



# NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: [www.nitt.edu](http://www.nitt.edu)

Phone: 0431-2503511/ 0431 250 3151

## e-Procurement Notice

Ref: NITT/C/2241/0T/01

Dated: 29/04/2026

Online tenders are hereby invited **in two Cover system** from interested eligible bidders for **Engaging Geotechnical consultancy agency to deploy Civil engineers to monitor quality and facilitate material testing for RESA project at Calicut Airport.**

Bidders can download complete set of bidding documents from e- procurement Platform <https://eprocure.gov.in/eprocure/app> from **29/04/2026** 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:20/05/2026 @ 5.00p.m.**

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](http://www.nitt.edu)

### CRITICAL DATE SHEET

Published Date	29/04/2026
Bid Document Download Start Date	29/04/2026
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	29/04/2026
Bid Submission End Date	20/05/2026
Bid Opening Date(Technical)	21/05/2026
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 DD/Bank guarantee should be uploaded as part of the offer. Exemptions shall be given as per Govt.Guidelines.**

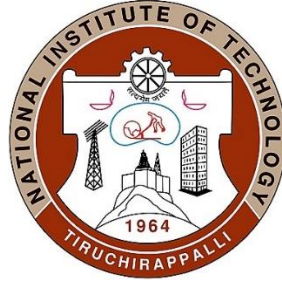
*This E-Tender is created and published as per the Recommendations and Approval of the respective Purchase Committee. For further queries / clarifications please contact the contact details available in Section III. BID Data Sheet (BDS).*

# NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Department of Civil Engineering

Web: [www.nitt.edu](http://www.nitt.edu)

Phone: 0431 250 3151



## Tender Document (e - Procurement)

Tender Notification No	:	<b>NITT/C/2241/0T/01</b>
Date	:	29/04/2026
Name of the Department	:	CIVIL DEPARTMENT
Name of the component	:	Engaging Geotechnical consultancy agency to deploy Civil engineers to monitor quality and facilitate material testing for the RESA project at Calicut Airport.
Quantity required	:	As per the Schedule of Requirements.
<b>EMD Amount</b>	:	<b>Rs 1,16,800/-</b>
Last Date & Time of submission of Tender	:	20/05/2026
Address for submission of Tender	:	THE DIRECTOR, NIT TIRUCHIRAPPALLI- 15 KIND ATTENTION TO: PI : Dr. Jeevan Joseph Assistant Professor
Date & Time of opening of technical bid	:	21/05/2026

## 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 unpriced bid form duly filled in appropriately?	
2.	Have you attached a copy of the last two years audited balance sheet of your firm?	
3.	Have you attached the copy of the GSTIN certificate & PAN Card?	
4.	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?	
5.	Have you attached the copies of relevant work orders from Govt. Depts. / PSUs and Central Autonomous Bodies?	
6.	EMD: Have you submitted EMD asked for (as specified in BDS). <b>If the bidder requesting EMD exemption, kindly attached copy of the NSIC / MSE (Micro &amp; Small enterprises register in UDYAM Portal), Certificate should be visible, if not visible the bidder will be disqualified).</b>	
7.	Have you uploaded and filled in Technical forms in <b>Annexure I</b>	
8.	Have you submitted the bids both techno-commercial unpriced and priced bid separately for tender?	
9.	Have you enclosed the statement of deviations from financial terms and conditions, if any?	
	<b>PRICE BID</b>	
1.	Have you signed and attached the priced bid form?	
2.	Have you attached the schedule of requirements ( <b>Annexure II</b> ) 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 a valid Digital Signature Certificate (DSC) and enrollment /registration of the contractors /bidders on the e-Procurement/e-tender portal are prerequisites for e-tendering.
2. Bidder should register for 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 a 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 bids 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 very fast.
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 required documents should be uploaded as part of the offer.
16. 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.
17. The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
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](mailto:cppp-nic@nic.in).

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NIT, Tiruchirappalli

## Section II : Instructions to Bidders

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## Section II. Instructions to Bidders

	<b>A.General</b>	
<b>1</b>	<b>SCOPE OF BID</b>	
		<p><b>Engaging Geotechnical consultancy agency to deploy Civil engineers to monitor quality and facilitate material testing for RESA project at Calicut Airport and job requirements of each category of such technical manpower on contract basis and details of material testing as per details mentioned in the tender document subject to fulfillment of other terms and conditions of the Agreement.</b> Through out these Bidding Documents unless the context otherwise requires :</p> <p>a. ‘in writing ’ means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;</p> <p>b. “ Institution means National Institute of Technology, Tiruchirappalli’</p>
<b>2</b>	<b>ELIGIBLE BIDDERS</b>	
	2.1	A Bidder may be a Partnership Firm / LLP / Private Limited Company, PSU 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: <ul style="list-style-type: none"> <li>(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</li> <li>(ii) would be involved in the implementation or supervision of such contract.</li> </ul>
	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.

<b>3</b>	<b>CONTENTS OF BIDDING DOCUMENT</b>	
	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.
<b>4</b>	<b>CLARIFICATION OF BIDDING DOCUMENTS, SITE VISIT, PRE-BID MEETING</b>	
	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.
<b>5</b>	<b>Amendment of Bidding Document</b>	
	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 <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
	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.

