

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: www.nitt.edu

Phone:0431-2503307

e-Procurement Notice

Ref: NITT/R&C/ECE/GL/RESPOND/AWGN-1/19-20

Dated: 13.07.2020

Online tenders are hereby invited in two cover system from Indian Nationals for Supply and Installation of Arbitrary Waveform Generator.

Bidders can download complete set of bidding documents from e- procurement Platform https://eprocure.gov.in/eprocure/app from **13.07.2020(03.00PM)**onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through https://eprocure.gov.in/eprocure/app.

Last Date/ Time for receipt of bids through e-procurement is:

03.08.2020(03.00PM)(Server time).

Late bids shall not be accepted.

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

CRITICAL DATE SHEET					
13.07.2020(03.00PM)					
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Not Applicable					
Not Applicable					
Not Applicable					
Not Applicable					
13.07.2020(03.00PM)					
03.08.2020(03.00PM)					
04.08.2020(03.00PM)					
Will be announced after technical evaluation					

CRITICAL DATE SHEET

Note :*Bidder should submit the EMD as specified in the tender. The hard copy should be posted / couriered to theTender 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.

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

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Department of Electronics & Communication Engineering

Web: www.nitt.edu

Phone: 0431-2503307



Tender Document (e - Procurement)

Tender Notification No	:	NITT/R&C/ECE/GL/RESPOND/AWGN-1/19- 20
Date	÷	13.07.2020
Name of the Department	•	Department of Electronics & Communication Engineering
Name of the component	••	Supply and Installation of Arbitrary Waveform Generator
Quantity required	:	1 Nos
EMD Amount	:	Rs.9000/-
Last Date & Time of submission of Tender	:	03.08.2020(03.00PM)
Address for submission of Tender	:	THE DIRECTOR, NIT TIRUCHIRAPPALLI- 15 KIND ATTENTION TO: Dr.G.Lakshminarayanan, Professor, Department of Electronics & Communication Engineering
Date & Time of opening of technical bid	:	04.08.2020(03.00PM)

Checklist for Bid / Tender Submission

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

Sl.No.	Particulars	Yes / No
1.	Have you attached the techno commercial unpriced bid form duly filled in appropriately?	
2.	Have you attached a copy of the last three years audited balance sheet of your firm	Ň
3.	Have you attached the copy of the GSTIN certificate	
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 registrationcertificate?	0
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 / MSME (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 f 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 eachtender?	
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 <u>https://eprocure.gov.in/eprocure/app</u>.

- 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 "<u>Online Bidder Enrollment</u>" 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 bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of theinstruments.
- 17. The details of the DD / any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
- 18. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the 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 thebidders.
- 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 <u>cppp-nic@nic.in</u>.

Section II : Instructions to Bidders

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Section II. Instructions to Bidders

	A.Gen	eral
1	SCOPE	
		 Supply and Installation of Arbitrary Waveform Generatoras 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	FLICIR	b. "Institution means National Institute of Technology, Tiruchirappalli" LEBIDDERS
2	2.1 2.2	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. 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;
		orchas the same legal representative as another Bidder; ordhas a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
		 e Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid shall result in the disqualification of all Bids in which such Bidder is involved. This, however does not limit the inclusion of the same subcontractor in more than one bid; or f Has a close business or family relationship with a professional staff of the
		 Purchaser (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract.
	2.4	A foreign firm and individual may be ineligible if as a matter of law or regulations, India prohibits commercial relations with the country of bidder.
	2.5	A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
3	CONTE	NTS OF BIDDING DOCUMENT
	3.1	The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.
	3.2	The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

3.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail. 3.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as required by the Bidding Documents. 4 CLARIFICATION OF BIDDING DOCUMENTS, SITE VISIT, PRE-BID MEETING 4.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS. 4.2 The Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods. The costs of visiting shall be at the Bidder's own expense 4.3 The Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses of the pre-bid meeting, will be transmitted promptly to all Bidders whoh have acquired the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a	,	
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C.PREPARATION OF BIDS		
6 LANGUAGE OF BID :	6	
The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder		
and the Purchaser, shall be written in the language specified in the BDS. Supporting documents		
and printed literature that are part of the Bid may be in another language provided they are		
accompanied by an accurate translation of the relevant passages into the language specified in the		
BDS, in which case, for purposes of interpretation of the Bid, such translation shallgovern.		
7 Documents Comprising the Bid	7	
The tender/Bid shall be submitted online in two part, viz.,Technical Bid and CommercialBid.		
The following documents are to be scanned and uploaded as part of the Technical Bid as		7.1 TECHNICAL BID

