

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: www.nitt.edu Phone: 93014 81280

e-Procurement Notice

Ref: File No.586/22-23/SERB/CIV/KKB Dated:02-05-2023

Online tenders are hereby invited **in two Bid system** from Indian Nationals for the supply and installation of *Tower Workstation*.

Bidders can download complete set of bidding documents from e- procurement Platform https://eprocure.gov.in/eprocure/app from **02-05-2023** @ **06.55 p.m.** 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: 22-05-2023 @3 p.m. (Server time). Late bids shall not be accepted.

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

CRITICAL DATE SHEET

Published Date	02-05-2023 @ 6.55 p.m.
Bid Document Download Start Date	02-05-2023 @ 6.55 p.m.
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	02-05-2023 @ 6.55 p.m.
Bid Submission End Date	22-05-2023 @ 3 p.m.
Bid Opening Date(Technical)	23-05-2023 @ 3 p.m.
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 ELECTRICAL AND ELECTRONICS ENGINEERING

Web: www.nitt.edu Phone: 93014 81280



Tender Document (e - Procurement)

Tender Notification No	!	File No.586/22-23/SERB/CIV/KKB
Date	:	02-05-2023
Name of the Department	:	CIVIL ENGINEERING
Name of the component	:	Tower Workstation
Quantity required	:	1 No.
EMD Amount	:	Rs.10,000/-
Last Date & Time of submission of Tender	:	22-05-2023 @ 3 P.M
Address for submission of Tender	:	THE DIRECTOR, NIT TIRUCHIRAPPALLI- 15 KIND ATTENTION TO: Dr.KAMAL KRISHNA BERA ASSISTANT PROFESSOR, CIVIL ENGINEERING Dept.
Date & Time of opening of technical bid	:	23-05-2023 @ 3 P.M

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 three years audited balance sheet	
	of your firm	•
3.	Have you attached the copy of the GSTIN certficate	
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).	
	If the bidder requesting EMD exemption, kindly attached copy of	
	the NSIC / MSE (Micro & Small enterprises register in UDYAM	
	Portal), Certificate should be visible, if not visible the	
	bidder will be disqualified).	
7.	Startup company exempted from Prior turnover & Prior Experience	
	(Startup certificate registered with DIPP should be enclosed)	
8.	Have you uploaded filled in Technical forms in Excel sheet	
9.	Have you uploaded the PDF of filled in Technical form of Excel Sheet	
10.	Have you submitted samples of all items indicated in the respective	
	schedule of requirements at the address of tender inviting authority	
	within due date.(if applicable as mentioned in the specification and	
	requirements)	
11.	Have you enclosed the schedule of requirement indicating the make	
	offered without indicating the pricing components along with the	
	techno commercial unpricedbid?	
12.	Have you submitted the bids both techno commercial unpriced and	
	priced bid separately for each tender?	
13.	Have you enclosed the statement of deviations from financial terms and	
	conditions, if any?	
	PRICE BID	
1.	Have you signed and attached the priced bid form?	
2.	Have you attached the schedule of requirements duly priced?	
	1	

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Part - 1 Bidding Procedures

Section I: Instructions for Online Bid Submission

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

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

- and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time ofbids.
- 15. Bidder should submit the Tender Fee / EMD as specified in the tender. The hard copy should be posted / couriered / given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 16. The 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 bidpackets.
- 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 berejected.

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 thetender.
- 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 bidsubmission.

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 bidopening.
- 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 anyperson.
- 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 theauthorized 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.

Section II: Instructions to Bidders

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Section II. Instructions to Bidders

	A.Gen	eral
1	SCOPE	
		Supply of <u>Tower Workstation</u> as per Spécifications. Through out these Bidding
		Documents unless the context otherwise requires: "
		a. 'in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
		b. "Institution means National Institute of Technology, Tiruchirappalli'
2	ELIGIB	LE BIDDERS
	2.1	A Bidder may be a firm, a company, a Limited Liability Partnership (LLP), a
		government-owned entity or any combination of such entities in the form of a Joint
	2.2	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 Représentative 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
	2.5	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 isunder common control
		with another Bidder; or
		b receives or has received any direct or indirect subsidy from another Bidder;
		or
		c has the same legal representative as another Bidder; or
		d has a relationship with another Bidder, directly or through common third
		parties, that puts it in a position to influence the bid of another Bidder, or
		influence the decisions of the Purchaser regarding this bidding process; or
		e Participates in more than one bid in this bidding process. Participation by a
		Bidder in more than one Bid shall result in the disqualification of all Bids in which such Bidder is involved. This, however does not limit the inclusion
		of the same subcontractor in more than one bid; or
		f Has a close business or family relationship with a professional staff of the
		Purchaser (or of the project implementing agency, or of a recipient of a part
		of the loan) who:
		(i) are directly or indirectly involved in the preparation of the bidding
		documents or specifications of the contract, and/or the bid evaluation
		process of such contract; or
		(ii) would be involved in the implementation or supervision of such contract.
	2.4	A foreign firm and individual may be ineligible if as a matter of law or regulations,
		India prohibits commercial relations with the country of bidder.
	2.5	A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser,
3	CONTI	as the Purchaser shall reasonably request. ENTS OF BIDDING DOCUMENT
3		
	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
		Sections indicated below, and should be read in conjunction with any Addenda if any, issued.
		uity, iosucu.

	3.2	The Invitation for Dide issued by the Durcheson is not part of the Didding
	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
	5.5	the completeness of the document, responses to requests for clarification, the
		Minutes of the pre- Bid meeting (if any), or Addenda to the Bidding Document.
		In case of any contradiction, documents obtained directly from the Purchaser shall
		prevail.
	3.4	The Bidder is expected to examine all instructions, forms, terms, and specifications
		in the Bidding Documents and to furnish with its Bid all information or
		documentation as required by the Bidding Documents.
4	CLARII	FICATION OF BIDDING DOCUMENTS, SITE VISIT, PRE-BID MEETING
	4.1	A Bidder requiring any clarification of the Bidding Document shall contact the
		Purchaser in writing at the Purchaser's address specified in the BDS or raise its
		enquiries during the pre-bid meeting if provided. The Purchaser will respond in
		writing to any request for clarification, provided that such request is received prior
		to the deadline for submission of bids within a period specified in the BDS.
	4.2	The Bidder is advised to visit and examine the project site and obtain for itself on
		its own responsibility all information that may be necessary for preparing the bid
		and entering into a contract for procurement of Goods. The costs of visiting shall
	4.3	be at the Bidder's own expense The Bidder's designated representative is invited to attend a reachid meeting. The
	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
_	A 1	shall not be a cause for disqualification of a Bidder.
5		ment of Bidding Document
	5.1	At any time prior to the deadline for submission of bids, the Purchaser may, for
		any reason, whether at its own initiative or in response to a clarification
		requested by a prospective bidder, modify the bidding documents by corrigendum. In case of e-procurement, corrigendum / amendment shall be published on
		https://eprocure.gov.in/eprocure/app.
	5.2	Any addendum issued shall be part of the Bidding Documents and shall be
		communicated in writing to all who have obtained the Bidding Documents from
	Ť	the Purchaser. The Purchaser shall also promptly publish the addendum on the
		Purchaser's webpage.
	5.3	The Purchaser may, at its discretion to give prospective Bidders reasonable time
		in which to take an addendum into account in preparing their bids, extend the
		deadline for the submission of bids.
		C.PREPARATION OF BIDS
6		AGE OF BID:
		as well as all correspondence and documents relating to the bid exchanged by the Bidder
	and the P	rurchaser, shall be written in the language specified in the BDS. Supporting documents and