	<b>C.PREPARATION OF BIDS</b>																	
<b>6</b>	<b>LANGUAGE OF BID :</b>																	
	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.																	
<b>7</b>	<b>Documents Comprising the Bid</b>																	
	The tender/Bid shall be submitted online in two part, viz., Technical Bid and Commercial Bid.																	
	7.1	<p><b>TECHNICAL BID</b></p> <p>The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:</p> <table border="1"> <tr> <td>a</td> <td>Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender Acceptance Letter,);</td> </tr> <tr> <td>b</td> <td>Scanned copy of Annexure-1 along with the documentary proof</td> </tr> <tr> <td>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>d</td> <td>Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;</td> </tr> <tr> <td>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>f</td> <td>Scanned copy of <ul style="list-style-type: none"> <li>i. documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin and</li> <li>ii. conform to the Bidding Documents, and</li> <li>iii. any other document required in the BDS;</li> </ul> </td> </tr> <tr> <td>g</td> <td>Declaration on the Company letter head stating acceptance of the terms and Conditions mentioned in the tender documents.</td> </tr> <tr> <td>h</td> <td>Additional documents, if any. <ul style="list-style-type: none"> <li>1. Proof of office address (telephone bill, electricity bill etc.)</li> <li>2. Service Tax Registration number</li> <li>3. Provident Fund Registration number</li> <li>4. GST Number</li> <li>5. Details of Bank Account of the firm. A cancelled cheque of the account of the firm to be enclosed.</li> <li>6. Certificate of Registration of firm.</li> <li>7. Professional tax registration number</li> <li>8. Annual Turnover Certificate of last 2 financial years upto 31/03/2026 duly certified by the Chartered Accountants, Income Tax Return and Audited Balance Sheet.</li> <li>9. Not blacklisted certificate in the form of affidavit.</li> <li>10. Declaration on the firm's letter head that the bidder has understood all the points and agrees to comply.</li> <li>11. Any other relevant documents that the bidder would like to submit.</li> </ul> <p><b>All the above documents must be of the bidding firm and valid for last Two (2) years. No documents of any other sister concern or principal company is acceptable. Authorization obtained from</b></p> </td> </tr> </table>	a	Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender Acceptance Letter,);	b	Scanned copy of Annexure-1 along with the documentary proof	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"> <li>i. documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin and</li> <li>ii. conform to the Bidding Documents, and</li> <li>iii. any other document required in the BDS;</li> </ul>	g	Declaration on the Company letter head stating acceptance of the terms and Conditions mentioned in the tender documents.	h	Additional documents, if any. <ul style="list-style-type: none"> <li>1. Proof of office address (telephone bill, electricity bill etc.)</li> <li>2. Service Tax Registration number</li> <li>3. Provident Fund Registration number</li> <li>4. GST Number</li> <li>5. Details of Bank Account of the firm. A cancelled cheque of the account of the firm to be enclosed.</li> <li>6. Certificate of Registration of firm.</li> <li>7. Professional tax registration number</li> <li>8. Annual Turnover Certificate of last 2 financial years upto 31/03/2026 duly certified by the Chartered Accountants, Income Tax Return and Audited Balance Sheet.</li> <li>9. Not blacklisted certificate in the form of affidavit.</li> <li>10. Declaration on the firm's letter head that the bidder has understood all the points and agrees to comply.</li> <li>11. Any other relevant documents that the bidder would like to submit.</li> </ul> <p><b>All the above documents must be of the bidding firm and valid for last Two (2) years. No documents of any other sister concern or principal company is acceptable. Authorization obtained from</b></p>
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		<b>other firms will NOT be acceptable and such bid(s) shall be rejected.</b>
	i	Scanned copy of Pre-Qualification Details as per Section-IV like PAN/GST etc.
	j	EMD Returning Form.
	k	Mandate Form For Electronic Fund Transfer/RTGS Transfer.
	l	Technical Bid. Bidders are advised to duly fill the technical bid in Annexure-1 and upload the same in the CPPP along with other required documents. The hard copy need to be scanned and to be uploaded in PDF.
	7.2	<b>COMMERCIAL BID</b> The commercial bid comprises of: i. Scanned copy of Tender Form (Price Bid) ii. Scanned copy of item wise break up of price bid as in Annexure II. The Price bid format is provided as Annexure II along with this Tender Document at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . Bidders are advised to 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.
<b>8</b>		<b>Tender Forms (Technical and Price) and Price Schedule (BOQ)</b> 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.
<b>9</b>		<b>Alternative Bids</b> Unless otherwise specified in the BDS, alternative bids shall not be considered
<b>10</b>	10.1	<b>Bid Prices and Discounts</b> 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.
	<b>10.2</b>	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.
	<b>10.3</b>	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"> <li>1. GST payable on the Goods, if the contract is awarded to the Bidder ; and</li> <li>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 ;</li> </ol>
	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: <ol style="list-style-type: none"> <li>1. The price of each item comprising the Related Services (inclusive of any applicable taxes)</li> </ol>
<b>11</b>		<b>Currencies of Bid and Payment:</b> 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.
<b>12</b>	12.1	<b>Documents Establishing the Eligibility and Qualifications of the Bidder</b> 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;
<b>13</b>	13.1	<b>Period of Validity of Bids</b> 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.
<b>14</b>	14.1	<b>Bid Security</b> 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 EMD executed:
		a	if he withdraws from the bid during the period of bid validity specified by the Bidder on the Tender Forms, or any extension thereto provided by the Bidder ; or
		b	if he being successful Bidder fails to: <ul style="list-style-type: none"> <li>i. sign the Contract; or</li> <li>ii. furnish a performance Security</li> </ul>
<b>D.SUBMISSION AND OPENING OF BIDS</b>			
<b>15</b>			<b>Sealing and Marking of Bids:</b> The Bidder shall submit the bids electronically, through the e-procurement system ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ). 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.
<b>16</b>			<b>Deadline for Submission of Bids:</b> 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.
<b>17</b>			<b>Late Bids:</b> 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
<b>18</b>			<b>Withdrawal, Substitution, and Modification of Bids:</b> 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.
<b>19</b>	19.1		<b>Bid Opening:</b> 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 <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> 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.
		<b>E. Evaluation and Comparison of Bids</b>
<b>20</b>	20.1	<b>Confidentiality:</b> 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.
<b>21</b>	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.
<b>22</b>	22.1	<b>Determination of Responsiveness:</b> 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.
<b>23</b>		<b>Conversion to Single Currency:</b> For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.

24		<b>Margin of Preference:</b> Unless otherwise specified in the BDS, a margin of preference shall not apply.
25	25.1	<b>Evaluation of Bids:</b> 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		<b>Comparison of Bids:</b> 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	<b>Qualification of the Bidder:</b> 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		<b>Institutes Right to Accept any Bid and to Reject any or all bids:</b> 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.
<b>F.AWARD OF CONTRACT</b>		
<b>29</b>		<b>Award Criteria:</b> 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.
<b>30</b>		<b>Purchasers Right to vary Quantities at Time of Award:</b> 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.
<b>31</b>	31.1	<b>Notification of Award:</b> 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.
<b>32</b>	32.1	<b>Signing of Contract:</b> 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.
<b>33</b>	33.1	<b>Performance Security:</b> 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.

NIT, Tiruchirappalli

### **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.

<b>Sl. No.</b>	<b>A. General</b>
1.	The reference number of the Invitation for Bids is <b>405/2026/NITT dt 29/04/2026.</b>
2.	The Purchaser is <b>The Director, NIT Tiruchirappalli. Kind Attention To : PI : Dr. Jeevan Joseph, Department of Civil Engineering</b>

<b>Sl. No.</b>	<b>B. Contents of Bidding Documents</b>
3.	For Clarification of bid purposes only, the Purchaser's address is <b>Department of Civil Engineering, National Institute of Technology, Tiruchirappalli, 620015</b> Attention : <b>Dr. Jeevan Joseph</b> Department of Civil Engineering Address : <b>National Institute of Technology, Tiruchirappalli,</b> Floor / Room number : - <b>C18</b> City : <b>Tiruchirappalli</b> ZIPCode : <b>620015</b> Country : <b>India</b> Telephone : <b>0431 250 3151</b> E-Mail : <b>jeevan@nitt.edu</b>
4.	Web page : <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
5.	A site visit shall <b>not</b> be organized by the purchaser.
6.	A Pre-Bid meeting date and venue : <b>Not Applicable</b> <b>Not Applicable</b>

Sl. No.	C. Preparation of Bids
1.	The language of the bid is : <b>English</b> . All correspondence exchange shall be in <b>English</b> . Language for translation of supporting documents and printed literature is <b>English</b> .
2.	The Bidder shall submit the following additional documents in its bid: <b>NA</b>
3.	Alternative Bids <b>shall not</b> be considered.
4.	The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract.
5.	Place of Destination: is <b>National Institute of Technology, Tiruchirappalli, 620015.</b>
6.	Final destination : <b>National Institute of Technology, Tiruchirappalli, 620015.</b>
7.	The prices shall be quoted by the bidder in : <b>Indian Rupee / <del>Foreign Currency of Principal's Country (Preferably in Indian Rupees)</del></b> 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.	The bid validity period shall be <b>120 Days</b> .
9.	EMD / Bid security <b>Rs.1,16,800/-</b> shall be paid by the way of Demand Draft (DD) /Bank Guarantee (BG) in favor of The Director, National Institute of Technology, Tiruchirappalli and should be valid for a period of 45 days beyond the BID validity period. All tenders received without EMD / Bank Security shall be rejected
10.	Other types of acceptable securities: <b>NA</b>

Sl. No.	D. Submission and Opening of Bids
1.	<p>Attention : <b>Dr. Jeevan Joseph, Assistant Professor, Department of Civil Engineering</b></p> <p>StreetAddress : <b>National Institute of Technology, Tiruchirappalli,</b></p> <p>City : <b>Tiruchirappalli</b></p> <p>ZIP/PostalCode : <b>620 015</b></p> <p>Country : <b>India</b></p> <p>The deadline for bid submission is :</p> <p>Date and Time : <b>20/05/2026</b></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 : <b>Research and Consultancy Section, National Institute of Technology, Tiruchirappalli-620015.</b></p> <p>StreetAddress : <b>National Institute of Technology, Tiruchirappalli</b></p> <p>Floor / Roomnumber : <b>R&amp;C office NIT Trichy</b></p> <p>City : <b>Tiruchirappalli</b></p> <p>Country : <b>India</b></p> <p>Date and Time : <b>21/05/2026</b></p> <p>The electronic bidding opening procedures shall be as given in Section I - Instructions for Online Bid Submission.</p>

Sl. No.	<b>E. Evaluation and Comparison of Bids</b>
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 :  <b>Indian Rupees</b></p> <p>The source of exchange rate shall be : <b>Reserve Bank of India.</b></p> <p>The date for the exchange rate shall be: <b>Last day for submission of Bids.</b></p>
2.	A margin of domestic preference shall apply.
3.	<p><b>Evaluation Criteria :</b></p> <p>The documents submitted in the technical bid will be evaluated by the Committee. The bidders fulfilling the eligibility criteria mentioned in the tender will be considered for financial evaluation. The bidders do not meet the eligibility criteria will not be considered for further evaluation</p>

