



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

Web: www.jecjabalpur.ac.in
E-mail: principal@jecjabalpur.ac.in

Telephone: 91-761-2331953
Fax: 91-761-2431355

E-Tender Document for Supply of Structural Engineering Laboratory Equipments

Tender Number	:	MPJEC/CE/Civil/2022/002
Publishing Date	:	27-01-2022 at 12:30 PM (FriDay)
Document download / Sale start Date	:	27-01-2022 at 12:30 PM (Fri day)
Pre bid Meeting Date & Time	:	03-02-2022 (thurdday) at 2:00 PM at Principal Office, Jabalpur Engineering College, Jabalpur (M.P.)
Bid Submission Start Date	:	04/02/2022 at 11:00 AM (friday)
Bid Submission Closing Date	:	11-02-2022 at 05:00 PM (friday)
Time and Date of Bid Opening	:	14-02-2022 at 02:00 PM (Monday)
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 1,00,000/- (Online submission through e-procurement portal)

Inviting Bid for Structural Engineering 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 30 days from the supply order date	Civil Engineering Department JEC, Jabalpur

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

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

Cover -I: Annexure-1 is mandatory submission. Cover A contains EMD in online receipt “Principal, Jabalpur Engineering College, Jabalpur” amount Rs. 1,00,000/- (Rupees One lack only). Venders registered under NSIC/MSME/ DIC are exempted from EMD as per rule by Govt. of India and MP Govt.

Cover -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.

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

2. Price Bid (Financial Bid)

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

(Bid Price = Itemized 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 six months 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 with payment invoice of last 5 Years to the IIT/NIT/Central Govt./State Govt. organization/reputed private firms/Institutions (Two No. for each concerned Lab) 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.

Details term and conditions is enclosed with document and annexed as Annexure –III.

Jabalpur Engineering College, Jabalpur – 482011
Gokalpur, Jabalpur

Tender No: MPJEC/CE/2022/01

Dated:

Cover-I 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 pay ref No.....

Deposit (EMD) (to be deposited

(b) Date

along with the Tender document)

(c) for Rs.

Place

Signature

Date

Name

Designation

Seal & Signature of the Tenderer

JABALPUR ENGINEERING COLLEGE, JABALPUR – 482011

Ph : 0761-2331953

Fax : 0761-2431355

Tender No./MPJEC/CE/2022/01

Dated:

Cover-II PreQual / Technical TENDER FORM (Annexure 2)

Technical Bid for Supplying Structural Engineering 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
Proprietorship
Partnership
Private Limited
Public Limited
(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 2018-19, 2019-20, 2020-21, 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 2018-19.....
FY 2019-20.....
FY 2020-21.....

10- At least 2 purchase orders of Concern Lab 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	Year	Total amount

11- Are you blacklisted by any Govt. department/PSU/Bank from 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

Structural Engineering Lab

S.No.	Equipment Name	Specification	No.s
1	Data Acquisition system with Standard Accessories	16 channel Data Acquisition system (Capable of recording structural vibration of RCC and Steel structures)	1
		Universal Load cell of capacity 70 Ton	1
		LVDT (stroke 0 - 50 mm)	6
		MEMS Accelerometer	10
		Strain gauge	10
2	Deflection of Curve Members Apparatus	Steel bar of 2.5 cm x 3 mm is used to make the curved members a circle, semicircle with straight portion a quarter of a circle with straight portion. The bottom ends of the members are fixed to the base, under the application of load at free end, its horizontal and vertical deflection is measured with the help of dial gauge. This will help the students to understand moment area theorem. The above instrument complete with Dial Gauge (1 no.), Magnetic stand, weights and supporting stand.	1
3	Deflection of Truss Apparatus	The apparatus consists of 4 panels of a PRATT truss each panel being 40 cm horizontally and 30 cm vertically. Load can be applied on each panel point. All tension members are provided with detachable sprints so as to obtain appreciable deformation of the member. Direction of diagonal members may be changed. The apparatus can be used to illustrate visually the nature of forces set up in various members of the truss. The above instrument complete with Dial Gauge (1 no.), Magnetic stand, weights and supporting stand	1

