

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: www.nitt.edu Phone:0431-2503880/2504094

e-Procurement Notice

Ref: NITT/F.NO.002/REVEX/2022-23/MOF-TRAS

Online tenders are hereby invited in two Bid system from Indian Nationals for Hiring a Toyota Innova Crysta (AC) (Diesel driven) Preferably White (Brand New-Ex-Showroom) from reputed and well experienced agencies on contract basis for a period of two years

Bidders can download complete set of bidding documents from e- procurement Platform https://eprocure.gov.in/eprocure/app from **03.06.2022@5PM 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: 24.06.2022 (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	03.06.2022@5PM
Bid Document Download Start Date	03.06.2022 @5PM
Clarification Start Date	Not Applicable
Clarification End Date	Not Applicable
Pre bid meeting	10.06.2022@3PM
Venue of Pre-bid Meeting	Transport Section
Bid Submission Start Date	03.06.2022@5PM
Bid Submission End Date	24.06.2022@5PM
Bid Opening Date(Technical)	27.06.2022@5PM
Bid Opening Date(Price)	Will be announced after technical evaluation

Note: *Bidder should submit the EMD Rs.64000/- as specified in the tender. The hard copy should be posted / couriered / deposit in person to the Central Dispatch section / Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer. 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).

Dated: 03.06.2022

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

TRANSPORT SECTION

Web: www.nitt.edu Phone:0431-2503880/2504094



Tender Document (e - Procurement)

Tender Notification No	:	NITT/F.NO.002/REVEX/2022-23/MOF-
		TRAS
Date		03.06.2022
Name of the Department	3	TRANSPORT SECTION
Name of the component	:	Hiring a Toyota Innova Crysta (AC) (Diesel driven) Preferably White (Brand New-Ex.Show room) from reputed and well experienced agencies on contract basis for a period of two years
Quantity required	:	1 NO
EMD Amount	:	Rs 64000/-
Last Date & Time of submission of Tender	:	24.06.2022@5PM
Address for submission of Tender	:	THE DIRECTOR, NIT TIRUCHIRAPPALLI- 15 KIND ATTENTION TO: Dr.S.Vedharaj, Assistant Professor, Department of Mechanical Engineering
Date & Time of opening of technical bid	:	27.06.2022@5PM

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 / MME (Micro & Small only eligible, Certificate should	
	be visible, if not visible the	
	bidder will be disqualified)	
7.	Have you uploaded filled in Technical forms in Excel sheet	
8.	Have you uploaded the PDF of filled in Technical form of Excel Sheet	
9.	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)	
10.	Have you enclosed the schedule of requirement indicating the make	
	offered without indicating the pricing components along with the	
	techno commercial unpricedbid?	
11.	Have you submitted the bids both techno commercial unpriced and	
	priced bid separately for each tender?	
12.	Have you enclosed the statement of deviations from financial terms and	
	conditions, if any?	
	PRICE BID	
1.	Have you signed and attached the priced bid form?	
2.	Have you attached the schedule of requirements duly priced?	

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Part - 1 Bidding Procedures

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	OF BID
		Hiring a Toyota Innova Crysta (AC) (Diesel driven) Preferably White from reputed and well experienced agencies on contract basis for a period of two years 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;
2	FI ICID	b. "Institution means National Institute of Technology, Tiruchirappalli' LE BIDDERS
2	2.1	A Bidder may be a firm, a company, a Limited Liability Partnership (LLP), a government-owned entity or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement.
	2.2	In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JV shall nominate a 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 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
		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,
	CONTE	as the Purchaser shall reasonably request.
3		ENTS OF BIDDING DOCUMENT
	3.1	The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.
	3.2	The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
	3.3	Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the
		Minutes of the pre- Bid meeting (if any), or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
	3.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as required by the Bidding Documents.
4	CLARIF	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
	4.0	to the deadline for submission of bids within a period specified in the BDS.
	4.2	The Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods. The costs of visiting shall be at the Bidder's own expense
	4.3	The Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
	4.4	The Bidder is advised to submit any questions in writing to reach the Purchaser not beyond one week preceding the meeting.
	4.5	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents. Any modification to the
		Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting. Absence in the pre-bid meeting
		shall not be a cause for disqualification of a Bidder.
5	Amendi	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 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
	3.3	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	LANGU	JAGE OF BID:
	The Bid.	as well as all correspondence and documents relating to the bid exchanged by the Bidder
		Purchaser, shall be written in the language specified in the BDS. Supporting documents and
		iterature 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
		purposes of interpretation of the Bid, such translation shallgovern.
7		ents Comprising the Bid
		nder/Bid shall be submitted online in two part, viz., Technical Bid and
		rcialBid.
	7.1	TECHNICAL BID
		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, andiii. 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.

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

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) Currencies of Bid and Payment: The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS. The Bidder shall quote in Indian Rupees. 12.1 Documents Establishing the Eligibility and Qualifications of the Bidder To establish Bidder's their eligibility, Bidders shall complete the Tender Form (Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX Bidding Forms. 12.2 The documentary evidence of the Bidder's qualifications to perform the contract
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(Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX. Bidding Forms.
Bidding Forms.
12.2 The documentary evidence of the Bidder's qualifications to perform the contract
if its bid is accepted shall establish to the Purchaser's satisfaction:
a that, if required in the BDS, a Bidder that does not manufacture or produce
the Goods it offers to supply shall submit the Manufacturer's Authorization
using the form included in Section IX, Bidding Forms to demonstrate that it
has been duly authorized by the manufacturer or producer of the Goods to
supply these Goods in India;
b that, if required in the BDS, in case of a Bidder not doing business within India, the Bidder is or will be (if awarded the contract) represented by an
Agent in the country equipped and able to carry out the Supplier's
maintenance, repair and spare parts-stocking obligations prescribed in the
Conditions of Contract and/or Technical Specifications;
13 13.1 Period of Validity of Bids
Bids shall remain valid for the period specified in the BDS after the bid
submission deadline date prescribed by the Purchaser. A bid valid for a shorter
period shall be rejected by the Purchaser as non –responsive.
13.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an
extension of the period of validity. The request and the responses there to shall be
made in writing. A Bidder may refuse the request without forfeiting its Earnest
Money Deposit (EMD). A Bidder acceding to the request will neither be required
nor permitted to modify the bid.
14 14.1 Bid Security
The Bidder shall furnish as part of its bid, a bid security, as specified in the BDS,
in original form the amount and currency as specified in the BDS.
14.2 If a bid security is specified, the bid security shall be a a Demand Draft
a Demand Draft b An unconditional guarantee issued by a Bank. of a reputed source from
an eligible country. If the unconditional guarantee is issued by a financial
institution located outside India, the issuing financial institution shall have a
correspondent financial institution located in India to make it enforceable The
bid security shall be valid for forty five (45) days beyond the original validity
period of the bid, or beyond the extended period.
14.3 If a Bid Security is specified, any bid not accompanied responsive Bid Security.
shall be rejected by the Purchaser as non-responsive.
14.4 The successful Bidder shall be returned as promptly as possible once the successful
Bidder has signed the contract and furnished the required performance security.
14.5 The Bid Security of the successful Bidder shall be returned as promptly as possible
once the successful Bidder has signed the contract and furnished the required
performance security.

	14.6	The Bid Security of the bidder may be forfeited or the EMD executed:
		a if he withdraws from the bid during the period of bid validity specified by the
		Bidder on the Tender Forms, or any extension thereto provided by the Bidder
		; or
		b if he being successful Bidder fails to:
		i. sign the Contract; or
	D GEIDE	ii. furnish a performance Security
4.5	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
10		deadline for the submission of bids by amending the Bidding Documents, in which
		case all rights and obligations of the Purchaser and Bidders previously subject to
		the deadline shall thereafter be subject to the deadline as extended.
17		Late Bids: The e-Procurement system would not allow any late submission of bids
		after due date and time as per server system. After electronic online proposal
		submission, the system generates a unique identification number which is time
		stamped. This shall be treated as acknowledgement of the proposal submission
18		Withdrawal, Substitution, and Modification of Bids: A Bidder may withdraw,
		substitute, or modify its bid on the e-procurement system before the date and time
		specified but not beyond. No bid may be withdrawn, substituted, or modified in
		the interval between the deadline for submission of bids and the expiration of the
		period of bid validity specified by the Bidder on the Tender Forms or any extension
		thereof Modification/Withdrawal of the Bid sent through any other means shall not
		be considered by the Purchaser.
19	19.1	Bid Opening: The Purchaser shall open the bids as per electronic bid
		Opening procedures specified in Central Public Procurement Portal (CPPP) at the
		date and time specified. Bidders can also view the bid opening by logging on to
		the e- procurement system. Specific bid opening procedures are laid down at https://eprocure.gov.in/eprocure/app under the head "Bidders Manual Kit". The
		tenderer/bidder will be at liberty to be present either in person or through an
		authorized representative at the time of opening of the Bid or they can view the
		bid opening event online at their remote end. Price Bids of only those tenderers
		shall be opened whose technical bids qualify.
	19.2	The withdrawn bid will be available in the system therefore will be considered, if
		bidder once withdraws the bid then he will not be able to participate in the
		respective tender again. Modification to the bid shall be opened and read out with
		the corresponding bid. Only bids that are opened and read out at bid opening shall
		be considered further.
	19.3	The Purchaser shall prepare a record of the bid opening that shall include; the name
		of the Bidder; whether there is a withdrawal, substitution, or modification; the Bid
		Price including any discounts and alternative bids; and the presence or absence of
		a bid security, if one was required. The Bidders' representatives who are present
		in the office of the Purchaser to witness the bid opening shall be requested to sign
		the record. The omission/refusal of a Bidder's signature on the record shall not
		invalidate the contents and effect of the record. A copy of the record shall be made
		available on the e-procurement system.
		E. Evaluation and Comparison of Bids