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

## Section IV. Prequalification

### ELIGIBILITY CRITERIA: -

#### **Bidders who fulfill the following criteria are eligible to submit tender.**

1. The bidder should be a Partnership Firm / LLP / Private Limited Company, PSU as applicable. Relevant documentary proof such as Affidavit, Partnership Deed, Certificate of Incorporation, Registration Certificate, etc., shall be submitted.
2. The bidder must comply with the statutory requirement, such as registration with PAN /TIN/TAN & GST etc. and shall **submit proofs thereof**.
3. The bidder must have been in existence for a minimum of 2 years for providing geotechnical consultancy services.
4. The bidder shall have executed works with a cumulative amount of not less than Rupees Fifty Lakhs (₹50,00,000) in any **one** financial year during the **last three** fiscal years. Documentary proof such as ITR/ auditor report/ bank statement shall be enclosed.
5. The bidding firm must possess an in-house laboratory facility accredited by **NABL**, located within the same state (Kerala) in which the project is being executed. Documentary proof of valid NABL certificate shall be submitted.
6. The agency should have laboratory facility for performing geotechnical, water, and concrete testing along with a dedicated Geotechnical Design Section.
7. The bidding firm should have experienced and qualified technical personnel comprising
  - (a) **Two** No.s of Civil Engineers (B.Tech in Civil Engineering and M.Tech in Structural/Geotechnical/Transportation) with not less than twenty (20) years of professional experience and
  - (b) **Four** No.s of Civil Engineers (B.Tech in Civil Engineering) with not less than ten (10) years of professional experience.Graduation certificate/ Experience certificate shall be attached.
8. The Agency/Contractor should not have been blacklisted by any Govt., Semi-Govt. Dept., or any other organization. An affidavit in original (on non-judicial stamp paper duly notarized) to this effect shall be given by the firm along with the Tender Fee & EMD, if any.
9. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
10. Each Agency/Contractor shall submit only one Tender for the entire scope of work. Agency/Contractor who submits more than one tender or part tender will be treated as

non-responsive & rejected.

11. True copy of Permanent Account Number.
12. Details of Goods and Service Tax (GSTIN) along with a copy of certificate to be attached.
13. Willingness to execute all orders which are placed to meet emergency requirement on priority basis.

NIT, Tiruchirappalli

## Section V. Institute against the Corrupt and Fraudulent Practices

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

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

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

- (i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ;<sup>1</sup>
  - (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 ;<sup>2</sup>
  - (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 ;<sup>3</sup>
  - (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 ;<sup>4</sup>
  - (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.

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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.	Scope of Work
2.	List of Manpower Requirements and Testing Schedule

NIT, Tiruchirappalli

# 1. Scope of Work

Bidding agency shall be engaged to check the work during execution for the following purposes:

- (i) To ensure that the site is equipped with necessary documents like agreement, CPWD Specifications, MoRTH Specification for Roads and Bridges, BIS Codes, IRC codes, Guard file containing inspection reports, list of approved manufactures, tools for checking quality of work & testing facilities.
- (ii) To ensure that site records like inspection register, cement register, test register & site order book etc. are being maintained in prescribed forms.
- (iii) To ensure specific control on various process of execution by controlling various factors such as testing of material & developing check list of important items of work.
- (iv) Inspection of work during execution shall be done for the following aspects:
  - a. Material Aspect: Quality & Testing of material keeping in view the requirement of contract specifications. The agency shall conduct independently at least 10% tests of the total tests as required as per mandatory tests/contract specifications/ BI5/IRC/MORTH requirements.
  - b. Workmanship Aspects: - To ensure execution of work with sound engineering practice and laid down procedures.

## Objectives

- i. Verify if the quality of the Works is consistent with contract conditions as well as technical specifications including compliance to the social and environmental safeguards, occupational health and safety requirements by independent assessment/audit of quality of works at various stages of construction.
- ii. Identify and recommend improvements to achieve the quality.

## Task 1: Technical Examination of Works

- (i) The bidder's Site Engineers shall verify the adequacy of the Contractor's field laboratories, plant, equipment and personnel and general fitness for purpose of such inputs, including the accuracy / calibration of testing equipment used for measurement.
- (ii) The bidder's Site Engineers shall review the Contractor's working practices e.g. material receipt, storing, consumption procedures, material testing, construction methods, and documentation system to assess whether sound practices are being employed to achieve quality.
- (iii) The bidder's Site Engineers shall review degree of quality control exercised during the construction by the Contractor (tests, number, frequency, approach & timing etc.) and documentation (QC registers, test reports, observations of supervisory staff, compliance etc.) to assess whether the same is compliant to specified technical specifications.
- (iv) The bidder's Site Engineers shall review Contractor's plan and actual practices with respect to social and environmental safeguards, safety measures, working conditions, and employment legislation as stipulated under the contract and relevant national and state laws/ regulations.
- (v) The bidder's Site Engineers shall verify whether the quality of work is in accordance with contract specifications. This verification is to be implemented through independent materials testing of at least 10% of mandatory tests requirement. The bidder's Site Engineers shall verify actual implementation of Quality Assurance Plan (QAP) and carry out safety audit for both design and construction stage. Tests which are required to carried out outside contractor's

laboratory, shall be carried in a NABL-accredited laboratory.

- (vi) Samples for the outside lab testing shall be sealed jointly by the Representative of Contractor, Client and bidding agency and forwarding letter shall be given to the contractor by bidding agency who will carry the sample and submit to the laboratory. Bidder's consultant will review all test reports coming from outside approved laboratory and offers comments, if any. Cost of all packing, materials, testing and transportation of samples shall be borne by bidder.
- (vii) The bidder's Site Engineers shall prepare Inspection Test Plans (ITPs), to be approved by the department that elaborates the frequency and method for performing field inspections. The formats to be used in this assessment shall be provided in the Inspection Report.
- (viii) The bidder's Site Engineers shall carry out Factory Acceptance Test (FAT) and Site Acceptance Test.
- (ix) The bidder's Site Engineers shall audit and assess the quality control practices and documentation thereof.
- (x) The bidder's Site Engineers shall under take inspections on a sample basis with prior intimation and approval of the Engineer-in-Charge to verify actual compliance with previously identified quality enhancement measures and recommendations.
- (xi) To inspect the site, generate reports and highlight areas of concern on quality of materials, Workmanship and finishing at all stages of construction as per attached format.
- (xii) Post construction completion: Undertake final inspection and declare the construction of the building / services fit for use with the intended level of Quality, workmanship and finishes.
- (xiii) Ensure accuracy of as-built drawings submitted by the contractor.

### **Task 2:- Training**

The bidder's Site Engineers shall provide on the job training to QA staff of contractor on quality control procedure, safety and environmental management etc.

The above assessment/ information should be presented to the Engineer-In- Charge, AAI as a summary report highlighting the following:

- (i) Quality enhancement measures,
- (ii) Clear recommendations, if any work is to be rejected for use. The final audit should commence at least six weeks before the expected date of completion of work.

The bidder's Site Engineers shall be responsible for accuracy of service provided by them. For the work the advice and/or opinion, if any, provided shall be with documentary proof of standards/laws/codes etc. However, the role of bidder's Site Engineers is advisory in nature and final decision for execution of work will be of the Engineer-in- charge

### **Confidentiality**

The bidder's Site Engineers by virtue of their scope of work will come in contact with several confidential documents and their recommendations may have financial and legal implications. It is therefore, essential that the bidder will exhibit and ensure highest sense of probity and integrity apart from knowledge and experience and maintain strict confidentiality.

### **Time Frame:**

The bidder's services will be for a period of 12 months initially, which will be extended further on mutually agreed terms and conditions.

## **Reporting Requirements :**

The bidder shall furnish its reports in soft and 4 hard copies. The bidder shall submit the following documents in pursuance of its services.

