



NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: www.nitt.edu

Phone:0431- 250-3961

e-Procurement Notice

Ref: NITT/F.NO.033/REV.EXP.31/19-20/MOF (Others)

Dated: 08.11.2019

Online tenders are hereby invited in two cover system from **OEM / authorized dealers/distributors of OEM** for Tender for Comprehensive Annual Maintenance Contract for PhotoCopier Machines.

Bidders can download complete set of bidding documents from e- procurement Platform <https://eprocure.gov.in/eprocure/app> from **08.11.2019(06.00PM)** 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: 25.11.2019(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	08.11.2019(06.00PM)
Bid Document Download Start Date	08.11.2019(06.00PM)
Clarification Start Date	Not Applicable
Clarification End Date	Not Applicable
Pre bid meeting	Not Applicable
Venue of Pre-bid Meeting	Not Applicable
Bid Submission Start Date	08.11.2019(06.00PM)
Bid Submission End Date	25.11.2019(03.00PM)
Bid Opening Date(Technical)	26.11.2019(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 / **deposit in person to the Central Dispatch section** / 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 in tender.

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Main Office

Web: www.nitt.edu

Phone: 0431-250-3961



Tender Document (e - Procurement)

Tender Notification No	:	NITT/F.NO.033/REV.EXP.31/19-20/MOF(Others)
Date	:	08.11.2019
Name of the Department	:	Main Office
Name of the component	:	Tender for Comprehensive Annual Maintenance Contract for PhotoCopier Machines
Quantity required	:	As per the Shedule of Requirement
EMD Amount	:	Rs.5000/-
Last Date & Time of submission of Tender	:	25.11.2019(03.00PM)
Address for submission of Tender	:	THE DIRECTOR, NIT TIRUCHIRAPPALLI- 15 KIND ATTENTION TO: Mrs.C.Valamathi, Sr.superindant,Stores and Purchase Section, Main Office
Date & Time of opening of technical bid	:	26.11.2019(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 techno commercial un-priced bid form duly filled in appropriately?	
2.	Have you attached a copy of the last three years audited balance sheet of your firm ?	
3.	Have you attached the details of the income tax return certificate, proof of manufacturing unit/ dealership letter/ general order suppliers and copy of Central / State sales tax registration certificate?	
4.	Have you attached the copies of relevant work orders from Govt. Depts. / PSUs and Central Autonomous Bodies?	
5.	EMD: Have you submitted EMD asked for (as specified in BDS). If the bidder requesting EMD exemption, kindly attached copy of the NSIC / MSME (Certificate should be visible, if not visible the bidder will be disqualified).	
6.	Have you submitted samples of all items indicated in the respective schedule of requirements at the address of tender inviting authority within due date.(if applicable as mentioned in the specification and requirements)	
7.	Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial unpricedbid?	
8.	Have you submitted the bids both techno commercial un-priced and priced bid separately for each tender?	
9.	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

Section II : Instructions to Bidders

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Section II. Instructions to Bidders