20	20.1	Confidentiality: Information relating to the evaluation of bids and
		recommendation of contract award shall not be disclosed to bidders or any other
		persons not officially concerned with the bidding process until information on
		Contract Award is communication to all Bidders.
	20.2	No Bidder shall contact the purchaser on any matter relating to its bid from the
		time of the bid opening to the time the contract is awarded. If the Bidder wishes to
		bring additional information to the notice of the Purchaser it should be done in
		writing.
	20.3	Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation,
		bid comparison or contract award decisions may result in rejection of the Bidder's
		bid.
21	21.1	To assist in the examination, evaluation, comparison of the bids, and qualification
		of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a
		clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid
		and that is not in response to a request by the Purchaser shall not be considered.
		The Purchaser's request for clarification and the response shall be in writing. No
		change, including any voluntary increase or decrease, in the prices or substance of
		the Bid shall be sought, offered, or permitted, except to confirm the correction of
		arithmetic errors discovered by the Purchaser in the Evaluation of the bids.
	21.2	If a Bidder does not provide clarifications of its bid by the date and time set in the
		Purchaser's request for clarification its bid may be rejected.
22	22.1	Determination of Responsiveness:
		The Purchaser's determination of a bid's responsiveness is to be based on the
		contents of the bid itself.
	22.2	A substantially responsive Bid is one that meets the requirements of the Bidding
		Documents without material deviation, reservation, or omission.
	22.3	The Purchaser shall examine the technical aspects of the bid submitted in
		accordance with instructions specified in tender document, in particular, to confirm
		that all requirements' enumerated in the 'Schedule of Requirements' Section-VI
		have been complied with, without any material deviation or reservation or
		omission.
	22.4	If a bid is not responsive to the requirements of Bidding Documents, it shall be
		rejected by the Purchaser and may not subsequently be made responsive by
		correction of the material deviation, reservation or omission.
23		Conversion to Single Currency: For evaluation and comparison purposes, the
		currency(ies) of the Bid shall be converted in a single currency as specified in the
		BDS.
24		Margin of Preference: Unless otherwise specified in the BDS, a margin of
25	25.1	preference shall not apply.
25	25.1	Evaluation of Bids: The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation or methodologies shall be permitted.
	25.2	in this Clause. No other evaluation criteria or methodologies shall be permitted. To evaluate a Bid, the Purchaser shall consider the following:
	43.4	a Evaluation will be done for Items or Lots (contracts), as specified in the BDS;
		and the Bid Price.
		b price adjustment due to discounts offered;
		c converting the amount resulting from above, if relevant, to a single currency
		d price adjustment due to quantifiable nonmaterial nonconformities in;
	25.3	The estimated effect of the price adjustment provisions of the Conditions of
	23.3	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:
	· ·	

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

	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 and Contract Forms called "the Contract Price"). At the same time, the
		Purchaser shall also notify all other Bidders of the results of the bidding.
	31.2	Until a formal Contract is prepared and executed, the notification of award shall
	31.2	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:
34	32.1	
		Promptly after notification, the Purchaser shall send the successful Bidder the
	22.2	Contract Agreement.
	32.2	Within twenty-eight (28) days of receipt of the Contract Agreement, the successful
		Bidder shall sign, date, and return it to the Purchaser.
	32.3	Notwithstanding anything contained in clause 32.2, in case signing of the Contract
		Agreement is prevented by any export restrictions attributable to the Purchaser, or
		to the use of the products/goods, systems or services to be supplied, where such
		export restrictions arise from trade regulations from a country supplying those
		products/goods, systems or services, the Bidder shall not be bound by its bid,
		always provided however, that the Bidder can demonstrate to the satisfaction of
		the Purchaser that signing of the Contact Agreement has not been prevented by
		any lack of diligence on the part of the Bidder in completing any formalities,
		including applying for permits, authorizations and licenses necessary for the export
		of the products/goods, systems or services under the terms of the Contract.
33	33.1	Performance Security:
	33.1	Within twenty-eight (28) days of the receipt of notification of award from the
		Purchaser, the successful Bidder, if required, shall furnish the Performance
		Security in accordance with the General Conditions of Contract (GCC), using for
		that purpose the Performance Security Form included in Section-X, Contract
		Forms, or another Form acceptable to the Purchaser. If the Performance Security
		furnished by the successful Bidder is in the form of a bond, it shall be issued by a
		bonding or insurance company that has been determined by the successful Bidder
		to be acceptable to the Purchaser. A foreign institution providing a bond shall have
		a correspondent financial institution located in India.
	33.2	Failure of the successful Bidder to submit the above- mentioned Performance
		Security or sign the Contract shall constitute sufficient grounds for the annulment
		of the award and forfeiture of the Bid Security. In that event the Purchaser may
		award the Contract to the next lowest evaluated Bidder, whose bid is substantially
		responsive and is determined by the Purchaser to be qualified to perform the
		Contract satisfactorily.
<u> </u>		Contract Satisfactority.

Section III. BID Data Sheet (BDS)

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

Sl. No.	A. General
1.	The reference number of the Invitation for Bids is NITT/F.NO.002/REVEX/2022-23/MOF-TRAS Dated: 03.06.2022
2.	The Purchaser is The Director, NIT Tiruchirappalli. Kind Attention To:
	Dr.S. Vedharaj, Assistant Professor, Department of Mechanical Engineering

Sl. No.	B. Contents of Bidding Documents				
3.	For Clarification of bid purposes only, the Purchaser's address is TRANSPORT				
	SECTION, National Instit	ute	of Technology, Tiruchirappalli, 620015		
		r.S.	Vedharaj, Assistant Professor, Department of		
	Mechanical Engineering				
	Address : No	atio	nal Institute of Technology, Tiruchirappalli,		
	Floor / Room number : -				
	City : Ti	ruc	hirappalli		
	ZIPCode : 62	: 620015			
	Country : In	: India			
	Telephone : 04	: 0431-2503880/2504094			
	E-Mail : tra	: transport@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	:	10.06.2022@3PM		
	and venue		Transport Section		

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): TRANSPORT SECTION, National Institute of Technology, Tiruchirappalli, 620015.
7.	The prices shall be quoted by the bidder in : Indian Rupee / Foreign Currency of Principal's Country (Preferably in Indian Rupees)
	The Bidder is required to quote in Indian Rupees (INR), the portion of the bid price that corresponds to expenditures incurred in Indian Rupees(INR).
8.	After sales service is Required.
9.	The bid validity period shall be 120 Days.
10.	EMD / Bid security Rs.64000/- 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
11.	Other types of acceptable securities: NA

Sl. No.	D. Submission and Opening of Bids					
1.	Attention	: Dr.S.Vedharaj, Assistant Professor, Department of Mechanical Engineering				
	StreetAddress	: National Institute of Technology, Tiruchirappalli,				
	City	: Tiruchirapalli				
	ZIP/PostalCode	: 620 015				
	Country	: India				
	The deadline for bid s	ubmission is :				
	Date and Time	: 24.06.2022@5PM				
	The electronic bidding	opening procedures shall be as given in Section I-Instructions				
	for Online Bid Submission.					
2.	The bid opening shall take place at: Stores and Purchase Section, Nationa					
	Institute of Technolo	gy, Tiruchirappalli-620015.				
	StreetAddress	: National Institute of Technology, Tiruchirappalli				
	Floor / Roomnumber	: Admininstrative Block				
	City	: Tiruchirappalli				
	Country	: India				
	Date and Time	: 27.06.2022@5PMI				
	The electronic bidding opening procedures shall be as given in Section I Instructions for Online 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

