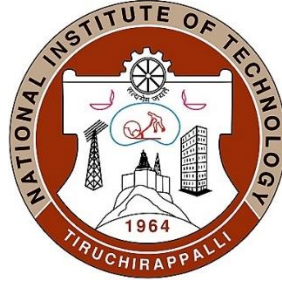


NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Administrative Office

Web: www.nitt.edu

Phone: 0431-2503052, 3056



Tender Document (e - Procurement)

Tender Notification No	:	NITT/F.NO.11/REV.EXP.31/2019-20/S&P (OTHERS)
Date	:	20.06.2019
Name of the Department	:	Administrative Office
Name of the component	:	Tender for Providing Manpower Services at National Institute of Technology, Tiruchirappalli.
Quantity required	:	As per the Schedule of Requirements.
EMD Amount	:	Rs.5,00,000
Last Date & Time of submission of Tender	:	17.07.2019(03.00PM)
Address for submission of Tender	:	THE DIRECTOR, NIT TIRUCHIRAPPALLI- 15 KIND ATTENTION TO: Dr.C.Sathiya Narayanan, Associate Dean(Faculty Welfare), National Institute of Technology,Tiruchirappalli, Administrative Office
Date & Time of opening of technical bid	:	18.07.2019(03.00PM)

Checklist for Bid / Tender Submission

(The following check-list must be filled in and submitted with the bid documents)

Sl.No.	Particulars	Yes / No
1.	Have you attached the Technical bid form duly filled in appropriately?	
2.	Have you attached a copy of documents listed in the Pre qualification details Bidder Eligibility criteria as per the section-IV ?	
3.	Have you attached the copies of relevant work orders from Govt. Depts. / PSUs and Central Autonomous Bodies?	
4.	EMD: Have you submitted EMD asked for (as specified in BDS).	
5.	Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial unpriced bid?	
6.	Have you submitted the bids both techno commercial unpriced and priced bid separately for each tender?	
7.	Have you enclosed the statement of deviations from financial terms and conditions, if any?	
	PRICE BID	
1.	Have you signed and attached the priced bid form?	
2.	Have you attached the schedule of requirements duly priced?	

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Part - 1 Bidding Procedures

NIT, Tiruchirappalli

Section I: Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

1. Possession of valid Digital Signature Certificate (DSC) and enrollment / registration of the contractors / bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
2. Bidder should register for the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment / registration, the bidders should provide only valid and true information including valid E-mail id. All the correspondence shall be made directly with the contractors/bidders through E-mail id as registered.
3. Bidder need to login to the site through their user ID / password chosen during enrollment / registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken / SmartCard, should be registered.
5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
6. Contractor / Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
8. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bid online.
9. Bidder may log in to the site through the secured login by the user id / password chosen during enrolment / registration and then by submitting the password of the e-Token / Smartcard to access DSC.
10. Bidder may select the tender in which he / she is interested in by using the search option and then move it to the ‘my tenders’ folder.
11. From my tender folder, he / she may select the tender to view all the details uploaded there.
12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked ; otherwise, the incomplete bid shall stand rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and ordinarily it shall be in PDF /xls / rar / jpg / dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be veryfast.
14. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “My Space option” and these can be selected as per tender requirements

and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

15. Bidder should submit the Tender Fee / EMD as specified in the tender. The hard copy should be posted / couriered / given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
17. The details of the DD / any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
18. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.

PRICE BID

21. If the price bid format is provided in a spread sheet file like BoQ_XXXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid / BOQ template shall not be modified / replaced by the bidder ; else the bid submitted is liable to be rejected for the tender.
22. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
23. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.

EVIDENCE FOR ONLINE BID SUBMISSION

24. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric

encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone : **1-800-233-7315, 0120-4001005** or send an E-mail to cppp-nic@nic.in.

NIT, Tiruchirappalli

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Section II. Instructions to Bidders

	A.General	
1	SCOPE OF BID	
		Contract for providing manpower on outsourcing basis in NIT Tiruchirappalli as per qualification, pay structure and job requirements of each category of such staff on contract basis as per details mentioned in the tender document subject to fulfillment of other terms and conditions of the Agreement.
2	ELIGIBLE BIDDERS	
	2.1	A Bidder may be a firm, a company, a Limited Liability Partnership (LLP), a government-owned entity or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement.
	2.2	In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and during the contract execution in the event the JV is awarded the contract.
	2.3	A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
	a	directly or indirectly controls, is controlled by or is under common control with another Bidder; or
	b	receives or has received any direct or indirect subsidy from another Bidder; or
	c	has the same legal representative as another Bidder; or
	d	has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
	e	Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid shall result in the disqualification of all Bids in which such Bidder is involved. This, however does not limit the inclusion of the same subcontractor in more than one bid; or
	f	Has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract.
	2.4	A foreign firm and individual may be ineligible if as a matter of law or regulations, India prohibits commercial relations with the country of bidder.

	2.5	A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
3	CONTENTS OF BIDDING DOCUMENT	
	3.1	The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.
	3.2	The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
	3.3	Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre- Bid meeting (if any), or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
	3.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as required by the Bidding Documents.
4	CLARIFICATION OF BIDDING DOCUMENTS, SITE VISIT, PRE-BID MEETING	
	4.1	A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS.
	4.2	The Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods. The costs of visiting shall be at the Bidder's own expense
	4.3	The Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
	4.4	The Bidder is advised to submit any questions in writing to reach the Purchaser not beyond one week preceding the meeting.
	4.5	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting. Absence in the pre-bid meeting shall not be a cause for disqualification of a Bidder.
5	Amendment of Bidding Document	
	5.1	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, modify the bidding documents by corrigendum. In case of e-procurement, corrigendum / amendment shall be published on https://eprocure.gov.in/eprocure/app .
	5.2	Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser. The Purchaser shall also promptly publish the addendum on the Purchaser's webpage.

	5.3	The Purchaser may, at its discretion to give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, extend the deadline for the submission of bids.
C.PREPARATION OF BIDS		
6	LANGUAGE OF BID :	
	The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.	
7	Documents Comprising the Bid The tender/Bid shall be submitted online in two part, viz., Technical Bid and Commercial Bid.	
	7.1	<p>TECHNICAL BID</p> <p>The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:</p> <p>The bidders are required to submit the following self-certified copy of documents along with the Technical bid. The documents are:-</p> <ol style="list-style-type: none"> a) Scanned copy of DD/NSIC Certificate on account of Earnest Money Deposit (EMD). c) Bidder's General Information Annexure-1 along with the documentary proof. d) Bidder's Eligibility Criteria along with the Documentary proof. e) No Deviation Confirmation f) Declaration on the Company letter head stating acceptance of the terms and Conditions mentioned in the tender documents. g) Additional documents, if any. <ol style="list-style-type: none"> A. Proof of office address (telephone bill, electricity bill etc.) B. Service Tax Registration number C. Provident Fund Registration number D. ESI registration number E. GST Number F. Details of Bank Account of the firm. A cancelled cheque of the account of the firm to be enclosed. G. Certificate of Registration of firm. H. Professional tax registration number I. Annual Turnover Certificate of last 3 financial year duly certified by the Chartered Accountants, Income Tax Return and Audited Balance Sheet. J. Not blacklisted certificate in the form of affidavit. K. Labour Department Registrations certificate L. Declaration on the firm's letter head that the bidder has understood all the points and agrees to comply. M. Any other relevant documents that the bidder would like to submit <p style="text-align: center;">All the above documents must be of the bidding firm and valid for</p>

		last Three (3) years. No documents of any other sister concern or principal company is acceptable. Authorization obtained from other firms will NOT be acceptable and such bid(s) shall be rejected.
	a	Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;
	b	Scanned copy of documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted and the Bidder's eligibility to bid;
	c	Scanned copy of <ul style="list-style-type: none"> i. documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin and ii. conform to the Bidding Documents, and iii. any other document required in the BDS;
	d	Scanned copy of Pre-Qualification Details as per Section-IV like PAN/GST etc.
	e	EMD Returning Form.
	f	Mandate Form For Electronic Fund Transfer/RTGS Transfer.
	j	Technical Bid. All the original documents as well as the original payment instrument like Demand Draft/Bank Guarantee /Pay order or banker cheque of any scheduled bank against EMD, samples as specified in this tender document have to be sent to the address of the Purchaser mentioned in Bid Data Sheet (BDS) by speed post/courier/by hand on or before bid Submission closing date & time. Beyond that the tender shall be summarily rejected without assigning any reason.
	7.2	COMMERCIAL BID The commercial bid comprises of: <ul style="list-style-type: none"> i. Scanned copy of Tender Form (Price Bid) ii. Price BID in the form of BoQ_XXXXX.xls. iii. Scanned copy of item wise break up of price bid. The Price bid format is provided a BoQ_XXXXX.xls along with this Tender Document at https://eprocure.gov.in/eprocure/app . Bidders are advised to download this BoQ_XXXXX.xls and quote their offer/rates in the prescribed column. Bidders can quote Basic Price in INR or CURRENCY (for other than INR) but it is mandatory to quote taxes/levies in INR only, in the prescribed column and upload the same in the commercial bid.
	7.3	The Bidder shall furnish in the Tender Forms information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
8		Tender Forms (Technical and Price) and Price Schedule(BOQ) Tender Forms and Price Schedules (Bill of Quantity-BOQ) shall be prepared using the relevant forms furnished in Section IX, Bidding Forms and BOQ provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
9		Alternative Bids Unless otherwise specified in the BDS, alternative bids shall not be considered

