



**JABALPUR ENGINEERING COLLEGE, JABALPUR (MP) – 482011**  
(Declared Autonomous by the Government of Madhya Pradesh)  
(Established in 1947 as Government Engineering College, Jabalpur)

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**E-Tender Document for Supply of NDT Laboratory Equipments**

Tender Number	:	JEC/CIVIL/LAB/2023/01
Publishing Date	:	16-05-2023 at 04:00 PM (Tuesday )
Document download / Sale start Date	:	16-05-2023 at 05:00 PM (Tuesday )
Pre bid Meeting Date & Time	:	19-05-2023 (Friday) at 12:00 Noon at Principal Office, Jabalpur Engineering College, Jabalpur (M.P.)
Bid Submission Start Date	:	22-05-2023 at 11:00 AM (Monday)
Bid Submission Closing Date	:	12-06-2023 at 02:00 PM (Monday)
Time and Date of Bid Opening	:	13-06-2023 at 02:00 PM (Tuesday)
Place of Opening of Tender	:	Principal Office Jabalpur Engineering College, Jabalpur (M.P.)
Cost of the Tender Document	:	Rs.2000/- (Rupees Two Thousand Only) (Online submission through e-procurement portal)
E.M.D. (Security Deposit)	:	Rs 50,000/- (in the form of Demand Draft in Favor of “Principal, Jabalpur Engineering College, Jabalpur”)

## Inviting Bid for NDT Laboratory Equipments

### 1. Invitation

Reputed firms / manufacturers / dealers are invited to submit most competitive quotation for educational institute for the following Equipment:

Brief Description of the Items/ Equipment's Required	Quantity Required	Delivery Period	Place of consignee
As per Annexure 3	As per Annexure 3	Not more than 45 days from the supply order date	Civil Engineering Department JEC, Jabalpur

The Bidders are requested to give detailed tender in three Parts i.e.

Part-I	:	Annexure 1	:	EMD
Part - II	:	Annexure 2 & 3	:	Technical Bid.
Part - III	:	Annexure 4	:	Financial/Price Bid.

**Part-I:** Annexure-1 is mandatory submission. It contains EMD in the form of Demand Draft or Online mode only from nationalize bank or other RBI approved bank in Favour of “Principal, Jabalpur Engineering College, Jabalpur” payable at Jabalpur of amount Rs.50,000/- (Rupees Fifty thousand only). Other equipment's/modes will not be accepted. Vendors registered under NSIC/ MSME for manufacturing of similar equipments, who are exempted from EMD as per rule by Govt. of India and MP Govt. shall submit the exemption certificate.

**Part-II:** Annexure-2 & 3 should contain “Technical Tender Form”. This part of the tender shall contain bidder profile, eligibility for the agencies, as well as technical specifications. Attach separate sheets wherever required. If there is any deviation in specifications of material/ items/ services, notify with complete details. Bidder should also provide List of Experiments, which can be performed from the quoted equipment /machine. The Institute reserves the right to decide on such deviation/s. This envelop should not contain any price information.

**Part-III:** Annexure-4 should contain Price Bid (Financial bid) only.

### 2. Price Bid (Financial Bid)

Bid price shall be considered as item wise unit price inclusive of all taxes, service charges, including installation and training to staff, manuals etc. plus One year warranty period. Format of price bid is enclosed with document and annexed as Annexure –II.

(Bid Price = Item wise unit price + All taxes + Service charges + Manuals + Transportation + Installation and Onsite training to staff + One year warranty + any hidden cost)

All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.

The prices should be quoted in Indian Rupees, inclusive of taxes, service charges etc.

### **3. Validity of Tender**

The Tender shall remain valid for a period of 180 days from bid opening Date as per the order. The Institute reserves the right to accept or reject any tender or to reject the bidding process wholly or partly without assigning any reason.

### **4. Evaluation of Quotations**

The Institute will only evaluate and compare the quotations determined to be substantially responsive i.e. which

- a. Are complete as per instructions given and signed;
- b. Confirm to the terms and conditions, and technical specifications.
- c. Signed and seal scan copy of at least 2 purchase orders of Concern lab/ similar equipments with payment invoice of last 5 Years to the IIT/NIT/Central Govt./State Govt. organization/reputed private firms/Institutions must be submitted in envelop B as specified in Checklist.