		and the day of the second of t
		per the tender document:
		a Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender
		Acceptance Letter,);
		b Scanned copy of the completed Schedules
		c Scanned copy of Bid Security or copy of proof for submission of Tender Document Fee/ Earnest Money Deposit etc.;
		d Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;
		e Scanned copy of documentary evidence
		establishing the Bidder's qualifications to perform the contract if its bid is accepted
		and
		the Bidder's eligibility to bid;
		f Scanned copy of
		i. documentary evidence, that the Goods and Related Services to be supplied
		by the Bidder are of eligible origin and
		ii. conform to the Bidding Documents, and
		iii. any other document required in the BDS;
		g Scanned copy of Pre-Qualification Details as per Section-IV like PAN/GST etc.
		h EMD Returning Form.
		i Mandate Form For Electronic Fund Transfer/RTGS Transfer.
		j Technical Bid.
		The Technical specifications format is s available in Excel sheet TECHNICAL.xls
		in this E-Tender document at https://eprocure.gov.in/ eprocure/app. Bidders are
		advised to download TECHNICAL.xls and fill their specifications in the prescribed
		column and upload the same in the Technical bid along with other required
		documents. The hard copy of the filled in Technical specifications (Excel) to be
		scanned and to be uploaded in PDF.
	7.2	COMMERCIAL BID
		The commercial bid comprises of:
		i. Scanned copy of Tender Form (Price
		Bid)
		ii. Price BID in the form of
		BoQ_XXXXX.xls.
		iii. Scanned copy of item wise
		break up of price bid. The Price bid format is provided a BoQ_XXXXX.xls along with this Tender Document
		at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this BoQ_
		XXXXX.xls and quote their offer/rates in the prescribed column. Bidders can quote
		Basic Price in INR or CURRENCY (for other than INR) but it is mandatory to quote
		taxes/levies in INR only, in the prescribed 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.
1		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
		U	bid, excluding any discounts offered.
		с	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	Bid	s are being invited for individual lots (contracts) or for any combination of lots
			ckages). 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
		iten	n of a lot. Bidders wishing to offer discounts for the award of more than one
		Cor	ntract shall specify in their bid the price reductions applicable to each package, or
		alte	rnatively, to individual Contracts within the package. Discounts shall be submitted
		(vided the bids for all lots (contracts) are opened at the same time.
	10.3		ces shall be quoted as specified in each Price Schedule (BOQ) as provided. The dis-
			regation of price components is required solely for the purpose of facilitating the
			nparison of bids by the Purchaser. This shall not in any way limit the Purchaser's
			at to contract on any of the terms offered. In quoting prices, the Bidder shall be free to
			transportation through carriers registered in any eligible country. Similarly, the
			der may obtain insurance services from any eligible country. Prices shall be entered
		in tl	he following manner:
		а	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
		1	final destination (Project Site) specified in the BDS ;
		b	For Goods manufactured outside India, to be imported
			1. The price of the Goods quoted under Carriage and Insurance Paid (CIP) Model up to pamed place of destinction in India as apacified in the PDS :
			Model up to named place of destination in India as specified in the BDS ; 2. The price for inland transportation, insurance, and other local services
			required to convey the Goods from the named place of destination to their
			final destination (Project Site) specified in the BDS;
			multi destination (110jeet 50c) specified in the DDS;
		с	For Related Services, other than inland transportation and other services required to
			convey the Goods to their final destination, whenever such Related Services are
			specified in the Schedule of Requirements:
			1. The price of each item comprising the Related Services (inclusive of any
			applicable taxes)
11		Cu	rrencies of Bid and Payment:
		The	e currency(ies) of the bid and the currency(ies) of payments shall be as specified in
		the	BDS. The Bidder shall quote in Indian Rupees.
12	12.1		cuments Establishing the Eligibility and Qualifications of the Bidder
		То	establish Bidder's their eligibility, Bidders shall complete the Tender Form (Techno
			nmercial Un-Priced Bid & Priced Bid), included in Section-IX, Bidding Forms.
	12.2		e documentary evidence of the Bidder's qualifications to perform the contract if its
		bid	is accepted shall establish to the Purchaser's satisfaction:
		а	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
			India;

