent of the foreign/Indian manufacturer. In latter case please enclose the authorization certificate.
23. The 'manufacture's authorization from (MAF)' each of the product quoted should be submitted in the enclosed format.
24. The principal vendor should have local offices in India.
25. The principal of the bidder/tenderer should have a 24 x 7 technical assistance center in India and the bidder must have service centers of their own in northern India with engineers qualified to handle the repair & maintenance work.
26. The bidder/tenderer must have supplied the quoted model to the institutions of repute respectively NITs/IITs/IIITs/Central Universities/ISERs/CSIR laboratories etc. and must have conducted a demo at these places.
27. The principal of the bidder/tenderer should have annual average turnover, for last three financial years, of at least 8.00 Crore and should have at least 5 logistics support centers in India, to service/replace the faulty equipment within a time frame of 48 hours. The principal vendor should also have the valid sales tax registration number for the logistic support center in India for spare and replenishment.
28. To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
29. To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
 - 1.1. A detailed description of the essential technical and performance characteristics of the goods;
 - 1.2. A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced-bid ; and
 - 1.3. An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions, in the format enclosed as 'deviation statement form' to the provisions of the Technical Specifications.
30. For purposes of the commentary to be furnished pursuant to above, the Bidder/Tenderer shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder/Tenderer may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
31. Bidder/Tenderer should also provide the specimen and other material needed for training and demonstration of the system.
32. Compliance to above Specific Technical Conditions, given as Annexure: C, will be considered for overall evaluation of the bid and non-compliance of any of the above technical terms & conditions/specifications may turn into rejection.

(B.) SCOPE OF WORK

The work includes the following:

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

Place:

Date:

Signature and seal of the Manufacturer/Bidder

[17/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer



ANNEXURE: A
TECHNICAL SPECIFICATIONS OF CONTROL LAB UPGRADATION

Name of Item: Control Technology Lab

Scope of work: Up gradation of Control Technology Lab as per the Technical Specifications.

Sr. NO.	Particulars	Qty.
1	Main Unit Interface with virtual Instruments	10
2	Experimenters	20
3	Measurement accessories, shunts and connection cables	10
4	Course - Practical Introduction to closed loop control	3
	Compact level control kit including vessel, tank, pump and sensors with accessories and cables	1
5	Course - Control technology: Analysis of control loops	3
6	Course - Control technology: Controller design & optimization	3
7	Course - Control technology: Servo motor technology	1
8	Applied Automatic Control Technology Compact level control kit including vessel, tank, pump and sensors , Auxiliary tank level monitoring with Universal digital controller (microcontroller)and Set of overlay masks for universal digital controller	1
9	Software for Managing Classroom - Single license	License Per Server -1

The Institute shall provide the following in the Laboratory in adequate number:

- a. Personal computer with Windows 2000/XP/Vista
- b. CD-ROM drive for installation of software
- c. USB port for Interface

Desired TECHNICAL SPECIFICATIONS:

1. A computer-based training and experimentation system for the laboratory is required for basic and advanced electrical engineering . Its multimedia courses should be capable of combining and hands-on training units into a comprehensive unified concept, specifically enabling students to acquire skills in the handling of equipment. Starting with basic courses and advancing to cover a variety of electrical engineering topics.
2. The system should be completely self-contained.
3. The software should be open experiment platform that can access to the multimedia courses and control of virtual instruments and experiment hardware.
4. The courses should teach the theoretical building blocks and provide experiments to be carried out using the course-specific experiment hardware.

Basic equipment set for the Training system Hardware, consisting of:

1. Interface Unit with virtual instruments :

The Unit Interface should be the central unit of the Unit desktop lab. It should incorporate all inputs and outputs, switches, power and signal sources and measurement circuitry needed to perform a experiments.

a. Equipments should have :

- 1) 32-bit processor with storage memory for measurements
- 2) USB interfaces, transfer rate with 12 Mbits/s or better .
- 3) Simultaneous connection of any number of Experimenters via Unit bus
- 4) Analog output, +/- 10 V, 0.2 A, DC – 1 MHz, via BNC and 2-mm sockets
- 5) 2 Analog differential amplifier inputs with 4 MHz bandwidth, safe for voltages up to 100 V, sampling rate 40 megasamples, 9 measuring ranges, memory depth 2 x 32 k, inputs via BNC or 2-mm socket
- 6) 16-bit digital signal output, of which 8 bits are accessed via 2-mm sockets, TTL / CMOS, clock frequency 0 – 100 kHz, electric strength +/- 15 V
- 7) 16-bit digital signal input, of which 8 bits are accessed via 2-mm sockets, memory depth 16 bit x 2 k, TTL / CMOS, sampling rate 0 – 100 kHz, electric strength +/- 15 V,
- 8) 8 Relays 24V DC / 1 A, of which 4 are accessed via 2-mm sockets
- 9) Power supply with wide range input 100-250 V, 50-60 Hz, outputs 2 x +/- 15 V/0.4 A; 2 x 5 V/1A

b. Virtual instruments (meters and sources):

- 1) 2 x Voltmeter VI, 2 x Ammeter VI: AC, DC, 9 ranges 100mV to 50V, true RMS, AV x VI with 8 relays, 1 x Multimeter VI: Metrahit multimeter display (optional) in Software
- 2) 1 Dual-channel oscilloscope: band width 4MHz, 22 time ranges, 9 ranges 20 mV/div to 10 V/div, trigger and pre-trigger, XY and XT modes
- 3) 1 x Adjustable DC voltage VI 0 - 10 V
- 4) 1 x Function generator VI: 0.5 Hz - 1MHz, 0 - 10 V, sine, square, triangular,
- 5) 1 x Arbitrary generator VI, 1 x Pulse generator VI
- 6) 1 x VI with 16 digital outputs, 1 x VI with 16 x digital inputs, 1 x VI with 16 digital input/outputs. Display modes: binary, hex, decimal and octal numerals
- 7) 1 x Three-phase power supply VI 0 - 150 Hz, 0 - 14 Vrms, 2 A
- 8) 1 x Adjustable DC power supply VI 3 x (-20 V - +20 V), 2 A
- 9) 1 x Three-phase power supply VI with additional phase-shift and clock rate adjustment

It should have:

- 1) Interface
- 2) Power supply
- 3) Mains lead

[18/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

- 4) USB cable
- 5) CD with basic software
- 6) Operating manual

2. Unit Experimenter:

Unit Experimenter for coupling to the Unit Interface or to other Experimenter modules

a) Equipment:

- 1) Connects to the Unit Interface and additional Experimenters via Unit bus
- 2) Unit bus connection for experiment cards
- 3) Direct connection to the standard Unit power supply for use without an Unit Interface
- 4) Fixed and variable voltages available via 9 2-mm sockets
- 5) Accommodates Unit experiment cards
- 6) Accommodates a breadboard for experimenting with discrete components and integrated circuits
- 7) Accommodates a multimeter using IrDa interface

3. Unit Measurement accessories, shunts and connection cables

Shunt resistors on a PCB, for current measurement using the analog inputs of the Unit system.