	A.General	
1	SCOPE OF BID	
		Tender for Comprehensive Annual Maintenance Contract for PhotoCopier Machines as per Specifications. Through out these Bidding Documents unless the context otherwise requires:“ a. ‘in writing ’ means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt; b. “ Institution means National Institute of Technology, Tiruchirappalli’
2	ELIGIBLE BIDDERS Those who have authorized dealer certificate from the OEM are eligible to bid. The bidder should enclose the Manufacturer authorization certificate.	
	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 The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">a</td> <td>Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender Acceptance Letter,);</td> </tr> <tr> <td style="text-align: center;">b</td> <td>Scanned copy of the completed Schedules</td> </tr> <tr> <td style="text-align: center;">c</td> <td>Scanned copy of Bid Security or copy of proof for submission of Tender Document Fee/ Earnest Money Deposit etc.;</td> </tr> <tr> <td style="text-align: center;">d</td> <td>Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;</td> </tr> <tr> <td style="text-align: center;">e</td> <td>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;</td> </tr> <tr> <td style="text-align: center;">f</td> <td>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; </td> </tr> <tr> <td style="text-align: center;">g</td> <td>Scanned copy of Pre-Qualification Details as per Section-IV like PAN/GST etc.</td> </tr> <tr> <td style="text-align: center;">h</td> <td>EMD Returning Form.</td> </tr> <tr> <td style="text-align: center;">i</td> <td>Mandate Form For Electronic Fund Transfer/RTGS Transfer.</td> </tr> <tr> <td style="text-align: center;">j</td> <td> <p>Technical Bid.</p> <p>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.</p> </td> </tr> </table>	a	Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender Acceptance Letter,);	b	Scanned copy of the completed Schedules	c	Scanned copy of Bid Security or copy of proof for submission of Tender Document Fee/ Earnest Money Deposit etc.;	d	Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;	e	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;	f	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; 	g	Scanned copy of Pre-Qualification Details as per Section-IV like PAN/GST etc.	h	EMD Returning Form.	i	Mandate Form For Electronic Fund Transfer/RTGS Transfer.	j	<p>Technical Bid.</p> <p>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.</p>
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7.2	<p>COMMERCIAL BID The commercial bid comprises of:</p> <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: <ol style="list-style-type: none"> 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: 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
		Evaluation
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 Contact 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.
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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.033/REV.EXP.31/19-20/MOF(Others) Dated : 08.11.2019
2.	The Purchaser is The Director, NIT Tiruchirappalli. Kind Attention To : Mrs.C.Valamathi, Sr.superindant,Stores and Purchase Section, Main 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 Main Office, National Institute of Technology, Tiruchirappalli, 620015 Attention : Mrs.C.Valamathi Sr.superindant,Stores and Purchase Section, Main Office Address : National Institute of Technology, Tiruchirappalli, Floor / Room number : - City : Tiruchirappalli ZIPCode : 620015 Country : India Telephone : +91 431 250-3961 E-Mail : 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 : Not Applicable Not Applicable

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, Main 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. 5000 shall be paidby the way of Demand Draft (DD) / Bank Gaurantee (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 : Mrs.C.Valamathi/ Sr.superindant,Stores and Purchase Section</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 : 25.11.2019(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 : 26.11.2019(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>Those who have authorized dealer certificate from the OEM are eligible to bid. The bidder should enclose the Manufacturer authorization certificate. Bids with out authorized dealer certificate from the OEM not technically qualified.</p> <p>Evaluation will be done based on the lowest rate per page quoted for all the machine in each brands listed in the BoQ. Rate quoted for the first year will be onsidered for arriving the L1.</p> <p>Bidders must quote the rates for each toner and drum seperately in the enclosed Annexure I in PDF which will be used for placing the orders for toners / drum to the machine which are under warrenty.</p> <p><i>Note: Bids will be evaluated for each Brand item and the Contract will comprise the Brand item(s) awarded to the successful Bidder.</i></p>

Sl. No.	F. Award of Contract
4.	<p>The maximum percentage by which quantities may be increased is : On mutual Concern.</p> <p>The maximum percentage by which quantities maybe decreased is: On mutual Concern.</p>

Section IV. Prequalification

1. **Those who have authorized dealer certificate from the OEM are eligible to bid. The bidder should enclose the Manufacturer authorization certificate**
2. A Declaration by the firm that it has never been black-listed must be attached along with the Bid, failing which the Bid shall be rejected.
3. Profile of each Bidder and past experience in supply of the material (certificates to be enclosed), proof of manufacturing Unit/Dealership letter and general order supplier. Manufacturer's authorization certificate as prescribed in Section IX in case bidder is not manufacturer.
4. True copy of Permanent Account Number.
5. Copy of the last three years audited balance sheet of your firm
6. Details of Goods and Service Tax (GSTIN) along with a copy of certificate to be attached.
7. Submission of samples if required, for all items indicated in the schedule of requirements. The make of items proposed to be supplied should be indicated in the format of the schedule of requirements and submitted along with the techno commercial unpriced bid without indicating the pricing components.
8. Willingness to execute all orders which are placed to meet emergency requirement on priority basis. The Bidder shall note that standards for workmanship, material and equipment, and references to brand names designated by the Purchaser in the schedule of requirements are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in his bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

*****The tender document with out Manufacturer authorization certificate from the OEM will be treated as non responsive bid and it will be summarily rejected from technical evaluation*******

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 Goods and Delivery Schedule

Item No	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) in hours	
					Break-down Calls to be attended, completed and machines to be back in working condition (in hours)	Bidder's offered period [to be provided by the bidder] (in hours)
1.	Tender for Comprehensive Annual Maintenance Contract for PhotoCopier Machines	As mentioned in the Technical Specifications	Nos	National Institute of Technology Tiruchirappalli [Academic Departments & Offices] as per the section-2 Technical specifications	48 hours	