		terature that are part of the Bid may be in another language provided they are accompanied
	•	curate translation of the relevant passages into the language specified in the BDS, in which
7		purposes of interpretation of the Bid, such translation shallgovern.
'		ents Comprising the Bid
		nder/Bid shall be submitted online in two part, viz., Technical Bid and
	Comme	
	7.1	TECHNICAL BID The following do symmetre are to be accounted and unloaded as next of the Technical
		The following documents are to be scanned and uploaded as part of the Technical
		Bid as per the tender document:
		a Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender Acceptance Letter,);
		 b Scanned copy of the completed Schedules c Scanned copy of Bid Security or copy of proof for submission of Tender
		Document Fee/ Earnest Money Deposit etc.; d Scanned copy of written confirmation authorizing the signatory of the Bid to
		commit the Bidder;
		e Scanned copy of documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is
		accepted and
		the Bidder's eligibility to bid;
		f Scanned copy of
		i. documentary evidence, that the Goods and Related Services to be supplied by
		the Bidder are of eligible origin and
		ii. conform to the Bidding Documents, and
		iii. any other document required in the BDS;
		g Scanned copy of Pre-Qualification Details as per Section-IV like PAN/GST
		etc.
		h EMD Returning Form.
		i Mandate Form For Electronic Fund Transfer/RTGS Transfer.
		j Technical Bid.
		The Technical specifications format is s available in Excel sheet
		TECHNICAL.xls in this E-Tender document at https://eprocure.gov.in/
		eprocure/app. Bidders are advised to download TECHNICAL.xls and fill
		their specifications in the prescribed column and upload the same in the
		Technical bid along with other required documents. The hard copy of the
		filled in Technical specifications (Excel) to be scanned and to be uploaded in
		PDF.
	7.2	COMMERCIAL BID
		The commercial bid comprises of:
		i. Scanned copy of Tender Form (Price Bid)
		ii. Price BID in the form of BoQ_XXXXX.xls.
		iii. Scanned copy of item wise break up of price bid.
		The Price bid format is provided a BoQ_XXXXX.xls along with this Tender
		Document at https://eprocure.gov.in/eprocure/app. Bidders are advised to
		download this BoQ_ XXXXX.xls and quote their offer/rates in the prescribed
		column. Bidders can quote Basic Price in INR or CURRENCY (for other than
		INR) but it is mandatory to quote taxes/levies in INR only, in the prescribed
<u> </u>	7.2	column and upload the same in the commercial bid.
	7.3	The Bidder shall furnish in the Tender Forms information on commissions and
		gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

8		Tender Forms (Technical and Price) and Price Schedule(BOQ)
		Tender Forms and Price Schedules (Bill of Quantity-BOQ) shall be prepared using
		the relevant forms furnished in Section IX, Bidding Forms and BOQ provided. The
		forms must be completed without any alterations to the text, and no substitutes
		shall be accepted. All blank spaces shall be filled in with the information requested.
9		Alternative Bids
		Unless otherwise specified in the BDS, alternative bids shall not be considered
10	10.1	Bid Prices and Discounts
		The prices and discounts quoted by the Bidder in the Tender Forms and in the Price
		Schedules (BOQ) shall conform to the requirements specified as under.
		a All lots (contracts) and items must be listed and priced separately in the Price
		Schedules (BOQ).
		b The price to be quoted in the Tender Forms shall be the total price of
		the bid, excluding any discounts offered.
		c The Bidder shall quote any discount and indicate the methodology for their
		application in the Tender Forms.
		d Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise
		specified in the BDS. A bid submitted with an adjustable price quotation shall
		be treated as non- responsive and shall be rejected. However, if in accordance
		with the BDS, prices quoted by the Bidder shall be subject to adjustment
		during the performance of the Contract, a bid submitted with a fixed price
		quotation shall not be rejected, but the price adjustment shall be treated as
		zero.
	10.2	Bids are being invited for individual lots (contracts) or for any combination of lots
		(packages). Unless otherwise specified in the BDS, prices quoted shall correspond
		to 100% of the items specified for each lot and to 100% of the quantities specified
		for each item of a lot. Bidders wishing to offer discounts for the award of more
		than one Contract shall specify in their bid the price reductions applicable to each
		package, or alternatively, to individual Contracts within the package. Discounts
		shall be submitted provided the bids for all lots (contracts) are opened at the same
	10.2	time.
	10.3	Prices shall be quoted as specified in each Price Schedule (BOQ) as provided. The
		dis-aggregation of price components is required solely for the purpose of
		facilitating the comparison of bids by the Purchaser. This shall not in any way limit
		the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible
		country. Similarly, the Bidder may obtain insurance services from any eligible
		country. Prices shall be entered in the following manner:
		a For Goods manufactured in India:
		1. GST payable on the Goods, if the contract is awarded to the Bidder; and
		2. The price for inland transportation, insurance, and other local services required
		to convey the Goods from the named place of destination to their final
		destination (Project Site) specified in the BDS;
		c For Related Services, other than inland transportation and other services
		required to convey the Goods to their final destination, whenever such Related
		Services are specified in the Schedule of Requirements:
		1. The price of each item comprising the Related Services (inclusive of any applicable taxes)
11		Currencies of Bid and Payment:
11		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.
	l	m and 220. The Blood shall quote in Indian Rapees.