- 1) Shunt resistors
- 2) Screen print of symbols for identifying resistors, the voltage taps and current inputs
- 3) 24 x 2-mm sockets
- 4) Set of connection
- 5) Plug spacing

4. Measuring Instruments and Accessories:

The tenderer is required to supply all the accessories required to perform the experiments. The training system shall be delivered with ALL required measurements, included but not limited to:

Training courses:

Multimedia courses should be available in the system in the areas of electrical engineering Control Technology. Each of the courses should consist of the training program, specific circuitry on one or more experiment cards and should have a browser (Software) for the control, management and display of the training course. The courses should convey practical skills by providing a theoretical basis then guiding students through numerous experimental measurements. Experiment cards should be linked to the Interface and the training program via Experimenters. With the help of virtual instruments and power sources included with the system, circuits may be analysed and results of measurements stored directly within the training program.

Hardware

1. Experiment cards should have specific circuits and components allowing the measurements in the course to be made as well as permitting unguided experimentation. They can be in 19" or higher Europa-card.
2. It should have a simple set-up: to insert into the Experimenter
3. Experiment cards should be connected to the system via Unit bus
4. It should be modifiable, open experiment set-up on experiment cards allowing experiments to be started quickly
5. Points for measurement should be made available sockets
6. It should have a Systematic fault simulation having the facility for the faults to be switched on and off by relays via the Unit bus
7. It should have Industry-standard circuits and should be highly relevant to modern practice

Software:

1. It should be Interactive and should have a HTML-based multimedia courses to provide theoretical knowledge and practical skills
2. It should have Theory, experimental procedure, evaluation, fault simulation and sample solutions
3. It should have Animations, graphics and images to explain theory and experiment set-ups
4. All courses should have the facility to be edited using an HTML editor
5. The Software should have browser with menu, and navigation and display windows for display and conduct of all Unit courses
6. The Virtual instruments should be made available for real-time measurement or for generating output signals.
7. It should have Navigation to any point within the course
8. It should have User-specific documentation, evaluation and storage of experimental results
9. There should be Management of courses, users and user groups
10. It should offer Optional integration of circuit simulator, course editor, etc. into the menu structure.
11. It should have the facility of Self-designed courses may be integrated and displayed

Desired Lab Experiments:

(1) Closed-loop control technology

Preamble: In the age of automation, closed-loop control technology is of supreme importance for modern, technical systems and we require the latest and the most modernized system. Using the training system for closed-loop control technology the student can obtain graphic and authentic training in the fundamentals and advanced topics of control engineering. This system utilizes state-of-the-art training equipment like digital controllers and multimedia systems to provide all the technical know-how and hands-on skill the student requires.

The Experiment on control technology will employ a large number of experiments and animations to give an introduction to control technology. This will help students become familiar with the components and various control loops along with their typical response and behavior. Many experiments study controlled systems, determination of step responses and the optimization of control loops. Real experiments will provide training in the use of important aids such as Bode plots and locus diagrams.

The Intended Experiments and the Topics to be covered should be

1A-Control Technology: A setup for Practical Introduction to closed-loop control

- Getting to know the operating principles of open-loop and closed-loop control
- Getting to know how to set up and operate continuous and discontinuous controllers

[19/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer



- Automatic temperature control of a sauna with the aid of a two-position controller
- Recording the controlled system characteristic
- Investigating the disturbance response of the automatic temperature control
- Using instrumentation to investigate control loops with continuous controllers
- Setting up of an automatic speed control of an electrical drive with continuous controllers
- Experiment-based investigation of the control response of various continuous controllers
- Setting and optimising the parameters of the control loop
- Setting up an automatic light control for room illumination
- Investigating the setpoint and disturbance response of the control loop
- Measuring the dynamic response of control loops: Recording step responses
- Investigating a closed control loop
- Setting up a liquid level and flow-rate control: regulating the liquid level of a tank system
- Comparing the control responses using the 2-position controller and the PI controller
- setting up of a combined liquid level, flow-rate control system

(1B) Setup for Automation and control components and circuits course

Including:

- Experiment card emulating closed control loops with various transmission circuits and a summing point for switching in disturbance variables
- Experiment card with P, I and D-action controllers that can be combined and configured
- Experiment card with 2 and 3 point controllers and adjustable switching hysteresis
- CD-ROM with browser and course software

Desired Course contents:

- Introduction to the effective principles over open and closed-loop control
- Introduction to the design and function of continuous and non-continuous controllers
- Investigation by measurement of closed control loop elements
- Measurement of dynamic response of closed control loop elements
- Analysis of continuous controllers (P, I, PI, PD, and PID controllers) by measurement
- Analysis by measurement of non-continuous controllers (two and three-position controllers)
- Investigation of a closed control loop
- Investigation of reference and disturbance responses of a control loop in the time domain
- Determining quality criteria for a closed control loop
- Investigation of the frequency response of control loop elements
- Determining the frequency response of a controlled system or a control loop according to Ziegler-Nichols or Chien-Hrones-Reswick
- Design of PID-action controllers in the frequency domain
- Stability analysis for closed control loops according to Nyquist
- Investigation by measurement of automatic control using two and three-position controllers

(1C) Desired Setup for Temperature, speed and lighting control course

Including:

- Experiment card with temperature, speed and light-controlled loops and input for activating disturbance variable
- CD-ROM with browser and course software

Desired Course contents:

- Setting up and putting into operation a speed controlled system with PID controller
- Setting up and putting into operation a temperature controlled system with two and three position controllers
- Setting up and putting into operation a light controlled system with PID controller
- Determining the characteristic parameters for the loop
- Recording the step response of the controlled system
- Investigation of reference and disturbance response of control loops with various continuous and non-continuous controllers by measurement
- Design and optimisation of PID-action controllers in time and frequency domains
- Introduction and application of various configuration guidelines for optimisation of control loops (Chien-Hrones-Reswick and Ziegler-Nichols)
- Stability analysis of a control loop in the frequency domain
- Assessment of the control quality and optimisation of the control loop

Courses must consist of an interactive training program and corresponding experiment equipment.