1. List of Related Services and Completion Schedule

Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services

NIT, Tiruchirappalli

1. Technical Specifications

Technical Specifications and Standards	
Name of the Equipment	Tender for Comprehensive Annual Maintenance Contract for PhotoCopier Machines

Canon Machines

S.NO	MODEL NUMBER	LOCATION
1.	Canon IR ADV C 2020	Library
2.	Canon IR2422L	Department of Instrumentation & Control Engineering
3.	Canon IR 2422 L	Department of Production Engineering
4.	Canon IR 2422L	Department of Electrical & Electronics Engg.
5.	Canon IR2422 L	Department of Humanities
6.	Canon IR2422 L	Department of Architecture
7.	Canon IR2422 L	Department of Computer Applications
8.	Canon IR 2422L	Main Office
9.	Canon IR 2422L	Office of Dean (Academic), Academic Section
10.	Canon IR A4245	Office of Dean (Academic), PhD section
11.	Canon IR-ADV 4225/4235 UFR II	Office of Dean(P&D)
12.	Canon IR-ADV 4225/4235 UFR II	Office of Dean(R&C)
13.	Canon IR-ADV 4225/4235 UFR II	Office of Dean(ID)
14.	Canon IR-ADV 4225/4235 UFR II	Office of Dean(SW)
15.	Canon IR Adv 4225	Office of The Registrar
16.	Canon IR Adv 4225	Department of Training and Placement
17.	Canon IR Adv 4225	Department of ECE
18.	Canon IR2320L	Department of Mechanical Engineering
19.	Canon IR2320L	Department of Metallurgical & Materials Engg.
20.	Canon IR2320L	Department of Maths
21.	Canon IR2320L	First year coordinator's office
22.	Canon IR 2320L	Office of The Director
23.	Canon IR ADV 4025	Library
24.	Canon IR 2520	Department of Computer Science & Engineering
25.	Canon 2202	Department of Humanities
26.	Canon IR Adv 2002N	Main Office (Scholarship section)
27.	Canon IR 2525	Main Office (Stores and Purchase Section)
28.	Canon IR 3020	Main Office
29.	Canon IR 3020	Siemens COE
30.	Canon IR 3520	Main Office (Establishment Section)
31.	Canon IR 3520	Office of The Director

Other Brand Machines

32.	Riso EZ231	Office of Dean(SW)
33.	Riso KZ30	First Year Co-ordinator Office
34.	Riso 2300AG	Office of The Director
35.	Ricoh Aficio MP 2000L	Department of Management Studies
36.	Ricoh MP 2001	Office of Dean(FW)
37.	Ricoh Aficio 2020D	Department of Humanities

38.	Ricoh Aficio MP 2000L	Office of The Director
39.	Ricoh MP2001L	Academic AD office
40.	Ricoh MP2001L	Department of Physics
41.	Ricoh MP2001L	Department of Civil
42.	Sharp AR-5620N	CEESAT
43.	Sharp AR6031N	Department of Chemical Engineering
44.	Sharp MX 2010U	Estate Maintanace
45.	Sharp U 2130	Electrical Maintanace
**	Comprehensive Comprehensive Annual Maintenance Contract	One Year from the Date of signing of contract [Supply of toner Cartridge, drum + All materials / Spares + replacement / repairs + Labour]. Further period of one year will be extended based on the performance of the selected bidder.
**	Faulty Machine should be rectified within	48 hours from the date of receipt of the call / Message
**	Payment Terms	Once in a quarter after submitting the copy count
**	Eligible bidders	Those who have authorized dealer / service provider certificate from the OEM are eligible to bid. The bidder should enclose the Manufacturer authorization certificate to bid in the tender.
**	Performance Security	Rs.25000/-
The Bidder may visit the above listed machine during the Office hours(09.30AM to 05.00PM) for Preparing/Arriving rates.		