- (i) Bidder's consultant will review the minimum quality assurance plan submitted by contractor considering all the relevant provisions of the agreement and get it approved from Engineer-In-Charge. They will ensure that all the provisions of QA plan are being observed at site. The bidding agency consultant shall make a presentation to the department and modify the contents, if suggested by the Engineer-In-Charge.
- (ii) Inspection Report (IR) should contain the approach, methodology, audit/ monitoring formats etc. required to be reported. The report should contain a flow chart indicating the inputs / outputs by stages and type of work. The IR shall be submitted within 3 (three) weeks from the date on commencing the services. The bidding agency consultant shall make a presentation to the Engineer-In-Charge and modify the contents, if suggested by the department.
- (iii) Bidder's Site Engineers will ensure that all the tests should be conducted as detailed in QA plan.
- (iv) Project Investigator will ensure that test should be carried out in field lab or outside lab as per provisions of the agreement.
- (v) The bidder's Site Engineers shall mention the details of defective work in inspection report, to be dismantled by execution agency.
- (vi) Bidder's Site Engineers shall mention details of defective material, brought at site, which is to be removed from the site immediately in inspection report.
- (vii) A sample checklist for preparation of Quality audit report is given at Format 1 and Format II
- (viii) The bidder's consultant shall draft inspection reports and draft Final Audit Report and shall be submitted within 15 days from the date of inspections
- (ix) Final Audit Report shall be submitted within 21 days from the date of compliance of by the Contractor.
- (x) The bidder's consultant shall make a presentation to the client in presence of Contractor and field staff during various progress meetings through physical mode or through VC mode as and when required.

## TPQA CHECKLIST PROFORMA

Sr. No.	Particulars	Details
1.	Particulars of Work	
	(a) Name of work	
	(b) Description of work	
2.	(a) Engineer-In-Charge	
	(b) Project Management Consultant	
3.	Agency/Contractor	
4.	Agreement No.	
5.	Stipulated date of start	
6.	Stipulated date of completion	
7.	(a) Estimated cost put to tender	
	(b) Schedule of rates applicable	
8.	Accepted tendered cost	
9.	Percentage progress at time of inspection vis-à-vis expected as per contract and reasons for delay, if any:	
10.	Inspecting officers (Name & Designation)	
11.	Officers and contractor present during inspection (Name & Designation)	
12.	Date of Inspection and Number	
13.	quality Control aids:	
13.1	Is site equipped with	
	(a) Copy of agreement	
	(b) Applicable CPW specification/ along with (up to date correction slips:)	
	(c) Provision of QAP in agreement? Whether approved QAP is available on site?	
	(d) list of approved materials to be used:	

Sr. No.	Particulars	Details
	(e) Guard File containing inspection reports CTE/QCTA/AE/QC)/CE/SE etc	
	(f) Testing facilities to check conformations to acceptance criteria	
	(g) Relevant Circulars on Quality Control.	
	Is field laboratory existing and well equipped?	
14	Departmental procedure aspects:	
14.1	Maintenance of Inspection register.	
14.2	Highlights of inspection by Senior officers requiring compliance.	
14.3	Are Test Registers maintained in standard forms?	
14.4	Are test Register reviewed by Senior officers with dates?	
14.5	Site Order Book and Schedule of defects:	
a)	Is Site Order Book Properly maintained?	
b)	Is the Site Order Book reviewed by Engineer- In-Charge. (Mention details)	
c)	(c) Have timely notices been issued to the contractor with the schedule of defects /damages and date of compliance? In case of failure to rectify defects/damages whether action under relevant clause of agreement initiated?	
15.	<b>Process control aspects:</b>	
15.1	Is soil investigation done? (give brief details)	
15.2	Suitability of water for construction	
A	What is the source of water?	
b)	Has water been tested and approved by Engineer-in charge before construction?	
c)	Has water been tested subsequently (i.e after every 3 months) and found fit for use in works?	
15.3	Are 10% (25% for concrete) of all samples for testing taken in presence of Engineer-In- Charge	

Sr. No.	Particulars	Details
15.4	Are all mandatory tests carried out at stipulated frequency?	
15.5	Are materials approved by Engineer-in-charge? If so, are samples available at site?	
15.6	Are sample units/items completed and approved by Engineer-in-charge before start of mass finishing work?	
15.7	Specific control on RCC work like centering /shuttering,	
15.8	Safety adherence, occupational health and environmental compliance	
16.	Site Inspection	
16.1	Site inspection for observations and comments on Quality Control system include but not limited to the following items:	
	Civil (a) Earth work (b) concrete work Road/ pavement, Structural steel etc. (c) - Geogrid, Geotextile, steel mesh (d) Pavement works ( e)- Drainage works	
16.2	Observation on QC for bulging/ deformities prevention. If bulging /deformities noticed, then state locations and probable reasons.	
16.3	Details of Samples collected by TPQA	
17	Observations on site material QC aspects. (Keeping in view the requirement of contract specifications, BIS marked / CPWD approved products required) etc.) (Attached separate sheet, if Observations	
17.1	Observations	
18.	Observations on workmanship QC aspects. (Attached separate sheet for each non-compliance, if required)	

**Format-II****Format of intimating matter of immediate concern by TPQA**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
1.1	(a) Name of work:	
	(b) Description/scope of work:	
1.2	a) Engineer-in-Charge	
	b) Project Management Consultant	
1.3	Construction Agency	
	(a) Name of site in charge	
	(b) Name of Quality in charge	
1.4	Third Party Quality Assurance	
1.5	Inspecting Person: (Name Designation)	
1.6	Officers and contractor present inspection: (Name & Designation)	
1.7	Date of inspection and number:	
2	Concern Related to Quality of Material	
	Details of Location and material, Description of concern	
3	Concern Related to workmanship	
	Details of Location and item, Description of workmanship concern	

## 2. List of Manpower and Testing Requirements Schedule Annexure A-1

Sl. No.	Required Qualification	Designation	No of Post	Remarks
1.	PhD in Civil Engineering with Geotechnical expertise	Consultant	1	Monthly site Inspection, training, ensuring quality standards, recommendations for improvements in the quality of project and compliance with approved drawings and specifications.  Maximum of 12 visits
2.	Degree in Civil Engineering with 15 years of experience (Civil works including geotechnical works)	Project manager (Team leader)	1	Project management, site monitoring, furnishing of recommendations for improvements in quality of project.  Training of contractor-side Quality assurance Engineers  Maximum contract period 12 months
3.	Degree in Civil Engineering with 15 years of experience (Civil works including pavement works)	Project Engineer	1	Compliance of works with the technical specifications and standards prescribed in the contract, compliance of social and environmental safeguards, compliance of safety requirements  Preparation of progress reports and documentation.  Maximum contract period 12 months
4.	Degree in Civil Engineering with 10 years of experience in geotechnical engineering	Project Coordinator	1	Coordination with PI and client.  Documentation and material testing results compilation  Maximum contract period 12 months
5.	B.Tech/ Diploma in Civil Engineering with 5 years of experience	Site Engineer	1	Testing of material samples and calibration of laboratory equipment.  Maximum contract period 12 months

## Annexure A-2

<b>SOIL</b>		<b>Remarks</b>
1	Field Dry Density	Max of 50
2	Liquid Limit & Plastic Limit	Max of 30
3	Maximum Dry Density & Optimum Moisture Content	Max of 30
4	Free Swelling Index	Max of 30
5	Grain Size Analysis	Max of 30
6	Direct Shear Test	Max of 30
7	California Bearing Ratio (CBR) (Top layer)	Max of 20
8	Classification of soil	Max of 20
9	Ground Penetrating Radar	Max of 3
10	Electrical Resistivity Tomography	Max of 3
11	Multichannel Analysis of Surface Waves	Max of 3

<b>CONCRETE</b>		<b>Remarks</b>
12	Compressive strength of cube & Slump	Max of 50
13	TRIAL MIX M25	Max of 5
14	Rebound Hammer Test	Max of 20

<b>CEMENT</b>		<b>Remarks</b>
15	Standard consistency of cement	Max of 20
16	Initial & final setting time of cement	Max of 20
17	Fineness of cement	Max of 20
18	Cement mortar cube	Max of 20
19	Soundness of cement	Max of 20

<b>FINE AGGREGATE</b>		<b>Remarks</b>
20	Grain size analysis	Max of 20
21	Silt content & Bulk density	Max of 20

<b>COARSE AGGREGATE</b>		<b>Remarks</b>
22	Grain size analysis of 12.5 mm	Max of 20
23	Grain size analysis of 20 mm	Max of 20
24	Impact value	Max of 20
25	Crushing value	Max of 20
26	Flakiness & elongation index	Max of 20
27	Specific gravity	Max of 20