### **5. Award of Contract**

The Institute will award the contract to the bidder whose quotation has been determined to be substantially responsive (technically & commercially) and who has offered the lowest evaluated quotation price.

Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

The bidder whose bid is accepted will be notified of the award of contract by the institute prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the order.

**Detail of terms and conditions is enclosed with this document and annexed as Annexure –5.**

**Jabalpur Engineering College, Jabalpur – 482011**  
**Gokalpur, Jabalpur**

**Tender No:** JEC/CIVIL/LAB/2023/01

**Dated:**

**Fee Cover Form (Annexure 1)**

1. Name of Tendering Company/ Bidder/Firm/Agency:

.....

2. Registered Office Address with telephone/mobile No:

.....

.....

.....

.....

E-Mail Address:

3. Particulars of Earnest Money

(a) Online payment Ref. No.....

Deposit (EMD) (to be deposited

(b) Date .....

along with the Tender document) or

(c) for Rs. ....

NSIC/MSME certificate details .....

4. & valid up to.....

Place .....

Signature .....

Date .....

Name .....

Designation .....

Seal & Signature of the Tender

**JABALPUR ENGINEERING COLLEGE, JABALPUR – 482011**

Ph : 0761-2331953

Fax : 0761-2431355

**Tender No./** JEC/CIVIL/LAB/2023/01

**Dated:**

**PreQual / Technical TENDER FORM (Annexure 2)**  
**Technical Bid for Supplying NDT Laboratory Equipments**

- 1- Name of the bidder/firm/agency.....
- 2- Name of the authorized signatory (whose photograph is affixed)  
Mr./Ms./Mrs.....
- 3- Permanent address of the agency  
.....  
.....  
Tel. No. (with STD Code)(O).....Fax.....(R).....  
(Mobile).....
- 4- Registration & incorporation particulars of the firm  
(Please attach attested copies of documents of registration/incorporation of your firm with  
the competent authority as required by business law)
- 5- Name proprietor/partners/directors.....  
.....
- 6- Permanent Account Number (PAN).....
- 7- Copy of Income Tax returns ( enclose details of IT returns of last three financial years  
2019-20, 2020-21, 2021-22, separately).....  
.....  
.....
- 8- Service Tax/ GST Registration No.....
- 9- Minimum Annual Turnover of Rs. 25 lakhs of firm: Last 3 financial years. (attach proof  
Audited Balance Sheet & Profit & Loss Account Income Tax Return (ITR)  
FY 2019-20.....  
FY 2020-21.....  
FY 2021-22.....

10- At least 2 purchase orders of Concern lab/ similar equipments with payment invoice of last 5 Years to the IIT/NIT/Central Govt./State Govt. organization/reputed private firms/Institutions

S. No.	Name of the college/university (Govt./Govt. aided)	Supply order details	Invoice Details	Year of supp	Total amount

11- Are you blacklisted by any Govt. department/PSU/Bank/any other organization in last 03 Years, if No, then enclosed affidavit regarding the same.

**Note:** Documentary proof must be attached for the entries in serial No. 6 to 11, failing with that, the tender will be treated as non responsive.

**Declaration:**

It is certified that the information furnished above is correct. At any stage if the above information is found incorrect, the institute may cancel my/our empanelment. We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. The signatory to this bid is authorized to sign such bids on behalf of the organization.

Place .....

Signature & Seal .....

Date .....

Name .....

Designation .....

### Technical Specification Form (ANNEXURE-3)

Online competitive Bids are invited by the Principal, Jabalpur Engineering College, Jabalpur, (MP) (herein after referred to as indenter) from the reputed Manufacturer/Authorized Dealers for supplying the following equipment:-