		b that, if required in the BDS, in case of a Bidder not doing business within India, the Bidden is on will be (if owned at the contract) proposed to be an A part in the country.
		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
	1	The Bidder shall furnish as part of its bid, a bid security, as specified in the BDS, in original form the amount and currency as specified in the BDS.
	14.2	If a bid security is specified, the bid security shall be a
		a Demand Draft
		b An unconditional guarantee issued by a Bank. of a reputed source from an
		eligible country. If the unconditional guarantee is issued by a financial institution
		located outside India, the issuing financial institution shall have a correspondent
		financial institution located in India to make it enforceable The bid security shall be
		valid for forty five (45) days beyond the original validity period of the bid, or
	14.3	beyond the extended period. If a Bid Security is specified, any bid not accompanied responsive Bid Security, shall be
	14.5	rejected by the Purchaser as non-responsive.
	14.4	The successful Bidder shall be returned as promptly as possible once the successful
		Bidder has signed the contract and furnished the required performance security.
	14.5	The Bid Security of the successful Bidder shall be returned as promptly as possible once
		the successful Bidder has signed the contract and furnished the required performance
		security.
	14.6	The Bid Security of the bidder may be forfeited or the Bid Securing Declaration
		executed:a if he withdraws from the bid during the period of bid validity specified by the
		a if he withdraws from the bid during the period of bid validity specified by the Bidder on the Tender Forms, or any extension thereto provided by the Bidder ; or
		 b if he being successful Bidder fails to:
		i. sign the Contract; or
		ii. furnish a performance Security
	D.SUB	AISSION AND OPENING OF BIDS
15		Sealing and Marking of Bids: The Bidder shall submit the bids electronically, through
		the e-procurement system (<u>https://eprocure.gov.in/eprocure/app</u>). Any document
		submitted through any other means will not be considered as part of the Bid except for
10		the Originals as asked for in this tender.
16		Deadline for Submission of Bids: The Purchaser may, at its discretion, extend the deadline for the submission of hids by smending the Bidding Decuments in which area
		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
20	20.1	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
	01.0	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
- 22	00.1	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
	22.2	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
	22.3	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
	22 . +	by the Purchaser and may not subsequently be made responsive by correction of the
		material deviation, reservation or omission.
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23		Conversion to Single Currency: For evaluation and comparison purposes, the
		currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.
24		Margin of Preference: Unless otherwise specified in the BDS, a margin of preference
		shall not apply.
25	25.1	Evaluation of Bids: The Purchaser shall use the criteria and methodologies listed in this
		Clause. No other evaluation criteria or methodologies shall be permitted.
	25.2	To evaluate a Bid, the Purchaser shall consider the following:
		a Evaluation will be done for Items or Lots (contracts), as specified in the BDS; and
		the Bid Price.
		b price adjustment due to discounts offered;
		c converting the amount resulting from above, if relevant, to a single currency
	25.2	d price adjustment due to quantifiable nonmaterial nonconformities in;
	25.3	The estimated effect of the price adjustment provisions of the Conditions of Contract,
		applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	25.4	The Purchaser's evaluation of a bid shall exclude and not take into account:
	23.4	
		a In the case of Goods manufactured in the India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
		b in the case of Goods manufactured outside India, already imported or to be
		imported, customs duties and other import taxes levied on the imported Good,
		sales and other similar taxes, which will be payable on the Goods if the contract is
		awarded to the Bidder;
		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 ofbids.
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
	05.0	qualifying criteria.
	27.2	The determination shall be based upon an examination of the documentary evidence of the Didder's qualifications submitted by the Didder
		the Bidder's qualifications submitted by the Bidder.
	27.3	An affirmative determination shall be a prerequisite for award of the Contract to the Riddor A pagative determination shall result in discussification of the hid in which
		Bidder. A negative determination shall result in disqualification of the bid, in which
		event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
28		Institutes Right to Accept any Bid and to Reject any or all bids:
20		The Institute reserves the right to accept or reject any bid, and to annul the bidding
		process and reject all bids at any time prior to contract award, without thereby incurring
		any liability to Bidders. In case of annulment, all bids submitted and specifically, bid
		securities, shall be promptly returned to the Bidders.
	1	F.AWARD OF CONTRACT
29		Award Criteria:
	1	ı