Eligibility Criteria:

- 1. The vendor should have at least two four-wheeler vehicles in the name of the proprietor, or in the name of partner in case of partnership firm, registered as Taxi with valid permits and documents, which may be reviewed by the committee. Documentary proof of vehicles to be submitted
- 2. Minimum three (03) years of relevant experience for operation and maintenance of services (preferably, in the State/Central Government / Educational institution, Public Sectors / Railways / Health Departments etc) for which documentary proof should be enclosed. Lending of vehicles for public sector undertaking / educational institutions alone will not qualify for the participation in the tender. The Copies of work order, Completion certificate / performance certificate are to be submitted. The Firm shall be registered / incorporated in India (Documentary proof such as copy of IT return for the past 5 years to be specified). The attested copy of GST TIN, PAN and Registration certificate is to be enclosed along with the technical bid.
- 3. As referred above, relevant experience includes that the firm should have executed at least one order of value equivalent to the 80% of the estimated annual value already (Rs.12,80,000), or two orders equivalent to the 50% of the estimated annual value already (Rs. 8,00,000) or three orders equivalent to the 40% of the estimated annual value already (Rs.6,40,000). According financial orders of such experiences are to be submitted along with the technical bid.
- 4. The average annual turnover of the vendor in the last five financial years should be higher than 50% of the estimated annual value (Rs. 8,00,000).
- 5. The institute reserves the right for verification of the supporting data. Supporting documents such as the number of vehicles possessed by the firm, their balance sheet, relevant experience, IT returns and etc. of the firms should be furnished along with the tender. The vendor should ensure that all statutory requirements such as firm's registration, fitness certificates, vehicle registration, tax and insurance certificates, pollution related certificates, driver's license, EPF, etc. are taken care of and the institute does not have any role in it.
- 6. Bid Security of required amount in form of Demand Draft/Bank Guarantee/FDR.
- 7. Documents regarding registration of company under companies act / firm registration / Proprietorship/ partnership deed as the case may be.

- 8. 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.
- 9. Profile of each Bidder and past experience in supply of the services (certificates to be enclosed), 10. True copy of Permanent AccountNumber.
- 11.A solvency certificate for Rs 20Lakhs to be submitted. The same should have been issued within 6 months.
- 12. Details of Goods and Service Tax (GSTIN) along with a copy of certificate to be attached.
- 13. Willingness to execute all orders which are placed to meet emergency requirement on priority basis. 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.

Failure to furnish all the information required as per Bid Documents or submission of the bid not Substantially responsive to the Bid Documents in any respect may result in rejection of the Bid.

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 criminalproceeding.

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

- (i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; 1
- (ii) "Fraudulent Practices" is any act or omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid 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, coerciveorcollusive 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.

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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.	NITT- Requirements

1. List of Goods and Delivery Schedule

					De	livery (as per Inco	oterms) Date
Item No	Description of Goods	Quanti ty	Physical unit	Final (Project Site) Destination as specified in BDS	Earliest Delivery Period (Days)	Latest Delivery Period (Days)	Bidder's offered Delivery period [to be provided by the bidder]
1.	Hiring a Toyota Innova Crysta (AC) (Diesel driven) Preferably White (Brand New -Ex- Showroom) from reputed and well experienced agencies on contract basis for a period of two years	1	Nos	TRANSPORT SECTION	30	30	-

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

Name of the Service	Hiring a Toyota Innova Crysta (AC) (Diesel driven) Preferably White from reputed and well experienced agencies on contract basis for a period of two years
NIT-T Requirement	Specification of the Supplier
. A TOYOTA INNOVA CRYSTA (AC) (Diesel driven) Preferably WHITE (Brand New – Ex-Showroom) on hire basis for a period of two years.	
2. The Transport operator shall have Innova Vehicle in	
their own/firms name. It is preferable to have spare vehicles	
of the same types.	.0.7
3. The requirement of the vehicle may be	
increased/decreased during the period of contract based on	
NITT requirement.	
4. TOYOTA INNOVA CRYSTA (AC) (Diesel driven)	
Preferably WHITE will be utilized by NITT for full day	
operation, local, out-station and ghat road section without	
any restriction.	
5. The Outsourced Vehicle is to be used on all days for	
local, outstation and ghat road including national holidays,	
throughout the year. The normal working hour is 12 hours	
per day (e.g. from 8.30 a.m. till 8.30 p.m). Detention	
charges will be paid only when the vehicle is used beyond	
12hrs. The hiring includes car rent, driver salary,	
maintenance, and fuel. Similarly, night halting charges are	
to be paid extra, if it is outstation. Extra Charges per km is	
to be paid only when the vehicle crosses 2500 kilometers	

per month subject to 30000 Km in one year. The shifts of the drivers shall be taken care of by the supplier and the external driver shall be available with the car throughout.

- 6. Vehicle can be used on all days including Sundays and holidays. Vehicle should be placed inside campus for all days of the month.
- 7. Transport operator must have spare driver.
- 8. If vehicle is to be taken for servicing, prior intimation should be done.
- 9. A spare vehicle of the same type shall be supplied whenever it is required. If the vehicle could not be provided, vehicle will be hired from outside and the full charges for that vehicle will be deducted from the bill of the service provider.
- 10. Drivers should be paid wages according to Minimum wages norms. Other applicable statutory obligations (such as PF, ESI, or otherwise) wrt. wages must also should be fulfilled.
- 11. For outstation trips, drivers should be provided with enough money for food and diesel.
- 12. The Transport operator should obtain all required road permits and the expenses (if it is other states only) related to that will be reimbursed by NIT, Trichy.
- 13. The actual car parking charges incurred will be reimbursed by production of the original receipt without any corrections or over writings and duly certified by Pooling In-charge.
- 14. The Transport operator should ensure that the driver is available at the vehicle all the time during operation.
- 15. The condition of the vehicle like, functioning of the air conditioner, condition of tyres, head-lights/ indicators, horn, safety belt etc., should be good, failing which the vehicle

will be removed from operation till the defects are set right and in such case the operator should provide good alternate vehicle immediately.

16. The authorized service stations should carry out periodic maintenance/service, and the service report should be provided for verification by NITT.

17. NITT will not be responsible for any delay / loss either in obtaining or in submission of the tender documents in time.

The Drivers employed by the contractor should be AGILE, COURTEOUS AND SHOULD NOT BE ADDICTED TO DRUGS AND ALCOHOL.

The prices should be quoted for fixed item, which include vehicle hiring charges, drivers' salary, and allowances, maintenance, fuel etc.

All major and minor maintenance of the vehicle is to be borne by the supplier and it is the responsibility of the supplier. A substitute vehicle of the same type shall be provided by the supplier during the time of minor/ major maintenance.

The bidder should produce documentary proof of lending such vehicles for the highest level of officers in Central Government/ State Government / Central Autonomous/State Autonomous Educational institutions, Public Sector/ Railways/Health Departments etc. Lending of vehicles for Central Government/ State Government / Central Autonomous/State Autonomous Educational institutions,

Public Sector/ Railways/Health Departments etc alone will not qualify for the participation in the tender. The institute reserves the right for verification of the supporting data. Supporting documents such as the number of vehicles possessed by the firm, their balance sheet and IT returns of the firms should be furnished along with the tender. The supplier should ensure that all statutory requirements such as firm's registration, fitness certificates, vehicle registration, tax and insurance certificates, pollution related certificates, driver's license, EPF, etc. are taken care of and the institute does not have any role in it.

Payment EMD	As mentioned above
Payment Term	1. Monthly payment shall be made on submission of the bill for distance
	upto 2500km.
	2. If the travel distance exceeds 2500km per month, Payment for extra Km
	wll be made only if the vehicle runs more than 30000 Km in one year.
Performance Security	3% of One year Order Value

Purchase committee has finalized and recommends the above mentioned specification and conditions

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.