S.No.	Equipment Name	Specification	No.s	
1	<b>SILVER SCHMIDT</b> consisting of: Silver Schmidt hammer, rechargeable AAA battery, Micro-USB cable, grinding stone, carrying strap, documentation, carrying bag.	Approximate Impact energy shall be 2.25 Nm	2	
		Memory: 2,000 measurement series		
		Displays: Analog & backlit digital (100 x 100 pixels, graphic)		
		Charger connection: Micro-USB		
		Battery: Standard AAA, alkaline or rechargeable		
2	<b>PROFOMETER CORROSION</b> consisting of Profometer touchscreen, interface box, battery charger, cable coil l=25 m (82 ft) with clamp, USB cable, documentation, carrying strap and carrying case.	Cover measuring Range	Up to 185mm	1
		Cover measuring accuracy	±1mm to ±4mm	
		Path Measuring Accuracy on smooth surface	±3mm + 0.5% to 1.0% of measured length	
		Display	7" color touch display 800 x 480 pixels	
		Diameter Measuring Range	Up to 63mm	
		Memory	Internal 8GB Flash Memory	
		Regional Setting	Metric & Imperial units & multi-language supported	
		Battery	Lithium Plymer, 3.6V, 14.0Ah	
		Battery life time	>8H (in standard operating mode)	
		Mains	9V – 15V / 2.0A	
3	<b>Concrete Impermeability Apparatus</b> 3 cell model for 150 mm cube, compressor for Permeability Apparatus, 15 kg/cm <sup>2</sup> working pressure	Concrete Impermeability Apparatus, Consisting Of Three Specimen Holder Assemblies With A Manifold Assembly	1	
		Panel Fitted With Pressure Regulator, Pressure Gauge (4 No) With Pressure Lines- 1 No.		
		Hose Pipe- 3 No.		
		Spanner- 3 No.		
		Tommy Pin- 2 No.		
		Operating Manual & Packing List With Certificate – 1 No.		
		Permeability Cell Top/ Bottom Pleats Assembly (Sample Holding Device)- 3 No.		
		Stand Side Frame for Panel Mounting- 1 No.		
		Stand for Mounting Three Sample Holding Device- 1 No.		
		Connecting Flat Patti- 2 No.		
		Air Compressor working Pressure 15 Kg. cm <sup>2</sup> , 2 HP Pressure Capacity 15 kg/cm <sup>2</sup> Air Pressure Capacity 100 Liters - 1 no.		
		Connecting Pipe- 1 No.		
		Filter- 2 No.		
		Pressure Gauge- 1 No.		

**Jabalpur Engineering College, Jabalpur – 482011 Gokalpur, Jabalpur**

**Tender No:** JEC/CIVIL/LAB/2023/01

**Dated:**        /        / 2023

**Financial Bid Form (Annexure 4)**

**Financial Bid For supplying NDT Laboratory Equipments Rates Quoted:**

Consolidated rates item wise must be listed in the price bid table:

(The rate should include all taxes service charges, One year warranty and other expenses, etc.)

(Price Bid Table)

S. No.	Name of equipment and specification	No. of unit	Total cost (Including GST +All taxes + Service charges + Manuals + Transportation + Installation and Onsite training to staff + One year warranty)
NDT Lab			
1			
2			
3			—

Place .....

Signature .....

Date .....

—Name .....

Designation .....

Signature & Seal of the Bidder: \_\_\_\_\_



**Jabalpur Engineering College, Jabalpur 482011**  
**Gokalpur, Jabalpur**

**Tender No:** JEC/CIVIL/LAB/2023/01

**Dated:** / /2023

**Check List of Attested Copies of Documents**  
(All documents are compulsory to be submitted with the Bid)  
**(Failing with the bid will be considered as non responsive)**  
**(Table-1)**

**CHECK LIST OF ATTESTED COPIES OF DOCUMENTS TO BE ATTACHED WITH  
THE BID**

1	Signed and sealed copy of Fee Cover form specified in <b>Annexure 1</b>	Yes/No
2	Signed and sealed copy of EMD online payment receipt for Rs. Fifty Thousand or EMD exception certificate	Yes/No
3	Signed and sealed copy of Pre Qual / Technical tender form in <b>Annexure 2</b>	Yes/No
4	Signed and sealed copy of comprehensive production facility, infrastructure and R & D centre duly recognized by department of scientific and industrial research, ministry of science and technology.	Yes/No
5	Authorized dealership/distributorship certificate and after sales service facility in MP.	Yes/No
6	Signed and sealed copy Permanent Account Number and GST Registration	Yes/No
7	Signed and sealed copies of Income Tax returns of FY 2019-20, FY 2020-21, FY 2021-22	Yes/No
8	Affidavit regarding the agency was not blacklisted by any Govt.department/PSU/Bank/any other organization in last 03 Years	Yes/No
9	Signed and sealed copy of CA certified Annual Turnover FY 2019-20, FY 2020-21, FY 2021-22 with minimum turnover of Rs. 25 lakhs every year	Yes/No
10	Signed and sealed copy of at least 2 purchase orders of Concern lab/ similar equipments in last 5 years	Yes/No
11	Technical Tender specified in <b>Annexure 3</b> along with printed catalog & photographs as per tender document	Yes/No
12	Signature & Seal of the tenderer at all pages of tender document	Yes/No
13	Price Bid ( <b>Financial Bid Form in Annexure 4</b> ) only in BOQ	Yes/No