(2)Control technology: Analysis of control loops

Including:

- 1 Experiment card emulating closed control loops with various transmission circuits and a summing point for switching in disturbance variables
- 1 Experiment card with P, I and D-action controllers that can be combined and configured
- 1 Experiment card with 2 and 3 point controllers and adjustable switching hysteresis
- CD-ROM with browser and course software

Course contents:

- Introduction to the effective principles over open and closed-loop control
- Introduction to the design and function of continuous and non-continuous controllers
- Investigation by measurement of closed control loop elements
- Measurement of dynamic response of closed control loop elements

[20/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

- Analysis of continuous controllers (P, I, PI, PD, and PID controllers) by measurement
- Analysis by measurement of non-continuous controllers (two and three-position controllers)
- Investigation of a closed control loop
- Investigation of reference and disturbance responses of a control loop in the time domain
- Determining quality criteria for a closed control loop
- Investigation of the frequency response of control loop elements
- Determining the frequency response of a controlled system or a control loop according to Ziegler-Nichols or Chien-Hrones-Reswick
- Design of PID-action controllers in the frequency domain
- Stability analysis for closed control loops according to Nyquist
- Investigation by measurement of automatic control using two and three-position controllers

(3) Control technology: Controller design & optimization

Includes:

- 1 Experiment card with temperature, speed and light-controlled loops and input for activating disturbance variable
- CD-ROM with Supplied generic Software browser and course software

Course contents:

- Setting up and putting into operation of a speed controlled system with PID controller
- Setting up and putting into operation of temperature controlled system with two and three- position controllers
- Setting up and putting into operation of a light controlled system with PID controller
- Determining the characteristic parameters for the loop
- Recording the step response of the controlled system
- Investigation of reference and disturbance response of control loops with various continuous and non-continuous controllers
- Design and optimisation of PID-action controllers in time and frequency domains
- Introduction and application of various configuration guidelines for optimisation of control loops

(4) Level control kit including vessel, tank, pump and sensors

The filling level measurement training system is intended for experiments in automatic control technology that are both educational and based on practice. Liquid level and flow should both be measured with one instrument.

Since the controlled variable, the height of liquid in the vessel is clearly visible, it makes the experiment easy to observe and makes for a good introduction to automatic control technology. The compact educational apparatus should include the vessel to be filled, a pressure transducer to determine the current filling height and a separate reservoir and pump.

So that the pump achieves constant pumping power, a secondary control loop with a flow rate meter which can shut off the system as necessary is to be integrated into the set-up. Disturbance variables can be simulated by means of adjustable throttle valves that alter the flow rate to and from the vessel. Quick-release plugs should be provided for connecting an optional second vessel in order to create a second order controlled system.

- Secondary flow-rate control loop
- Integrated power amplifier
- Transparent vessel for observing the height of liquid
- A second vessel can be connected via quick-release plugs to make a second order control system.
- Disturbance variables can be simulated by means of adjustable throttle valves
- Measurement site for pressure sensor in the vessel
- Pressure sensor to measure height of liquid complete with immersible tube
- Output voltage: 0 - 10V
- Calibration of zero point and gain
- Additional emergency overflow outlet
- Reservoir for liquid

[21/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer



Compact level control kit including vessel, tank, pump and sensors covers

(4A) Automatic liquid-level control

- Set-up, operation and optimisation of an automatic liquid-level control with variable controlled system characteristics.
- PI and PID controller in a closed-loop control system of the first and higher orders

(4B) Automatic flow-rate control

- Set-up, operation and optimisation of an automatic flow-rate control with variable controlled system characteristics
- Operating principle, response and application of flow-rate measurement
- Investigating automatic flow-rate control with PI or PID controller and system response to disturbance and reference variable step changes

Course Contents:-

- Procedures of liquid filling level measurement
- Sensor characteristics and calibration
- Filtering of measurement variables
- Parameters of controlled systems without compensation
- Characteristics of two-position controllers with and without hysteresis
- Closed-loop control with discontinuous controllers (two-position controllers)
- Design and operation of P-action and PI-action controllers
- Design of PID-controllers for controlled systems with and without self regulation
- Automatic level control with P-action and PI-action controllers
- Structure of closed control loops, assessment of responses to setpoint changes and disturbance variables
- Process of flow-rate measurement
- Automatic flow-rate control with PI-controllers
- Design and operation of secondary control loops
- Liquid level and flow-rate control with a secondary (cascade) controller

Experiments / Courses should consist of an interactive training program and corresponding experiment equipment

(4C) Introduction to closed-loop control course

Includes:

- Experiment card with temperature, speed and light-controlled loops and input for activating disturbance
- Experiment card with P, I and D-action controllers that can be combined and configured
- Experiment card with 2 and 3 point controllers and adjustable switching hysteresis
- CD-ROM with browser and course software

Course contents:

- Getting to know the operating principles of open-loop and closed-loop control
- Getting to know how to set up and operate continuous and discontinuous controllers
- Automatic temperature control of a sauna with the aid of a two-position controller
- Recording the controlled system characteristic
- Investigating the disturbance response of the automatic temperature control
- Using instrumentation to investigate control loops with continuous controllers
- Setting up of an automatic speed control of an electrical drive with continuous controllers
- Experiment-based investigation of the control response of various continuous controllers
- Setting and optimising the parameters of the control loop
- Setting up an automatic light control for room illumination
- Investigating the set point and disturbance response of the control loop
- Measuring the dynamic response of control loops: Recording step responses
- Investigating a closed control loop
- Setting up a liquid level and flow-rate control: regulating the liquid level of a tank system
- Comparing the control responses using the 2-position controller and the PI controller
- Setting up of a combined liquid level, flow-rate control system

The system should have the following virtual instruments to run the experiments.

- Plotter for timing diagrams
- Step response plotter
- Reference and disturbance variable editor
- Lag element
- Bode plotter
- Locus diagram plotter

(5) Control technology: Servo motor technology

Course Contents:-

- Analysis of the open-loop and closed-loop response
- Relationships of a DC servo motor
- Automatic angular and speed control
- Detection of position and speed of the DC servo by means of incremental encoder
- Determination of control characteristic, dead time,
- Transient response, error signal and control oscillation
- Recording step response
- Determining time constants
- Operation using various controller types
- Exploring the servo drive's response to load variations

Applied Automatic Control Technology :-

[22/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer



Using the training system for closed-loop control technology the student can obtain graphic and authentic training in the fundamentals and advanced topics of control engineering. This system utilizes state-of-the-art training equipment like digital controllers and multimedia systems to provide all the technical know-how and hands-on skill the student requires.

Description of the training panel system with photorealistic colour printing

The training panels should be thick and should be compressed having laminated sheets coated on both sides with highly resistant melamine resin. To reduce the potential for injury, the front panel corners should be rounded edges. The component symbols or circuit diagrams should be screen printed in accordance with the latest DIN guidelines on the front panels, and where necessary enhanced with contrast-rich UV colour. When possible and expedient the front panel should be supplemented by colour graphics or photos. The UV colour print should also be fade-resistant even when exposed to the sun's rays. The electrical connections should get terminated at 4-mm safety sockets. The rear side is protected against physical contact with a removable cover.

For didactic reasons facilitating design and clarity the power supply bus should be located at the upper and lower panel edges and features colours in accordance.

The training panels can be inserted into special experiment panel frames without having to use a tool. Alternatively, there should be always the option of setting up any experiment panel with desktop case directly on the table or inside a carrying case.