OTHER TERMS AND CONDITIONS (SPECIFIC TO THIS TENDER)

- 1. **Duration of agreement :** Two years initially and it is extendable for another one—year on sole discretion of The Director, based on satisfactory performance, at the rate mutually agreed upon for the service, which will not be more than 10% of the original contract amount.
- 2. **Validity of tender**: One Hundred and Twenty (120) days from the date of opening of the tender, EMD will stand forfeited if the tenderer backs out within the validity period of One Hundred and Twenty (120) days.
- 3. **Termination:** Director NIT, Trichy solely reserves the right to terminate the agreement at any time without showing any reason with minimum one month notice period.
- 4. Director reserves the right not to accept the lowest or any tender without showing any reason.
- 5. Trade license, labour license, vehicle license, permit, pollution control board certificate and Income tax statement for last three years, Sales tax, and GST clearance certificates are to be submitted along with the tender documents.
- 6. If any loss/damage incurs during the tenure of the agreement to the movable/immovable properties of the Institute or the Car and its equipment, the cost of the same to be borne by the service provider. In case of any accident, the whole responsibility to be borne by the service provider.
- 7. Service provider shall maintain cleanliness and hygienic condition inside the car.
- 8. Service provider shall abide by the rules established by the Institute.
- 9. The log book register for the details of the date, trip start and trip end time, distance travelled shall be jointly done by the both employer and service provider and submit a report to the Institute Development Office, on a daily/monthly basis.
- 10. Service provider will provide proper duty uniform and identity badges to the employees recruited by the organization and the staff must be in uniform during working hours. Name badges also to be worn by staff for identification.
- 11. Any representative of the Director/ Dean (ID) / Associate Dean (Transport)/ Chairman-Transport/ Faculty in charge shall have the power to inspect the car and its services at any point of time.

- 12. Agreement for offer of engagement to be made between the Institute and the selected service provider on Rs. 100.00 (Rupees Hundred only) Non-judicial stamp paper. Performa of agreement is attached.
- 13. The agreement will automatically terminate on expiry of the period of agreement and the service Provider will hand over any material given to them by the Institute authority immediately in the Same condition in which they have accepted the same.
- 14. Rates, terms and conditions of contract quoted, once accepted by NIT shall not be altered during the tenure of the contract for any reason and shall be valid till the expiry of Contract.

 There shall not be any price increase in the rates quoted during the period of the contract.

CONDITIONS FOR THE VEHICLE

- 1. A brand new (ex-showroom) TOYOTA INNOVA CRYSTA (AC) (Diesel driven) Preferably WHITE on hire basis for a period of two years and extendable up to another one year based on the performance and services. The vehicle is expected to run normally 2500 Kms per month. The vehicle is normally required to run within the states of Tamil Nadu and Puducherry.
- 2. The outsourced Vehicle is to be used on all days for local, outstation and ghat road including national holidays, throughout the year. The normal working hour is 12 hours per day (e.g. from 8.30 a.m. till 8.30 p.m). Detention charges will be paid only when the vehicle is used beyond 12hrs. Similarly, night halting charges will be paid extra to the driver, if it is outstation.
- 3. The prices should be quoted for fixed item, which include vehicle hiring charges, drivers' salary and allowances, maintenance, permit charges, fuel etc
- 4. The actual car parking charges incurred will be reimbursed by production of the original receipt without any corrections or over writings and duly certified by Pooling In-charge.
- 5. Extra Charges per Km will be paid only when the vehicle crosses 30000 kilometres* per year.
 - *- Payment will be made every month after submission of all bills. Whereas extra kilometre charges will be paid along with 12 th month bill only if the yearly utilisation of vehicle exceeds 30000 kms. Accordingly, extra kilometres charges are to be quoted by the firm.
- 6. Vehicle will be used on all days including Sundays and holidays. Vehicle should be placed inside campus for all days of the month.
- 7. The shifts of the drivers shall be taken care by the vendor and the driver shall be available with the vehicle all the time during operation.
- 8. It is preferable that the vendor should have a spare vehicle of the same type and a spare driver.
- 9. The condition of the vehicle like, functioning of the air conditioner, condition of tyres, head-lights/ indicators, horn, safety belt etc., should be good, failing which the vehicle will be removed from operation till the defects are set right and in such case the operator should provide good alternate vehicle of same type immediately.
- 10. The authorized service stations should carry out periodic maintenance/service, and the service report should be provided for verification by NITT.
- 11. All major and minor maintenance of the vehicle is to be borne by the vendor and it is the responsibility of the vendor. Prior intimation should be done and the vendor shall provide a substitute vehicle of the same type during the time of minor/ major maintenance.
- 12. A spare vehicle of the same type shall be supplied whenever it is required. If the vehicle could not be provided, vehicle will be hired from outside and the full charges for that vehicle will be deducted from the bill of the service provider.
- 13. For non-availability of the vehicle for day(s) of a month, a penalty of Rs. 1000/- per day shall be imposed in addition to deduction at pro-data basis for that day(s). Repeated occurrences may result in cancellation of the work order on the sole discretion of the competent authority.

- 14. Drivers should be paid wages according to Minimum wages norms on or before 7th of every month without waiting for institute payment. Other applicable statutory obligations (such as PF, ESI, or otherwise) with respect to wages should also be fulfilled.
- 15. For outstation trips, drivers should be provided with enough money for food and diesel.
- 16. The vendor should obtain all required road permits and the expenses (for other states only) related to that will be reimbursed by NIT, Trichy.
- 17. The Drivers employed by the contractor should be AGILE, COURTEOUS AND SHOULD NOT BE ADDICTED TO DRUGS AND ALCOHOL.
- 18. NITT will not be responsible for any delay / loss either in obtaining or in submission of the tender documents in time.
- 19. The institute reserves the right for verification of the supporting data. Supporting documents such as the number of vehicles possessed by the firm, their balance sheet, relevant experience, IT returns and etc. of the firms should be furnished along with the tender. The vendor should ensure that all statutory requirements such as firm's registration, fitness certificates, vehicle registration, tax and insurance certificates, pollution related certificates, driver's license, EPF, etc. are taken care of and the institute does not have any role in it.
 - a) After award of contract, successful bidder shall have to commission the vehicle for services

 Within one month. If it is unable to commission the vehicle within the specified period of one month, his EMD amount will be forfeited.
 - b) The Vehicle should have proper Registration Certificate, Road tax payment Certificate, Fitness Certificate, Valid comprehensive Insurance and Pollution Certificate at the time of commissioning of the vehicle for services and State permit (Tamilnadu and Puducherry)
 - c) The vehicle offered should confirm to the Emission norms laid down by Pollution Control Board and should possess the certificate "Pollution under Control" issued from the concerned authority.
 - d) The vehicles offered for hire should be free from litigation as regards ownership is concerned and driver should not possess tainted history as rash driving, negligence of traffic rule etc.
 - e) The vehicles should be serviced regularly and timely at the sole cost of the tenderer/Contractor. All wear and tears shall be borne by the awardee of the contractor. Driver's age should be around 40 years and should possess permanent license with minimum 15 years of experience in driving vehicles.
 - f) The Vehicle to be provided should be in good condition and should be a brand new and in case Vehicle is not provided/not available due to break down or any other reasons the same will be hired from the market and difference of amount paid in excess will be deducted from the bill of contractor

19. **PENALTY** - If the service provider is not able to provide the Vehicle for any particular day, a penalty fee of Rs.1000/- (Rupees One Thousand Only) per day shall be deducted from that monthly payment in addition to deduction at pro-data basis for that day(s).

In the event of the contractor failing to:

- (i) Observe or perform any of the conditions of the work as state out herein or
- (ii) Execute the work in good and workmen like manner and to the satisfaction of and by the time fixed by National Institute of Technology, Trichy
- iii) It shall be lawful for the National Institute of Technology, Trichy in its discretion in the former event to remove of withhold any part of the work until such times as he may be satisfied that contractor is able to do and will duly be observed the said conditions and in the latter event to reject or remove as the case may require any supply order execute otherwise than in a good and workman like manner to the satisfaction of and by the time fixed by the National Institute of Technology, Trichy and in both or either of the events, aforesaid to make such arrangements as he may think fit for the reproduction of the work so remove or work in lieu of that so rejected or remove as aforesaid on account and at the risk of the contractor.
- iv) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, National Institute of Technology, Trichy may charge the amount of such excess cost to the contractor and the same may at any time thereafter be deducted from any amount that may become due to the contractor under this or any other contact or from the Security deposit or may be demanded of him to be paid within seven days to the credit of the National Institute of Technology, Trichy.
- v) If the service provider is not able to provide the car for any particular day, a penalty fee of Rs.1000/- (Rupees One Thousand Only) per day shall be deducted from that monthly payment.

On repetitive failure to comply with the tender terms and conditions including the penalty clause, the contract is liable to be cancelled at the discretion of The Director, NIT Tiruchirappalli

20. Contract Period:

Initially the contract is for 24months and based on the performance it will be extended for another period of one year from the date of acceptance of the tender. However, contract may be extended for further period of up to one year if agreed by the contractor and the Director NITT.

21. Parking & Toll charges:

Payment of any Govt. tax on duty for plying the vehicles for National Institute of Technology, Trichy is the liability of the contractor. Parking and Toll charges, if any may be claimed by producing the Parking/Toll slips.