	10.1	
12	12.1	Documents Establishing the Eligibility and Qualifications of the Bidder
		To establish Bidder's their eligibility, Bidders shall complete the Tender Form
		(Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX,
	10.0	Bidding Forms.
	12.2	The documentary evidence of the Bidder's qualifications to perform the contract
		if its bid is accepted shall establish to the Purchaser's satisfaction:
		a that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization
		using the form included in Section IX, Bidding Forms to demonstrate that it
		has been duly authorized by the manufacturer or producer of the Goods to
		supply these Goods in India;
		b that, if required in the BDS, in case of a Bidder not doing business within
		India, the Bidder is or will be (if awarded the contract) represented by an
		Agent in the country equipped and able to carry out the Supplier's
		maintenance, repair and spare parts-stocking obligations prescribed in the
		Conditions of Contract and/or Technical Specifications;
13	13.1	Period of Validity of Bids
		Bids shall remain valid for the period specified in the BDS after the bid
		submission deadline date prescribed by the Purchaser. A bid valid for a shorter
		period shall be rejected by the Purchaser as non –responsive.
	13.2	In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an
		extension of the period of validity. The request and the responses there to shall be
		made in writing. A Bidder may refuse the request without forfeiting its Earnest
		Money Deposit (EMD). A Bidder acceding to the request will neither be required
1.4	1.1.1	nor permitted to modify the bid.
14	14.1	Bid Security
		The Bidder shall furnish as part of its bid, a bid security, as specified in the BDS,
	14.2	in original form the amount and currency as specified in the BDS. If a bid security is specified, the bid security shall be a
	14.2	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
	146	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:
		i. sign the Contract; or

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

F	1	
	20.3	Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation,
		bid comparison or contract award decisions may result in rejection of the Bidder's
		bid.
21	21.1	To assist in the examination, evaluation, comparison of the bids, and qualification
		of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a
		clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid
		and that is not in response to a request by the Purchaser shall not be considered.
		The Purchaser's request for clarification and the response shall be in writing. No
		change, including any voluntary increase or decrease, in the prices or substance of
		the Bid shall be sought, offered, or permitted, except to confirm the correction of
		arithmetic errors discovered by the Purchaser in the Evaluation of the bids.
	21.2	If a Bidder does not provide clarifications of its bid by the date and time set in the
		Purchaser's request for clarification its bid may be rejected.
22	22.1	Determination of Responsiveness:
		The Purchaser's determination of a bid's responsiveness is to be based on the
		contents of the bid itself.
	22.2	A substantially responsive Bid is one that meets the requirements of the Bidding
		Documents without material deviation, reservation, or omission.
	22.3	The Purchaser shall examine the technical aspects of the bid submitted in
		accordance with instructions specified in tender document, in particular, to confirm
		that all requirements enumerated in the 'Schedule of Requirements' Section-VI
		have been complied with, without any material deviation or reservation or
		omission.
	22.4	If a bid is not responsive to the requirements of Bidding Documents, it shall be
		rejected by the Purchaser and may not subsequently be made responsive by
		correction of the material deviation, reservation or omission.
23		Conversion to Single Currency: For evaluation and comparison purposes, the
		currency(ies) of the Bid shall be converted in a single currency as specified in the
24		BDS. Marsin of Dusfavor and Halass otherwise and ified in the DDS a marsin of
24		Margin of Preference: Unless otherwise specified in the BDS, a margin of
25	25.1	preference shall not apply. Evaluation of Bids: The Purchaser shall use the criteria and methodologies listed
25	23.1	
	25.2	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;
	25.2	T I I I I I I I I I I I I I I I I I I I
	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:
	4J. 4	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;
	1	one contract to arrandor to the Didder,
		c any allowance for price adjustment during the period of execution of the
		c any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

	25.5	The Durcheson's evaluation of a hid may require the consideration of other feature
	23.3	The Purchaser's evaluation of a bid may require the consideration of other factors,
		in addition to the Bid Price quoted. These factors may be related to the
		characteristics, performance, and terms and conditions of purchase of the Goods
		and Related Services. The effect of the factors selected, if any, shall be expressed
		in monetary terms to facilitate comparison of bids.
26		Comparison of Bids:
		The Purchaser shall compare the evaluated prices of all substantially responsive
		bids established to determine the lowest evaluated bid. The comparison shall be on
		the basis of CIP-Carriage and Insurance Paid to (place of destination) prices for
		imported goods and EXW – Ex Works (named place of delivery) prices, plus cost
		of inland transportation and insurance to place of destination, for goods
		manufactured within India, together with prices for any required installation,
		training, commissioning and other services. The evaluation of prices shall not take
		into account custom duties and other taxes levied on imported goods quoted CIP
		and sales and similar taxes levied in connection with the sale or delivery of goods.
27	27.1	Qualification of the Bidder:
2,	27.1	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
	27.2	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
	21.3	the Bidder. A negative determination shall result in disqualification of the bid, in
		which event the Purchaser shall proceed to the next lowest evaluated bid to make
		a similar determination of that Bidder's qualifications to perform satisfactorily.
28		Institutes Right to Accept any Bid and to Reject any or all bids:
20		The Institute reserves the right to accept or reject any bid, and to annul the bidding
		process and reject all bids at any time prior to contract award, without thereby
		incurring any liability to Bidders. In case of annulment, all bids submitted and
		specifically, bid securities, shall be promptly returned to the Bidders.
		F.AWARD OF CONTRACT
29		Award Criteria:
29		The Purchaser shall award the Contract to the Bidder whose bid has been
		determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided the Bidder is determined to be qualified to perform
		the Contract satisfactorily.
30		Purchasers Right to vary Quantities at Time of Award:
30		At the time the Contract is awarded, the Purchaser reserves the right to increase or
		-
		decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages
		specified in the BDS, and without any change in the unit prices or other terms and
		conditions of the bid and the Bidding Documents.
31	31.1	Notification of Award:
31	31.1	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 Price?) At the same time, the
		of Contract and Contract Forms called "the Contract Price"). At the same time, the
	1	Purchaser shall also notify all other Bidders of the results of the bidding.

	31.2	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
	31.3	The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.
32	32.1	Signing of Contract: Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
	32.2	Within Fifteen (15) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
	32.3	Notwithstanding anything contained in clause 32.2, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
33	33.1	Performance Security: The Successful bidder has to submit Security deposit/Performance Guarantee @ 3% order value in the form of DD/Bank Guarantee/Fixed deposit(In the name of NITT) Within Fourteen (14) 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.