Closed-loop liquid level control/ flow-rate control

"Closed-loop liquid level control" is a practice-oriented experiment set in applied control technology designed especially for didactic purposes. Due to immediate, visible nature of the controlled variable, i.e. "the level of the liquid", liquid level control is an extremely graphic experiment and is thus particularly well suited for an introduction into automatic control technology. The controlled system or liquid level basin is characterized by the fact that it has a medium response time. Thus experiments can be performed rapidly and the student can simultaneously monitor how the experiment is proceeding. The experiments focus on determining the most important parameters of controlled systems with compensation and the set-up and optimisation of control loops with continuous and discontinuous controllers. The liquid level basin has a plain form on which the foils can be attached to facilitate the marking of the liquid level as a function of time. The character of the controlled system can be modified by using various sliding partitions (delays of the 1st and 2nd order). 4 different outlet drains can be set on the filling basin and the inlet can be set as desired either using an ascending pipe or versus the filling pressure. Because of its modular design, the training system can, with the corresponding supplements, also be used for automatic flow-rate control and to explore measuring techniques.

Automatic liquid-level control

- Set-up, putting into operation and optimising an automatic liquid-level control with variable controlled system characteristics
- Two-position controller in an integral-action controlled system of a higher order
- Two-position controller with delayed feedback in a closed-loop liquid level control system
- Two-position controller with float switch
- PI and PID controller in a closed-loop control system of the first and higher orders
- Automatic liquid level control with disturbance variable forward feed and precontrol

Automatic flow-rate control

- Set-up, putting into operation and optimising an automatic flow-rate control with variable controlled system characteristics
- Operating principle, response and application of flow-rate measurement
- Investigating automatic flow-rate control with PI or PID controller and system response to disturbance and reference variable step changes
- Operating principle and use of step controllers and closed-loop flow-rate control with step controllers

Basic equipment set, consisting of:

Level control kit including vessel, tank, pump and sensors

The filling level measurement training system is intended for experiments in automatic control technology that are both educational and based on practice. Liquid level and flow should both be measured with one instrument.

Since the controlled variable, the height of liquid in the vessel is clearly visible, it makes the experiment easy to observe and makes for a good introduction to automatic control technology. The compact educational apparatus should include the vessel to be filled, a pressure transducer to determine the current filling height and a separate reservoir and pump.

So that the pump achieves constant pumping power, a secondary control loop with a flow rate meter which can shut off the system as necessary is to be integrated into the set-up. Disturbance variables can be simulated by means of adjustable throttle valves that alter the flow rate to and from the vessel. Quick-release plugs should be provided for connecting an optional second vessel in order to create a second order controlled system.

- Secondary flow-rate control loop
- Integrated power amplifier
- Transparent vessel for observing the height of liquid
- A second vessel can be connected via quick-release plugs to make a second order control system.
- Disturbance variables can be simulated by means of adjustable throttle valves
- Measurement site for pressure sensor in the vessel
- Pressure sensor to measure height of liquid complete with immersible tube
- Output voltage: 0 - 10V
- Calibration of zero point and gain
- Additional emergency overflow outlet

[23/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

- Reservoir for liquid

It should include:

Universal digital microcontroller control unit

- Serial interface (RS232) for connection to PC
- All types of control: two-position, three-position, P, I, D, PID, PI
- Two-independent closed-loop controllers to be used individually or in cascade
- Backlit LC display with graphic capability 128 x 64 pixels for menus or visualisation
- Seven or more softkeys for controls, parameter setting or calibration
- High performance 32-bit processor with updateable firmware
- 4 analog inputs with adjustable measurement range: +/-10V, +/-5V, +/-2.5V
- 4 analog outputs up to maximum +/-10V
- 2 digital inputs and 2 digital outputs
- All inputs and outputs via 4mm safety sockets
- Two potentiometers to set programmable reference voltages
- Voltage supply: +/-15V DC
- Training panel design

Set of overlays for universal digital controller

9 overlays representing various different closed-loop control configurations:

- Two-position controller
- PID controller
- 4Q drive controller
- Two position controller, unilateral feedback
- Two position controller, elastic feedback
- Two position controller, bilateral feedback
- Three-position controller, unilateral feedback
- Three-position controller, elastic feedback
- Three-position controller, bilateral feedback

Software:

Software two position control

This program should be used for examining the response of a two-position controller in conjunction with the universal digital controller. The actual control operation should be performed autonomously by the controller (not by the PC) so that the control process is not dependent on the speed of the PC. The PC merely assumes the task of setting the parameters of the controller and graphic display of the various control variables.

The program provides examination of the following:

- Basic design of a closed-loop control system as
- a block diagram with standard signal designation
- Operating principle and control response of a two-position controller
- Recording the characteristic responses of controller variables in a timing diagram
- Relationship between the response of the controller and the set point value
- Effect of controller hysteresis on the control response
- Freely-definable reference variable function to examine the dynamic response of the controller
- Response of the control loop to disturbances by outputting a freely definable voltage
- Quasi-continuous response by deploying one or two feedback loops
- Limits of use for a two-position controller
- Graphic determination of the characteristic variables in a controlled system
- Export of graphics and measurement values as a file or via the clipboard for further processing in word processing or spreadsheet programs
- Print out of graphics on all supported printers
- Context-sensitive online help
- 32-bit version for Microsoft® Windows

Software three-position control

This program is used for examining the response of a three-position controller in conjunction with the universal digital controller. The actual control operation is performed autonomously by the controller (not by the PC) so that the control process is not dependent on the speed of the PC. The PC merely assumes the task of setting the parameters of the controller and graphic display of the various control variables.

The program should provides examination of the following:

- Basic design of a closed-loop control system as
- a block diagram with standard signal designation
- Operating principle and control response of a three-position controller
- Recording the characteristic responses of controller variables in a timing diagram
- Relationship between the response of the controller and the setpoint value
- Effect of switch threshold and controller hysteresis on the control response
- Freely-definable reference variable function to examine the dynamic response of the controller
- Response of the control loop to disturbances by outputting a freely definable voltage
- Quasi-continuous response by deploying one or two feedback loops
- Limits of use for a three-position controller
- Graphic determination of the characteristic variables in a controlled system
- Export of graphics and measurement values as a file or via the clipboard for further processing in word processing or spreadsheet programs
- Print out of graphics on all supported printers
- Context-sensitive online help

[24/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

32-bit version for Microsoft® Windows

Software PID control

This program is used to examine the response of a PID-controller in conjunction with the universal digital controller. P-, I- and D-elements as well as all possible combinations thereof are supported. The actual control should be performed autonomously by the controller (not by the PC) so that the control process is not dependent on the speed of the PC. The PC merely assumes the task of setting the parameters of the controller and the graphic display of the various control variables. The following items can be investigated using the program:

- Basic design of a closed-loop control system as a block diagram with standard signal designation
- Operating principle and control response of different controller types; P-action, I-action, D-action controllers and any random combination thereof
- Influence of the controller parameters on the controller response
- Recording the characteristic responses of controller variables in a timing diagram
- Relationship between the response of the controller and the reference value; freely-selectable reference variable function for the investigation of the dynamic controller response
- Investigation of complex controller structures using a cascade controller
- Response of the control loop to disturbances by outputting a freely definable voltage
- Graphic determination of the characteristic variables in a controlled system
- Determination of the optimum controller parameters
- Evaluation of the control quality
- Export of graphics and measurement values as a file or via the clipboard for further processing in word processing or spreadsheet programs
- Print out of graphics on all supported printers
- Context-sensitive online help
- 32-bit version for Microsoft® Windows

Manual:

- Introduction to the theory
- Lists of the required equipment
- Assembly drawings
- Circuit diagrams
- Experiment procedure
- Experiment results

Manual, Level and flow control kit with digital controller

High-quality, bound, colour teachers' manual with rigid spine, including solutions. CD-ROM with additional students' manual, including exercises and worksheets.