10	10.1	Bid Prices and Discounts The prices and discounts quoted by the Bidder in the Tender Forms and in the Price Schedules (BOQ) shall conform to the requirements specified as under.
	a	All lots (contracts) and items must be listed and priced separately in the Price Schedules (BOQ).
	b	The price to be quoted in the Tender Forms shall be the total price of the bid, excluding any discounts offered.
	c	The Bidder shall quote any discount and indicate the methodology for their application in the Tender Forms.
	d	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
	10.2	Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time.
	10.3	Prices shall be quoted as specified in each Price Schedule (BOQ) as provided. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
	a	For Goods manufactured in India: 1. GST payable on the Goods, if the contract is awarded to the Bidder ; and 2. The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS ;
	b	For Goods manufactured outside India, to be imported 1. The price of the Goods quoted under Carriage and Insurance Paid (CIP) Model up to named place of destination in India as specified in the BDS ; 2. The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;
	c	For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements: 1. The price of each item comprising the Related Services (inclusive of any applicable taxes)
11		Currencies of Bid and Payment: The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS. The Bidder shall quote in Indian Rupees.

12	12.1	Documents Establishing the Eligibility and Qualifications of the Bidder To establish Bidder's their eligibility, Bidders shall complete the Tender Form (Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX, Bidding Forms.	
	12.2	The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:	
		a	that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IX, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India;
		b	that, if required in the BDS, in case of a Bidder not doing business within India, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;
13	13.1	Period of Validity of Bids Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.	
	13.2	In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. A Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD). A Bidder acceding to the request will neither be required nor permitted to modify the bid.	
14	14.1	Bid Security The Bidder shall furnish as part of its bid, a bid security, as specified in the BDS, in original form the amount and currency as specified in the BDS.	
	14.2	If a bid security is specified, the bid security shall be a	
		a	Demand Draft
		b	An unconditional guarantee issued by a Bank. of a reputed source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside India, the issuing financial institution shall have a correspondent financial institution located in India to make it enforceable The bid security shall be valid for forty five (45) days beyond the original validity period of the bid, or beyond the extended period.
	14.3	If a Bid Security is specified, any bid not accompanied responsive Bid Security, shall be rejected by the Purchaser as non-responsive.	
	14.4	The successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.	
	14.5	The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.	
	14.6	The Bid Security of the bidder may be forfeited or the Bid Securing Declaration executed:	
		a	if he withdraws from the bid during the period of bid validity specified by the Bidder on the Tender Forms, or any extension thereto provided by the Bidder ; or
		b	if he being successful Bidder fails to: <ul style="list-style-type: none"> i. sign the Contract; or ii. furnish a performance Security

D.SUBMISSION AND OPENING OF BIDS		
15		Sealing and Marking of Bids: The Bidder shall submit the bids electronically, through the e-procurement system (https://eprocure.gov.in/eprocure/app). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.
16		Deadline for Submission of Bids: The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
17		Late Bids: The e-Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission
18		Withdrawal, Substitution, and Modification of Bids: A Bidder may withdraw, substitute, or modify its bid on the e-procurement system before the date and time specified but not beyond. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Tender Forms or any extension thereof Modification/Withdrawal of the Bid sent through any other means shall not be considered by the Purchaser.
19	19.1	Bid Opening: The Purchaser shall open the bids as per electronic bid Opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e- procurement system. Specific bid opening procedures are laid down at https://eprocure.gov.in/eprocure/app under the head “Bidders Manual Kit”. The tenderer/bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those tenderers shall be opened whose technical bids qualify.
	19.2	The withdrawn bid will be available in the system therefore will be considered, if bidder once withdraws the bid then he will not be able to participate in the respective tender again. Modification to the bid shall be opened and read out with the corresponding bid. Only bids that are opened and read out at bid opening shall be considered further.
	19.3	The Purchaser shall prepare a record of the bid opening that shall include; the name of the Bidder; whether there is a withdrawal, substitution, or modification; the Bid Price including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present in the office of the Purchaser to witness the bid opening shall be requested to sign the record. The omission/refusal of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be made available on the e-procurement system.
E. Evaluation and Comparison of Bids		
20	20.1	Confidentiality: Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders.
	20.2	No Bidder 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. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing.

	20.3	Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
21	21.1	To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids.
	21.2	If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification its bid may be rejected.
22	22.1	Determination of Responsiveness: The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
	22.2	A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission.
	22.3	The Purchaser shall examine the technical aspects of the bid submitted in accordance with instructions specified in tender document, in particular, to confirm that all requirements enumerated in the 'Schedule of Requirements' Section-VI have been complied with, without any material deviation or reservation or omission.
	22.4	If a bid is not responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation or omission.
23		Conversion to Single Currency: For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.
24		Margin of Preference: Unless otherwise specified in the BDS, a margin of preference shall not apply.
25	25.1	Evaluation of Bids: The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	25.2	To evaluate a Bid, the Purchaser shall consider the following:
	a	Evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price.
	b	price adjustment due to discounts offered;
	c	converting the amount resulting from above, if relevant, to a single currency
	d	price adjustment due to quantifiable nonmaterial nonconformities in;
	25.3	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	25.4	The Purchaser's evaluation of a bid shall exclude and not take into account:
	a	In the case of Goods manufactured in the India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
	b	in the case of Goods manufactured outside India, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
	c	any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

	25.5	The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.
26		Comparison of Bids: The Purchaser shall compare the evaluated prices of all substantially responsive bids established to determine the lowest evaluated bid. The comparison shall be on the basis of CIP-Carriage and Insurance Paid to (place of destination) prices for imported goods and EXW – Ex Works (named place of delivery) prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within India, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
27	27.1	Qualification of the Bidder: The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria.
	27.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
	27.3	An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
28		Institutes Right to Accept any Bid and to Reject any or all bids: The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
F.AWARD OF CONTRACT		
29		Award Criteria: The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided the Bidder is determined to be qualified to perform the Contract satisfactorily.
30		Purchasers Right to vary Quantities at Time of Award: At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
31	31.1	Notification of Award: Prior to the expiration of the period of bid validity, the Purchaser shall, notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.

	31.2	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
	31.3	The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.
32	32.1	Signing of Contract: Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
	32.2	Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
	32.3	Notwithstanding anything contained in clause 32.2, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
33	33.1	Performance Security: Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the General Conditions of Contract (GCC), using for that purpose the Performance Security Form included in Section-X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in India.
	33.2	Failure of the successful Bidder to submit the above- mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
34		EMD EXEMPTION: The Institute may accept bids without EMD from those bidders who are registered with the Micro and Small Industries (MSME), National Small Industries Corporation (NSIC), PSU's or the concern Ministry or Department as Manufacturer as per Govt. guidelines. To claim the exemption, the bidder must be offering goods manufactured by themselves or providing relevant services. Exemption will not be granted in case the bidder is acting as an agent for some other vendor.

Section III. BID Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). In case of inconsistency, the provisions herein shall prevail over those in ITB.

Sl. No.	A. General
1.	The reference number of the Invitation for Bids is NITT/F.NO.11/REV.EXP.31/2019-20/S&P(OTHERS) Dated : 20.06.2019
2.	The Purchaser is The Director, NIT Tiruchirappalli. Kind Attention To : Dr.C.Sathitya Narayanan, Associate Dean(Faculty Welfare), National Institute of Technology, Tiruchirappalli, Administrative Office
3.	Maximum number of members in the JV shall be:-

Sl. No.	B. Contents of Bidding Documents
4.	For Clarification of bid purposes only, the Purchaser's address is Administrative Office, National Institute of Technology, Tiruchirappalli, 620015 Attention : Dr.C.Sathitya Narayanan, Associate Dean(Faculty Welfare) National Institute of Technology, Tiruchirappalli, Administrative Office Address : National Institute of Technology, Tiruchirappalli, Floor / Room number : - City : Tiruchirappalli ZIPCode : 620015 Country : India Telephone : +91 431 2503052, 3056,3075 E-Mail : csathiya@nitt.edu, stores@nitt.edu
5.	Web page : https://eprocure.gov.in/eprocure/app
6.	A site visit shall not be organized by the purchaser.
7.	A Pre-Bid meeting date and venue : 26.06.2019(03.00PM) Administrative Office, National Institute of Technology, Tiruchirappalli.