Section III. BID Data Sheet (BDS)

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

Sl. No.	A. General
1.	The reference number of the Invitation for Bids is File No.586/22-23/SERB/CIV/KKB.
2.	The Purchaser is The Director , NIT Tiruchirappalli. Kind Attention To :
	Dr.KAMAL KRISHNA BERA, ASSISTANT PROFESSOR, CIVIL ENGINEERING Dept

Sl. No.	B. Contents of Bidding Documents					
3.	For Clarification of bid	purposes only, the Purchaser's address is CIVIL				
	ENGINEERING Dept, Natio	onal Institute of Technology, Tiruchirappalli, 620015				
	Attention : Dr.KAMAL KRISHNA BERA, ASSISTANT PROFESSOR, CIVIL ENGINEERING Department					
	Address : Na	tional Institute of Technology, Tiruchirappalli,				
	Floor / Room number : -					
	City : Tiruchirappalli					
	ZIPCode : 620015					
	Country : India					
	Telephone : 93014 81280					
	E-Mail : kamal@nitt.edu					
4.	Web page	: https://eprocure.gov.in/eprocure/app				
5.	A site visit shall not be organized by the purchaser.					
6.	A Pre-Bid meeting date and venue	: Not Applicable Not Applicable				

Sl. No.	C. Preparation of Bids
1.	The language of the bid is: English.
	All correspondence exchange shall be in English.
	Language for translation of supporting documents and printed literature is English.
2.	The Bidder shall submit the following additional documents in its bid: NA
3.	Alternative Bids shall not be considered.
4.	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
5.	Place of Destination: is National Institute of Technology, Tiruchirappalli, 620015.
6.	Final destination (Project Site): CIVIL ENGINEERING Dept, National Institute of
	Technology, Tiruchirappalli, 620015.
7.	The prices shall be quoted by the bidder in : Indian Rupee / Foreign Currency
	of Principal's Country (Preferably in IndianRupees)
	The Bidder is required to quote in Indian Rupees (INR), the portion of the bid price that corresponds to expenditures incurred in Indian Rupees(INR).
8.	Manufacturer's authorization is Required
9.	After sales service is Required.
10.	The bid validity period shall be 180 days
11.	EMD / Bid security Rs.10,000 /- shall be paidby the way of Demand Draft (DD) / Bank Gauarantee (BG) in favor of The Director, National Institute of Technology, Tiruchirappalli and should be valid for a period of 45 days beyond the BID validity period. All tenders received without EMD / Bank Security shall be rejected
12.	Other types of acceptable securities: NA

Sl. No.	D. Submission and Opening of Bids				
1.	Attention	: Dr.KAMAL KRISHNA BERA, ASSISTANT PROFESSOR, CIVIL ENGINEERING Department.			
	StreetAddress	: National Institute of Technology, Tiruchirappalli,			
	City	: Tiruchirapalli			
	ZIP/PostalCode	: 620 015			
	Country	: India			
	The deadline for bid su	abmission is:			
	Date and Time	: 22-05-2023 @ 3 p.m.			
	The electronic bidding for Online Bid Submis	opening procedures shall be as given in Section I-Instructions sion.			
2.	The bid opening shall take place at: Stores and Purchase Section, National Institute of Technology, Tiruchirappalli-620015.				
	StreetAddress	: National Institute of Technology, Tiruchirappalli			
	Floor / Room number	: Admininstrative Block			
	City	: Tiruchirappalli			
	Country	: India			
	Date and Time	: 23-05-2023 @ 3 p.m.			
	The electronic biddin Instructions for Online	g opening procedures shall be as given in Section I - Bid Submission.			

Sl. No.	E. Evaluation and Comparison of Bids
1.	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is :
	Indian Rupees
	The source of exchange rate shall be: Reserve Bank of India.
	The date for the exchange rate shall be: Last day for submission of Bids.
2.	A margin of domestic preference shall apply.
3.	Evaluation will be done for concern equipment.
	Note: Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.

Sl. No.	F. Award of Contract
4.	The maximum percentage by which quantities may be increased is :NA
	The maximum percentage by which quantities maybe decreased is:NA

Section IV. Prequalification

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

Section V. Institute against the Corruptand Fraudulent Practices

Institue 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...
 - (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 anobligation;²
 - (iii) "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of anotherparty;³
 - (iv) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of aparty;⁴
 - (v) "Obstructive Practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and / or threatening, harassing or Intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing their vestigation.
- b) Besides actions under clause (a) Institute may also take action to blacklist such bidder either indefinitely or for a specified period.

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

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

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

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

Part - 2 Supply Requirements

Section VI. Schedule of Requirements

Contents

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

1. List of Goods and Delivery Schedule

		Qty	Physical unit		Delivery (as per Incoterms) Date		
Item No.	Description of Goods			Final (Project Site) Destination as specified in BDS	Earliest Delivery Period (Weeks)	Latest Delivery Period (Weeks)	Bidder's offered Delivery period [to be provided by the bidder]
1.	Tower Workstation	1	Nos	CIVIL ENGINEERING Dept	8	10	

1. List of Related Services and Completion Schedule

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

Technical Specifications

1	Tower 1000W Chassis
	Chipset: Intel® C422
2	Operating System: Windows 11 Pro 64 for Workstations Factory Preloaded
3	Processor: Intel Xeon W-2223 3.6GHz 2666MHz 4C 120W CPU
4	Memory: 128GB (2x64GB) DDR4 2933 DIMM ECC Registered
	Memory Slot: 8 or above. Maximum memory: Supports up to 512 GB
5	Graphic Card: NVIDIA RTX A4000 16 GB FH Blower Fan 4DP PCIe x16 Graphics
6	No Adapters Needed
7	Operating System Load to M.2
8	SDD: 1TB M.2 2280 PCIe NVMe TLC Solid State Drive
9	HDD: 4TB 7200RPM SATA 3.5in Enterprise
10	USB 320K Keyboard & Wired 320M Mouse
11	No Included ODD
12	Base FIO 4xUSB3 Type A
13	Fan and Front Card Guide Kit
14	Memory Cooling Solution
15	465W/750W Country Kit INDIA
16	3/3/3 (material/labor/onsite) Warranty
17	Single unit (TWR) Packaging
18	Std CPU Cooling Solution
19	FHD 23.8 Monitor, IPS Display, On-screen controls; Anti-glare; Height Adjust/Tilt/Swivel/Pivot; Eye Ease, 4 SuperSpeed USB Type-A 5Gbps signalling rate (1 charging), 1 DP, 1 HDMI.

Note:

- 1) Technical Specification should be duly filled by the bidder no fields were left blank and appropriate value will be filled. (don't fill it as Yes complied or Yes).
- 2) A separate excel worksheet (TEC---1920.xls) is available in the tender document, the same to be filled in and uploaded along with the tender document.