Details:

- Theoretical background
- Colour CAD drawings for experiment set-ups and circuits
- Exercises and worksheets
- Printed on high-quality colour copy paper.

Automatic liquid-level control

- Set-up, operation and optimisation of an automatic liquid-level control with variable controlled system characteristics
- PI and PID controller in a closed-loop control system of the first and higher orders

Automatic flow-rate control

- Set-up, operation and optimisation of an automatic flow-rate control with variable controlled system characteristics
- Operating principle, response and application of flow-rate measurement
- Investigating automatic flow-rate control with PI or PID controller and system response to disturbance and reference variable step changes

Course Contents:

- Procedures of liquid filling level measurement
- Sensor characteristics and calibration
- Filtering of measurement variables
- Parameters of controlled systems without compensation
- Characteristics of two-position controllers with and without hysteresis
- Closed-loop control with discontinuous controllers (two-position controllers)
- Design and operation of P-action and PI-action controllers
- Design of PID-controllers for controlled systems with and without selfregulation
- Automatic level control with P-action and PI-action controllers
- Structure of closed control loops, assessment of responses to setpoint changes and disturbance variables
- Process of flow-rate measurement
- Automatic flow-rate control with PI-controllers
- Design and operation of secondary control loops
- Liquid level and flow-rate control with a secondary (cascade) controller

Power supply system: The training equipment shall be delivered along with ALL necessary power supplies and signal sources. These power supplies shall fit in design, outputs and power rating to the listed training equipment. It shall come with safety sockets (for all outputs above 40 V). All outputs shall be protected by fuses or other safety devices.

Stabilized power supply

- Output: +/-15V/6A, electrically isolated from the mains, continuously protected against short-circuit
- training panel

Numeric/Fuzzy control

- Simulation of control loops on the PC
- Real-time closed-loop control with the PC

[25/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

- Examination of a fuzzy controller

Software package for the analysis, synthesis and simulation of conventional control systems and for handling fuzzy systems. The software can be used in stand-alone operation, but also in conjunction with the interface of a digital universal controller. As a result, both pure simulation and integration in real control structures are possible.

- Easy to use, graphic WINDOWS user interface
- Block-oriented simulation system
- Extensive library of system blocks from such areas as signal generators, linear and non-linear transfer elements, time-discrete systems, statistics, digital technology, file input and output and virtual instruments
- Grouping of partial systems for reusable modules
- Graphic module for displaying measurement data
- Design of fuzzy systems with graphic and mouse-controlled definition of the fuzzy sets and rules as well as various mechanisms for disturbance and defuzzification
- Real-time measurement in conjunction with external hardware
- 10-llicence package

SOFTWARE FOR MANAGING CLASSROOM

List of articles:

Administration software for blended learning training system

Required is a comprehensive administration software for the blended learning training system and all of its courses. The administration software should comprise the following independent programs:

- Manager: Administration of students and courses
- Reporter: Student reports and statistics
- Editor: Creation and editing of courses and tests
- Questioner: Creation of questions, measuring exercises and sets of questions for courses and tests
- TestCreator: Automatic generation of tests on the basis of sets of questions

Features:

- Ease of use of all programs thanks to graphical user interface in all component programs
- For use in local area networks or on stand alone PC
- Ease of installation
- No additional database software required
- Access control via USB dongle

Manager:

- Administration of Supplied generic Software network installation
- Administration of an unlimited number of students and courses in Supplied generic Software
- Addition, deletion and editing of courses and tests in Supplied generic Software
- Addition, deletion and editing of students and student data
- Addition, deletion and editing of student groups (classes)
- Assignment of students to classes
- Assignment of courses and tests to students or classes

Reporter:

- Electronic monitoring of student progress
- Graphical presentation of progress in courses and tests
- Presentation of student or group results
- Reports on courses, tests, single users or classes
- Summary of results and time
- Calculation of average results for groups
- Multiple search options for students, classes, courses or tests

Editor:

- HTML editor for easy to use editing of Supplied generic Software courses
- Editing of course pages
- Wizard for creation of new courses and course pages
- Automatic inclusion of new courses in an existing Supplied generic Software installation
- Automatic creation of IMS-compatible navigation tree without the need for programming knowledge
- Moving course pages within the navigation tree at the click of a mouse
- HTML view and page preview
- Insertion of graphics, animations and tables
- Insertion of test questions
- Page templates for a variety of page types

Questioner:

- Program for creating and editing questions, practical measuring exercises and sets of questions (question files) for electronic evaluation
- Easy creation of exercises and questions for courses and tests
- 7 different types of question: single and multiple choice, missing text, assignment, matrices, arbitrary text, selection of images
- Ability to input meta data (points, time for questions, difficulty, required resources, etc.)
- Easy specification of tolerances for practical measuring exercises

TestCreator:

- Program for automatically creating electronic tests from sets of questions (question files)
- Automatic and manual selection of questions and measuring exercises
- Filter functions (e.g.: type of question, difficulty) for pre-selection of questions
- Automatic generation of tests according to a set time or number of questions
- Various test options: arbitrary order of questions in a test, immediate display of results after completion
- Automatic registration of tests in Supplied generic Software
- Preview function showing the test as created

[26/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

ANNEXURE: B**Compliance of the bidder with reference to the Technical Specifications for Three Stack Furnace**

Compliance of the bidder with reference to the 'Specifications of Up gradation of Control Lab'