- 22. In case of supplied vehicle is found unsatisfactory; the contract may be terminated at any time without assigning any reason thereof.
- 23. Payment will be made as per actual detention/utilization from the reporting office. Duty hour will be calculated on the basis of the difference between the reporting time and releasing time on each day as noted on the duty slip by the user. The counting of distance will be effective from the starting point of the user and closing at the point wherever user completes his/ her travel.
- 24. The contractor shall provide duly licensed and experienced drivers for operating the vehicle and pay the wages to him. The driver should not have any past criminal records.
- 25. Department will not bear any enroute expenditure or responsibility while in use.
- 27. The car should be placed duly cleaned and washed, seat covers/towels are to be changed twice in a week. The drivers should be well behaved, neatly turned out, properly shaven (or with neatly cleared beards). He should wear shoes or sandals and not chappals. He should not be intoxicated/drunk while on Duty.
- 28. The driver must wear a uniform which should always be clean and properly ironed.
- 29. The driver must be provided with a working mobile telephone connection, so that driver can be contacted by the officers, whenever required. This is essential and will not be waived off. The cost of the mobile phone as well as monthly recharge cost will be borne by the vehicle provider.
- 30. The vehicle should be placed daily refilled with adequate fuel.
- 31. Engagement of the Vehicle
 - 31.1 Vehicle can be used on all days including Sundays and holidays. Vehicle should be placed inside campus for all days of the month.
 - 31.2 The vehicle is normally required to run with in the states of Tamil Nadu and Puduchery.
 - 31.3 For detention of vehicle beyond 11.00 pm of a day, night halt charges will be paid.
 - 32. The vehicle should be maintained and kept in good order and necessary repairing work be carried out by the contractor at his own cost.
 - 33. In the event of the vehicle detailed in Annexure-I comes under consideration for the contract; it should be placed/provided, on demand, for inspection/test at any place fixed by the National Institute of Technology, Trichy before finalization of the tender.
 - 34. Fixed lump sum charges should be quoted for calendar month as a whole for the vehicles to be hiredon monthly basis.
 - 35. Number of vehicles may be increased or decreased at any time by National Institute of Technology, Trichy and the vendor is to supply the same under the same rate, terms and conditions during the period of contract entered into.

FINANCIAL BID/PRICE BID/COMMERCIAL BID

Details of rate offered (in rupees):

	Α	В	С	D
Particulars	Fixed rate per	Rate per vehicle	Rate per	Outstation
	Vehicle (in Rs in	(in Rs in figure	vehicle (in Rs	Night halt
	Figure and Words)	and words) per	in figure and	charges for
	per Month for	km for mileage	words) per	driver per day
	Average running of	exceeding	hour for duty	
	2500 Kms & 12	30000km per	performed	
	Hrs duty per Day	year (inclusive of	beyond 12	
	(inclusive of all	all incidental	Hrs per day	
	charges)	charges)#	00.	
TOYOTA INNOVA				
CRYSTA (AC)				
(Diesel driven)				
Preferably WHITE,		110		
(Brand New-Ex-				
Showroom)				

The successful bidder is a bidder who quoted lowest fixed rate per vehicle (column A).

[#] Monthly payment to be made on submission of the bill for fixed kilometres. Extra kilometre charges to be paid on yearly basis after adjusting shortfall in running of fixed kilometres (>30000kms utilisation per year)

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

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	Section VII General Conditions of Contract		
1	Definitions: The following words and expressions shall have the meanings hereby assigned to them:		
	a	"NITT" means National Institute of Technology, Tiruchirappalli established under societies Registration Act XXVII of 1975.	
	b	"Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.	
	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.	
	0	"The Project Site," where applicable, means the place named in the SCC.	

2	Cont	ract Documents:			
<i>2</i>		Subject to the order of precedence set forth in the Contract Agreement, all documents			
		forming the Contract (and all parts thereof) are intended to be correlative, complementary,			
		and mutually explanatory. The Contract Agreement shall be read as a whole.			
3		upt and Fraudulent Practices:			
		stitute 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			
		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			
		written or oral) of the parties with respect thereto made prior to the date of Contract.			
	4.2	Amendment			
		No amendment or other variation of the Contract shall be valid unless it is reduced			
		to writing, dated, expressly refers to the Contract, and is signed by the duly			
		authorized representative of each party thereto.			
	4.3	Non waiver			
		a Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or			
		indulgence by either party in enforcing any of the terms and conditions of the			
		Contract or the granting of time by either party to the other shall prejudice,			
		affect, or restrict the rights of that party under the Contract, neither shall any			
		waiver by either party of any breach of Contract operate as waiver of any			
		subsequent or continuing breach of Contract.			
		b Any waiver of a party's rights, powers, or remedies under the Contract must be			
		in writing, dated, and signed by an authorized representative of the party			
		granting such waiver, and must specify the right and the extent to which it is			
		being waived.			
4	4.4	Severability:			
		If any provision or condition of the Contract is prohibited or rendered invalid or			
		unenforceable, such prohibition, invalidity or unenforceability shall not affect the			
		validity or enforceability of any other provisions and conditions of the Contract.			
5	5.1	Language:			
		The Contract as well as all correspondence and documents relating to the Contract			
		exchanged by the Supplier and the Purchaser, shall be written in the language			
		specified in the SCC. Supporting documents and printed literature that are part of			
		the Contract may be in any language provided they are accompanied by an accurate			
		translation of the relevant passages in the language specified, in which case, for			
		purposes of interpretation of the Contract, such translation shall govern.			
	5.2				
	5.4	risks of the accuracy of such translation, for documents provided by the Supplier.			
		risks of the accuracy of such translation, for documents provided by the Supplier.			

	1		
6		Joint Venture, Consortium or Association:	
		If the Supplier is a joint venture, consortium, or association, all of the parties shall	
		be jointly and severally liable to the Purchaser for the fulfilment of the provisions of	
		the Contract and shall designate one party to act as a leader with authority to bind	
		the joint venture, consortium, or association. The composition or the constitution of	
		the joint venture, consortium, or association shall not be altered without the prior	
		consent of the Purchaser.	
7	7.1	Eligibility:	
		The Bidder should not have been declared insolvent by the competent court.	
	7.2	The Bidder should not be disqualified for contract under the law of the India.	
	7.3	The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law	
		or any other Law for the time being in-force.	
	7.4	The Supplier and its Subcontractors shall have the nationality of an eligible country.	
		A Supplier or Subcontractor shall be deemed to have the nationality of a country if	
		it is a citizen or constituted, incorporated, or registered, and operates in conformity	
		with the provisions of the laws of that country. Nationality must be disclosed by the	
		supplier	
	7.5	All Goods and Related Services to be supplied under the Contract shall have their	
		origin in Eligible Countries. For the purpose of this Clause, origin means the country	
		where the goods have been grown, mined, cultivated, produced, manufactured, or	
		processed; or through manufacture, processing, or assembly, another commercially	
		recognized article results that differs substantially in its basic characteristics from its	
	0.1	components.	
8	8.1	Notices Any notice given by one party to the other pursuant to the Contract shall be	
		in writing to the address specified in the SCC. The term "in writing" means	
	0.2	communicated in written form with proof of receipt.	
	8.2	A notice shall be effective when delivered or on the notice's effective date,	
0	0.1	whichever is later.	
9	9.1	Governing Law:	
		The Contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.	
	9.2	Throughout the execution of the Contract, the Contractor shall comply with the	
	9.2	import of goods and services prohibitions in India when	
		the import of goods and services prohibitions in India when	
	4	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	
4		any import of goods from that country or any payments to any country, person,	
		or entity in that country.	
10	10.1	Settlement of Disputes	
10	10.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct	
		informal negotiation any disagreement or dispute arising between them under or in	
		connection with the Contract.	
	10.2	If the parties have failed to resolve their dispute or difference by such mutual	
	_	consultation, then either the Purchaser or the Supplier may give notice to the other	
		party of its intention to settle the issue by arbitration, as hereinafter provided, as to	
		the matter in dispute, no arbitration in respect of the matter be commenced unless	
		such notice is given in accordance with this Clause for the final settlement of the	
		matter. Arbitration may be commenced prior to or after delivery of the Goods under	
1		the Contract.	