Part-3 Contract

Section VII General Conditions of Contract

Table of Clauses

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31.	Change Orders and Contract Amendments
32.	Extensions of Time
33.	Termination
34.	Assignment

	Section VII General Conditions of Contract		
1		Definitions: The following words and expressions shall have the meanings hereby assigt 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.	
	С	"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.	
	1	"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.	
	О	"The Project Site," where applicable, means the place named in the SCC.	

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

11		under the provision of the Arbitrations and Conciliation Act, 1996. Obligations During Arbitrations
		National Institute of Technology, Tiruchirappalli to the sole arbitrator for arbitration
	10.3	All questions, disputes and differences arising shall be referred by the The Director,
		the Contract.
		matter. Arbitration may be commenced prior to or after delivery of the Goods under
		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
		party of its intention to settle the issue by arbitration, as hereinafter provided, as to
		consultation, then either the Purchaser or the Supplier may give notice to the other
	10.2	If the parties have failed to resolve their dispute or difference by such mutual
		connection with the Contract.
		informal negotiation any disagreement or dispute arising between them under or in
		The Purchaser and the Supplier shall make every effort to resolve amicably by direct
10	10.1	Settlement of Disputes
		or entity in that country.
		any import of goods from that country or any payments to any country, person,
		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
		the import of goods and services prohibitions in India when
		a Throughout the execution of the Contract, the Contractor shall comply with
		import of goods and services prohibitions in India when
	9.2	Throughout the execution of the Contract, the Contractor shall comply with the
		India, unless otherwise specified in the SCC.
		The Contract shall be governed by and interpreted in accordance with the laws of
9	9.1	Governing Law:
	0.2	whichever is later.
	8.2	A notice shall be effective when delivered or on the notice's effective date,
		in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
8	8.1	Notices Any notice given by one party to the other pursuant to the Contract shall be
0	0 1	Components.
		recognized article results that differs substantially in its basic characteristics from its
		processed; or through manufacture, processing, or assembly, another commercially
		where the goods have been grown, mined, cultivated, produced, manufactured, or
		origin in Eligible Countries. For the purpose of this Clause, origin means the country
	7.5	All Goods and Related Services to be supplied under the Contract shall have their
		supplier
		with the provisions of the laws of that country. Nationality must be disclosed by the
		it is a citizen or constituted, incorporated, or registered, and operates in conformity
	7.4	A Supplier or Subcontractor shall be deemed to have the nationality of a country if
	7.4	or any other Law for the time being in-force. The Supplier and its Subcontractors shall have the nationality of an eligible country.
	7.3	The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law
	7.2	The Bidder should not be disqualified for contract under the law of the India.
		The Bidder should not have been declared insolvent by the competent court.
7	7.1	Eligibility:
		consent of the Purchaser.
		the joint venture, consortium, or association shall not be altered without the prior

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

	17.2	For goods Manufactured within India, the Supplier shall be entirely responsible for
	17.2	
		all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
	17.2	
	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.
18	18.1	Performance Security:
		If required as specified in the SCC, the Supplier shall, within twenty-one (21) days
		of the notification of contract award, provide a performance security for the
		performance of the Contract in the amount specified in the SCC
	18.2	The proceeds of the Performance Security shall be payable to the Purchaser as
		compensation for any loss resulting from the Supplier's failure to complete its
		obligations under the Contract.
	18.3	As specified in the SCC, the Performance Security, if required, shall be
		denominated in the currency(ies) of the Contract or in a freely convertible currency
		acceptable to the Purchaser; and shall be in one of the format stipulated by the
		Purchaser in the SCC, or in another format acceptable to the Purchaser.
	18.4	Performance security should remain valid for a period of sixty days beyond the
		date of completion of all contractual obligations of the supplier including warranty
		obligation.
	18.5	Bid security shall be refunded to the successful bidder 6-8 weeks of receipt of
		performance security.
19		Copyright
		The copyright in all drawings, documents, and other materials containing data and
		information furnished to the Purchaser by the Supplier herein shall remain vested in
		the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier
		by any third party, including suppliers of materials, the copyright in such materials
		shall remain vested in such third party.
20	20.1	Confidential Information
		The Purchaser and the Supplier shall keep confidential and shall not, without the
		written consent of the other party hereto, divulge to any third party any documents,
		data, or other information furnished directly or indirectly by the other party hereto
		in connection with the Contract, whether such information has been furnished prior
		to, during or following completion or termination of the Contract. Notwithstanding
		the above, the Supplier may furnish to its Subcontractor such documents, data, and
		other information it receives from the Purchaser to the extent required for the
4		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
1		shan obtain from such Subcontractor an undertaking of confidentiality similar to that
		imposed on the Supplier under GCC Clause 20.
	20.2	= = _ = _ = _ = _ = _ = _ = _
	20.2	imposed on the Supplier under GCC Clause 20.
	20.2	imposed on the Supplier under GCC Clause 20. The Purchaser shall not use such documents, data, and other information received
	20.2	imposed on the Supplier under GCC Clause 20. 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
	20.2	imposed on the Supplier under GCC Clause 20. 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
		imposed on the Supplier under GCC Clause 20. 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.
		imposed on the Supplier under GCC Clause 20. 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. The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however,
		imposed on the Supplier under GCC Clause 20. 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. The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
		imposed on the Supplier under GCC Clause 20. 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. 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;
		imposed on the Supplier under GCC Clause 20. 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. 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