Sl. No.	C. Preparation of Bids
1.	The language of the bid is : English. All correspondence exchange shall be in English. Language for translation of supporting documents and printed literature is English.
2.	The Bidder shall submit the following additional documents in its bid: NA
3.	Alternative Bids shall not be considered.
4.	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
5.	Place of Destination: is National Institute of Technology, Tiruchirappalli, 620015.
6.	Final destination (Project Site):National Institute of Technology,Tiruchirappalli, Administrative Office, National Institute of Technology, Tiruchirappalli, 620015.
7.	The prices shall be quoted by the bidder in : Indian Rupee / Foreign Currency of Principal's Country (Preferably in Indian Rupees) The Bidder is required to quote in Indian Rupees (INR), the portion of the bid price that corresponds to expenditures incurred in Indian Rupees(INR).
8.	Manufacturer's authorization is Required
9.	After sales service is Required.
10.	The bid validity period shall be 120 Days.
11.	EMD / Bid security Rs.5,00,000 shall be paid by the way of Demand Draft (DD) / Bank Guarantee (BG) in favor of The Director, National Institute of Technology, Tiruchirappalli and should be valid for a period of 45 days beyond the BID validity period. All tenders received without EMD / Bank Security shall be rejected
12.	Other types of acceptable securities: NA

Sl. No.	D. Submission and Opening of Bids
1.	<p>For bid submission purposes only, the address is Assistant Registrar (S&P), Stores and Purchase Section, National Institute of Technology, Tiruchirappalli, 620015.</p> <p>Attention : Dr.C.Sathitya Narayanan, Associate Dean (Faculty Welfare)</p> <p>StreetAddress : National Institute of Technology, Tiruchirappalli,</p> <p>City : Tiruchirappalli</p> <p>ZIP/PostalCode : 620 015</p> <p>Country : India</p> <p>The deadline for bid submission is :</p> <p>Date and Time : 17.07.2019(03.00PM)</p> <p>The electronic bidding opening procedures shall be as given in Section I-Instructions for Online Bid Submission.</p>
2.	<p>The bid opening shall take place at : Stores and Purchase Section, National Institute of Technology, Tiruchirappalli-620015.</p> <p>StreetAddress : National Institute of Technology, Tiruchirappalli</p> <p>Floor / Roomnumber : Admininstrative Block</p> <p>City : Tiruchirappalli</p> <p>Country : India</p> <p>Date and Time : 18.07.2019(03.00PM)</p> <p>The electronic bidding opening procedures shall be as given in Section I - Instructions for Online Bid Submission.</p>

Sl. No.	E. Evaluation and Comparison of Bids
1.	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is : Indian Rupees</p> <p>The source of exchange rate shall be : Reserve Bank of India.</p> <p>The date for the exchange rate shall be: Last day for submission of Bids.</p>
2.	A margin of domestic preference shall apply.
3.	<p>Evaluation criteria:</p> <p>The documents submitted in the technical bid will be evaluated by the Committee. The bidders fulfilling the eligibility criteria mentioned in the tender will be considered for financial evaluation. The bidders do not meet the eligibility criteria will not be considered for further evaluation</p>

Sl. No.	F. Award of Contract
4.	<p>Award of Contract :</p> <p>NIT Tiruchirappalli is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids. The lowest quoted bids may not fetch award of contract if the Committee is not convinced with the details and proofs submitted by the vendors.</p>

Section IV. Prequalification

BIDDER'S ELIGIBILITY CRITERIA:

1. The bidder should be approved/recognized/registered by Govt. of India/State Govt. for providing Manpower Services. Copy of relevant certificate should be attached. Service Provider should have a valid license from competent license authority under the provision of contract Labour Act, 1970 and Contract Labour Central Rules, 1971
2. The bidder must comply with the statutory requirement, such as registration with ESI, EPF, PAN /TIN/TAN & GST etc. and shall **submit proofs thereof.**
3. The bidder must have been in existence for the last five years for providing Manpower services. (Attach copy of relevant certificates, Registration details etc.).
1. The bidder should have successfully completed 3 (three) similar Manpower service contracts having Annual value of each of the contract not less than Rs.50 Lakhs (Rupees Fifty lakhs) and deployed minimum 50 or more Manpower services.
OR
2. The bidder should have successfully completed 2 (two) similar Manpower service contracts having Annual value of each of the contract not less than Rs.75 Lakhs (Rupees Seventy-five lakhs) and deployed minimum 75 or more Manpower services.
OR
3. The bidder should have successfully completed 1 (one) similar Manpower service contract having Annual value not less than Rs.1.50 Crore (Rupees One crore fifty lakhs only) and deployed minimum 100 or more Manpower services.
OR
4. In case of running/ongoing contracts, bidders should submit part completion certificate from the employer for executed value of Rs.1.50 Crore (Rupees One Crore) and deployed minimum 125 or more Manpower services before technical bid opening.
4. The bidder must have implemented/implementing atleast three contracts of deployment of Ministerial Staff, Technical Staff, Lab staff and Labors etc. to NITs/ IITs/ ISC/ ISSER/ IIM during the last 3 years. Copy of agreement must be attached along with good performance certificate of the concerned and clearly mentioning number of manpower deployed and annual value of agreement. The bidder should also inform the financial sources to run the contract.
5. The bidder must have atleast 200 or more workers continuously on roll for the six months. **For proof EPF challan should be submitted.**
6. The Agency/Contractor must have sound financial stability with an average annual turnover of INR 5 Crores (Rupees Five Crores) in preceding three financial years in similar services. (Copy of audited balance sheets and ITR certificates with matching PAN No. must be enclosed).

7. The Agency/Contractor should not have been blacklisted by any Govt., Semi-Govt. Dept., or any other organization. **An affidavit in original (on non-judicial stamp paper duly notarized) to this effect shall be given by the firm along with the Tender Fee & EMD.**
8. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
9. Each **Agency/Contractor** shall submit only one Tender for the entire scope of work. **Agency/Contractor** who submits more than one tender or part tender will be treated as non-responsive & rejected.

NIT, Tiruchirappalli

Section V. Institute against the Corrupt and Fraudulent Practices

Institute strictly adheres to its policy against corruption and requires that bidders and their agents, subagents, sub-contractors, suppliers etc. shall not indulge in any kind of corrupt practices, fraudulent practices, collusive practices, coercive practices, obstructive practices or other kinds of corruption declared as crimes under Indian law.

- a) If bidder or their agents, subagents, sub-contractors, suppliers etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or cancelled as the case may be by the Institute and besides it Institute may initiate legal actions including civil and criminal proceeding.

For the purpose of this provision the terms are defined as follows :

- (i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ;¹
 - (ii) "Fraudulent Practices" is any act or omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid an obligation ;²
 - (iii) "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ;³
 - (iv) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party ;⁴
 - (v) "Obstructive Practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an 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.
- b) Besides actions under clause (a) Institute may also take action to blacklist such bidder either indefinitely or for a specified period.

¹ For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Institute staff and employees of other organizations taking or reviewing procurement decisions.

² For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

³ For the purpose of this sub-paragraph, "party" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

Part - 2
Supply Requirements

NIT, Tiruchirappalli

Section VI. Schedule of Requirements

Contents

1.	List of Goods and Delivery Schedule
2.	List of Related Services and Completion Schedule
3.	Technical Specifications

NIT, Tiruchirappalli

1. List of Manpower Requirements Schedule

S.No	Category of Manpower	Min qualification required	No of Manpower required	Min experience in Years	Category as per Minimum wages Act	No of working Days in a week
1.	Accountant	B.Com	4	1 year	SKILLED	5 days
2.	DEO	Bachelor's Degree in any discipline	68	1 year	SKILLED	5 days
3.	Site Supervisor	Diploma in Engineering	4	1 year	SKILLED	6 days
4.	Technician	Diploma in CSE/IT/Civil/ECE/EEE/ICE/ E&I/I&C/ Chemical/Production/Industrial Engineering/Mechatronics	5	1 year	SKILLED	5 days
5.	Technician Trade	ITI Trade in Electrician/Machinist/ Mechanic Motor Vehicle/Diesel Mechanic/Fitter/ Welder/Turner/ Sheet Metal/ Foundry	2	1 year	SKILLED	5 days
6.	Library information Assistant	B.LIS	7	1 year	SKILLED	5 days
7.	Staff Nurse	Diploma (Nursing)/B.Sc. (Nursing)	8	1 year	SKILLED	Shift basis
8.	Driver	Under Matriculate Valid Driving License (HMV)	1	1 year	SKILLED	
9.	Guest House Manager	Degree in Hotel Management/ Degree in hospitality and Hotel Administration	1	1 year	Highly Skilled	6 days
10.	Personal Assistant	Degree in any discipline	1	1 year	Highly Skilled	5 days
11.	Engineer	Degree in Engineering	12	1 year	Highly Skilled	6 days
12.	Network Engineer	Degree in Engineering (Computer Science Engineering) or /MCA or M.Sc. (Computer Science)	1	1 year	Highly Skilled	6 days

Present Requirement: Skilled :90 Highly Skilled :15

Maximum numbers required: skilled :110, Highly Skilled :22

Annexure-A

DETAILS OF THE PROJECTS UNDERTAKEN BY THE AGENCY FOR A PERIOD OF LAST THREE YEARS

S.N	Name of the project	Client name and address	Project location	Project period as per contract	No. of team members positioned	Project value & No of technical and professional Manpower provided	Start and end date	Brief description of project with details of technical manpower deployed

Note: Technical Specification should be duly filled by the bidder no fields were left blank and appropriate value will be filled. (don't fill it as Yes complied or Yes).