4	Laboratory Column Apparatus	<p>Four spring steel columns 15 cm long and .5mm x 1cm in cross section are made and put along a vertical wooden board. These four columns have got different end conditions as below: Both ends pinned Both ends fixed One end pinned and other fixed One end fixed and other end free</p> <p>Load may be applied at the top of these columns increasing gradually. At certain stage of loading the columns show abnormal deflections and give the buckling load. Deflected shapes of the columns may also be traced over the paper fixed on wooden board. Points of deflection can easily be located on the trace. This will give a clear picture of the equivalent length of different types of columns. Load causing buckling can be measured in each case which will illustrate the importance of types of end supports on load bearing capacity of the columns. The above instrument complete with weights and supporting stand.</p>	1
5	Pin jointed Bar truss apparatus	<p>Three suspension members (spring balances) of different stiffness are jointed at a point to form the redundant joint. The upper end of the suspension members being tied in position to a vertical wooden board arrangement is provided to apply a vertical load at the joint and to measure its horizontal and vertical displacement of a paper and also elongations and forces in the suspension members. The above instrument complete with Dial Gauge (1 no.), Magnetic stand, weights and supporting stand.</p>	1

6	Three hinged Arch	<p>The model has a span of 100 cm and vides 25 cm with hinges at supports and crown. One of the ends rests on rollers. Load is applied at various points equidistant along the horizontal span of the arch. This being a statically determinate structure the horizontal thrust developed under the action of any load system can be theoretically calculated & will also be measured directly by neutralizing the outward movement of the roller end. The experiment clearly illustrates the development of horizontal thrust in arches. The above instrument complete with weights and supporting stand.</p>	1
7	Unsymmetrical Bending Apparatus	<p>Angle size 1" x 1" x 1/8" or in equivalent metric units of length 80 cm is tied as a cantilever fixed at one end. Arrangement is provided at the fixed end to rotate the angle such that the principal axes of its cross section may be inclined at any angle with the horizontal and vertical planes arrangement is provided to apply vertical load at the free end of tee cantilever and to measure horizontal and vertical deflection of the free end. The above instrument complete with Dial Gauge (1 no.), Magnetic stand, weights and supporting stand.</p>	1
8	Maxwell Reciprocal Apparatus	<p>Consisting of a beam 100 cm long and 1.25 cm x 4 mm in cross section with graduations every 10 cm along the length, it is supported on two knife edge supports 70 cm apart with a 30 cm over hang on one side. Reciprocal theorem can be verified by direct measurements of the deflection of various points with the help of dial gauge due to a load placed at the reciprocal points. The above instrument complete with Dial Gauge (1 no.), Magnetic stand, weights and supporting stand.</p>	1

9	Fatigue Testing Machine	Max. bending moment (Kg. cm) 200, Bending moment adjustable (Kg.cm) 25 – 200, Ranges : I - Kg.cm 25- 125 II - Kg.cm 125-200, Gripping dia of specimen (mm) 12, Testing dia of specimen (mm) 8, Rotating speed in RPM 4200, Accuracy of applied bending moment $\pm 1\%$, Mechanical Counter: No. of digits 3, Multiplying factor 6, Power required in HP 0.5, Main Supply 3ph 440v 50hz, Overall size (mm) 1000LX500WX600 H, Weight (Kg) 120	1
10	Spring Testing Machine	Capacity 200 Kg, Width between Columns 160 mm, Maximum Crosshead Travel 160 mm, Force Measuring Resolution 10 gm	1
11	Izode Impact Testing Machine	Maximum Capacity: 300J (Charpy) & 168J (Izod), Minimum Scale Graduation: 0.5J, Overall Size: 1.1m x 0.45m x 1.65m (H), Net Approx. Weight: 375 K	1
12	Torsion testing Machine	Max. Torque Capacity (Nm): 100, Torque Range (Nm): 12, 30, 60 Nos. of Division on dial 500, Test Speed and Direction 1.5 RPM Reverse, Clearance between grips (mm) 0-400, Grips for square bar (mm) 3-6, 6-9, 9-12	1
13	Two point load frame	Portal frame should make up of M.S. plate of rectangular section. Frame is provided with a provision to achieve different end conditions viz. hinged, roller & fixed. The size of portal may be 40cm x 60cm. Portal should have a provision for pulley arrangement and hook arrangement for horizontal loading at different positions. The above instrument complete with Dial Gauge (1 no.), Magnetic stand and weights	1
14	Begg's Deformer set	Meant for analysis of structures, this Instrument is manufactured to great precision and provides almost durability under constant use. Few of the cases are: Arch bridges in which the deck beams are supported by columns are monolithic with arch rib. Wind stresses in tall orifice buildings, locomotive frames cellular foundation mats and large penstocks etc.	1