	1						
		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					
	20.3	whatever reason, of the Contract.	101				
21	21.1	•					
21	21.1	Subcontracting	1				
		The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the supplier shall notify the Purchaser in writing of all subcontracts awarded under the supplier shall notify the Purchaser in writing of all subcontracts awarded under the supplier shall notify the Purchaser in writing of all subcontracts awarded under the supplier shall notify the Purchaser in writing of all subcontracts awarded under the supplier shall not su					
		he Contract if not already specified in the bid. Such notification, in the original					
		r later on shall not relieve the Supplier from any of its obligations, du	ties,				
		esponsibilities, or liability under the Contract.					
	21.2	Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.					
22	22.2	pecifications and Standards					
		Sechnical Specifications and Drawings					
		a The Goods and Related Services supplied under this Contract shall conform	m to				
		the technical specifications and standards mentioned in Section-VI, Sche					
		of Requirements and, when no applicable standard is mentioned, the standard					
		shall be equivalent or superior to the official standards whose application					
		appropriate to the Goods' country of origin or India.					
		b Wherever references are made in the Contract to codes and standard	s in				
		accordance with which it shall be executed, the edition or the revised ver					
		of such codes and standards shall be those specified in the Schedule					
		Requirements. During Contract execution, any changes in any such codes					
		standards shall be applied only after approval by the Purchaser and shall					
		treated in accordance with GCC Clause 33.	DE				
23	23.1	Packaging and Documents					
23	23.1		hair				
		The Supplier shall provide such packing of the Goods as is required to prevent to					
		amage or deterioration during transit to their final destination, as indicated in					
		Contract. During transit, the packing shall be sufficient to withstand, with					
		mitation, rough handling and exposure to extreme temperatures, salt					
		recipitation, and open storage. Packing case size and weights shall take					
		onsideration, where appropriate, the remoteness of the goods' final destination	ana				
-	22.2	he absence of heavy handling facilities at all points in transit.	1 11				
	23.2	The packing, marking, and documentation within and outside the packages shall					
		comply strictly with such special requirements as shall be expressly provided for in					
		the Contract, including additional requirements, if any, specified in the SCC, and in					
		any other instructions ordered by the Purchaser.					
24		nsurance					
		Juless otherwise specified in the SCC, the Goods supplied under the Contract s					
		be fully insured—in a freely convertible currency from an eligible country—against					
		loss or damage incidental to manufacture or acquisition, transportation, storage, and					
		delivery, in accordance with the applicable Incoterms or in the manner specified in					
		the SCC.					
25	25.1	Transportation and Incidental Services					
		The Supplier is required under the Contract to transport the Goods to a special	ified				
		place of final destination within India, defined as the Project Site, transport to such					
		lace of destination in India, including insurance and storage, as shall be speci					
		in the Contract, shall be arranged by the Supplier, and related costs shall be					

		incl	uded in the Contract Price"; or any other agreed upon trade terms (specify the					
		resp	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	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;					
		С	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	Pric exce	es charged by the Supplier for incidental services, if not included in the Contract e for the Goods, shall be agreed upon in advance by the parties and shall not eed the prevailing rates charged to other parties by the Supplier for similar rices otherwise shall be at the cost of suppliers.					
26	26.1	Insp	pections and Tests					
		such	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	requests perfect stand expect the man Con	Purchaser may require the Supplier to carry out any test and/or inspection not aired by the Contract but deemed necessary to verify that the characteristics and formance of the Goods comply with the technical specifications codes and dards under the Contract, provided that the Supplier's reasonable costs and enses incurred in the carrying out of such test and/or inspection shall be added to Contract Price. Further, if such test and/or inspection impedes the progress of sufacturing and/or the Supplier's performance of its other obligations under the stract, due allowance will be made in respect of the Delivery Dates and impletion Dates and the other obligations so affected.					

26.6						
26.6	The Supplier shall provide the Purchaser with a report of the results of any such test					
267	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.					
	Liquidated Damages					
	Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all					
	of the Goods by the Date(s) of delivery or perform the Related Services within the					
	period specified in the Contract, the Purchaser may without prejudice to all its					
	other remedies under the Contract, deduct from the Contract Price, as liquidated					
	damages, a sum equivalent to the percentage specified in the SCC of the delivered					
	price of the delayed Goods or unperformed Services for each week or part thereof					
	of delay until actual delivery or performance, up to a maximum deduction of the					
	percentage specified in those SCC. Once the maximum is reached, the Purchaser					
20.1	may terminate the Contract pursuant to GCC Clause 33.					
28.1	Warranty The Supplier records that all the Coolds are now proved and of the most record and					
	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					
20.2	materials, unless provided otherwise in the Contract.					
28.2	Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods					
	shall be free from defects arising from any act or omission of the Supplier or arising					
	from design, materials, and workmanship, under normal use in the conditions					
20.2	prevailing in India.					
28.3	Unless otherwise specified in the SCC, the warranty shall remain valid for					
	36 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					
20.4	together with all available evidence thereof, promptly following the discovery					
	thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to					
	inspect such defects.					
28.5	Upon receipt of such notice, the Supplier shall, within the period specified in the					
	SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost					
	to the					
	Purchaser.					
28.6	If having been notified, the Supplier fails to remedy the defect within the period					
	specified in the SCC; the Purchaser may proceed to take within a reasonable period					
	such remedial action as may be necessary, at the Supplier's risk and expense and					
	without prejudice to any other rights which the Purchaser may have against the					
	Supplier under the Contract.					
29.1	Patent Indemnity					
	The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause					
	29.2, indemnify and hold harmless the Purchaser and its employees and officers from					
	and against any and all suits, actions or administrative proceedings, claims, demands,					
	losses, damages, costs, and expenses of any nature, including attorney's fees and					
	expenses, which the Purchaser may suffer as a result of any infringement or alleged					

		infringement of any patent, utility model, registered design, trademark, copyright, or					
		other intellectual property right registered.					
	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.					
30	30.1	Force Majeure					
		For purposes of this Clause, "Force Majeure" means an event or situation beyond					
		the control of the Supplier that is not foreseeable, is unavoidable, and its origin is					
		not due to negligence or lack of care on the part of the Supplier. Such events may					
		include, but not be limited to, wars or revolutions ,fires, floods, epidemics,					
		quarantine restrictions, and freight embargoes.					
	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 it's delay in performance					
		or other failure to perform its obligations under the Contract is the result of an event					
21	21.1	of Force Majeure.					
31	31.1	Change Orders and Contract Amendments					
		The Purchaser may at any time order the Supplier through notice in accordance GCC					
		Clause 8, to make changes within the general scope of the Contract in any one or					
		more of the following:					
		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;					
22	22.1	d the Related Services to be provided by the Supplier.					
32	32.1	Extensions of Time					
		If at any time during performance of the Contract, the Supplier or its subcontractors					
		should encounter conditions impeding timely delivery of the Goods or completion					
		of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify					
		the Purchaser in writing of the delay, its likely duration, and its cause. As soon as					
		practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the					
		situation and may at its discretion extend the Supplier's time for performance, in					
		which case the extension shall be ratified by the parties by amendment of the Contract.					
	32.2						
	22.2	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					
		the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause					
		26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.					

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

39	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. Make in India clause, applicable as per Govt. of India norms.
40	Bids without quoting GST(unless exempted) will be considered as disqualified, unless specified in the tender document to quote only the basic price.