	10.0	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
	10.3	All questions, disputes and differences arising shall be referred by the The Director,		
		National Institute of Technology, Tiruchirappalli to the sole arbitrator for arbitration		
		under the provision of the Arbitrations and Conciliation Act, 1996.		
11		Obligations During Arbitrations		
		Notwithstanding any reference to arbitration in Clause 10,		
		a the parties shall continue to perform their respective obligations under the		
		Contract unless they otherwise agree; and		
		b the Purchaser shall pay any amount due to the Supplier.		
12		Scope of Supply		
		The Goods and Related Services to be supplied shall be as specified in the Schedule		
		of Requirements.		
13		Delivery and Documents		
		Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the		
		Related Services shall be in accordance with the Delivery and Completion Schedule		
		specified in the Schedule of Requirements. The details of shipping and other		
		documents to be furnished by the Supplier are specified in the SCC.		
14		Suppliers Responsibilities		
		The Supplier shall supply all the Goods and Related Services included in the Scope		
		of Supply in accordance with GCC Clause 12, and the Delivery and Completion		
		Schedule, as per GCC Clause 13.		
15		Contract Price		
		Prices charged by the Supplier for the Goods supplied and the		
		Related Services performed under the Contract shall not vary from the prices		
		quoted by the Supplier in its bid, with the exception of any price adjustments		
		authorized in the SCC.		
16	16.1	Terms of Payment		
		Ordinarily, payments for services rendered or supplies made shall be released only		
		after the services have been rendered or supplies appropriate to the requirement		
		made. However, in following cases advance payments may be made if specified in		
		SCC:		
		a Advance payment demanded by firms holding maintenance contracts for		
		servicing of Air-conditioners, computers, other costly equipment, etc.		
		b Advance payment demanded by firms against fabrication contracts, turnkey		
		contracts etc.		
		c Such advance payment should not exceed the following limits: -		
		Thirty percent of the contract value to private firms;		
		d Forty percent of the contract value to a State or central Government agency or		
		a Public Sector Undertaking; or		
		e In case of maintenance contract, the amount should not exceed the amount		
		payable for six months under the contract.		
	16.2	The Supplier's request for payment shall be made to the Purchaser in writing,		
		accompanied by invoices describing, as appropriate, the Goods delivered and		
		Related Services performed, and by the documents submitted pursuant to GCC		
		Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.		
	16.3	Payments shall be made promptly by the Purchaser, within ninety () 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
1,	17.1	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.
	17.3	If any tax exemptions, reductions, allowances or privileges may be available to the
	17.5	Supplier in India, the Purchaser shall use its best efforts to enable the Supplier to
		benefit from any such tax savings to the maximum allowable extent or country or
		origin, the supplies shall provide benefit from any such tax sowing to the purchaser.
	17.4	GST Concession for Items Purchased for Research Purpose
	1/.4	If the item/product purchased for research purpose the institution has a GST
10	10 1	exemption of 5% as per vide no:45/2017 and 47/2017
18	18.1	Performance Security:
		If required as specified in the SCC, the Supplier shall, within twenty-one (21) days
		of the notification of contract award, provide a performance security for the
	10.2	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
	10.2	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
	10.4	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
	10.5	obligation.
	18.5	Bid security shall be refunded to the successful bidder 6-8 weeks of receipt of
19		performance security.
19		Copyright The copyright in all drawings decuments and other materials containing data and
		The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier barein shell remain yeared in
		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
20	20.1	The Purchaser and the Supplier shall keep confidential and shall not, without the
		written consent of the other party hereto, divulge to any third party any documents,
		data, or other information furnished directly or indirectly by the other party hereto
		in connection with the Contract, whether such information has been furnished prior
		to, during or following completion or termination of the Contract. Notwithstanding
		the above, the Supplier may furnish to its Subcontractor such documents, data, and
		other information it receives from the Purchaser to the extent required for the
		Subcontractor to perform its work under the Contract, in which event the Supplier
		shall obtain from such Subcontractor an undertaking of confidentiality similar to that
		imposed on the Supplier under GCC Clause 20.
	20.2	The Purchaser shall not use such documents, data, and other information received
	20.2	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.
	<u>l</u>	i dichaser for any purpose other than the performance of the Contract.

	20.3	The	obligation of a party under CCC Sub Clauses 20.1 and 20.2 above however		
	20.3		obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however,		
			shall not apply to information that:		
		a	Now or hereafter enters the public domain through no fault of that party;		
		b	can be proven to have been possessed by that party at the time of disclosure and		
			which was not previously obtained, directly or indirectly, from the other party;		
			or		
		С	otherwise lawfully becomes available to that party from a third party that has		
	20.4	TD1	no obligation of confidentiality.		
	20.4		above provisions of GCC Clause 20 shall not in any way modify any		
			ertaking of confidentiality given by either of the parties hereto prior to the date		
	20.7		ne Contract in respect of the Supply or any part thereof.		
	20.5		provisions of GCC Clause 20 shall survive completion or termination, for		
	21.1	_	tever reason, of the Contract.		
21	21.1		contracting		
			Supplier shall notify the Purchaser in writing of all subcontracts awarded under		
			Contract if not already specified in the bid. Such notification, in the original bid		
			ater on shall not relieve the Supplier from any of its obligations, duties,		
	21.2		onsibilities, or liability under the Contract.		
	21.2		contracts shall comply with the provisions of GCC Clauses 3 and 7.		
22	22.2	_	cifications and Standards		
			hnical Specifications and Drawings		
		a	The Goods and Related Services supplied under this Contract shall conform to		
			the technical specifications and standards mentioned in Section-VI, Schedule		
			of Requirements and, when no applicable standard is mentioned, the standard		
			shall be equivalent or superior to the official standards whose application is		
			appropriate to the Goods' country of origin or India.		
		b	Wherever references are made in the Contract to codes and standards in		
			accordance with which it shall be executed, the edition or the revised version		
			of such codes and standards shall be those specified in the Schedule of		
			Requirements. During Contract execution, any changes in any such codes and		
			standards shall be applied only after approval by the Purchaser and shall be		
22	22.1	D.	treated in accordance with GCC Clause 33.		
23	23.1		kaging and Documents		
			Supplier shall provide such packing of the Goods as is required to prevent their		
			hage or deterioration during transit to their final destination, as indicated in the stract. During transit, the packing shall be sufficient to withstand, without		
			tation, rough handling and exposure to extreme temperatures, salt and expiritation, and open storage. Packing case size and weights shall take into		
			sideration, where appropriate, the remoteness of the goods' final destination and		
			absence of heavy handling facilities at all points in transit.		
	23.2		packing, marking, and documentation within and outside the packages shall		
	23.2		apply strictly with such special requirements as shall be expressly provided for in		
			Contract, including additional requirements, if any, specified in the SCC, and in		
			other instructions ordered by the Purchaser.		
24			irance		
			ess otherwise specified in the SCC, the Goods supplied under the Contract shall		
			ully insured—in a freely convertible currency from an eligible country—against		
		loss or damage incidental to manufacture or acquisition, transportation, storage, and			
			very, in accordance with the applicable Incoterms or in the manner specified in		
			SCC.		
		uic	UCC.		

25	25.1	Transportation and Incidental Services		
	23.1	The Supplier is required under the Contract to transport the Goods to a specified		
		place of final destination within India, defined as the Project Site, transport to such		
		place of destination in India, including insurance and storage, as shall be specified		
		in the Contract, shall be arranged by the Supplier, and related costs shall be		
		included in the Contract Price"; or any other agreed upon trade terms (specify the		
		respective responsibilities of the Purchaser and the Supplier)		
	25.2	The Supplier may be required to provide any or all of the following services,		
		including additional services, if any, specified in SCC:		
		a performance or supervision of on-site assembly and/or start up of the supplied		
		Goods;		
		b furnishing of tools required for assembly and/or maintenance of the supplied		
		Goods;		
		c furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;		
		d performance or supervision or maintenance and/or repair of the supplied		
		Goods, for a period of time agreed by the parties, provided that this service shall		
		not relieve the Supplier of any warranty obligations under this Contract; and		
		e training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in		
		assembly, start-up, operation, maintenance, and/or repair of the supplied		
		Goods.		
	25.3	Prices charged by the Supplier for incidental services, if not included in the Contract		
		Price for the Goods, shall be agreed upon in advance by the parties and shall not		
		exceed the prevailing rates charged to other parties by the Supplier for similar		
		services otherwise shall be at the cost of suppliers.		
26	26.1	Inspections and Tests		
		The Supplier shall at its own expense and at no cost to the Purchaser carry out all		
		such tests and/or inspections of the Goods and Related Services as are specified in		
	26.2	the SCC.		
	20.2	The increations and tests may be conducted on the promises of the Cumplior or its		
		The inspections and tests may be conducted on the premises of the Supplier or its		
1		Subcontractor, at point of delivery, and/or at the Goods' final destination, or in		
		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		
		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		
		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		
	26.3	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	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. The Purchaser or its designated representative shall be entitled to attend the tests		
	26.3	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. 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		
	26.3	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. 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		
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		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. 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. 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		
	26.4	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. 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. 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.		
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	26.4	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. 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. 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. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and		
	26.4	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. 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. 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. The Purchaser may require the Supplier to carry out any test and/or inspection not		