<b>WATER</b>		<b>Remarks</b>
28	Colour	Max of 8
29	Odour	Max of 8
30	Turbidity	Max of 8
31	pH at 25 deg C	Max of 8
32	Alkalinity	Max of 8
33	Total Dissolved Solids at 180 deg	Max of 8
34	Total Hardness (as CaCO <sub>3</sub> )	Max of 8
35	Calcium (as Ca 2+)	Max of 8
36	Magnesium (as Mg 2+)	Max of 8
37	Chloride (as Cl <sup>-</sup> )	Max of 8
38	Electrical conductivity	Max of 8
39	Acidity	Max of 8
40	Sulphate	Max of 8
41	Flouride (as F <sup>-</sup> )	Max of 8
42	Iron (as Fe 2+)	Max of 8
43	Nitrate (as NO <sub>3</sub> <sup>-</sup> )	Max of 8
44	Residual Chlorine	Max of 8

<b>GEOGRID</b>		<b>Remarks</b>
45	Tensile Strength	Max of 3
46	Elongation	Max of 3
47	Secant modulus @ 5% strain	Max of 3

<b>DT MESH</b>		<b>Remarks</b>
48	Tensile Strength (IS 16014:2018)	Max of 3
49	Elongation at Max load	Max of 3
50	Selvedge strength (IS 16014:2018)	Max of 3
51	Punch strength (IS 16014:2018)	Max of 3

<b>WIRE</b>		<b>Remarks</b>
52	Tensile strength (IS 16014:2018 (Class T1).	Max of 3
53	“Elongation (IS16014:2018)”	Max of 3
54	Zn+10%Al coating (IS 4826:1979)	Max of 3
55	Polymer Coating	Max of 3
56	Chemical resistance	Max of 3
57	Outwearing accelerated ageing test	Max of 3
58	Abrasion test (ASTM A975)	Max of 3
59	Corrosion Spread	Max of 3
60	Brittleness Temperature (ASTM D746)	Max of 3
61	Wire diameter	Max of 3

<b>WELD PANEL MESH</b>		<b>Remarks</b>
62	Rod diameter (IS: 1786)	Max of 3
63	Tensile strength	Max of 3

<b>STEEL REINFORCEMENT BARS</b>		<b>Remarks</b>
64	Nominal Diameter	Max of 4
65	Mass/Meter	Max of 4
66	Yield Strength	Max of 4
67	Tensile Strength	Max of 4
68	Elongation	Max of 4
69	Bend Test	Max of 4
70	Rebend Test	Max of 4
71	Carbon %	Max of 4
72	Phosphorous %	Max of 4
73	Sulphur %	Max of 4
74	Sulphur + Phosphorous %	Max of 4
75	Carbon Equivalent (CE)	Max of 4

## 2. FORM – A

### Details of the Projects Undertaken by the Agency (Min 3 works)

<b>Sl. No.</b>	<b>Name of the Project</b>	<b>Client Name and Address</b>	<b>Project Location</b>	<b>Project Value</b>	<b>Start and end date</b>

**Signature(s) of Bidder (s) with seal**

**FORM – B**

**FINANCIAL FORMATION**

I. Financial Analysis

It is to certify that as per the audited balance sheet and profit & loss account during the financial year 2024-2025 the networth of M/s .....  
(individual/firm/company) having registered office at ..... as on 30-02-2026 is Rs..... and non negative after considering all liabilities.

II. Financial arrangement for carrying out the proposed work.

III. Income Tax PAN Details.

IV. GSTIN Details.

Signature(s) of Bidder (s) with seal

Signature of Chartered Accountant with seal

**FORM – C**

**DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL  
EMPLOYED BY THE FIRM/COMPANY**

<b>Sl. No.</b>	<b>Designation</b>	<b>Names</b>	<b>Qualification/ Professional Experience</b>	<b>Length of continous service with employer</b>
<b>1</b>			<b>M.Tech in (Structural/Geotechnical/Transportation) with not less than twenty (20) years of professional experience</b>	
<b>2</b>			<b>M.Tech in (Structural/Geotechnical/Transportation) with not less than twenty (20) years of professional experience</b>	
<b>3</b>			<b>B.Tech in Civil Engineering with not less than ten (10) years of professional experience</b>	
<b>4</b>			<b>B.Tech in Civil Engineering with not less than ten (10) years of professional experience</b>	
<b>5</b>			<b>B.Tech in Civil Engineering with not less than ten (10) years of professional experience</b>	
<b>6</b>			<b>B.Tech in Civil Engineering with not less than ten (10) years of professional experience</b>	

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

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34.	Assignment

<b>Section VII General Conditions of Contract</b>	
<b>1</b>	<b>Definitions:</b> The following words and expressions shall have the meanings hereby assigned to them:
a	“NITT” means National Institute of Technology, Tiruchirappalli established under societies Registration Act XXVII of 1975.
b	“Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
c	“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
d	“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
e	“Day” means calendar day.
f	“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
g	“GCC” means the General Conditions of Contract.
h	“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
i	“The Project Site,” term where applicable, means the place of work named in the Special Conditions of Contract (SCC).
j	“Purchaser” means faculty, department and other entities of the competent for purchasing Goods and Services, as specified in the SCC.
k	“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
l	“SCC” means the Special Conditions of Contract.
m	“Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
n	“Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
o	“The Project Site,” where applicable, means the place named in the SCC.

<b>2</b>	<b>Contract Documents:</b> Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
<b>3</b>	<b>Corrupt and Fraudulent Practices:</b> The Institute requires compliance with its policy against the corrupt and fraudulent practices as set forth Section- V The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
<b>4</b>	<b>Interpretation</b>
4.1	The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
4.2	<b>Amendment</b> No amendment or other variation of the Contract shall be valid unless it is reduced to writing, dated, expressly refers to the Contract, and is signed by the duly authorized representative of each party thereto.
4.3	<b>Non waiver</b>
	<b>a</b> Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
	<b>b</b> Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
4.4	<b>Severability:</b> If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
<b>5</b>	<b>5.1 Language:</b> The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in any language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, such translation shall govern.
	<b>5.2</b> The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
<b>6</b>	<b>Joint Venture, Consortium or Association:</b> If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of

		the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
<b>7</b>	7.1	<b>Eligibility:</b> The Bidder should not have been declared insolvent by the competent court.
	7.2	The Bidder should not be disqualified for contract under the law of the India.
	7.3	The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law or any other Law for the time being in-force.
	7.4	The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. Nationality must be disclosed by the supplier
	7.5	All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
<b>8</b>	8.1	<b>Notices</b> Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
	8.2	A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
<b>9</b>	9.1	<b>Governing Law:</b> The Contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.
	9.2	Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
	a	Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
	b	by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
<b>10</b>	10.1	<b>Settlement of Disputes</b> The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	10.2	If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to settle the issue by arbitration, as hereinafter provided, as to the matter in dispute, no arbitration in respect of the matter be commenced unless such notice is given in accordance with this Clause for the final settlement of the matter. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
	10.3	All questions, disputes and differences arising shall be referred by the The Director, National Institute of Technology, Tiruchirappalli to the sole arbitrator for arbitration under the provision of the Arbitrations and Conciliation Act, 1996.
<b>11</b>		<b>Obligations During Arbitrations</b>

		Notwithstanding any reference to arbitration in Clause 10,
	a	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
	b	the Purchaser shall pay any amount due to the Supplier.
<b>12</b>		<b>Scope of Supply</b> The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
<b>13</b>		<b>Delivery and Documents</b> Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
<b>14</b>		<b>Suppliers Responsibilities</b> The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
<b>15</b>		<b>Contract Price</b> Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
<b>16</b>	16.1	<b>Terms of Payment</b> Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies appropriate to the requirement made. However, in following cases advance payments may be made if specified in SCC:
	a	Advance payment demanded by firms holding maintenance contracts for servicing of Air-conditioners, computers, other costly equipment, etc.
	b	Advance payment demanded by firms against fabrication contracts, turnkey contracts etc.
	c	Such advance payment should not exceed the following limits: - Thirty percent of the contract value to private firms;
	d	Forty percent of the contract value to a State or central Government agency or a Public Sector Undertaking; or
	e	In case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.
	16.2	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Purchaser, within ninety (90) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it
	16.4	The currencies in which payment shall be made to the supplier under this contract shall be Indian currency unless otherwise agreed.
<b>17</b>	17.1	<b>Taxes and Duties</b> For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