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	SCC					
Clause						
Ref. No. GCC 1.1 (i)	The Purchaser's country is: India.					
GCC 1.1 (k)	The Purchaser is: THE DIRECTOR, NIT TIRUCHIRAPPALLI					
GCC 1.1 (k)	KIND ATTENTION TO: Dr.KAMAL KRISHNA BERA,					
	ASSISTANT PROFESSOR, CIVIL ENGINEERING Dept					
GCC 1.1 (j)	The Project Site(s)/Final Destination(s) is/are: CIVIL ENGINEERING DEPT.,					
	NIT TIRUCHIRAPPALLI.					
GCC 5.1	The language shall be: English					
GCC 8.1	For notices, the Purchaser's address shall be:					
	Attention : Dr.KAMAL KRISHNA BERA, ASSISTANT PROFESSOR					
	Street Address : CIVIL ENGINEERING Department					
	Floor/ Room number : - City : TIRUCHIRAPPALLI					
	City : TIRUCHIRAPPALLI ZIP Code : 6 2 0 0 1 5					
	Country : India					
	Phone : 93014 81280					
	Electronic mail address: kamal@nitt.edu					
GCC 9.1	The governing law shall be the law of India .					
GCC 10.2						
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:					
	Contracts with Supplier for arbitral proceeding					
	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.					
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are :					
	(i) An airway bill					
	(ii) Insurance Certificate, (iii) Manufacturer's an Suralian's Warranty Certificate					
	(iii) Manufacturer's or Supplier's Warranty Certificate,					
	(iv) Inspection Certificate issued by nominated inspection agency,(v) Supplier's factory shipping details etc.					
	(vi) Supplier's factory simpling details etc. (vi) The above documents shall be received by the Purchaser before arrival					
	of the Goods and, if not received, the Supplier will be responsible for					
	any consequent expenses.					
GCC 15.1	The prices charged for the Goods supplied and the related Services					
	performed shall not be adjustable.					
GCC 16.1	GCC 16.1—The method and conditions of payment to be made to the Supplier					
	under this Contract shall be as follows:					
	Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in Indian Puppes in the					
	Payment of foreign currency portion shall be made in Indian Rupees in the					

	following manner.				
	following manner: (i) On Shipmont & Delivery & Ninety (00%) persont of the Contract Price of the				
	(i) On Shipment & Delivery : Ninety (90%) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit				
	opened in favor of the Supplier in a bank in its country, upon receiving				
	equipment in good condition and documents specified in GCC Clause 13.1				
	under Section-VII.				
	(i) On Acceptance: Remaining (10%) percent of the Contract Price of Equipment received shall be paid within thirty (30) days of receipt of the				
	equipment upon submission of claim supported by the acceptance certificate				
	issued by the Purchaser by bank draft/wire transfer.				
	Payment of local currency portion shall be made in Indian Rupees within thirty				
	(30) days of presentation of claim supported by a certificate from the Purchaser				
	declaring that the Goods have been delivered and that all other contracted Services				
	have been performed.				
	Payment for Goods and Services supplied from within India:				
	Payment for Goods and Services supplied from within India shall be made in				
	Indian Rupees, as follows:				
	(i) On Delivery, Acceptance and Installation and Commissioning: Hundred				
	(100%) percent of the Contract Price shall be paid on receipt of the Goods in				
good conditions, acceptance and satisfactory installation & commissio					
	certificate provided by the Purchase Initiator, and acceptance certificate f				
	satisfactory installation and functioning.				
GCC 18.1	<u> </u>				
GCC 18.3	If required, the Performance Security shall be in the form of: Bank				
300 1010	Guarantee/Bank Deposit Reciept/Demand Draft				
	If required, the Performance security shall be denominated in Indian Rupees .				
GCC 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.				
GCC 24.1 The insurance coverage shall be as specified in the Incoterms.					
	If not in accordance with Incoterms , insurance shall be as follows: NA				
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the				
	Incoterms.				
	If not in accordance with Incoterms , responsibility for transportations shall be as				
000050	follows: NA				
GCC 25.2	Incidental services to be provided are:				
	Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the				
	selected Supplier shall be included in the Contract Price.				
GCC 26.1	The inspections and tests shall be: Equipment should be installed at site by				
GCC 20.1	designated engineer of the firm. Demonstration should be made to the satisfaction				
	of the P.I. At least four free visits should be made by the engineer during the first				
	year after installation to clarify and rectify any doubts or problems as may be faced				
	by the user.				
GCC 26.2	The Inspections and tests shall be conducted at the Department where the				
	equipment is installed. For the rest please refer to GCC 26.1.				
GCC 27.1					
GCC 27.1	The maximum amount of liquidated damages shall be: 5%				
GCC 28.3	The period of validity of the Warranty shall be 36 months from date of acceptance/				
	satisfactory installation of the equipment.				
	For purposes of the Warranty, the place(s) of final destination(s) shall be the				

Department where the equipment is installed.

The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract (**if any**). If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, **or**(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be **0.5% per week** of actual value of the equipment (maximum 5%).

GCC 28.5 The period for repair or replacement shall be: 10 days

Part-4 Bidding Forms & Contract Forms

Section IX : Bidding Forms

Table of Forms

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

(i) TenderForm

(Techno commercial un-priced Bid)

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

	(en me tener meda of me funn suchama, me etal)
	Tender No
	То
	The
Dea	r Sir,
1.	I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions toBidders;
2.	I/We meet the eligibility requirements and have no conflict of interest;
3.	I/We have not been suspended nor declared ineligible inIndia;
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 RelatedServices];
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 180 days from the date of opening of thetender.
6.	I/we shall be bound by a communication of acceptance issued byyou.
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 andrequirements.
8.	A crossed Bank Draft in favor of the Director, National Institute of Technology, Tiruchirappalli for Rs
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, ifany.
- (i) Any other enclosure. (Please givedetails)
- 10. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
- 11. Certified that the bidderis:
 - (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 shallconstitute 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				
SECTION]		TAILS (IF APPLICABLE) CATE TO BE UPLOADED IN THE EMD		
MSME Registration Number & Validity of the Certificate				
NSIC Government Registration Number & Validity of the Ceriticate				
Name of the person duly authorized to sign	:			
the Bid on behalf of the Bidder**				
Title of the person signing the Bid	:			
Signature of the person named above	:			
Date signed				
*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder **: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.				
Yours faithfully,				
(Signature of bidder)				
Dated this day of				
Address:				
Telephone No.:				
E-mail	_	Company seal		

Tender Form

(Priced Bid)

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

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 biddingdocuments.