		expenses incurred in the carrying out of such test and/or inspection shall be added to
		the Contract Price. Further, if such test and/or inspection impedes the progress of
		manufacturing and/or the Supplier's performance of its other obligations under the
		Contract, due allowance will be made in respect of the Delivery Dates and
		Completion Dates and the other obligations so affected.
	26.6	The Supplier shall provide the Purchaser with a report of the results of any such test
	20.0	and/or inspection.
	26.7	The Purchaser may reject any Goods or any part thereof that fail to pass any test
	20.7	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
27		notice pursuant to GCC Sub-Clause 26.4. Liquidated Damages
21		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
28	28.1	may terminate the Contract pursuant to GCC Clause 33.
40	20.1	Warranty The Supplier warrants that all the Goods are new, unused, and of the most recent or
		current models, and that they incorporate all recent improvements in design and
		materials, unless provided otherwise in the Contract.
	28.2	Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods
	20.2	shall be free from defects arising from any act or omission of the Supplier or arising
		from design, materials, and workmanship, under normal use in the conditions
		prevailing in India.
	28.3	Unless otherwise specified in the SCC, the warranty shall remain valid for months
	20.3	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
	25	together with all available evidence thereof, promptly following the discovery
		thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to
		inspect such defects.
	28.5	Upon receipt of such notice, the Supplier shall, within the period specified in the
		SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost
		to the
		Purchaser.
	28.6	If having been notified, the Supplier fails to remedy the defect within the period
		specified in the SCC; the Purchaser may proceed to take within a reasonable period
		such remedial action as may be necessary, at the Supplier's risk and expense and
		without prejudice to any other rights which the Purchaser may have against the
		Supplier under the Contract.
29	29.1	Patent Indemnity
		·

		The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause		
		11 ' '		
		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,		
	20.2	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		
		of Force Majeure.		
31	31.1	Change Orders and Contract Amendments		
31	31.1	=		
		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;		
4		c the place of delivery; and		
		d the Related Services to be provided by the Supplier.		
32	32.1	the Related Services to be provided by the Supplier.		
34	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		
	22.2	Contract.		
	32.2	Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the		

		Supplier in the performance of its Delivery and Completion obligations shall render				
		the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.				
33	33.1					
		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 spect in the Contract, or within any extension thereof granted by the Purch 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, pursuar GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in smanner as it deems appropriate, Goods or Related Services similar to the undelivered or not performed, and the Supplier shall be liable to the Purchaser any additional costs for such similar Goods or Related Services. However, Supplier shall continue performance of the Contract to the extent not terminate						
	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 an 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 part previously procured by the Supplier.				
34		Assignment				
		Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.				

Section VIII Special Conditions of Contract

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

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				
	KIND ATTENTION TO: Dr.S.Vedharaj, Assistant Professor, Department of				
	Mechanical Engineering				
GCC 1.1 (j)	The Project Site(s)/Final Destination(s) is/are: TRANSPORT SECTION, NIT TIRUCHIRAPPALLI.				
GCC 5.1	The language shall be: English				
GCC 8.1	For notices, the Purchaser's address shall be:				
	Attention : Dr.S. Vedharaj, Assistant Professor, Department of Mechanical				
	Engineering				
	Street Address : TRANSPORT SECTION				
	Floor/ Room number : - City : TIRUCHIRAPPALLI				
	City : TIRUCHIRAPPALLI ZIP Code : 6 2 0 0 1 5				
	Country : India				
	Phone : 0431-2503880/2504094				
	Electronic mail address: transport@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 or Supplier's Warranty Certificate,				
	(iv) Inspection Certificate issued by nominated inspection agency,				
	(v) Supplier's factory shipping 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 Rupees in the				

	following manner:			
	(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 acceptar				
issued by the Purchaser by bank draft/wire transfer.				
Payment of local currency portion shall be made in Indian Rupees with				
(30) days of presentation of claim supported by a certificate from the I				
declaring that the Goods have been delivered and that all other contracted So				
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 &			
	commissioning certificate provided by the Purchase Initiator and			
	acceptance certificate for satisfactory installation and functioning.			
	(ii) Payment : Monthly payment shall be made on submission of the bill for distance			
	upto 2500km. If the travel distance exceeds 2500km per month, payment for extra			
	kilometers will be made on yearly basis or if the vehicle crosses 30000km in one			
	year.			
~~~				
GCC 18.1 A Performance Security shall be required @ 3% of contract price.				
GCC 18.3	1 /			
	Guarantee/Bank Deposit Reciept/Demand Draft			
~~~	If required, the Performance security shall be denominated in <b>Indian Rupees</b> .			
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			
000011	the Contract.			
GCC 24.1	The insurance coverage shall be as specified in the Incoterms .			
000051	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			
GCC 25.2	follows: NA Incidental services to be provided ere:			
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			
GCC 20.2	equipment is installed. For the rest please refer to GCC 26.1.			
	equipment to instance. For the rost picture rotal to GCC 20.1.			

GCC 27.1	The liquidated damage shall be: 0.5% per week			
GCC 27.1	The maximum amount of liquidated damages shall be: 5%			
GCC 28.3	The period of contract shall be 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)

	Tender No.	
	То	
	The	
Dear	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 120 Days from the date of opening of thetender.	
6.	I/we shall be bound by a communication of acceptance issued byyou.	
Tiru Mor	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. crossed Bank Draft in favor of the Director, National Institute of Technology, cuchirappalli for Rs	
8.	 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)
- 9. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
- 10. 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).

- 11. 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.
- 12. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents ;
- 13. 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;
- 14. 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		
NSIC / MSME REGISTERED BIDDERS I [THE SCANNED COPY OF THE CERT 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	:	~0
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 ventu **: Person signing the Bid shall have the power the Bid Schedules.		specify the name of the Joint Venture as Bidder attorney given by the Bidder to be attached with
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)

То			
The			
Ref: Tender No	Dat	ed:	

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 120 Days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time
- 5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
- **6.** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [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.]

Dat	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]
	* * C * * * * * * * * * * * * * * * * *
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 the Purchaser
2.	Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

(TO BE PRINTED IN LETTER PAD OF THE FIRM)

EMD Returning Form

То

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.

p	, sistems of the DD site 3		
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						Dat	e: /	/		
The Nat	e Director, tional Institute of Te uchirappalli – 620 0									
Sı		on for release of pay alli through Electro							echn	ology,
1.	Name of the Party	/ / Firm / Compar	ny / Ins	titute	:					
2.	Address of the Pa	arty			:					
3.	City	Pin Cc	ode							
4.	E-MailI	Mobile No:								
5.	Permanent Accou	ınt Number								
6.	Particulars of Bar	ık:								
	Bank Name:		В	ranch Na	ime:					
	PIN Code:		В	ranch Co	ode:					
	IFS Code:(11 digi	t alpha numeric co	de)				1			
	Account Type	Savings		Curren	t		Cas	h Cre	dit	
	Account Number:									
						<u> </u>	<u> </u>		<u> </u>	
	•									
		_	ECLARA							
	ereby declare that the					-		-		
	ayed and not effect ector, National Inst		_							
adv	rise any change in th	e particulars of my	accoun	t to facil						
of c	credit of amount thro	ough NEFT/RTGS	Transfe	er.						
F	Place:	Date:								

Signature & Seal of the Authorized Signatory of the Party

Section X. Contract Forms

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

Table of Forms

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

Tender Acceptance Letter

(To be given on Company Letter Head)

		Date :					
		_					
		_					
		_					
		_					
Sub: A	Acceptance of Terms & Con	aditions of Tender.					
Tende	er Reference No. :						
Name	e of Tender / Work :			2			
Dear	Sir,						
		ed/ obtained the tender docu- amely:as per your advertiser					
2.	I/We hereby certify that I/	We have read the entire terr	ns and conditior	ns of the tender docum	nents from		
	PageNo	to	r	_(including all docur	ments like		
	section(s), schedules(s) et	c.), which form part of the	contract agreem	ent and I/we shall ab	ide hereby		
	by the terms/conditions/ c	lauses contained therein.					
3.	The corrigendum(s) issued	d from time to time by your d	epartment/ orga	nisation too have also	been taker		
	into consideration, while s	submitting this acceptance le	etter.				
4.	. I/We hereby uncondition	ally accept the tender cond	itions of above	mentioned tender do	cument(s)		
	corrigendum(s) in itstotali	ity/entirety.					
5.	In case any provisions of	this tender are found viol	ated, then you	ir department/organis	ation shall		
	without prejudice to any	other right or remedy be a	t liberty to reje	ect this tender/bid inc	luding the		
	forfeiture of the full said e	earnest money deposit absolu	ıtely.				
	Yours Faithfully,						
	(Signature of the Bidder	, with Official Seal)					

Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

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

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

The Purchaser and the Supplier agree as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referredto.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 (b) the Tender Forms
 (c) the Addenda Nos. (if any)
 (d) Special Conditions of Contract
 - (e) General 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.