	17.2	For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
	17.3	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent or country or origin, the supplies shall provide benefit from any such tax sowing to the purchaser.
<b>18</b>	18.1	<b>Performance Security:</b> If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC
	18.2	The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	18.3	As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
	18.4	Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligation.
	18.5	Bid security shall be refunded to the successful bidder 6-8 weeks of receipt of performance security.
<b>19</b>		<b>Copyright</b> The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
<b>20</b>	20.1	<b>Confidential Information</b> The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
	20.2	The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
	20.3	The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
	a	Now or hereafter enters the public domain through no fault of that party;
	b	can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

		c	otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
	20.4		The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
	20.5		The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
<b>21</b>	21.1		<b>Subcontracting</b> The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later on shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
	21.2		Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
<b>22</b>	22.2		<b>Specifications and Standards</b> Technical Specifications and Drawings
		<b>a</b>	The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section-VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin or India.
		<b>b</b>	Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
<b>23</b>	23.1		<b>Packaging and Documents</b> The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	23.2		The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
<b>24</b>			<b>Insurance</b> Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
<b>25</b>	25.1		<b>Transportation and Incidental Services</b> The Supplier is required under the Contract to transport the Goods to a specified place of final destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be

		included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)
	25.2	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
		a performance or supervision of on-site assembly and/or start up of the supplied Goods;
		b furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e training of the Purchaser’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	25.3	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services otherwise shall be at the cost of suppliers.
<b>26</b>	<b>26.1</b>	<b>Inspections and Tests</b> The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
	26.2	The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in India as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	26.3	The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
	26.4	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
	26.5	The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

	26.6	The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
	26.7	The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier, if permitted by the purchaser, shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
<b>27</b>		<p><b>Liquidated Damages</b></p> <p>Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 33.</p>
<b>28</b>	28.1	<p><b>Warranty</b></p> <p>The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p>
	28.2	Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
	28.3	Unless otherwise specified in the SCC, the warranty shall remain valid for «Warrar» months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or warranty period mentioned by supplier whichever period concludes later unless mutually agreed.
	28.4	The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
	28.5	Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
	28.6	If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
<b>29</b>	29.1	<p><b>Patent Indemnity</b></p> <p>The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged</p>

		infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered.
	29.2	If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
	29.3	The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
<b>30</b>	<b>30.1</b>	<b>Force Majeure</b> For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	30.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably possible, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
	30.3	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
<b>31</b>	<b>31.1</b>	<b>Change Orders and Contract Amendments</b> The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
		a drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
		b the method of shipment or packing;
		c the place of delivery; and
		d the Related Services to be provided by the Supplier.
<b>32</b>	<b>32.1</b>	<b>Extensions of Time</b> If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
	32.2	Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

<b>33</b>	33.1	<b>Termination for Default</b> The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
	a	if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause32;
	b	if the Supplier fails to perform any other obligation under the Contract; or
	c	if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing theContract
		In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
	33.2	<b>Termination for Insolvency</b> The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
	33.3	<b>Termination for Convenience</b>
	a	The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	b	The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect : (i) to have any portion completed and delivered at the Contract terms and prices ; and/or (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
<b>34</b>		<b>Assignment</b> Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
<b>35</b>		If there is a discrepancy between unit price, the unit price will be considered. If there is any mismatch between figure and word, the amount in word shall prevail.
<b>36</b>		If any arithmetic mistake in total/GST calculation is observed, the same shall be corrected by the purchaser with an intimation to bidder.
<b>37</b>		Bids submitted without EMD(Unless exempted) will be treated as disqualified.

<b>38</b>		The successful bidder should submit Security Deposit/PBG within 15 days from the date of placement of order. The EMD shall be returned only after receipt of SD. If the bidder fails to deliver the material, then the EMD/SD shall be forfeited.
<b>40</b>		Bids without quoting GST(unless exempted) will be considered as disqualified, unless specified in the tender document to quote only the basic price.

NIT, Tiruchirappalli

## Section VIII Special Conditions of Contract

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

GCC Clause Ref. No.	SCC
<b>GCC 1.1 (i)</b>	The Purchaser's country is: <b>India.</b>
<b>GCC 1.1 (k)</b>	The Purchaser is : <b>THE DIRECTOR, NIT TIRUCHIRAPPALLI</b> <b>KIND ATTENTION TO : Dr. Jeevan Joseph</b> <b>Department of Civil Engineering</b>
<b>GCC 1.1 (j)</b>	The Project Site(s)/Final Destination(s) is/are: <b>Calicut Airport Kerala.</b> <b>NOTE :</b> No allowance shall be payable for mobilization of any kind including, travel to the work site, travel between work sites, transportation of samples, or any related movement associated with TPQA work. The rates quoted in the bid shall be deemed inclusive of the above-mentioned requirements.
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 8.1</b>	For notices, the Purchaser's address shall be : Attention : Dr. Jeevan jospeh Street Address : Department of Civil Engineering Floor/ Room number : C18 City : TIRUCHIRAPPALLI ZIP Code : 6 2 0 0 1 5 Country : <b>India</b> Phone : <b>0431 250 3151</b> Electronic mail address : <b>jeevan@nitt.edu</b>
<b>GCC 9.1</b>	The governing law shall be the <b>law of India.</b>
<b>GCC 10.2</b>	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows : <b><i>Contracts with Supplier for arbitral proceeding</i></b> In the case of a dispute between the Purchaser and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of India by the arbitrator appointed by The Director,NITT, unless otherwise agreed.
<b>GCC 16.1</b>	GCC 16.1— Payment shall be made on submission of the <b>Monthly TPQA Report in three (3) hard copies and one soft copy.</b> Payment will be released within three (3) weeks of bill submission for the month, subject to receipt of the Quality check and testing reports and their satisfactory review and approval by the Principal Investigator and the Airport Authority.
<b>GCC 18.1</b>	A Performance Security <b>shall be required @ 3% of contract price.</b>
<b>GCC 18.3</b>	If required, the Performance Security shall be in the form of : <b>Bank Guarantee/Bank Deposit Reciept/Demand Draft</b> If required, the Performance security shall be denominated in <b>Indian Rupees.</b>
<b>1</b>	<b>RIGHT OF THE OFFICE TO THE BIDS:</b> NIT, Tiruchirappalli reserves the right to accept/reject any or all the BIDs received without assigning any reason

	whatsoever. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. BIDs, not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.
2	<b>Period of Contract:</b> The contract will be for a period of 1(One) year initially with a trial period of 3 (three) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 9 (Nine) months. In case the services during the trial period are not satisfactory, the contract will be terminated with 30 days' notice. The NIT (TIRUCHIRAPPALLI) may renew/extend the contract to such further period(s), as it may deem proper and in any case not exceeding 3 (three) years from the date of commencement of work, having satisfied with regard to the quality and manner of the Service Provider's performance with the same financial terms and conditions. However, it shall be with consent/written request by the Service Provider in this regard. However, the renewal/extension of the contract beyond one year will be at the discretion of NITT.
3	<b>CONTRACT SECURITY DEPOSIT.</b> The Successful Bidder has to furnish Security Deposit equivalent to 3% contract value in the form of demand draft/ Bank Guarantee / Bank Deposit drawn in favour of The Director, NITT.
4	In case the Service Provider fails in fulfilling the obligations fully and in time, the NIT (TIRUCHIRAPPALLI) shall have the absolute right to take up the work at the Service Provider's cost and risk and recover any and all such expenses from the amounts due to the Service Provider including Security Deposit. The Institute shall have right to impose penalty commensurate with the fault and amount towards damages if any, as finalized by NITT, shall be recovered from the bill and/or security deposit
5	<b>New terms:</b> With mutual consent between the NIT Tiruchirappalli and the Contractor any other point can be included in the agreement at the time of its execution.
6	<b>Manpower Details:</b> The contractor will supply the list of Personnel to be deployed with full particulars such as age, parentage, address, qualification etc. before the commencement of the Agreement.
7	<b>Manpower bio data:</b> That, the contractor will have to submit copies of the following in respect of each of their employees deployed for the work at NIT Tiruchirappalli: Appointment Letter Bio-data including qualifications experience etc
8	<b>Leave:</b> That, the outsourcing agency would be responsible for maintenance of the leave record of the personal engaged by the agency. The leave applications of the outsourcing manpower would be forwarded to the outsourcing agency and the agency would be responsible to keep record of their leave and follow the relevant rules raise the bill accordingly.
9	Long leaves are not allowed to any manpower deployed by agency, if any manpower takes long leave then NIT Tiruchirappalli may ask to agency to replace the manpower.
10	The agency or deployed manpower by agency cannot choose any work or place/office of works. NIT Tiruchirappalli authority may ask any manpower to do work at any places/offices or any time can shift from one office to another based on requirements. Any other miscellaneous work of