Part 3

Annual Maintenance Terms and Conditions

NIT, Tiruchirappalli

Terms & Conditions
for Comprehensive Annual Maintenance Contract for Photocopier Machines

1. COMPREHENSIVE AMC of photocopier machines includes supply of all consumables (Toner, drum) and all spare parts from OEM's.
2. Selected bidder should provide preventive maintenance at least once in each month.
3. Details of all minor / major, routine / preventive repair / maintenance job undertaken shall be entered into the history sheet in the Maintenance Register book.
4. Complaint feedback / performance report - the agency shall maintain all records of the complaints in a Complaints Register in the store section
5. After completion of the Agreement, the agency has to handover the machines in perfect running condition (complete in all aspects as per inventory) to the respective department.
6. The material replacement shall be of same manufacturer and specifications.
7. The dismantled material shall be the property of Department (dismantled material has to be handed over to the respective department).
8. Successful tender may be allowed to undertake the COMPREHENSIVE AMC initially for a period of one year and further period of one year will be extended based on the performance. The contract will automatically get terminated after expiry of the period of contract. However, on the basis of requirement of the Department to run the COMPREHENSIVE AMC Service the contract may be renewed / extended for further periods on mutually agreed terms & conditions subject to satisfactory services offered by the selected agency.
9. Selected agency / tenderer shall be responsible for strict compliance of all rules and regulations which is already enforced or which may be enforced from time to time by the appropriate authority.
10. The agency shall not engage any sub-agent or sub-contractor whatsoever for running the COMPREHENSIVE AMC Service of Photocopier machines.
11. The agency should agree to provide service even on holidays, if required so.
12. Penalty – Response time of the complaint regarding break down /toner or drum replacement should be within 48 hours and in case of any failure to respond within the stipulated, a penalty of Rs.100/- per working day shall be imposed which will be deducted from the payment of that quarter
13. The agency should be capable of providing photocopier as standby in case any photocopier having problem which is unable to be rectified within 48 hours,
14. If the agency is unable to attend call or resolve any problem the Department may get it rectified / repaired from any other sources / agency / open market and the rectification charges (including spares/parts, if any) for the same thus paid will have to bear by the agency; otherwise, the said charges will be recovered from the Bill/ Security Deposit submitted by the agency.
15. Where any parts need replacement, the same shall be replaced within the COMPREHENSIVE AMC period free of cost with items of same make. In no case will permission be accorded for the machine to be taken outside the office for repair from where they are installed.
16. The agency shall provide immediate repair and maintenance service within 48 hours' period, in

response to the oral /telephonic intimation by the concerned office/Department and the agency shall ensure that the faults and failures intimated are set right within reasonable time.

17. Similarly, the agency will provide drum / toners in response to the oral / telephonic intimation by the concerned office/Department and the agency shall ensure that the toners are kept in spare for immediate issue when required.

Award of contract

18. The National Institute of Technology, Tiruchirappalli will award the Order for supply of Goods/Services to the bidder whose quotation has been determined to be substantially responsive, and who has offered the lowest evaluated quotation price.
19. The Bidder should furnish the contract agreement and performance security within 15 days from the date of receipt of the order for supply of goods/services, failing which the order will be cancelled without further notice and awarded to next eligible bidder.
20. Notwithstanding the above, The National Institute of Technology, Tiruchirappalli reserves the right to accept or reject any quotations, and to cancel the bidding process, and reject all quotations at any time prior to the award of order without assigning any specific reason thereof.
21. The National Institute of Technology, Tiruchirappalli, prior to the expiration of the quotation validity period, will notify the bidder whose bid is accepted for the award of contract. The terms of accepted offer shall be incorporated in the COMPREHENSIVE AMC order.
22. COMPREHENSIVE AMC shall be commence within 7 (Seven) days of the Placement of the order at the different locations in, the Institute. Performance Security
23. The successful bidder need to submit performance security for an Amount of 5% of COMPREHENSIVE AMC order value either in the form of bank guarantee or crossed demand draft drawn on any Nationalized bank in India in favor of “The Director, NIT, Trichy” payable at Trichy. The bank guarantee will be returned to the supplier after 60 days from date of successful completion of COMPREHENSIVE AMC.
24. Payment against Bill /Invoice shall be released only on quarterly basis after successful service provided by the agency. TDS will be deducted at source. Bill should be raised in the favor of The Director National Institute of Technology Tiruchirappalli with institute GST No. 33AAATN5491Q1ZZ.
25. No advance will be provided to the supplier and installer.
26. Other things being equal, preference may be given to the tenderers having higher experience, capacity, etc. of providing COMPREHENSIVE AMC Services in similar organizations; hence, being L1 may not be the only criteria for awarding the COMPREHENSIVE AMC.
27. Contract with the tenderer may be terminated by the Department at its discretion by giving 30 days’ notice to the tenderer in case of failure to maintain the COMPREHENSIVE AMC services at the satisfaction of the Department and the contract with the Department in that case will be treated as cancelled before expiry of the contract.
28. Successful bidder has to enter into the contract with the institute in the given format Annexure IV
29. Dispute clause: Any dispute relating to the enquiry shall be subject to the jurisdiction of the court at Tiruchirappalli only.