Jabalpur Engineering College, Jabalpur – 482011 Gokalpur, Jabalpur

Tender No: MPJEC/CE/2022/01

Dated: / / 2022

Cover-III Financial Bid Form (Annexure 4)

Financial Bid For supplying Structural Engineering 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	Amount without tax (Including 1 Years Warranty + Installation and Onsite training to staff + Manuals) In Figures To be entered by the Bidder Rs.	GST as applicable In Figures per Qty To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes
1					
2					
3					
4					

Place

Signature

Date

Name

Designation

Signature & Seal of the Bidder: _____

Jabalpur Engineering College, Jabalpur 482011
Gokalpur, Jabalpur

Tender No: MPJEC/CE/2022/01

Dated: / /2022

Check List of Attested Copies of Documents

(All documents are compulsory to be submitted with the Bid *Online only*)

(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 seal scan copy of Fee Cover form specified in Annexure 1	Yes/No
2	Scan Copy of EMD online payment receipt for Rs. 1 lakh or EMD exception certificate Valid Registration under MSME/NSIC / DIC (Applicable for EMD exempted vendors for Laboratory equipments) (Cover I)	Yes/No
3	Signed and seal scan copy of PreQual / Technical tender form in Annexure 2	Yes/No
4	Signed and seal Scan Copy of OEM / authorized distributor / authorized dealer certificate	Yes/No
5	Signed and seal scan copy Permanent Account Number and GST Registration	Yes/No
6	Signed and seal scan Copies of Income Tax returns of FY 2018-19, FY 2019-20, FY 2020-21	Yes/No
7	Affidavit regarding the agency was not blacklisted by any Govt. organization during last three (03) years	Yes/No
8	Signed and seal scan copy of CA certified Annual Turnover FY 2018-19, FY 2019-20, FY 2020-21 with minimum turnover of Rs. 25 lakhs every year	Yes/No
9	Signed and seal scan copy of at least 2 purchase orders of Concern Lab	Yes/No
10	Technical Tender specified in Annexure 3 along with printed catalog & photographs as per tender document	Yes/No
11	Signature & Seal of the tenderer at all pages of tender document	Yes/No
12	Price Bid (Financial Bid Form in Annexure 4) Online Only	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 (FY 2018-19, FY 2019-20, FY 2020-21)

Annual turnover of the last three financial years (FY 2018-19, FY 2019-20, FY 2020-21) not less than Rs. 25 Lakh per Year.

At least 2 purchase orders of Concern Lab 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.

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 10 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 cashier's check, certified check, or demand draft.

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 12 months 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, GST, 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 The cost of tender document will be submitted online through e-procurement portal.

Bid Security & Performance Security

The Bidder shall deposit Rs.1,00,000/- (Rupees One Lakh only) online in favor of Principal, Jabalpur Engineering College, Jabalpur (M.P.) 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 12 months 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.1,00,000/- (Rupees One Lakh only) 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 12 Months 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