	multi-tasking nature assigned by NIT Tiruchirappalli from time to time.
11	The Agency/Contractor shall employ adult staff and responsible for proper maintenance of decorum, punctuality, discipline, work output. They shall not disclose any secret official information to any unauthorized person.
12	The persons employed by the Contractor will not indulge in any unlawful or illegal activities which are against the interests of the NIT Tiruchirappalli.
13	That in case of any disciplinary inquiry to be conducted against any delinquent personnel provided for by the Contractor to NIT Tiruchirappalli, the same shall be held by the Officer of the Contractor, in consultation with The Director of the NIT Tiruchirappalli.
14	That no accommodation, any other allowance over and above the amount given to the personnel so employed shall be provided for by NIT Tiruchirappalli under this agreement. NIT Tiruchirappalli is at liberty to change this clause as and when needed.
15	Based on the requirement of each job, the candidates recommended by the Agency for engagement/deployment will be decided by NIT Tiruchirappalli and decision of the NIT Tiruchirappalli will be final in this regard. In case NIT Tiruchirappalli in its discretion finds any deployed person as not desirable and not suitable for whatever reasons will be at the sole discretion of the NIT Tiruchirappalli and upon so being notified by NIT Tiruchirappalli, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to NIT Tiruchirappalli.
16	<b>Responsibilities of the Bidder:</b> The workers employed by the Contractor shall be his sole employees and NIT Tiruchirappalli shall not have any relation whatsoever with employees of the Contractor. He will be fully responsible for their acts, conduct and any other liability
17	In case of any loss, theft, etc. caused by or attributable to any of the personnel deployed by the Agency, the NIT Tiruchirappalli shall have the right to claim the damages from the Agency
18	That the contractor shall be responsible for any loss or damage caused or suffered by NIT Tiruchirappalli on any account of negligence of the personnel supplied for by the contractor. This shall include any physical, financial and vicarious losses. Loss or damage caused to any property of NIT Tiruchirappalli by any act or omission on the part of contractor's employees/ personnel shall be borne by the contractor. In the eventually or such occurrence of loss or damage, the enquiry shall be made by the officers of the contractor in consultation with the officer of NIT Tiruchirappalli. The decision of The Director NIT Tiruchirappalli shall be treated as final in this regard after the said enquiry.
19	Service Provider will be fully responsible for any accident or mishaps involving workers engaged by the Service Provider and the Service Provider should meet the claims. The Service Provider shall indemnify the NIT (TIRUCHIRAPPALLI) from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Service Provider. The Service Provider will fully indemnify NIT (TIRUCHIRAPPALLI) against all claims in this regard.
20	<b>Evaluation criteria:</b> The documents submitted in the technical bid will be evaluated by the Committee. The bidders fulfilling the eligibility criteria

	mentioned in the tender will be considered for financial evaluation. The bidders do not meet the eligibility criteria will not be considered for further evaluation.																		
21	<p><b>Price Bid evaluation criteria</b> - The NITT shall compare the offer price by the bidders for the services listed in Annexure A and Annexure B and L1 bidder shall be awarded the work.</p> <p>If bidders have quoted same amount for the work then the preference will be given to the bidder whose geotechnical consultant has more years of experience in the respective field.</p>																		
22	<p><b>Penalty Clause</b></p> <p>PI shall have the right to impose penalties on the bidder for non-compliance with the provisions of the Agreement and scope of work. The penalties shall be imposed under the following circumstances:</p> <p><b>1. Failure to Conduct Inspection and Prepare Reports</b> If the bidder consultant fails to carry out inspection and prepare the required details in the prescribed <b>proforma as per Format 1 and Format II, 5% of the due monthly payment</b> of the bidding agency shall be deducted for that month.</p> <p><b>2. Delay in Submission of Test Reports</b> Delay (over and above 5 working days) in submission of monthly lab test report attracts penalty of double the charges quoted for testing from the running bill.</p> <p><b>3. Delay in Submission of Quality check Reports</b> Delay (over and above 5 working days) in submission of monthly quality check report attracts penalty of 10,000/day</p> <p><b>3. Absence of Team Members</b> If any team member remains absent from duty, the bidder shall deploy a <b>replacement personnel of equal or higher qualification and experience</b>, with prior intimation to PI. If bidding agency fails to deploy a suitable replacement, <b>per day/per visit penalties</b> shall be imposed as specified in the EOI for the duration of absence.</p> <table border="1"> <thead> <tr> <th>SI No</th> <th>Designation</th> <th>Penalty Amount (per day/ per visit)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Consultant</td> <td>7500/visit</td> </tr> <tr> <td>2</td> <td>Project Manager (team leader)</td> <td>7500/day</td> </tr> <tr> <td>3</td> <td>Project Engineer</td> <td>7500/day</td> </tr> <tr> <td>4</td> <td>Project Coordinator</td> <td>7500/day</td> </tr> <tr> <td>5</td> <td>Site Engineer</td> <td>7500/day</td> </tr> </tbody> </table> <p><b>4. Failure in Quality Assurance Responsibilities</b> From independent quality checks of the work executed by the construction agency and quality assured by the bidder. If such checks reveal that the works <b>do not meet the specified standards</b>, the following actions may be taken:</p> <ul style="list-style-type: none"> <li>• <b>No payment shall be made to bidder for the affected portion of work.</b></li> <li>• PI may impose a <b>penalty of up to 10% of the Contract Value.</b></li> <li>• PI may also <b>terminate the bidder services and forfeit the Performance Guarantee</b>, at its discretion.</li> </ul> <p><b>5. Unsatisfactory Performance of Team Members</b> If the performance of any team member deployed by the bidder's agency is found unsatisfactory, PI may instruct the bidder to <b>replace the concerned personnel within 7 days.</b></p>	SI No	Designation	Penalty Amount (per day/ per visit)	1	Consultant	7500/visit	2	Project Manager (team leader)	7500/day	3	Project Engineer	7500/day	4	Project Coordinator	7500/day	5	Site Engineer	7500/day
SI No	Designation	Penalty Amount (per day/ per visit)																	
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3	Project Engineer	7500/day																	
4	Project Coordinator	7500/day																	
5	Site Engineer	7500/day																	

	<p>If bidder fails to provide a suitable replacement within the stipulated time:</p> <ul style="list-style-type: none"> <li>• PI may arrange a <b>temporary replacement</b>, and</li> <li>• The cost incurred by PI shall be recovered from the bidder with a <b>deduction of 1.5 times the amount paid</b> by PI until a suitable replacement is deployed.</li> </ul> <p><b>6. Verification of As-Built Drawings</b></p> <p>If discrepancies are found in the <b>as-built drawings verified by the bidder</b>, a <b>penalty of 5% of the Contract Value</b> shall be deducted from the fee payable to the bidder.</p>
23	<b>Award of Contract:</b> NIT Tiruchirappalli is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids. The lowest quoted bids may not fetch award of contract if the Committee is not convinced with the details and proofs submitted by the vendors.
24	NIT Tiruchirappalli reserves the rights to award the contract/work in full or in parts to any Agency and also terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice if the performance of the Agency is found to be Not Satisfactory.
25	<b>Contract Agreement:</b> A Contract Agreement with all Terms & Conditions stipulated in the Tender has to be signed by both the parties within 15 days of issue of letter of award. The cost of stamp paper etc. will be borne by the Agency. Subsequent extension on satisfactory performance will be at the sole discretion of NIT Tiruchirappalli.
26	<p><b>Termination of The Contract:</b> - The contract may be terminated in any of the following contingencies: On the expiry of the contract period, without any notice; On giving one month's notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services; On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice. On Contractor being declared insolvent by the competent Court of Law without any notice; In case the Contractor is not interested to continue the contract subject to the condition that the Contractor shall give minimum three months' notice. If the Contractor does not give the requisite notice as mentioned before, then his security deposit shall be forfeited and Bank Guarantee shall be invoked.</p> <p>"Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period".</p>
27	The Courts at Tiruchirappalli only shall have the jurisdiction for the purpose of this agreement.
28	In the event or exigencies arising due to the death, infirmity, insolvency of the Contractor or for any other reason or circumstances, liabilities thereof the contract shall be borne by the following on such terms and conditions, as the Director, NIT Tiruchirappalli may further deem fit in public interest or revoke the contract, namely: a. Legal heirs, in case of sole proprietor b. Next partners, in the case of company of firm c. Otherwise the Director or his nominee, NIT Tiruchirappalli shall reserve the right to settle the matter accordingly to the circumstances of the case, as he/she may think proper.
29	<b>Dispute:</b> No party shall be allowed to be represented by the lawyer during any investigation enquiry, dispute or appeal.