Specifications	Whether meet the requirement (Yes/ No)	Quoted Models Specifications
Hardware		
Interface Unit with virtual instruments :		
Equipment:		
1. 32-bit processor with storage memory for measurements		
2. USB interfaces, transfer rate 12 Mbits/s		
3. Simultaneous connection of any number of Experimenters via Unit bus		
4. Analog output, +/- 10 V, 0.2 A, DC - 1 MHz, via BNC and 2-mm sockets		
5. 2 Analog differential amplifier inputs with 4 MHz bandwidth, safe for voltages up to 100 V, sampling rate 40 megasamples, 9 measuring ranges, memory depth 2 x 32 K, Inputs via BNC or 2-mm socket		
6. 16-bit digital signal output, of which 8 bits are accessed via 2-mm sockets, TTL / CMOS, clock frequency 0 - 100 kHz, electric strength +/- 15 V		
7. 16-bit digital signal input, of which 8 bits are accessed via 2-mm sockets, memory depth 16 bit x 2 k, TTL / CMOS, sampling rate 0 - 100 kHz, electric strength +/- 15 V,		
8. 8 Relays 24V DC / 1 A, of which 4 are accessed sockets		
9. Power supply with wide range input 100-250 V, 50-60 Hz, outputs 2 x +/- 15 V/0.4 A; 2 x 5 V/1 A		
Virtual instruments (meters and sources):		
1. 2 x Voltmeter VI, 2 x Ammeter VI: AC, DC, 9 ranges 100mV to 50V, true RMS, AV x VI with 8 relays, 1 x Multimeter VI: Metrahit multimeter display (optional) in Software		
2. 1 Dual-channel oscilloscope: band width 4MHz, 22 time ranges, 9 ranges 20 mV/div to 10 V/div, trigger and pre-trigger, XY and XT modes		
3. 1 x Adjustable DC voltage VI 0 - 10 V		
4. 1 x Function generator VI: 0.5 Hz - 1MHz, 0 - 10 V, sine, square, triangular,		
5. 1 x Arbitrary generator VI, 1 x Pulse generator VI		
6. 1 x VI with 16 digital outputs, 1 x VI with 16 x digital inputs, 1 x VI with 16 digital input/outputs. Display modes: binary, hex, decimal and octal numerals		
7. 1 x Three-phase power supply VI 0 - 150 Hz, 0 - 14 Vrms, 2 A		
8. 1 x Adjustable DC power supply VI 3 x (-20 V - +20 V), 2 A		
9. 1 x Three-phase power supply VI with additional phase-shift and clock rate adjustment (requires SO4203-2B and SO4203-2D)		
Unit Experimenter:		
Equipment:		
1. Connects to the Unit Interface and additional Experimenters via Unit bus		
2. Unit bus connection for experiment cards		
3. Direct connection to the standard Unit power supply for use without an Unit Interface		
4. Fixed and variable voltages available via 9 2-mm sockets		
5. Accommodates Unit experiment cards		
6. Accommodates a breadboard for experimenting with discrete components and integrated circuits		
7. Accommodates a multimeter using IrDa interface		
Training courses:		
Hardware:		
1. Experiment cards with specific circuits and components allowing the measurements in the course to be made as well as permitting unguided experimentation.		
2. Simple set-up: to insert into the Experimenter		
3. Experiment cards connected to the system via Unit bus		
4. Modifiable, open experiment set-up on experiment cards allow experiments to be started quickly		
5. Points for measurement all made available via sockets		
6. Systematic fault simulation, faults can be switched on and off by relays via the Unit bus		
7. Industry-standard circuits, highly relevant to modern practice		
8. To be Supplied in hard case for transport and storage		
Software:		
1. Interactive, HTML-based multimedia courses to provide theoretical knowledge and practical skills		
2. Theory, experimental procedure, evaluation, fault simulation and sample solutions		
3. Animations, graphics and images to explain theory and experiment set-ups		
4. All courses may be edited using an HTML editor		
5. Software: browser with menu, navigation and display windows for display and conduct of all Unit courses		
6. Virtual instruments (VIs) are made available for real-time measurement or for generating output signals.		
7. Navigation to any point within the course		
8. User-specific documentation, evaluation and storage of experimental results		
9. Management of courses, users and user groups		

[27/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer



10	Optional integration of circuit simulator, course editor, etc. into the menu structure.		
11	Self-designed courses may be integrated and displayed		
List of articles:			
Software for blended learning training system			
The administration software should comprise the following independent programs:			
1	Manager: Administration of students and courses		
2	Reporter: Student reports and statistics		
3	Editor: Creation and editing of courses and tests		
4	Questioner: Creation of questions, measuring exercises and sets of questions for courses and tests		
5	TestCreator: Automatic generation of tests on the basis of sets of questions		
Features:			
1	Ease of use of all programs thanks to graphical user interface in all component programs		
2	For use in local area networks or on stand alone PC		
3	Ease of installation		
4	No additional database software required		
5	Access control via USB dongle		
Manager:			
1	Administration of Supplied generic Software network installation		
2	Administration of an unlimited number of students and courses in Supplied generic Software		
3	Addition, deletion and editing of courses and tests in Supplied generic Software		
4	Addition, deletion and editing of students and student data		
5	Addition, deletion and editing of student groups (classes)		
6	Assignment of students to classes		
7	Assignment of courses and tests to students or classes		
Reporter:			
1	Electronic monitoring of student progress		
2	Graphical presentation of progress in courses and tests		
3	Presentation of student or group results		
4	Reports on courses, tests, single users or classes		
5	Summary of results and time		
6	Calculation of average results for groups		
7	Multiple search options for students, classes, courses or tests		
Editor:			
1	HTML editor for easy to use editing of Supplied generic Software courses		
2	Editing of course pages		
3	Wizard for creation of new courses and course pages		
4	Automatic inclusion of new courses in an existing Supplied generic Software installation		
5	Automatic creation of IMS-compatible navigation tree without the need for programming knowledge		
6	Moving course pages within the navigation tree at the click of a mouse		
7	HTML view and page preview		
8	Insertion of graphics, animations and tables		
9	Insertion of test questions		
10	Page templates for a variety of page types		
Questioner:			
1	Program for creating and editing questions, practical measuring exercises and sets of questions (question files) for electronic evaluation		
2	Easy creation of exercises and questions for courses and tests		
3	7 different types of question: single and multiple choice, missing text, assignment, matrices, arbitrary text, selection of images		
4	Ability to input meta data (points, time for questions, difficulty, required resources, etc.)		
5	Easy specification of tolerances for practical measuring exercises		
Test Creator:			
1	Program for automatically creating electronic tests from sets of questions (question files)		
2	Automatic and manual selection of questions and measuring exercises		
3	Filter functions (e.g.: type of question, difficulty) for pre-selection of questions		
4	Automatic generation of tests according to a set time or number of questions		
5	Various test options: arbitrary order of questions in a test, immediate display of results after completion		
6	Automatic registration of tests in Supplied generic Software		
7	Preview function showing the test as created		