TECHNICAL BID

(To be filled duly signed, stamped and to be uploaded
alongwith the documentary proofs)

For Providing of Manpower support services to NIT, Tiruchirappalli

1.	Name of Tendering Agency with Registration No. & Date issued by appropriate authorities (Please enclose copy of certificate of registration)													
2.	Do you possess trade license issued by Competent Authorities in India? If so, please enclose attested copy.													
3.	Name of Proprietor / Director													
4.	Furnish following particulars of the Registered Office													
	a. Complete Postal Address													
	b. Telephone No.													
	c. Fax. No.													
	d. E-Mail Address													
5.	Furnish following particulars of the Local Branch Office. (if any)													
	a. Complete Postal Address													
	b. Telephone No.													
	c. Fax. No.													
	d. E-Mail Address													
6.	PAN No. (Attach Attested Copy)													
7.	Goods and Service Tax Registration. (Attach Attested Copy)													
8.	Service Tax Details (Attach Attested Copy)													
9.	TIN No. (Attach Attested Copy)													
10.	Financial turnover for the three financial Years. (Please attach copy of certificate by Chartered Accountant in original)													
	<table border="1"> <thead> <tr> <th>Financial Year</th> <th>Amount (In Lakhs)</th> <th>Remarks, if any</th> </tr> </thead> <tbody> <tr> <td>2016 - 2017</td> <td></td> <td></td> </tr> <tr> <td>2017 - 2018</td> <td></td> <td></td> </tr> <tr> <td>2018 - 2019</td> <td></td> <td></td> </tr> </tbody> </table>	Financial Year	Amount (In Lakhs)	Remarks, if any	2016 - 2017			2017 - 2018			2018 - 2019			
Financial Year	Amount (In Lakhs)	Remarks, if any												
2016 - 2017														
2017 - 2018														
2018 - 2019														

(Attach separate sheet if space provided is insufficient)

11.	Give details of the major clients – Educational Institutes/Universities, Government Departments, Research Organizations, to whom same type of services have been provided by the bidder during the last five years in the following format.			
Sl. No	Name & address of the client with details - Name of the contact person, telephone no., Fax no., e-mail id	No. Of Manpower supplied	Work Order/Indent No. & Date	Amount `
1				
2				
3				
4				
5				
(If the space provided is insufficient, a separate sheet may be attached)				
12.	The agency should not have been black listed or banned by any Govt. Department, Government Organization, PSU, University, Autonomous Institute etc. A notarized certificate to this fact should be enclosed with techno-commercial bid as per Annex. V			
13.	Are you an ISO 9001: 2008 certified company? If so, please attach a copy of the certificate.			
14.	Please specify the minimum time required to start the job contract from the date of receipt of the Work Order			
15.	Additional information, if any (Attach separate sheet, if required)			
16.	Annexure A to C should accompany the Technical bid.			

Part-3 Contract
Section VII General Conditions of Contract
Table of Clauses

1.	Definitions
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3.	Corrupt and Fraudulent Practices
4.	Interpretation
5.	Language
6.	Joint Venture, Consortium or Association
7.	Eligibility
8.	Notices
9.	Governing Law
10.	Settlement of Disputes
11.	Obligations During Arbitrations
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14.	Supplier's Responsibilities
15.	Contract Price
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17.	Taxes and Duties
18.	Performance Security
19.	Copyright
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21.	Subcontracting
22.	Specifications and Standards
23.	Packing and Documents
24.	Insurance
25.	Transportation and Incidental Services
26.	Inspections and Tests
27.	Liquidated Damages
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29.	Patent Indemnity
30.	Force Majeure
31.	Change Orders and Contract Amendments
32.	Extensions of Time
33.	Termination
34.	Assignment

Section VII General Conditions of Contract	
1	Definitions: The following words and expressions shall have the meanings hereby assigned to them:
a	“NITT” means National Institute of Technology, Tiruchirappalli established under societies Registration Act XXVII of 1975.
b	“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.
c	“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
d	“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.
e	“Day” means calendar day.
f	“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
g	“GCC” means the General Conditions of Contract.
h	“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
i	“The Project Site,” term where applicable, means the place of work named in the Special Conditions of Contract (SCC).
j	“Purchaser” means faculty, department and other entities of the competent for purchasing Goods and Services, as specified in the SCC.
k	“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
l	“SCC” means the Special Conditions of Contract.
m	“Subcontractor” means any 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.
n	“Supplier” means the 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.
o	“The Project Site,” where applicable, means the place named in the SCC.

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	Corrupt and Fraudulent Practices: The Institute requires compliance with its policy against the corrupt and fraudulent practices as set forth Section- V The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
4	Interpretation
4.1	The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
4.2	Amendment No amendment or other variation of the Contract shall be valid unless it is reduced to writing, dated, expressly refers to the Contract, and is signed by the duly authorized representative of each party thereto.
4.3	Non waiver
	a Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
	b Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
4.4	Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
5	5.1 Language: The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in any language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, such translation shall govern.
	5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
6	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 fulfilment 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.

7	7.1	Eligibility: The Bidder should not have been declared insolvent by the competent court.
	7.2	The Bidder should not be disqualified for contract under the law of the India.
	7.3	The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law or any other Law for the time being in-force.
	7.4	The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. Nationality must be disclosed by the supplier
	7.5	All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
8	8.1	Notices Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
	8.2	A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
9	9.1	Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.
	9.2	Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
	a	Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
	b	by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
10	10.1	Settlement of Disputes 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.
	10.2	If 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 settle the issue by arbitration, as hereinafter provided, as to the matter in dispute, no arbitration in respect of the matter be commenced unless such notice is given in accordance with this Clause for the final settlement of the matter. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
	10.3	All questions, disputes and differences arising shall be referred by the The Director, National Institute of Technology, Tiruchirappalli to the sole arbitrator for arbitration under the provision of the Arbitrations and Conciliation Act, 1996.
11		Obligations During Arbitrations Notwithstanding any reference to arbitration in Clause 10,

		a	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
		b	the Purchaser shall pay any amount due to the Supplier.
12		Scope of Supply The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.	
13		Delivery and Documents Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.	
14		Suppliers Responsibilities The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.	
15		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, with the exception of any price adjustments authorized in the SCC.	
16	16.1	Terms of Payment Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies appropriate to the requirement made. However, in following cases advance payments may be made if specified in SCC:	
		a	Advance payment demanded by firms holding maintenance contracts for servicing of Air-conditioners, computers, other costly equipment, etc.
		b	Advance payment demanded by firms against fabrication contracts, turnkey contracts etc.
		c	Such advance payment should not exceed the following limits: - Thirty percent of the contract value to private firms;
		d	Forty percent of the contract value to a State or central Government agency or a Public Sector Undertaking; or
		e	In case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.
	16.2	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.	
	16.3	Payments shall be made promptly by the Purchaser, within ninety (90) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it	
	16.4	The currencies in which payment shall be made to the supplier under this contract shall be Indian currency unless otherwise agreed.	
17	17.1	Taxes and Duties 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.	