Part-4

Bidding Forms & Contract Forms

NIT, Tiruchirappalli

Section IX : Bidding Forms

Table of Forms

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

NIT, Tiruchirappalli

(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 givedetails)
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

Annexure-I

Rate for Toner and drum (The below rates are not considered for Evaluation)

Brand	Model name	Toner printing capacity	Toner Rate	GST	Total Price
Canon	Canon IR ADV C 2020				
	Canon IR2422L				
	Canon IR A4245				
	Canon IR-ADV 4225/4235 UFR II				
	Canon IR Adv 4225				
	Canon IR2320L				
	Canon IR ADV 4025				
	Canon IR 2520				
	Canon 2202				
	Canon IR Adv 2002N				
	Canon IR 2525				
	Canon IR 3020				
	Canon IR 3520				
Other Brand Copier	Riso EZ231				
	Riso KZ30				
	Riso 2300AG				
	Ricoh Aficio MP 2000L				
	Ricoh MP 2001				
	Aficio 2020D				
	Ricoh Aficio MP 2000L				
	Ricoh MP2001L				
	Sharp AR-5620N				
	Sharp AR6031N				
	Sharp MX 2010U				
Sharp U 2130					

Note : The above rates are not considered for Evaluation

Annexure-II
Price Bid for AMC contract

Sl. No.	Item Description	Location/ Department	BASIC RATE (per Copy) in Rs. P for FIRST YEAR	BASIC RATE (per Copy) in Rs. P for SECOND YEAR	GST in %	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P
1	Canon IR ADV C 2020	Library					
2	Canon IR2422L	Department of Instrumentation & Control Engineering					
3	Canon IR 2422 L	Department of Production Engineering					
4	Canon IR 2422L	Department of Electrical & Electronics Engg.					
5	Canon IR2422 L	Department of Humanities					

6	Canon IR2422 L	Department of Architecture					
7	Canon IR2422 L	Department of Computer Applications					
8	Canon IR 2422L	Main Office					
9	Canon IR 2422L	Office of Dean (Academic), Academic Section					
10	Canon IR A4245	Office of Dean (Academic), PhD section					
11	Canon IR-ADV 4225/4235 UFR II	Office of Dean(P&D)					
12	Canon IR-ADV 4225/4235 UFR II	Office of Dean(R&C)					
13	Canon IR-ADV 4225/4235 UFR II	Office of Dean(ID)					

14	Canon IR-ADV 4225/4235 UFR II	Office of Dean(SW)					
15	Canon IR Adv 4225	Office of The Registrar					
16	Canon IR Adv 4225	Department of Training and Placement					
17	Canon IR Adv 4225	Department of ECE					
18	Canon IR2320L	Department of Mechanical Engineering					
19	Canon IR2320L	Department of Metallurgical & Materials Engg.					
20	Canon IR2320L	Department of Maths					
21	Canon IR2320L	First year coordinator's office					
22	Canon IR 2320L	Office of The Director					

23	Canon IR ADV 4025	Library					
24	Canon IR 2520	Department of Computer Science & Engineering					
25	Canon 2202	Department of Humanities					
26	Canon IR Adv 2002N	Main Office (Scholarship section)					
27	Canon IR 2525	Main Office (Stores and Purchase Section)					
28	Canon IR 3020	Main Office					
29	Canon IR 3020	Siemens COE					
30	Canon IR 3520	Main Office (Establishment Section)					
31	Canon IR 3520	Office of The Director					
32	Riso EZ231	Office of Dean(SW)					
33	Riso KZ30	First Year Co-ordinator Office					

34	Riso 2300AG	Office of The Director					
35	Ricoh Aficio MP 2000L	Department of Management Studies					
36	Ricoh MP 2001	Office of Dean(FW)					
37	Ricoh Aficio 2020D	Department of Humanities					
38	Ricoh Aficio MP 2000L	Office of The Director					
39	Ricoh MP2001L	Academic AD office					
40	Ricoh MP2001L	Department of Physics					
41	Ricoh MP2001L	Department of Civil					
42	Sharp AR-5620N	CEESAT					
43	Sharp AR6031N	Department of Chemical Engineering					
44	Sharp MX 2010U	Estate Maintanace					
45	Sharp U 2130	Electrical Maintanace					