- 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 180 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: **[insertcompletenameofeach**

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

Name of Recipient	Address	Reason	Amount

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

- 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 ofattorney,

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 dayof	
Details of enclosures	
Full Address:	
Telephone No	
Mobile No.:	
E-mail:	

Company Seal

Bidder Information Form

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

Date	e : [insert date (as day, month and year) of Bid Submission]
AD'	VT. No. : [insert number of bidding process]
Alte	ernative No.: [insert identification No if this is a Bid for an alternative]
	Pageofpages
1.	Bidder's Name [insert Bidder's legal name]
2.	In case of JV, legal name of each member: [insert legal name of each member in JV]
3.	Bidder's actual or intended country of registration: [insert actual or intended country of registration]
4.	Bidder's year of registration: [insert Bidder's year of registration]
5.	Bidder's Address in country of registration: [insert Bidder's legal address in country of registration]
6.	Bidder's Authorized Representative InformationName :[insert
	Authorized Representative's name] Address:[insert Authorized
	Representative's Address]
	Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers]
	Email Address: [insert Authorized Representative's email address]
1.	Attached are copies of original documents of [check the box(es) of the attached original documents]
	Articles of Incorporation (or equivalent documents of constitution or association), and/or
	documents of registration of the legal entity namedabove.
	☐ In case of JV, letter of intent to form JV or JVagreement.
	In case of Government-owned enterprise or institution, documents establishing:
	Legal and financialautonomy
	Operation under commerciallaw
	• Establishing that the Bidder is not dependent agency of thePurchaser
2.	Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.
1	

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]

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

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

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

To: [insert complete name of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Dated on ______day of _______, ____[insert date of signing]

(TO BE PRINTED IN LETTER PAD OF THE FIRM)

EMD Returning Form

To

The Director

National Institute of Technology,

Tiruchirappalli - 620 015

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

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

produced the Line difficult through Di	, detaile of the DD and given Deletti
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

То						Date:	/	/		
To										
Na	e Director, tional Institute of uchirappalli – 620	Technology, 0 015, Tamil Nadu								
Sı		ntion for release of paym ppalli through Electronic						of Tec	hnol	ogy,
1.	Name of the Pa	arty / Firm / Company	/ Institu	ite	:					,
2.	Address of the	Party			:					
3.	City	Pin Code	·							
4.	E-Mail	Mobile No:								
5.	Permanent Acc	count Number					v			
6.	Particulars of E	Bank:	•	1						
	Bank Name:		Bran	ich Nam	ne:					
	PIN Code:		Bran	ch Code	e:					
	IFS Code:(11 d	ligit alpha numeric code								$\overline{\top}$
	Account Type	Savings	C	urrent			Cash	Credit	t	
	Account Numb	er:								
						'	1		<u> </u>	
del Dir adv of o	ayed and not efforector, National I vise any change in credit of amount to	t the particulars given a sected for reasons of inconstitute of Technology the particulars of my acthrough NEFT/RTGS Transport	omplete Tiruchi ecount to	e correct or inco rappalli	rrect in	nforma nsible.	ation I al	I shal so un	ll not derta	t hold ke to

Signature & Seal of the Authorized Signatory of the Party

Section X. Contract Forms

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

Table of Forms

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

Tender Acceptance Letter

(To be given on Company Letter Head)

			Date:	
			•	
Sub: A	Acceptance of Terms & Conditions of	f Tender.		
Tender	er Reference No. :			
Name (e of Tender / Work :			
varric (of Tenger / Work.			
Dear S	Sir,			
1.	. I/We have downloaded/ obtained th	e tender document(s) for	the above mentioned 'Tender/'	Work' from
	the web site(s)namely:			
			1 1 2 ()	
	as per your advertisement, giv			
2.				
	PageNosection(s), schedules(s) etc.), whice		(including all docu	
	by the terms/conditions/ clauses co	-	et agreement and 1/we shan a	nde nereby
3.			nent/ organisation too have also	heen taken
3.	into consideration, while submittin		ioni, organisation too nave also	roccii takcii
4.			of above mentioned tender do	ocument(s)/
	corrigendum(s) in itstotality/entiret			()
5.	. In case any provisions of this tend	der are found violated,	then your department/organi	sation shall
	without prejudice to any other rig	ht or remedy be at liber	ty to reject this tender/bid in	cluding the
	forfeiture of the full said earnest m	oney deposit absolutely.		
	Yours Faithfully,			
	(Signature of the Bidder, with Of	ficial 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 contractdocuments.
 - (a) the Letter of Acceptance
 (b) the Tender Forms
 (c) the Addenda Nos. ______ (if any)
 (d) Special Conditions of Contract
 - (e) General onditions 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 theContract

- 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.

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

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

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

[&]quot;TheGuarantor agrees to a one-time extension of this guarantee for a period not to exceed [sixmonths] [oneyear], 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
Publi	ication No.	75	8, excep	t th	at th	e support	ing sta	teme	ent under .	Article 15(a)	is hereb	yexclu	ded.	

[signature(s)]

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

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	S the Contractor has enter	red into a writte	en Agreemen twith	the Purchaser	dated the	
	Day of	,20	, for [name of co	ontract and	briefdescription	n
of						
Goods and	related Services] in acc	ordance with t	he documents, plan	ns, specificati	ons, and amendr	nents
thereto, wh	ich to the extent herein	provided for, a	re by reference ma	de part here	of and are herein	nafter
referred to a	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 han	d and affixed his sea	al, and the Surety
has caused these presents to be sea	led with his corporate sea	l duly attested by the	e signature of his
legal representative, this		dayof	20.
SIGNED ON	<u></u> on		behalf
of			
By	in	the	capacity
of			
In			the
presenceof			
SIGNED ON	on		behalf
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Help Page to Web load the documents in E-Tender Portal For Cover Wise Uploading The Tender Documents

AFTER LOGGING IN TO THE BIDDER'S LOGIN

COVER WISE TO BE UPLOADED DOCUMENTS

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
COV	ER - 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 and past experience in supply of the material	Previous supplies to the Govt. Institutions / Govt. Organisations.
		True copy of Permanent		Scanned copy of PAN CARD of the firm
	.pdf Tax		Details of Goods and Service Tax (GSTIN) along with a copy of certificate	GSTIN Registration certificate
		.pdf	Manufacturers authorization certificate	The form available in Part – 4 Section IX to be filled in by the Manufacturer/ OEM in the Manufacturer / OEM letter head with the Signatory name, Designation, Phone Number,
-		.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 three years audited balance sheet of your firm	Audited Balance sheet of the firm for the last three years

COVER - 3

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)
		.xls	Technical Bid	Duly filled-in Technical Excel file in 97-2003 format
		.pdf	Technical Bid	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
		.xls	воо	Duly filled in Price Bid Excel file in 97-2003 format
		.pdf	Scanned copy of item wise breakup of price bid	Item wise breakup of price bid in PDF (duly signed)