**Seal & Signature of the Tenderer**

## ANNEXURE - 5

### ELIGIBILITY, TERMS & CONDITIONS OF CONTRACT

#### 1. Eligibility (Particulars of documents for eligibility):

It is mandatory for the bidder to enclose the currently valid certified copies of the following documents along with the bid. In event of short fall of any document, bid shall not be considered for evaluation.

- Permanent Account Number issued by Income Tax Department
- Registration under Service Tax/GST
- Copy of income tax returns of the last three financial years (2019-20, FY 2020-21, FY 2021-22)
- Annual turnover of the last three financial years (2019-20, FY 2020-21, FY 2021-22) not less than Rs. 25 Lakh per Year.
- At least 2 purchase orders of similar instruments of Concern lab/ similar equipments with payment invoice of last 5 Years to the IIT/NIT/Central Govt./State Govt. organization/reputed private firms/Institutions
- The supplier shall not be blacklisted/ banned by any Govt. Organization/PSUs during last three years. An affidavit in this regard shall be enclosed.
- The supplier shall have their own NABL accredited testing and calibration facility.
- The supplier shall have ISO certification.
- The supplier shall have comprehensive production facility, infrastructure and R & D centre duly recognized by department of scientific and industrial research, ministry of science and technology.
- The supplier shall have after sales service facility in MP.

#### 1. General Terms and Conditions

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, 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. Bidder should physically demonstrate the products to the technical committee (If required).

#### 2. Use of Contract Documents and Information: Inspection & Audit by the Bank

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.

#### 3. Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

#### 4. Performance Security

Within 21 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the form of DD/Bank Guarantee valid for 12 months from the date of award of contract for an amount of 10% of total cost. The Performance security shall be submitted within 10 days from the date of Notification of Award.

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.

The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) A demand draft in favour of Principal, Jabalpur Engineering college payable at Jabalpur.

The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations under the contract and upon the supplier submitting a bank guarantee for a value for annual maintenance service after the warranty period, three months prior to the expiry of the validity period of the performance guarantee.

Failure to submit the bank guarantee for annual maintenance service in the period specified above will constitute sufficient ground for forfeiture of the performance guarantee.

## **5. Inspections and Tests**

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

Nothing shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **6. Packing**

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 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.

## **7. Delivery and Documents**

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award.

## **8. Insurance**

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

## **9. Transportation**

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

## **10. Incidental Services**

The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

## 11. Spare Parts

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

- (a) 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
- (b) In the event of termination of production of the spare parts:
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

## 12. Warranty

The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid for One year after the Goods or any portion thereof as the case may be, have been delivered, commissioned and accepted at the final destination indicated in the Contract, or for 15 months after the date of receipt of goods whichever period concludes earlier.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.

If the Supplier, having been notified, fails to remedy the defect(s), the Purchaser may proceed to take 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.

**13. Payment**

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, and by documents, and upon fulfillment of other obligations stipulated in the contract.

Payment shall be made in Indian Rupees.

**14. Prices**

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

**15. Change Orders**

The Purchaser may at any time, 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 method of shipping or packing;
- (c) the place of delivery; and/or
- (d) The Services to be provided by the Supplier.

**16. Contract Amendments**

No variation in or modification of the terms of the Contract shall be made.

**17. 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.

**18. 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 his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

**19. Delays in the Supplier's Performance**

Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

If at any time during performance of the Contract, the Supplier or its sub-contractor(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 liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to the purchaser, unless an extension of time is agreed upon pursuant without the application of liquidated damages.

## **20. Liquidated Damages**

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 liquidated damages, a sum equivalent to the 0.25% per day of the delivered price of the delayed Goods or unperformed Services until actual delivery or performance, up to a maximum deduction of the 10 %. Once the maximum is reached, the Purchaser may consider termination of the Contract.

## **21. Termination for Default**

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;
- (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 fraud and corruption, in competing for or in executing the Contract.