	17.2	For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
	17.3	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent or country or origin, the supplies shall provide benefit from any such tax sowing to the purchaser.
	17.4	GST Concession for Items Purchased for Research Purpose If the item/product purchased for research purpose the institution has a GST exemption of 5% as per vide no:45/2017 and 47/2017
18	18.1	Performance Security: If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC
	18.2	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.
	18.3	As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
	18.4	Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligation.
	18.5	Bid security shall be refunded to the successful bidder within 30 days of receipt of performance security.
19		Copyright 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.
20	20.1	Confidential Information The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
	20.2	The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
	20.3	The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
	a	Now or hereafter enters the public domain through no fault of that party;

		b	can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
		c	otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
	20.4		The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
	20.5		The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
21	21.1		Subcontracting The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later on shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
	21.2		Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
22	22.2		Specifications and Standards Technical Specifications and Drawings
		a	The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section-VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin or India.
		b	Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
23	23.1		Packaging and Documents 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, 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.
	23.2		The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
24			Insurance Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25	25.1	<p>Transportation and Incidental Services The Supplier is required under the Contract to transport the Goods to a specified place of final destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)</p>
	25.2	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
	a	performance or supervision of 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 a detailed operations and maintenance manual for each appropriate unit of the 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.
	25.3	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 otherwise shall be at the cost of suppliers.
26	26.1	<p>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 the SCC.</p>
	26.2	The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in India as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	26.3	The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
	26.4	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
	26.5	The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier’s reasonable costs and

		expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
	26.6	The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
	26.7	The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier, if permitted by the purchaser, shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
27		Liquidated Damages Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 33.
28	28.1	Warranty 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.
	28.2	Subject to Sub-Clause 22.1(b) of GCC, 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.
	28.3	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 warranty period mentioned by supplier whichever period concludes later unless mutually agreed.
	28.4	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.
	28.5	Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
	28.6	If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; 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.

29	29.1	<p>Patent Indemnity The Supplier shall, subject to the Purchaser’s compliance with GCC Sub-Clause 29.2, 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.</p>
	29.2	<p>If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, 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.</p>
	29.3	<p>The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p>
30	30.1	<p>Force Majeure 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, wars or revolutions ,fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p>
	30.2	<p>If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition 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 possible, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
	30.3	<p>The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p>
31	31.1	<p>Change Orders and Contract Amendments The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p>
	a	<p>drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</p>
	b	<p>the method of shipment or packing;</p>
	c	<p>the place of delivery; and</p>
	d	<p>the Related Services to be provided by the Supplier.</p>
32	32.1	<p>Extensions of Time If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. 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, in which case the extension shall be ratified by the parties by amendment of the Contract.</p>

	32.2	Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.
33	33.1	Termination for Default The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
	a	if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 32;
	b	if the Supplier fails to perform any other obligation under the Contract; or
	c	if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract
		In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
	33.2	Termination for Insolvency The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
	33.3	Termination for Convenience
	a	The Purchaser, by 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.
	b	The Goods that are complete and ready for shipment within twenty-eight (28) 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 : (i) to have any portion completed and delivered at the Contract terms and prices ; and/or (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
34		Assignment Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VIII Special Conditions of Contract

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.

<u>SPECIAL TERMS & CONDITIONS</u>	
1.	RIGHT OF THE OFFICE TO THE BIDS: NIT, Tiruchirappalli reserves the right to accept/reject any or all the BIDS received without assigning any reason whatsoever. The BIDS, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. BIDS, not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.
2.	Period of Contract: The contract will be for a period of 2 (Two) year initially with a trial period of 3 (three) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 9 (Nine) months. In case the services during the trial period are not satisfactory, the contract will be terminated with 30 days' notice. The NIT (TIRUCHIRAPPALLI) may renew/extend the contract to such further period(s), as it may deem proper and in any case not exceeding 3 (three) years from the date of commencement of work, having satisfied with regard to the quality and manner of the Service Provider's performance with the same financial terms and conditions. However, it shall be with consent/written request by the Service Provider in this regard. However, the renewal/extension of the contract beyond one year will be at the discretion of NITT.
3.	CONTRACT SECURITY DEPOSIT. The Successful Bidder has to furnish Security Deposit equivalent to 10% contract value in the form of demand draft drawn in favour of The Director, NITT. Alternatively, 50% of this security deposit can be furnished in the form of Demand Draft and the remaining 50% will be deducted from the monthly bills at the rate 10% of each monthly bill value. The above Security deposit in full or 50%, as the case may be, shall be deposited by the successful Agency/Contractor at the time of signing the contract. The EMD amount can be adjusted against the security deposit.
4.	In case the Service Provider fails in fulfilling the obligations fully and in time, the NIT (TIRUCHIRAPPALLI) shall have the absolute right to take up the work at the Service Provider's cost and risk and recover any and all such expenses from the amounts due to the Service Provider including Security Deposit. The Institute shall have right to impose penalty commensurate with the fault and amount towards damages if any, as finalized by NITT, shall be recovered from the bill and/or security deposit
5.	Local office: The successful bidder should open a local office in Tiruchirappalli or nearby area to NIT Tiruchirappalli. The complete address and contact person details shall be given and all correspondence will be made on this address only. At least one Representative/ Supervisor or above level personnel should be visit the Institute on regular basis at their cost.
6.	New terms: With mutual consent between the NIT Tiruchirappalli and the Contractor any other point can be included in the agreement at the time of its execution.
7.	Manpower Details: The contractor will supply the list of Personnel to be deployed with full particulars such as age, parentage, address, qualification etc. before the commencement of the Agreement.
8.	Manpower bio data: That, the contractor will have to submit copies of the following in respect of each of their employees deployed for the work at NIT Tiruchirappalli: Appointment Letter Bio-data including qualifications etc

	Police Verification certificate
9.	Number of Manpower: The contractor may be required to increase/decrease manpower at agreed rate and terms and conditions as and when required by the NIT Tiruchirappalli
10.	Leave: That, the outsourcing agency would be responsible for maintenance of the leave record of the personal engaged by the agency. The leave applications of the outsourcing manpower would be forwarded to the outsourcing agency and the agency would be responsible to keep record of their leave and follow the relevant rules raise the bill accordingly.
11.	Long leave are not allowed to any manpower deployed by agency, if any manpower takes long leave then NIT Tiruchirappalli may ask to agency to replace the manpower.
12.	Attendance: The attendance of the employees will be entered in the register provided by the Man Power Outsource Agency and in the Aadhaar based Biometric attendance system, who shall mark attendance daily at beginning and at the end of completion of the duties in the NIT Tiruchirappalli office and the payment, shall be made to the contractor on the basis of attendance register. Office timings will be as per Institute norms. In case on certain occasion the office needs to be operated over time, no overtime shall be payable.
13.	The agency must provide I-cards, appointment/experience letters to each employee, clearly mentioned the term and conditions of employment. Contractor should issue salary slips every month to each worker deployed by them. Also, uniform should also be provided to the Laborers, Gardeners etc. by the vendors. The color and texture of the cloth will be decided mutually.
14.	The agency or deployed manpower by agency cannot choose any work or place/office of works. NIT Tiruchirappalli authority may ask any manpower to do work at any places/offices or any time can shift from one office to another based on requirements. Any other miscellaneous work of multi-tasking nature assigned by NIT Tiruchirappalli from time to time.
15.	Representative/ Supervisor or above level personnel should be visit the Institute on regular basis at their cost. who shall receive the instructions from the Officer (to be nominated by the Director of the Institute) from time to time. All such instructions received by the authorized representative on behalf of the Service Provider shall be deemed to have been received by the Service Provider within the scope of this work order.
16.	The Agency/Contractor shall employ adult staff and responsible for proper maintenance of decorum, punctuality, discipline, work output. They shall not disclose any secret official information to any unauthorized person.
17.	The persons employed by the Contractor will not indulge in any unlawful or illegal activities which are against the interests of the NIT Tiruchirappalli.
18.	That in case of any disciplinary inquiry to be conducted against any delinquent personnel provided for by the Contractor to NIT Tiruchirappalli, the same shall be held by the Officer of the Contractor, in consultation with The Director of the NIT Tiruchirappalli.
19.	None of the employees of the Agency/Contractor shall enter into any kind of private work at different locations during working hours.
20.	That no accommodation, any other allowance over and above the amount given to the personnel so employed shall be provided for by NIT Tiruchirappalli under this agreement. NIT Tiruchirappalli is at liberty to change this clause as and when needed.
21.	In the case of highly deserving and experienced candidate (In the 'Highly Skilled' Category) higher wages above the minimum wage may be paid (As per Minimum Wages Act.) with mutual consent (In written form) between NIT Tiruchirappalli & the successful contractor
22.	HRA (If applicable) may be paid for Highly Skilled Category as per notified by the GOI.
23.	The contractor alone shall exercise the control over the personnel deputed and beyond the terms and conditions stipulated herein; the personnel shall be governed by the rules and regulations of the contractor