**30**

**FORCE MAJEURE:** If at any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God/any kind of natural calamity (herein after referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non--performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist. In case of any dispute, the decision of THSTI, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract.

NIT, Tiruchirappalli

**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.	EMD Returning Form
5.	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 give details)
10. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
11. Certified that the bidder is:
- (a) A sole proprietorship firm and the person signing the bid document is the sole proprietor / constituted attorney of the sole proprietor,
- Or**
- (b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
- Or**
- (c) A company and the person signing the document is the constituted attorney.
- (NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the biddocument).**
12. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.
13. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
14. We are not participating, as a Bidder or as a sub contractor, in more than one bid in this bidding process, other than alternative bids submitted;
15. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder*	:	
GSTIN Number of the Bidder	:	
<b>NSIC / MSME REGISTERED BIDDERS DETAILS (IF APPLICABLE)</b> [THE SCANNED COPY OF THE CERTIFICATE TO BE UPLOADED IN THE EMD SECTION]		
MSME Registration Number & Validity of the Certificate	:	
NSIC Government Registration Number & Validity of the Certificate	:	
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

## Annexure I

Sl No	Technical Bid Criteria	Yes/No	Details	Remarks
1	Whether the bidder is a Partnership Firm / LLP / Private Limited Company, PSU, as applicable.			Attach proof
2	Whether the bidder has registration for PAN /TIN/TAN & GST etc.			
3	Whether the bidder has executed works with a cumulative amount of not less than Rupees Fifty Lakhs (₹50,00,000) in any <b>one</b> financial year during the <b>last three</b> fiscal years.			Attach proof
4	Whether the bidding firm has an in-house laboratory facility accredited by NABL, located within the same state (Kerala) in which the project is being executed.			Attach NABL Certificate and proof of the company location
5	Whether the agency has laboratory facility for performing geotechnical, water, and concrete testing along with a dedicated Geotechnical Design Section.			
6	Whether the bidding firm has experienced and qualified technical personnel comprising (a) <b>Two</b> No.s of Civil Engineering Consultants (B.Tech in Civil Engineering and M.Tech in Structural/Geotechnical/Transportation) with not less than twenty (20) years of professional experience and (b) <b>Four</b> No.s of Civil Engineers (B.Tech in Civil Engineering) with not less than ten (10) years of professional experience.			Attach Degree certificates and experience certificates
7	Whether the agency/Contractor has been blacklisted by any Govt., Semi-Govt. Dept., or any other organization.			Attach Self Declaration
8	True copy of Permanent Account Number			Attach proof
9	Details of Goods and Service Tax (GSTIN) along with a copy of certificate			Attach proof

## 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 II**  
**BOQ- Financial Bid**

	<b>Fianancial Bid</b>	<b>Amount</b>
<b>Refer Annexure A</b>	Consultant	
	Project Manager (Team leader)	
	Project Engineer	
	Project Coordinator	
	Site Engineer	
	<b>TOTAL</b>	
	<b>GST (18%)</b>	
	<b>TOTAL AMOUNT / per month (i)</b>	
<b>Refer Annexure B</b>	Soil	
	Concrete	
	Cement	
	Coarse Aggregate	
	Fine Aggregate	
	Water	
	Geogrid	
	DT Mesh	
	Wire	
	Weld Panel Mesh	
	Steel Reinforcement Bar	
	<b>TOTAL</b>	
	<b>GST (18%)</b>	
	<b>TOTAL AMOUNT (ii)</b>	

SI No	ABSTRACT	AMOUNT
1	<b>TOTAL AMOUNT / per month (i)</b>	
2	<b>TOTAL AMOUNT (ii)</b>	
	<b>(i) + (ii)</b>	

Signature of the Tenderer

Name & Address of the Tenderer with Office Stamp

Place:

**Date:**

### **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"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Bidder is not dependent agency of the Purchaser</li></ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**(TO BE PRINTED IN LETTER PAD OF THE FIRM)**

**EMD Returning Form**

To  
The Director  
National Institute of Technology,

Tiruchirappalli – 620 015

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

Sir / Madam,

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

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

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

Account Name	
Bank Account Number	
IFSC code	
Bank	

**Signature with Seal and Date**

## MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

To

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

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

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

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

### DECLARATION

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

Place: \_\_\_\_\_ Date: \_

---

Signature & Seal of the Authorized Signatory of the Party

## Section X. Contract Forms

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

### Table of Forms

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

NIT, Tiruchirappalli

## **Tender Acceptance Letter**

(To be given on Company Letter Head)

**Date:**

---

---

---

---

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. :

Name of Tender / Work :

**Dear Sir,**

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

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

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

**Yours Faithfully,**

**(Signature of the Bidder, with Official Seal)**

## Contract Agreement

*[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 ]*

**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]*<sup>5</sup>, 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...<sup>6</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

<sup>5</sup> 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.

<sup>6</sup> 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

## Indemnity Bond

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

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Signature of the authorized bidder with seal

**HELP PAGE FOR COVER-WISE UPLOADING THE TENDER DOCUMENTS  
IN E-TENDER PORTAL AFTER LOGGING IN TO THE BIDDER'S LOGIN**

**COVER - 1**

Cover No	Cover Type	Document Type	Description	Remarks
1	Fee	.pdf	Scanned Copy of Bid Security in the form of DD/BG/Exemption Certificate (MSME/NSIC)	EMD Amount specified in the Tender Document

**COVER - 2**

2	PreQual	.pdf	Declaration by the firm that it has never been black-listed	Self declaration by the firm duly signed & stamped
		.pdf	Profile of each Bidder	Previous supplies to the Govt. Institutions / Govt. Organisations.
		.pdf	True copy of Permanent Account Number	Scanned copy of PAN CARD of the firm
		.pdf	Details of Goods and Service Tax (GSTIN) along with a copy of certificate	GSTIN Registration certificate
		.pdf	Checklist for Bid/Tender Submission	Duly filled and signed and stamped Checklist for Bid / Tender Submission available in the page no.3
		.pdf	Copy of the last two years audited balance sheet of your firm	Audited Balance sheet of the firm for the last two years

**COVER – 3**

Cover No	Cover Type	Document Type	Description	Remarks
3	Technical	.pdf	Tender Forms (Techno Commercial Un-Priced Bid and Tender Acceptance Letter)	Techno commercial Un-priced bid and duly filled and signed Tender Acceptance letter available in Part – 4 Section IX
		.pdf	Scanned Copy of Completion Schedules	Previous supplies and installation along with completion certificate
		.pdf	Technical Bid (brochures /pamphlets)	Brochure / Pamphlet of the quoted Make & Models along with the specifications
		.pdf	Scanned Copy of written confirmation authorizing the signatory of the Bid to commit the Bidder	Authorising the signatory of the bid to commit the bidder in (written confirmation)
		.pdf	Technical Bid – Annexure I	Duly filled-in Technical checklist
		.pdf	Technical Bid attachments	Duly filled-in and signed Technical bid in PDF

**COVER - 4**

4	Finance	.pdf	Scanned Copy of Tender form (Priced Bid)	Duly filled and signed Tender Form (Price Bid) available in Part – 4 Section IX
		.pdf	BOQ -Annexure II	Duly filled in Price Bid
		.pdf	Scanned copy of item wise breakup of price bid	Item wise breakup of price bid in PDF (duly signed)