Total in Figures							
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Date Seal	Signature of the Bidder
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NIT, Tiruchirappalli

Brand	Model name	Rate per page per machine	GST
Canon	IR ADV C 2020		
	IR2422L		
	IR A4245		
	IR-ADV 4225/4235 UFR II		
	IR Adv 4225		
	IR2320L		
	IR ADV 4025		
	IR 2520		
	2202		
	IR Adv 2002N		
Other Brand Copier	Riso EZ231		
	Riso KZ30		
	Aticio MP 2000L2		
	Richomi 2001		
	Aficio 2020D		
	Ricoh Aficio MP 2000L		
	Riso 2300AG		
	Ricoh MP2001L		
	Sharp AR-5620N		
	Sharp AR6031N		
RONGDA RD 4129L			
Date Seal	Signature of the Bidder		

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 contractaward.

Table of Forms

	Forms	Page No
1.	Tender Acceptance Letter	
2.	Contract Agreement - I	
3.	Contract Agreement – II	
4.	Performance Security	
5.	Advance Payment 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 its totality/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)

Contract Agreement - I

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

1. *[insert complete name of Purchaser]*, a National Institute of Technology, Tiruchirappalli of the Ministry of Human resource and development of the Government of India (hereinafter called “the Purchaser”), of the one part, and
2. *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Tender Forms
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules (BOQ))
 - (h) any other document listed in GCC as forming part of the Contract

1. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
2. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, 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 hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Contract Agreement - II
FORM OF CONTRACT FOR PHOTOCOPIERS
FULL SERVICE MAINTENANCE AGREEMENT

1. The Comprehensive Comprehensive Annual Maintenance Contract as per Full Service Maintenance Agreement (FSMA) is being entered into by National Institute of Technology Tiruchirappalli hereafter referred to as NITT with
 (The address of the firm).

2. The COMPREHENSIVE AMC executed hereunder commences from
 and expire on

3. Maintenance service shall be provided only during normal working hours of NITT, Tiruchirappalli.

4. For proper maintenance of the system, preventive maintenance shall have to be carried out by the Vendor on one-month basis.

5. The payment under the Annual maintenance of photocopier machines services will be paid on quarterly basis after the service and is based on the copy count.

6. Response time of a call should be within 48 hours and in case of any failure to respond within the stipulated time, a penalty@Rs.100/- per working day shall be imposed which will be deducted from the payment of the respective quarter.

7. However, clause (6) will not apply if a stand-by machine is provided by the Vendor.

8. Replacement of all the parts in the machine shall be done within the COMPREHENSIVE AMC charges.

9. In case of violation of any the terms of the contract, the NITT will be entitled for claiming damages from your firm.

10. NITT will have to ensure safe and proper custody of all the machines which are herewith brought under COMPREHENSIVE AMC.

11. In case the services are not found satisfactory, NITT can terminate the contract by giving a notice of 30 Days.

12. Reading of the photocopiers will be counted from the first day of the award of COMPREHENSIVE AMC.

13. List of Machines under COMPREHENSIVE AMC with this firm.

S.No	Make and Model	Location

Signature of the Authorized person
 Department
 Name:
 Designation:
 Date:

Signature of the Head of
 Name:
 Designation:
 Date:

Witness :

- 1.
- 2.

Witness:

- 1.
- 2.

Performance Security Option 1: (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code] **Beneficiary:** *[insert name and Address of Purchaser]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee referencenumber]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[Insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*_____*) *[insert amount in words]*⁵, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...⁶, and any demand for payment under it must be received by us at this office indicated above on or before that date.

⁵ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

⁶ Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph:

"The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

NIT, Tiruchirappalli

Option 2: Performance Bond

By this Bond [*insert name of Principal*] as Principal (hereinafter called “the Supplier”) and [*insert name of Surety*] as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Purchaser*] as Obligee (hereinafter called “the Supplier”) in the amount of [*insert amount in words and figures*], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the sepresents.

WHEREAS the Contractor has entered into a written Agreemen twith the Purchaser dated the _____ Day of _____, 20____, for [*name of contract and briefdescription of Goods and related Services*] in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as theContract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations there under, the Surety may promptly remedy the default, or shall promptly :

- (1) complete the Contract in accordance with its terms and conditions;or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20.

SIGNED ON _____ on behalf
of _____
By _____ in the capacity
of _____
In the
presence of _____

SIGNED ON _____ on behalf
of _____
By _____ in the capacity
of _____

In the presence of