Annexure-C**Compliance Statement for Specific Technical Terms and Conditions**

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

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

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

[29/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer



Sr. No.	Compliance Statement for Specific Technical Terms and Conditions	Bidder/Tenderer's Response
17	Does Bidder/Tenderer agree that at the time of installation and commissioning of the configuration, if it is found that some additional hardware accessories and/or software items with licenses are required to complete the configuration to meet the operational performance requirement of the configuration which are not included in your original list of deliverables then you are required to supply such items to ensure the completeness of the configuration at NO EXTRA COST TO MNNIT? Does the Bidder/Tenderer ensure the completeness of the list of deliverables in the offer to avoid such discovery during installation, in strict consultation with respective OEMs?	
18	Does Bidder/Tenderer and its OEM agree to arrange for "Technical training on the operation of the Control Technology Lab Upgradation Systems for two days or more, as may be necessary to ensure a reasonable degree of comfort with the instrument". Are all salient features like system administration of 'Control Technology Lab Upgradation' and day to day troubleshooting covered in the training?	
19	Is the Bidder/Tenderer ready to provide all original user's manuals, technical documents, operating manual, system toolkit, application notes, user guides, software CDs and DVDs, Driver CDs and DVDs, and all printed / electronic media comes with the 'Control Technology Lab Upgradation'?	
20	Does the Bidder/Tenderer agree to provide the following mandatory information? : i. Bidder/Tenderer must provide the information of similar 'Control Technology Lab Upgradationsupplied and installed in last 3 years. ii. List of Organisations/Customers dealt by them with respect to above point no. (i). iii. The PAN No., as per Government records. iv. Copy of Registration of Firm with CST/GST Nos..	
21	The Bidder/Tenderer be an Authorized System Integrator having a direct purchase and support agreement with the OEM of the EQUIPMENTS. Has the bidder/tenderer integrated, tested and supplied the equipment of similar type specified in the 'schedule of requirements' of an educational institute / organization.	
22	The bidder/tenderer should be either a manufacturer or authorized agent of the Foreign/Indian manufacturer. In latter case please mention the authorization certificate, reference no. and date.	
23	Has the Bidder/Tenderer submitted the 'Manufacture's Authorization Form (MAF)' each of the product quoted, in the enclosed format.	
24	Does the principal vendor have local offices in India. Please give no. of offices & their addresses?	
25	The principal of the bidder/tenderer have a 24 x 7 technical assistance center in India and the bidder has service centers of their own in northern India with engineers qualified to handle the repair & maintenance work. Please give details.	
26	Has the Bidder/Tenderer supplied the quoted model to the institutions of repute like IITs, IISc, NITs etc. and conducted a demo at these places. Please give details?	
27	Has the principal of the Bidder/Tenderer have turnover of at least 50 lakhs and have at least "A support centre, capable of serving/replacing the faulty equipment at MNNIT, within a time frame of 48 Hrs. (this time can also be more as it is not practical)". Please give details. The principal vendor has the valid trade tax registration number for the logistic support center in India for spare and replenishment. Please give details.	
28	To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment. Is it attached here. Please mention reference no. and date.	
29	Does the Bidder/Tenderer agree to provide the following documents: (i) A detailed description of the essential technical and performance characteristics of the goods; (ii) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the purchaser in the Priced- bid ; and (iii) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions, in the format enclosed as 'deviation statement form' to the provisions of the Technical Specifications.	
30	Does the Bidder/Tenderer agree with Clause 30 of STC? For purposes of the commentary to be furnished pursuant to above, the Bidder/Tenderer shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder/Tenderer may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.	
31	Does Bidder/Tenderer agree that Compliance to above Technical Term & Conditions (points 1-31), given as Annexure-C, will be considered for overall evaluation of the bid and non-compliance of any of the above technical terms & conditions/specifications may turn into rejection?	



CHAPTER-4
TECHNICAL BID (PART-1)

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

Sl. No	Documents
1.	Cover letter by bidder (On the Letter Head of the Bidder)
2.	Format – A : Check List for Eligibility Criteria (On the Letter Head of the Bidder)
3.	Format – B : Bid Proposal Sheet (On the Letter Head of the Bidder)
4.	Format – C : Bidder's Statement (On the Letter Head of the Bidder)
5.	Format – D : BILL OF MATERIAL (BOM) (On the Letter Head of the Bidder)
6.	Format – E : DEVIATION STATEMENT (On the Letter Head of the Bidder)
7.	Format – F : MANUFACTURERS' AUTHORIZATION FORM (MAF)
8.	Format – G : PRICE REASONABILITY CERTIFICATE (On the Letter Head of the Bidder)
9.	Format – H : BID SECURITY (BS)/EARNEST MONEY DEPOSIT (EMD) FORM
10.	Format – I : PERFORMANCE SECURITY FORM
11.	Format – J : CAPABILITY STATEMENT FORM (On the Letter Head of the Bidder)
12.	Format – k : AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING
13.	ANNEXURE: A: TECHNICAL SPECIFICATIONS FOR 'UPGRADATION WORK'
14.	ANNEXURE: B : BIDDER'S COMPLIANCE STATEMENT FOR ANNEXURE: A
15.	ANNEXURE: C : BIDDER'S COMPLIANCE STATEMENT FOR SPECIFIC TECHNICAL TERMS AND CONDITIONS (STC)

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

Format – A

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

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

[31/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

20.	Copy of the PAN no. of the Firm (REF.: Item 7 of FORMAT-C)				
21.	Copy of the TIN no. of the Firm (REF.: Item 8 of FORMAT-C)				
22.	Copy of the Service Tax Registration No. of the Firm (REF.: Item 9 of FORMAT-C)				
23.	Supporting Document showing Annual Turnover for the last 3 years (REF.: Item 10 of FORMAT-C)				
24.	List of Types of equipments supplied during preceding THREE years, as on date of signing the bid (REF.: Item 13 of FORMAT-C)				
25.	List and Details of Supply, Fixing and Installation of similar equipments, supplied to reputed Indian organizations, especially NITs/ IITs/IITs/ Central Universities/ IISERs/CSIR labs etc., during preceding THREE years, as on date of signing the bid. (REF.: Item 14 of FORMAT-C)				
26.	All documentary proofs showing satisfaction of the eligibility criteria, as laid down in the Tender document, are attached.				
27.	All prices quoted, for products and services, are valid for a period of <u>120 calendar days</u> from the last date of submission of bids. <i>No upward change in prices and 'terms and conditions' will be permitted to the bidder.</i>				
28.	The quoted prices are in Indian Rupees, and F.O.R. MNNIT Allahabad, Allahabad", inclusive of Packing, Forwarding, Freight/Cartage and insurance charges. <i>Please note that MNNIT Allahabad is an educational institution and is exempted from payment of Custom Duty and certain taxes, as per rules of Government of India for which necessary certificates will be provided by the MNNIT Allahabad.</i>				
29.	In Price Bid (Part 2), all applicable taxes, duties etc are mentioned, clearly and separately. <i>If taxes are not mentioned, it would be assumed that the rates quoted are inclusive of taxes.</i>				
30.	The bidder agrees that Price Bid (Part-2) conforms to MNNIT's price bid format, as given in CHAPTER-5: PRICE SCHEDULE FORM of tender document.				
31.	All relevant Technical Literature/Catalogue/Pamphlets/Technical Literature is attached along with Technical Bid (Part-1).				
32.	Please provide your <u>delivery schedule</u> , attached along with Technical Bid (Part-1), failing which your quotation will NOT be considered. <i>The successful bidders are required to Supply, Fixing and installation the goods within prescribed delivery schedule from the date of purchase order.</i>				
33.	In case of becoming success bidder, the bidder agrees to submit a performance Bank Guarantee of 10% of the cost of the material, as per the Purchase Order of MNNIT Allahabad, along with the Acceptance.				
34.	The bidder agrees that in case the equipment/accessories are not supplied within specified delivery period, or the installation and commissioning is delayed beyond the specified time, a penalty @2% of the Purchase Order value <i>for each month or part thereof</i> , will be charged from the supplier. The same would be deducted from the final payment.				
35.	The equipment must be warranted against all manufacturing defects for the standard warranty period from the date of successful installation and acceptance. In case, a part thereof or the whole equipment is found defective the same will have to be rectified/replaced on free of charge basis without lapse of time. <i>In case the equipments are not repaired/ replaced within the "Service Time" quoted, the bidder agrees that suitable action may be taken by the MNNIT Allahabad.</i>				
36.	The bidder agrees that all disputes, if arising related to this tender, shall be in courts of Allahabad.				
37.	The bidder agrees that the MNNIT Allahabad reserves the right to reject lowest quotation or all the quotations or accept any quotation or part thereof without assigning any reason. Further, Bill of Material (BOM) as indicated in this Tender Document is subject to change, determined by the needs of the MNNIT.				
38.	Each and every page of the bid document carries page numbers				

Place:

Date:

Signature and seal of the Manufacturer/Bidder

[32/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

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

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

Subject: Supply, Fixing and installation for various upgradation work in EED at MNNIT Allahabad, Allahabad.