In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **22. Force Majeure**

Notwithstanding the provisions of purchase, 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.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. 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.

## **23. Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **24. 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.

The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## **25. Settlement of Disputes**

If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

Arbitration proceedings shall be conducted in accordance with the rules of procedure.

Notwithstanding any reference to arbitration herein,

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

If matter, anyhow, cannot be resolved by both the parties, the area of jurisdiction will always remain Jabalpur.

## **26. Limitation of Liability**

Except in cases of criminal negligence or willful misconduct, and in the case of infringement,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **27. Governing Language**

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

## **28. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India.

## **29. Notices**

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address.

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

### **30. Taxes and Duties**

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

### **31. Fraud and Corruption**

32.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders, Suppliers, Contractors, and Consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “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;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and
  - (iv) “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;
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
    - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause 37.1(e) below.
- (b) 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, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and



- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

**Cost and Availability of Tender Document**

The cost of tender document is Rs. 2000/- (Rupees Two Thousand only) which is non-refundable. The tender document can be downloaded from our website [www.jecjabalpur.ac.in](http://www.jecjabalpur.ac.in) The cost of tender document will be submitted online through e-procurement portal.

**Bid Security & Performance Security**

The Bidder shall deposit Rs.50,000/- (Rupees Fifty Thousand only) by Demand draft or online in favor of Principal, Jabalpur Engineering College, Jabalpur (M.P.) payable at SBI branch Jabalpur as EMD along with the bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.

The selected firm has to furnish performance security in the form of DD/Bank Guarantee valid for One year from the date of installation of equipment for an amount of 10% of total cost. The Performance security shall be submitted within 10 days from the date of Notification of Award. The earnest money shall be returned only after the Performance security is submitted by the Contracting Agency.

**Financial Bid:**

The Bidder shall mandatorily quote all of the following (*failing which the tender will be treated as non-responsive*) :

- (a) The rate quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended. In case of change in rate due to statutory provisions, only such change will be accepted and not any additional liability i.e. percentage of profit/service charges etc. As such, the bidder while submitting the bid should specifically, quote the rate etc. in this regard.
- (b) The Bidder shall deposit Rs.50,000/- (Rupees Fifty Thousand only) demand draft or online in favor of Principal, Jabalpur Engineering College, Jabalpur (M.P.) payable at Jabalpur as earnest money along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (c) The selected firm has to furnish performance security in the form of DD/Bank Guarantee valid for One year from the date of installation of equipment for an amount of 10% of total cost. The Performance security shall be submitted within 10 days from the date of Notification of Award. The earnest money shall be returned only after the Performance security is submitted by the Contracting Agency. The performance security will be returned without interest after successful completion of the contract.
- (d) Telex or Facsimile Bids are not acceptable.
- (e) Each Bidder must submit only one Bid.

**Evaluation of Bid:**

The indenter will evaluate and compare the Bids determined to be substantially responsive i.e. which are properly signed, and conform to the terms & conditions in the following manner:

**Stage I: Evaluation of technical Bid**

In stage-1 the bid will be treated as non-responsive if following terms & conditions are not fulfilled and related documents are not attached:- In Table 1 (Check list).

**Stage II: Evaluation of Financial Bid**

Only those bids which are responsive in Stage-1 will be evaluated in Stage-2 in following Manner:

- (a) After the fulfillment of Technical specification order can be awarded on the basis of minimum total bid price.  
(Bid Price = Itemized unit price + All taxes + Service charges + Manuals + Transportation + Installation and Onsite training to staff + One year Warranty + Any hidden cost)
- (b) In case two or more bidders quote same rates and there is a tie, the agency having more previous similar purchase order in the different organization i.e. IITs/NITs/Govt colleges/Universities, will be preferred.

**Validity of Bid:**

The Bid shall remain valid for a period not less than 180 days after the deadline fixed for submission of Bids.

**Award of Contract:**

- (a) The Indenter may award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest price but mere lowest price will not confer any right for awarding the contract.
- (b) The Indenter reserves the right to accept or reject any one or all Bids and to cancel the bidding process and reject all Bids at any time prior to the award of the contract.
- (c) The indenter reserves the right to cancel the contract any time without assigning any reason.

**Principal**  
Jabalpur Engineering College,  
Jabalpur (M.P.) 482011, India