24.	Based on the requirement of each job, the candidates recommended by the Agency for engagement/deployment will be decided by NIT Tiruchirappalli and decision of the NIT Tiruchirappalli will be final in this regard. In case NIT Tiruchirappalli in its discretion finds any deployed person as not desirable and not suitable for whatever reasons will be at the sole discretion of the NIT Tiruchirappalli and upon so being notified by NIT Tiruchirappalli, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to NIT Tiruchirappalli.
25.	Responsibilities of the Manpower Agency: The workers employed by the Contractor shall be his sole employees and NIT Tiruchirappalli shall not have any relation whatsoever with employees of the Contractor. He will be fully responsible for their acts, conduct and any other liability
26.	The Agency staff shall not be treated as the staff of NIT Tiruchirappalli for any purpose whatsoever. The Agency shall be responsible for strict compliance of all statutory provisions
27.	The Agency/Contractor shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments at his own risk and cost in respect of all staff employed by him and keep NIT Tiruchirappalli indemnified for any action brought against it for any violation/noncompliance of any of the provisions of any of the acts etc..
28.	That, NIT Tiruchirappalli shall not be liable for any default on the part of the contractor on his failure to fulfill the statutory requirements and the liability shall be the contractor's alone
29.	NIT Tiruchirappalli shall have no liability whatsoever towards any other personnel or equipment of the Agency.
30.	The contractor shall be responsible for fulfilling all his obligations towards the person(s) deployed under the labor laws applicable to them: <ol style="list-style-type: none"> 1) Payment of Wages Act 1936, 2) Contract labour (Regulation & Abolition) Act 1970, 3) Minimum wages Act, 4) Employees Provident funds (EPF) Act 1952, 5) Employee State Insurance Act including EDLI, 6) Workmen Compensation Act, 7) Payments of Bonus Act 1965, 8) Payment of Gratuity Act 1972, 9) Industrial Disputes Act, 10) Private Security Agencies (Regulations) Act 2005, National, Casual, Annual Festival, Maternity, Leave Acts, Other labour rules, regulation applicable and amended from time to time as applicable and as amended from time to time or any other rule framed there under from time to time by the Central or State Government and or any authority constituted by or under any Law, for the category of persons deployed by contractor. The rates so allowed to and paid to contractor shall include all such statutory liabilities and no excess amount shall be paid by NIT Tiruchirappalli.
31.	Statutory Payment: That it will be the full responsibility of the contractor to deposit the statutory liabilities as applicable as per rule to the concerned department of the Central / State Government or the controlling agency, duly furnishing a copy to NIT Tiruchirappalli.
32.	The contractor will be responsible for opening individual PF account of the employee if he does not have one and provide him with PF passbook and ESI Card. The contractor should be responsible for linking of UAN's and transfer if any. He needs to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee every month along with bills. And maintain all the Registers and display notices as required under the above mentioned rules and regulations and NIT Tiruchirappalli or his authorized representative shall be entitled to inspect all such records at any time
33.	Minimum wages: The Agency/Contractor shall adhere to the Minimum Wage Rules set by the Ministry of Labour, Government of India, and in the tender application the categories of

	the labour to be engaged should be specified. The Agency will make payment to his staff engaged as per the minimum wages rates for these categories, from time to time
34.	REVISION OF RATE. Effect of revision of Minimum Wage as per Govt. notification will be considered with its pro- rata effect subject to submission of application along with notification by the Agency/Contractor.
35.	The agency must pay salary/monthly wages to its employees within fifth (05th) day of succeeding month as per the Minimum Wages Act. The contractor should make payment to employees posted at NITT through direct transfer to their respective bank accounts The payment to the service provider/agency will be made on the reimbursement basis on production of the proof of the Payment to manpower, challans of ESIC and EPFO,GST to NIT Tiruchirappalli and on producing the duly verified bill in triplicate. “All payments to the Agency will be made on Reimbursement basis on Production of documentary Proof.”
36.	The contractor should pay the exact amount faithfully to the outsourced personnel without any additional deduction other than stipulated through bank transfer and Non-payment of wages by and any malpractice if noticed, will invite a penalty which may lead to termination of contract & blacklisting of the firm or any other decision deemed fit by the Competent Authority. The Agency/Contractor will also be liable to pay the disputed outstanding amount. The NIT, Tiruchirappalli shall not be directly responsible for the payment of wages to the employees. It will be the responsibility of the Agency/Contractor to make regular payment to the workers engaged by him as per the minimum wages applicable to the Central Govt.
37.	That, the contractor will submit the EPF/ESI account of each individual employee appointed on outsource basis showing therein the total deposit of EPF/ESI account in a particular financial year of the Institute for information.
38.	The Contractor shall provide the copies of the relevant records during the period of contract or otherwise even after the contract is over whenever required by NIT Tiruchirappalli.
39.	In case of any loss, theft, etc. caused by or attributable to any of the personnel deployed by the Agency, the NIT Tiruchirappalli shall have the right to claim the damages from the Agency
40.	That the contractor shall be responsible for any loss or damage caused or suffered by NIT Tiruchirappalli on any account of negligence of the personnel supplied for by the contractor. This shall include any physical, financial and vicarious losses. Loss or damage caused to any property of NIT Tiruchirappalli by any act or omission on the part of contractor’s employees/ personnel shall be borne by the contractor. In the eventually or such occurrence of loss or damage, the enquiry shall be made by the officers of the contractor in consultation with the officer of NIT Tiruchirappalli. The decision of The Director NIT Tiruchirappalli shall be treated as final in this regard after the said enquiry.
41.	The Service Provider shall be liable to pay compensation for any loss & damage caused to the property of the NIT (TIRUCHIRAPPALLI) or its Staff Members/Students/Visitors by the Service Provider or his workers.
42.	Service Provider will be fully responsible for any accident or mishaps involving workers engaged by the Service Provider and the Service Provider should meet the claims. The Service Provider shall indemnify the NIT (TIRUCHIRAPPALLI) from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Service Provider. The Service Provider will fully indemnify NIT (TIRUCHIRAPPALLI) against all claims in this regard.
43.	The Contract shall keep the Institute indemnified through a fidelity bond of Rs.500000/- (Rupees Five lakh only) issued by a reputed insurance company against loss caused to the Institute by the employees deployed by the Contractor at various points. The contractor will be liable for paying for any loss caused to the Institute. In case any employee of the Contractor so

	<p>deployed enters into dispute of any nature whatsoever it will be the sole responsibility of the Contractor concerned to contest the same. In case Institute is also made party and is required to counsel fee and other expenses shall be paid to the Institute by the Contractor. Further, the contractor shall ensure that no financial or other legal liability of any nature comes on the Institute in this respect</p>
44.	<p>AGENCY/CONTRACTOR SUBORDINATE STAFF AND THEIR CONDUCT If and whenever any of the Agency/Contractor's employee shall be found guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that, it is undesirable for administrative or any other reason for such person/persons to be employed in the works, the Agency/Contractor if so directed by the competent authority, shall remove such person/persons from employment. Any person/persons so removed from the works shall not again be employed in connection with the works without the written permission of the competent authority of NIT Tiruchirappalli.</p>
45.	<p>Evaluation criteria: The documents submitted in the technical bid will be evaluated by the Committee. The bidders fulfilling the eligibility criteria mentioned in the tender will be considered for financial evaluation. The bidders do not meet the eligibility criteria will not be considered for further evaluation. Price Bid evaluation criteria - The NITT shall compare the offered service charge percentage of all technically qualified bids to determine the lowest service rate of evaluated bid and if any bidders have quoted same service charge percentage then the preference will be given to bidders having highest average annual turnover for the last three financial years, if average annual turnover is also same, then preference will be given to the bidders having more years of experience.</p>
46.	<p>Award of Contract: NIT Tiruchirappalli is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids. The lowest quoted bids may not fetch award of contract if the Committee is not convinced with the details and proofs submitted by the vendors.</p>
47.	<p>NIT Tiruchirappalli reserves the rights to award the contract/work in full or in parts to any Agency and also terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice if the performance of the Agency is found to be Not Satisfactory.</p>
48.	<p>The contractor will be responsible for providing necessary documents and will bear the expenditure incurred on the same</p>
49.	<p>Contract Agreement: A Contract Agreement with all Terms & Conditions stipulated in the Tender has to be signed by both the parties within 15 days of issue of letter of award. The cost of stamp paper etc. will be borne by the Agency. Subsequent extension on satisfactory performance will be at the sole discretion of NIT Tiruchirappalli.</p>
50.	<p>Payment: Generally, payment shall be made on monthly basis within 30 working days after submission of bills with necessary enclosures. However, in case of delay in any particular month due to valid reasons, the contractor should ensure the payment to its employees in time. The contractor should ensure that payment to its employees deployed at NITT is made by 5th of every month, without linking to payment receivable from NITT.</p>
51.	<p>That, all the payments to be made for the services provided by the contractor shall be made directly to the contractor who will raise the bills accordingly on monthly basis. No payments shall be made directly to the personnel so deployed by the contractor.</p>
52.	<p>The contractor will have to enclose the following along with the invoice: Acknowledgement of receipt of wages by employees duly indicating the earnings, deductions towards PF and ESI. Copies of deposit challans of PF, ESI, GST or any other tax levied by Government of previous month.</p>