Dear Sir,

We, the undersigned Tenderers, having read and examined in detail the specifications and scope of the work as specified in this document in respect of Supply, Fixing and installation for various upgradation work in EED at MNNIT Allahabad, Allahabad do hereby propose to Supply, Fixing and installation, the required products and services.

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

- (i) **PRICE AND VALIDITY:** All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All prices quoted by us for the products and services shall remain valid respectively for a period of 120 days from the last date of submission of bids.
- (ii) **DEVIATIONS:** We declare that all the services shall be performed strictly in accordance with the Technical specifications mentioned in the Tender document. No Technical deviation will be acceptable and any technical deviation is liable to the rejection of tender.
- (iii) **ADDITIONAL PURCHASE/WORK ORDER:** We understand that the MNNIT Allahabad, Allahabad, in case of the requirements may also place repeat purchase order/work order on the company. In such cases, we shall accept and execute all the purchase/work order placed on us by MNNIT Allahabad, Allahabad.
- (iv) **BID PRICING:** We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the bidding document. We further understand that the quantities as specified in this Tender may increase or decrease at the time of Award of Purchase Order as per the requirements of MNNIT Allahabad, Allahabad.
- (v) **QUALIFYING DATA:** We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.
- (vi) **CONTRACT PERFORMANCE SECURITY:** We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee Bond in the form of Bank Guarantee for the amount of 10% of the total order value.
- (vii) **PAYMENT TERMS:** We hereby declare that in case the contract is awarded to us, we agree with payment terms specified in the tender documents.
- (viii) **CERTIFICATE AND DECLARATION:**
- I/We certify that no addition/modification/alteration has been made in the Original Tender Document. If at any stage addition /modification /alteration is noticed in the Original Document, I/We will abide by the terms and conditions contained in the original tender document, failing which MNNIT Allahabad reserves the right to reject the tender and/or cancel the contract
 - It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tempered document(s) are produced with tender form for gaining unlawful advantage. We understand that MNNIT Allahabad is authorized to make enquiry to establish the facts claimed and obtained confidential reports from clients.
 - In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD and/or any penal action and other damages including withdrawal of all work /purchase orders being executed by us. Further MNNIT Allahabad is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.
 - I / We assure the Institute that neither I /We, nor any of my /our workers, will do any act which is improper / illegal during the execution in case the tender is awarded to us.
 - I / We assure the Institute that I / We will NOT be outsourcing any work specified in the tender document, to any other firm.
 - Neither I / We, nor anybody on my /our behalf will indulge in any corrupt activities /practices in my /our dealing with the Institute.
 - Our Firm / Company / Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or any other Govt. Organization.
 - I/We certify that, I have understood all the terms & conditions (GCC, SCC, STC etc.), and scope of work, as indicated in Chapter-Two of the tender document, and hereby accept all the same completely.
 - I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., from the Competent Authority for providing the requisite services,
 - We understand that you are not bound to accept the lowest or any bid you may receive.
 - I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract between us.
 - I/We certify that the tender document is duly paginated and contains from page no. 1 to

Signature and Seat of the Manufacturer/Bidder

[33/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

FORMAT-C
BIDDER'S STATEMENT

(ON THE LETTER HEAD OF THE BIDDER)

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

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

[34/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

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

Place:

Date:

Signature and seal of the Manufacturer/Bidder

=====

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

Name of EQUIPMENT: Upgradation Work

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

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

Signature and Seal of the Manufacturer/Bidder

=====

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

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

CLAUSE	DEVIATION	REMARKS (including justification)

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

Place:

Date:

Signature and seal of the Manufacturer/Bidder

[35/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer



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

No. _____
To _____

Dated _____

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

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

To: [insert complete name and address of Purchaser]

WHEREAS

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

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

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

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

Title: [insert title]

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

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

Yours faithfully,
(Name)
(Name of manufacturers)

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

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

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

Yours faithfully,
(Name of manufacturers)

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

[36/40]
Signature (in ink, with date) and **Seal** of Bidder/Tenderer

**FORMAT-H
BID SECURITY (BS)/EARNEST MONEY DEPOSIT (EMD) FORM**

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

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

THE CONDITIONS of this obligation are:

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

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

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

.....
(Signature of the Bank)

.....
Name of Bidder

=====
**FORMAT-I
PERFORMANCE SECURITY FORM**

To: (Name of Purchaser)

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

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

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

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

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

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

Signature and Seal of Guarantors

.....

Address:.....

.....

.....

[37/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

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

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

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

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

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

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

7. Details of Testing facilities available

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

8. Personnel/Organization:

Give Organization chart for following indicating clearly the No. of employees at various levels.

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

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

Location: _____

Phone No.: _____

Year of Establishment: _____

10. Details of Organization at Service Centre

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

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

- 1) _____
 2) _____

FORMAT-K**AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING**

(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/S. _____ hereby declare that the firm/company namely M/S. _____ has not been blacklisted or debarred in the past by MNNIT Allahabad/ NITs/ IITs/IITs/ Central Universities/ IISERs/CSIR labs etc. or any other Government organization from taking part in Government tenders.

Or

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

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

Signature

Name

Capacity in which assigned:

Name & address of the firm:

Date:

Signature of Bidder with seal.
=====**CHAPTER-5****PRICE BID (PART-2)**

(ON THE LETTER HEAD OF THE BIDDER)

Price bid (Part-2)s for Goods being offered from India & Abroad are given as follows in form of ANNEXURE-D and ANNEXURE-E:

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

ANNEXURE-D**PRICE BID (PART-2) FOR GOODS BEING OFFERED FROM INDIA**

(ON THE LETTER HEAD OF THE BIDDER)

Name of the Bidder/Tenderer _____
Tender No. _____

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

Total Bid price in Indian currency _____

Signature of Bidder _____

In words: _____

Name _____

Business Address _____

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

[39/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer

ANNEXURE-E
PRICE BID (PART-2) FOR GOODS BEING OFFERED FROM ABROAD
 (ON THE LETTER HEAD OF THE BIDDER)

Name of the Bidder/Tenderer _____
 TENDER No. _____

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

Total Bid price in foreign currency _____

Signature of Bidder _____

In Words: _____

Name _____

Business Address _____

Indian agents name & address: _____

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

[40/40]

Signature (in ink, with date) and Seal of Bidder/Tenderer