WH	EREAS Proprietor of
	e in after referred to as the Service Provider(SP) have submitted the tender to the
	onal Institute of Technology, Tiruchirappalli, hereinafter referred as the Institute,
_	viding the services to the Institute of National Institute of Technology Tiruchirappalli,
for a	a period of two (02) year commencing from
WH	EREAS the National Institute of Technology, Tiruchirappalli has agreed to grant the
agre	ement to foresaid as per the contract No
date	dAnd
WH	EREAS the service
prov	vider and the Institute have agreed to execute
this	agreement. We agree that:-
	We will be providing services to the Institute Institute for a period of one year with
	effect from, on terms and conditions stated herein.
::	The comics arounder will make assemblative accounts denotit of Do. / (Dunces
ii.	The service provider will make cumulative security deposit of Rs. /- (Rupees
	only) to the Institute which is refundable on termination of the agreement free of interest
	after recovery of all dues payable by the service provider to the Institute.
This	security deposit has been deposited to the Institute vide receipt no
	d
aato	
iii.	The service provider will quote the charges of providing car service to the Institute of
111.	The service provider will quote the charges of providing car service to the histitute of
	Rs (Rupees) only per month if bill and relevant
	Ks (Rupces) Only per month it only and recevant
	documents are in Order, which will be paid by the Institute before 21st day of the
	documents are in order, which will be paid by the institute before 21 day of the
	following month.
	10110 Hill Houte.

. . .

service tax registration certificates before signing the agreement.

- v. The car service rendered to the institute by the service provider shall remain functional round the clock on all seven days of the week
- vi. The service provider will provide the car services as stipulated in the Tender Document. The rates of the foresaid items are applicable during the entire contract period commencing from If the contract period is extended beyond initial one/ two years for any reason whatsoever, the service provider will provide the service of advanced life saving cart rate mutually agreed upon for the service, which will not be more than 10% of theoriginal contract amount.
- vii. The behavior of the service provider and its personnel will be polite and exemplary towards the patients and members of the Institute. The service provider and its men will not indulge in any kind of immoral activity directly or indirectly, and defaulters will attract penalty as recommended by the enquiry committee constituted by Dean (ID) in every such occasion, which may lead to the termination of the contract.
- viii. The service provider will not put hindrance to the Transport chairman /Associate Dean (ID)/ Dean (ID)/ Director in any point of time and the service provider shall undertake to implement their direction within the ambit of the Tender Document and this agreement.
- ix. Service provider undertakes to maintain the good, clean and hygienic condition of the Car and its parking space and disposes of all the refuses at marked location only at his own cost. The service provider will be responsible for safety, security of all equipment of the Car.
- x. The Institute shall have the power to extend the agreement period for twelve months based on satisfactory services rendered by the service provider and on such occasion, the Institute will agree to increase the rate mutually agreed upon for the service, which will not be more than 10% of the original contract amount. The extension, however, cannot be a right of the service provider and should be under the sole discretion of the Institute.
- xi. The service provider will be subjected to the same discipline as is applicable to the residents of the Institute Campus.
- xii. The service provider will abide by any other terms and conditions which the Institute and/ or Associate Dean (ID)/ Dean (ID)/Director/ Transport chairman of Institute on its behalf may impose from time to time.
- xiii. In the event of violation of the conditions of this agreement, the service provider will vacate the premises forthwith and the service provider will not have any claim in respect of the unexpired period of the agreement and security deposit.
- xiv. In the event of death of service provider the agreement will stand automatically terminated with immediate effect.

- xv. On expiry of the period of the agreement, the service provider will vacate the Institute premises within 24 hours of expiry of the agreement period. In the matter of any interpretation and/or dispute in respect of this agreement the decision of the Director will be final and will be binding on the service provider.
- xvi. In regard to extension of time of the agreement the Institute will have sole discretionary power.
- xvii. Under normal situations ninety (90) days notice period is to be served by the service provider for the termination of contract. However, the Institute reserves the right to terminate the agreement with thirty (30) days notice period without assigning any reason to the service provider as when it deems fit.
- xviii. The Tender Document is a part of this agreement.
- xix. All the disputes will be settled within the Jurisdiction of Honorable Tiruchirapalli court and Madurai Bench of Madras High Court.
- xx. In case the service provider is not able to provide the car for a particular day, a penalty Rupees.1000/- (Rupees One Thousand Only) shall be deducted from that monthly contract amount.
- xxi. The tender should have Service Tax Registration number as the service provider and should attach a photocopy of the same.
- xxii. The technical bid should contain self-attested photocopies of documents showing experience in supplying vehicles to Govt. / Public undertakings.
- xxiii. The supplier should have sufficient number of vehicles for hiring so as to handle any emergency.
- xxiv. We agree that the Institute has full authority to terminate the contract if the advanced life saving car services provided by us is not satisfactory. IN WITNESS WHEREOF BOTH THE PARTIES set their respective hands in presence of the witness on the date, month and year as given above.

Place: National Institute of Technology Tiruchirapalli, India

Dean (Institute Development) NIT, Trichy		Signature of Service Provider
Witness:	Witness:	
1.	1.	
2.	2.	
3.	3.	

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 theguarantee."

This	guarantee	is	subject	to	the	Uniform	Rules	for	Demand	Guarantees	(URDG) 2010	Revision,	ICC
Publi	cation No.	75	8, excep	t th	at th	e support	ing sta	teme	ent under .	Article 15(a)	is herebyexclu	ıded.	

[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.

WHERE	AS the Contractor has en	tered into a writte	en Agreemen twith the	Purchaser da	ated the
	Day of	,20	, for [name of conti	ract and b	riefdescription
of					
Goods ar	nd related Services] in a	accordance with t	he documents, plans,	specification	s, and amendments
thereto, v	which to the extent herei	n provided for, a	re by reference made	part hereof	and are hereinafter
referred to	o as theContract.				

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

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

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

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

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

In testimony whereof, the Supplier has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____dayof__20.

SIGNED ON	on behalf of	
By_	in the capacity of	
In the presenceof	• •	
•		
SIGNED ON_	on behalf of	
By	in the capacity of	
In the presence of		

Annexure I

DECLARATION

"I / We hereby declare that I/We have carefully gone through the terms & conditions of tender notice No.
in detail and agree to the
Rates submitted by me/us in the Rate Sheet and I/We agree in full".
"I / We Declare that I/We will be supplying the following taxi or a taxi of same make, colour and same & latest model.
1. Model of Vehicle :
2. Registration number :
3. Year of Manufacture :
4. RC Book Copy, Road TAX, Insurance details and to be attached
"I also declare that the other vehicle of required make, and model and colour shall also be supplied by me"
1) Signature of the Party :
Full Name in Block Letters :
Capacity in which the Tender is signed :
2) Full Address :
Telephone Number : Office
Res

Annexure II

BIO DATA OF THE BIDDER

1) Name & Address of Firm/Party :	
Telephone Number	
(Mobile)	
2) Whether it is Proprietorship or Partnership	
3) Full Name(s) of Proprietor or Partners	
(Attested copies of partnership deed	_/
Should invariably be attached along	with Authorizations)
4) Permanent Account Number (Income Tax)	
5) Sales Tax Registration Number of the Firm/Party	

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

Remarks

Document Type Description

COVER - 1
Cover No Cover Type

1	Fee	.pdf	Scanned Copy of Bid Security in the form of DD/BG/Exemption Certificate (MSE/NSIC)	EMD Amount specified in the Tender Document
COV	<u>ER - 2</u>		/	
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.
		.pdf	True copy of Permanent Account Number	Scanned copy of PAN CARD of the firm
		.pdf	Details of Goods and Service Tax (GSTIN) along with a copy of certificate	GSTIN Registration certificate
		.pdf	Checklist for Bid/Tender Submission	Duly filled and signed and stamped Checklist for Bid / Tender Submission available in the page no.3
	/	.pdf	Annexures	Data Requested in Annexures
	,	.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 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	BOQ	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)