	Bank statement showing debits from Contractor's bank account towards payment of wages to its employees posted at NITT.
53.	TAXES, DUTIES AND LEVIES. All taxes, duties, levies etc. imposed by the State, Central Government and Local Bodies in connection with this contract shall be borne by the Agency / Contractor except GST which shall be paid by NIT at actuals against documentary proof.
54.	That payment on account of enhancement/escalation charges on account of revision in wages and statutory payments like EPF/ESI contributions by the appropriate Govt. (Central/State) from time to time shall be payable by the NIT (TIRUCHIRAPPALLI) to the Service Provider. No escalation of percentage of Service Provider's Service Charges shall be admissible during the term of the contract.
55.	That, it is further understood and agreed between the parties that any changes in the payments structure viz ESI, PF, Bonus, and service tax etc. as per the change in the law are recoverable from the client within the said statutory provisions of law. The service providers will be raising bill to NIT Tiruchirappalli accordingly. Institute will have all rights to recover the amount paid in excess due to change in statutory provisions if any.
56.	The Institute shall have the right to adjust, readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the Security deposits of the Contractor.
57.	PENALTY. In the event of the Agency/Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, NIT Tiruchirappalli shall make alternative arrangement to do it and the difference of cost incurred by NIT Tiruchirappalli thereby shall be recovered from the Agency/Contractor's unpaid bills and Contractor's Security deposit. Besides, penalty as decided by NIT Tiruchirappalli shall also be levied and recovered.
58.	In case of any deficiency in services by staff so deployed on contract basis, provide lesser number of manpower then the minimum required or in the case of dis-obedience by the staff so deployed on duty, The Director, NIT Tiruchirappalli or any other officer authorized by him shall be at liberty to impose penalty as may be deemed fit up to Rs.10000/- (Rupees ten thousand only) for each such occasion after giving him an opportunity of being heard in person. The decision of The Director, NIT Tiruchirappalli shall be final and binding on the contractor.
59.	If the Salary is not disbursed with in 5 th of the Month The Director, NIT Tiruchirappalli or any other officer authorized by him shall be at liberty to impose penalty of Rs.1000/- (Rupees One thousand only) for each day.
60.	Performance Security A Performance Security shall be required @ 10% of contract price.If required, the Performance Security shall be in the form of : Bank Guarantee/Bank Deposit Reciept/Demand Draft.If required, the Performance security shall be denominated in Indian Rupees.
61.	Termination of The Contract: - The contract may be terminated in any of the following contingencies: On the expiry of the contract period, without any notice; On giving one month's notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services; On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice. On Contractor being declared insolvent by the competent Court of Law without any notice; In case the Contractor is not interested to continue the contract subject to the condition that the Contractor shall give minimum three months' notice. If the Contractor does not give the requisite notice as mentioned before, then his security deposit shall be forfeited and Bank Guarantee shall be invoked.

	“Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period”.
62.	The Courts at Tiruchirappalli only shall have the jurisdiction for the purpose of this agreement.
63.	In the event or exigencies arising due to the death, infirmity, insolvency of the Contractor or for any other reason or circumstances, liabilities thereof the contract shall be borne by the following on such terms and conditions, as the Director, NIT Tiruchirappalli may further deem fit in public interest or revoke the contract, namely: <ul style="list-style-type: none"> a. Legal heirs, in case of sole proprietor b. Next partners, in the case of company of firm c. Otherwise the Director or his nominee, NIT Tiruchirappalli shall reserve the right to settle the matter accordingly to the circumstances of the case, as he/she may think proper.
64.	Dispute: No party shall be allowed to be represented by the lawyer during any investigation enquiry, dispute or appeal.
65.	FORCE MAJEURE: If at any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God/any kind of natural calamity (herein after referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist. In case of any dispute, the decision of THSTI, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract.

These conditions will also form part and parcel of the agreement to be executed with the successful Agency/Contractor.

NIT, Tiruchirappalli

Part-4
Bidding Forms & Contract Forms

Section IX : Bidding Forms

Table of Forms

1.	Certificate & Declaration
2.	Undertaking from the Bidder
3.	Tender Form (Techno commercial un-priced Bid)
4.	Tender Form (Price Bid)
5.	Bidder Information Form
6.	Manufacturer's Authorization
7.	EMD Returning Form
8.	Mandate Form For Electronic Fund Transfer/RTGS Transfer

CERTIFICATE & DECLARATION

It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that NIT, Tiruchirappalli is authorized to make enquiry to establish the facts claimed and obtain 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/SD and/or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further NIT, Tiruchirappalli 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/s which is improper / illegal during the execution in case the tender is awarded to us.

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 was not blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any Other Govt. Organization.

Date

Signature of the Tenderer

Place

Stamp

Note: This certificate should be executed on duly notarized 100/- NJ Stamp Paper.

Undertaking from the Bidder

From:

M/s-----

(Tenderer)

To: The Director

NIT Tiruchirappalli

Tiruchirappalli- 462066

SUB: "Bids Outsourcing of various Job Works / Tasks on Work Contract Basis through Deployment of Manpower and Supervision at work spots of the Institute "

I/We hereby undertake that

- 1) We Have carefully examined the Tender Document; we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose herewith Earnest Money Deposit for a value of ` 5,00,000.00 (Rupees Five lakh) only, in the form of Demand Draft No.----- dated----- issued by-----, in favour of Director, NIT Tiruchirappalli payable at Tiruchirappalli.
- 3) We certify that we have carefully read each and every condition and the scope of work given in the Bid document and having understood the same, we confirm our acceptance without any condition or deviation.
- 4) We agree to keep the Bid valid for a period of 120 days from the date of opening of Bid and it shall remain binding on us and may be accepted at any time before the expiry of that period.
- 5) Should this Bid be accepted, we hereby agree to abide by and fulfill all terms and conditions of the Bid document and in default thereof, to forfeit the earnest money deposit absolutely.
- 6) Unless and until a formal contract is prepared and executed, this Tender Document together with this Undertaking Letter of tenderer thereof shall constitute a binding contract between NIT Tiruchirappalli and us.

Witness:

(Name & Address)

For and on behalf of Director (Seal & signature of the company)

Date:

Name:

Seal:

(i) TenderForm

(Techno commercial un-priced Bid)

(On the letter head of the firm submitting the bid)

Tender No.

To

The _____

Dear Sir,

1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. I/We meet the eligibility requirements and have no conflict of interest;
3. I/We have not been suspended nor declared ineligible in India;
4. I/We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
5. I/We offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 120 Days from the date of opening of the tender.
6. I/we shall be bound by a communication of acceptance issued by you.
7. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
8. A crossed Bank Draft in favor of the Director, National Institute of Technology, Tiruchirappalli for Rs. _____ (Rupees _____ only) as Earnest Money is enclosed. The Draft is drawn on _____ Bank payable at Tiruchirappalli.
9. The following have been added to form part of this tender.
 - (a) Samples of items quoted for, as per instructions provided in the schedule of requirement.
 - (b) Schedule of requirements, quoting the make only duly signed and stamped. (without indicating price)
 - (c) Income Tax Return.

- (d) Copy of last audited balancesheet.
 - (e) Copy of Valid GST/TAN/TIN.
 - (f) Copy of relevant major purchase orders valuing more than Rs.(_____) estimated cost/- executed during last two years for Govt. Depts., PSUs & Central Autonomous bodies..
 - (g) Proof of manufacturing Unit, dealership certificate/general ordersuppliers.
 - (h) Statement of deviations from financial terms & conditions, if any.
 - (i) Any other enclosure. (Please give details)
10. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
11. Certified that the bidder is:
- (a) A sole proprietorship firm and the person signing the bid document is the sole proprietor / constituted attorney of the sole proprietor,
- Or**
- (b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
- Or**
- (c) A company and the person signing the document is the constituted attorney.
- (NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the biddocument).**
12. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.
13. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
14. We are not participating, as a Bidder or as a sub contractor, in more than one bid in this bidding process, other than alternative bids submitted;
15. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder*	:	
Name of the person duly authorized to sign the Bid on behalf of the Bidder**	:	
Title of the person signing the Bid	:	
Signature of the person named above	:	
Date signed	:	

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Yours faithfully,

(Signature of bidder)

Dated this day of _____

Address:

.....

.....

.....

Telephone No.: _____

E-mail _____

Company seal

Tender Form

(Priced Bid)

(On the letter head of the firm submitting the bid document)

To

The _____

Ref: Tender No.....Dated:

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

1. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.
2. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
3. The prices quoted are inclusive of all charges net F.O.R NITT. We enclose herewith the complete Financial Bid as required by you. This includes:
 - a. Price Schedule (Bill of Quantity-BOQ).
 - b. Statement of deviations from financial terms and conditions.
4. We agree to abide by our offer for a period of 120 Days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each**

Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commissioner gratuity]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

1. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;and
2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Signature of Bidder_____

Dated this day of _____

Details of enclosures_____

Full Address:_____

Telephone No._____

Mobile No.: _____

E-mail: _____

Company Seal

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date : [insert date (as day, month and year) of Bid Submission]

ADVT. No. : [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name : <i>[insert Authorized Representative's name]</i> Address : <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers : <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
1. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement. <input type="checkbox"/> In case of Government-owned enterprise or institution, documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Manufacturer's Authorization

[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. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date : *[insert date(as day ,month and year)of Bid Submission]*
ADVT. No. : *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name 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 28 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]*

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

(TO BE PRINTED IN LETTER PAD OF THE FIRM)

EMD Returning Form

To
The Director
National Institute of Technology,
Tiruchirappalli – 620 015

Sub: Returning EMD amount submitted for the Tender / Quotation.

Sir / Madam,

Our firm has participated in the tender / quotation enquiry No mentioned below and produced the EMD amount through DD, details of the DD are given below.

Tender / Quotation Reference No	
EMD amount	
DD Number	
DD issued Bank	
Date of DD	

It is requested to return the EMD amount to our firm after completion of the purchase to the below mentioned Bank account.

Account Name	
Bank Account Number	
IFSC code	
Bank	

Signature with Seal and Date

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

To

The Director,
National Institute of Technology,
Tiruchirappalli – 620 015, Tamil Nadu

Sub	:	Authorization for release of payment / dues from National Institute of Technology, Tiruchirappalli through Electronic Fund Transfer/RTGS Transfer.
-----	---	--

1. Name of the Party / Firm / Company / Institute :
2. Address of the Party :
3. City _____ Pin Code _____
4. E-Mail _____ Mobile No: _____
5. Permanent Account Number _____
6. Particulars of Bank:

Bank Name:		Branch Name:	
PIN Code:		Branch Code:	
IFS Code:(11 digit alpha numeric code)			
Account Type	Savings	Current	Cash Credit
Account Number:			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Director, National Institute of Technology Tiruchirappalli responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: _____ Date: __

Signature & Seal of the Authorized Signatory of the Party

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

	Forms	Page No
1.	Tender Acceptance Letter	
2.	Contract Agreement	
3.	Performance Security	

Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. :

Name of Tender / Work :

Dear Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s)namely:

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from PageNo. _____ to _____ (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in itstotality/entirety.
5. In case any provisions of this tender are found violated, then your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-B
Contract Agreement

This AGREEMENT made the _____ day of _____, 2019
_____ between
National Institute of Technology (NIT), Tiruchirappalli, (hereinafter called the
Institute) and
M/s.

_____ address _____ (hereinafter called the
Agency).

WHEREAS the Institute is desirous to engage the Agency for providing manpower on
service outsourcing basis and the Institute has accepted a bid by the Agency for the sum
of _____ (Contract price in words and figures, hereinafter called the
Contract Price)

Now this agreement witnesses as follows:

1. In this agreement words and expressions shall have the same meaning as are
respectively assigned to them in the Conditions of Contract (Tender document)
referred to.
2. The following documents shall deem to form and be read and construed as part
of this Agreement viz:
 - a. Complete Tender Document
 - b. The Agency's notification of award.
3. In consideration of the payments to be made by the Institute to the Agency, the
Agency hereby covenants with the Institute to provide the services in conformity
in all respects with the provisions of the Contract.
4. The Institute covenants to pay the Agency in consideration of the services, the
Contract Price or such other sum as may become payable under the provisions
of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties above named have executed these
presents in the presence of the Witnesses attesting hereunder on the dates and place
mentioned herein below:

For and behalf of Agency

For and on behalf of NIT,
Tiruchirappalli

**Signature of the authorized
official**

Name of the authorized official
Stamp/Seal of the Contractor

**Signature of the authorized
official**

Name of the official
Stamp/Seal of the Contractor

WITNESSES:

1. (.....)

2. (.....)

**Performance Security
Option 1: (Bank Guarantee)**

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE
GUARANTEE**

To

WHEREAS

.....
(name and address of the supplier) (hereinafter called "the supplier") has undertaken,
in pursuance of contract no.....
dated to supply

..... (description of goods
and services)

(herein after 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 scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, 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 limits 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.

We hereby waive the necessity of your present the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Option 2: Performance Bond

Annexure – C

Indemnity Bond

We,.....,
having a registered
office
at....., have entered into a contract with
NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI, vide contract
dated, to provide manpower on outsourcing basis at NATIONAL
INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI situated at Tiruchirappalli.
We do hereby indemnify and keep harmless, NATIONAL INSTITUTE OF
TECHNOLOGY TIRUCHIRAPPALLI, at all times, whether during the continuation
of the aforesaid contract and at any time thereafter, in respect of any claim, demand,
compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made,
all actions and proceedings taken against the Institute by any party, employee(s), or
workman/woman provided by us, on account of any delay, default, lapse, error, or
omission on our part, or of rules and regulations, as may be applicable under the said
contract from time to time. We further undertake to indemnify and keep harmless,
NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI against any
claim/compensation arising out of any non-payment or short payment of salaries,
wages, overtime, or compensation by whatever name called and compensation and
claims arising on account of any accident, injury, death, etc. during the course of their
engagement by us for the purpose of this contract, or no fulfillment of any obligation
under any of the labour laws as applicable to the class of workers/employees engaged
by us for the purpose of this contract. We further declare and agree that this Indemnity
Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any
manner.

Signature of the authorized bidder with seal



NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: www.nitt.edu

Phone: 0431-2503052, 3056

e-Procurement Notice

Ref: NITT/F.NO.11/REV.EXP.31/2019-20/S&P(OTHERS) Dated: 20.06.2019

Online tenders are hereby invited in **two cover system** from reputed manpower **service provider for Providing Manpower Services at National Institute of Technology, Tiruchirappalli for the Administrative Office and Departments.**

Bidders can download complete set of bidding documents from e- procurement Platform <https://eprocure.gov.in/eprocure/app> from **20.06.2019(03.00PM)** onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <https://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is: 17.07.2019(03.00PM)
(Server time).

Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website:
<https://eprocure.gov.in/eprocure/app> and www.nitt.edu

CRITICAL DATE SHEET

Published Date	20.06.2019(03.00PM)
Bid Document Download Start Date	20.06.2019(03.00PM)
Clarification Start Date	20.06.2019(03.00PM)
Clarification End Date	26.06.2019(02.00PM)
Pre bid meeting Venue of Pre-bid Meeting	26.06.2019(03.00PM) Administrative office, National Institute of Technology, Tiruchirappalli.
Bid Submission Start Date	27.06.2019(03.00PM)
Bid Submission End Date	17.07.2019(03.00PM)
Bid Opening Date(Technical)	18.07.2019(03.00PM)
Bid Opening Date(Price)	Will be announced after technical evaluation

Note :*Bidder should submit the EMD as specified in the tender. The hard copy should be posted / couriered / given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.

**Price Bid for Providing Manpower Services
at National Institute Of Technology, Tiruchirappalli**

Category of Workers	Total basic wages+VDA (Rs) as on April 2019 considering 26 days working for a month (as per Central Government Minimum Wages Circular)		Employer Contribution of PF @12% + Admn Charge of 1% (total 13%) limited to Rs.15000 ceiling as per the current statutory rate	Employer Contribution of ESI @4.75% limited to Rs.21000 ceiling as per the current statutory rate	Bonus @ 8.33% on Wages (Basic+DA)	Total wage per month considering one manpower has worked for 26 days in a month	No. of Heads required (approx)	Total Monthly wages (approx)
Col (1)	Col (2)		Col (3)	Col (4)	Col (5)	Col (6)	Col (7)	Col (8)
						Col (2)+(3)+(4)+(5)		Col (7) x Col (6)
Unskilled	487*26=	12662	1646.06	601.45	1054.7446	15964.25	0	0.00
Semi-Skilled	551*26=	14326	1862.38	680.49	1193.3558	18062.22	0	0.00
Skilled	645*26=	16770	1950.00	796.58	1396.941	20913.52	90	1882216.80
Highly Skilled	710*26=	18460	1950.00	876.85	1537.718	22824.57	15	342368.52
(A) Total wages for a month payable by NIT-T for the tentative total Manpower								2224585.32
Service Charges/Outsourcing management Rate (%) on (A) [to be entered by the agency in Percentage]								
(B) Service Charges/Outsourcing management Rate on (A) [to be entered by the agency in Rupees]								
(C) Add: GST @ 18%(for A+B)								
(D) GRAND TOTAL (A+ (AXB) /100) + C)								

Price Bid evaluation criteria -

The NITT shall compare the offered service charge percentage of all technically qualified bids to determine the lowest service rate of evaluated bid and if any bidders have quoted same service charge percentage then the preference will be given to bidders having highest average annual

turnover for the last three financial years, if average annual turnover is also same, then preference will be given to the bidders having more years of experience.

NIT, Tiruchirappalli