	Γ	The Development of the Contract to the D'ddevelopment is highly been determined to
		The Purchaser shall award the Contract to the Bidder whose bid has been determined to
		be the lowest evaluated bid and is substantially responsive to the Bidding Documents,
		provided the Bidder is determined to be qualified to perform the Contract
		satisfactorily.
30		Purchasers Right to vary Quantities at Time of Award:
		At the time the Contract is awarded, the Purchaser reserves the right to increase or
		decrease the quantity of Goods and Related Services originally specified in Section VI,
		Schedule of Requirements, provided this does not exceed the percentages specified in
		the BDS, and without any change in the unit prices or other terms and conditions of the
		bid and the Bidding Documents.
31	31.1	Notification of Award:
		Prior to the expiration of the period of bid validity, the Purchaser shall, notify the
		successful Bidder, in writing, that its Bid has been accepted. The notification letter
		(hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of
		Acceptance") shall specify the sum that the Purchaser will pay the Supplier in
		consideration of the supply of Goods (hereinafter and in the Conditions of Contract and
		Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also
		notify all other Bidders of the results of the bidding.
	31.2	Until a formal Contract is prepared and executed, the notification of award shall
	51.2	constitute a binding Contract.
	31.3	The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after
	51.5	notification of award, requests in writing the grounds on which its bid was not selected.
22	32.1	
32	32.1	Signing of Contract:
		Promptly after notification, the Purchaser shall send the successful Bidder the Contract
	22.2	Agreement.
	32.2	Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Ridder shell sign data and return it to the Durcheson
	22.2	Bidder shall sign, date, and return it to the Purchaser.
	32.3	Notwithstanding anything contained in clause 32.2, in case signing of the Contract
		Agreement is prevented by any export restrictions attributable to the Purchaser, or to
		the use of the products/goods, systems or services to be supplied, where such export
		restrictions arise from trade regulations from a country supplying those products/goods,
		systems or services, the Bidder shall not be bound by its bid, always provided however,
		that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the
		Contact Agreement has not been prevented by any lack of diligence on the part of the
		Bidder in completing any formalities, including applying for permits, authorizations
		and licenses necessary for the export of the products/goods, systems or services under
		the terms of the Contract.
33	33.1	Performance Security:
		Within twenty-eight (28) days of the receipt of notification of award from the Purchaser,
		the successful Bidder, if required, shall furnish the Performance Security in accordance
		with the General Conditions of Contract (GCC), using for that purpose the Performance
		Security Form included in Section-X, Contract Forms, or another Form acceptable to the
		Purchaser. If the Performance Security furnished by the successful Bidder is in the form
		of a bond, it shall be issued by a bonding or insurance company that has been
		determined by the successful Bidder to be acceptable to the Purchaser. A foreign
		institution providing a bond shall have a correspondent financial institution located in
		India.
	33.2	Failure of the successful Bidder to submit the above- mentioned Performance Security or
		sign the Contract shall constitute sufficient grounds for the annulment of the award and
		forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the
		next lowest evaluated Bidder, whose bid is substantially responsive and is determined by
		the Purchaser to be qualified to perform the Contract satisfactorily.
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Section III. BID Data Sheet (BDS)

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

Sl. No.	A. General
1.	The reference number of the Invitation for Bids is
	NITT/R&C/ECE/GL/RESPOND/AWGN-1/19-20Dated : 13.07.2020
2.	The Purchaser is The Director, NIT Tiruchirappalli. Kind Attention To :
	Dr.G.Lakshminarayanan, Professor, Department of Electronics & Communication
	Engineering
3.	Maximum number of members in the JV shall be:

Sl. No.	B. Contents of Bidding Documents						
4.	For Clarification of bid purposes only, the Purchaser's address is Department of						
	Electronics & Communica	tion	Engineering, National Institute of Technology,				
	Tiruchirappalli, 620015						
	Attention : D	r.G.La	akshminarayanan				
	Professor, Department of E	lectro	nics & Communication Engineering				
	Address : N	Address : National Institute of Technology, Tiruchirappalli,					
	Floor / Room number : -						
	City : Tiruchirappalli						
	ZIPCode : 62	20015					
	Country : In	dia					
	Telephone :+!	91 431	1 2503307				
	E-Mail : laksh@nitt.edu						
5.	Web page : <u>https://eprocure.gov.in/eprocure/app</u>						
6.	A site visit shall not be organized by the purchaser.						
7.	A Pre-Bid meeting date : Not Applicable						
	and venue	I	Not Applicable				

Sl. No.	C. Preparation of Bids
8.	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.
9.	The Bidder shall submit the following additional documents in its bid: NA
10.	Alternative Bids shall not be considered.
11.	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
12.	Place of Destination: is National Institute of Technology, Tiruchirappalli 620015.
13.	Final destination (Project Site):Wireless System Design Lab, Department of Electronics & Communication Engineering, National Institute of Technology, Tiruchirappalli, 620015.
14.	The prices shall be quoted by thebidderin : Indian Rupee / Foreign Currency of Principal's Country (Preferably in IndianRupees)
	The Bidder is required to quote in Indian Rupees (INR), the portion of the bid price that corresponds to expenditures incurred in Indian Rupees(INR).
15.	Manufacturer's authorization is Required
16.	After sales service is Required.
17.	The bid validity period shall be 120 Days.
18.	EMD / Bid security Rs.9000 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
19.	Other types of acceptable securities: NA

Sl. No.	D. Submission and Opening of Bids					
20.	For bid submission purposes only, the address is Assistant Registrar (S&P), Stores and Purchase Section, National Institute of Technology, Tiruchirappalli, 620015.					
	Attention : Dr.G.Lakshminarayanan/ Professor					
	StreetAddress : National Institute of Technology, Tiruchirappalli,					
	City : Tiruchirapalli					
	ZIP/PostalCode : 620 015					
	Country : India					
	The deadline for bid submission is :					
	Date and Time : 03.08.2020(03.00PM)					
	The electronic bidding opening procedures shall be as given in Section I- Instructions for Online Bid Submission.					
21.	The bid opening shall take place at : Stores and Purchase Section, National					
	Institute of Technology, Tiruchirappalli-620015.					
	StreetAddress : National Institute of Technology, Tiruchirappalli					
	Floor / Roomnumber : Administrative Block					
	City : Tiruchirappalli					
	Country : India					
	Date and Time : 04.08.2020(03.00PM)					
	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				
22.	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.				
23.	A margin of domestic preference shall apply.				
24.	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			
25.	The maximum percentage by which quantities may be increased is :NA			
	The maximum percentage by which quantities maybe decreased is: NA			

Section IV. Prequalification

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

Section V. Institute against the Corruptand Fraudulent Practices

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

- a) If bidder or their agents, subagents, sub-contractors, suppliers etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or cancelled as the case may be by the Institute and besides it Institute may initiate legal actions including civil and 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 anotherparty;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 another party;³
 - (iv) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of 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,coerciveorcollusivepractice ;and / or threatening,harassing or Intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing theinvestigation.

Besides actions under clause (a) Institute may also take action to blacklist such bidder either indefinitely or for a specifiedperiod.

b)

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

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

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

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

Part - 2

Supply Requirements

Section VI. Schedule of Requirements

Contents

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

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1. List of Goods and Delivery Schedule

		Quanti ty	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date			
Item No	Description of Goods				Earliest Delivery Period (days)	Latest Delivery Period (Days)	Bidder's offered Delivery period [to be provided by the bidder]	
1.	Supply and Installation of Arbitrary Waveform Generator	01	Nos	Wireless System Design Lab, Department of Electronics & Communication Engineering	49	56		

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

2. List of Related Services and Completion Schedule

1. Technical Specifications

Technical Specifications and Standards					
Name of the Equipm	nent		Supply and Installation of Arbitrary Waveform Generator		
Specification of NIT-T			Specification of the Supplier		
Frequency Range Resolution	9 KHz to 3.2 GHz	•			
Output Power@1 MHz to 3.2 GHz	0.001 Hz -120 dBm to +13 dBm				
Amplitude Accuracy	< 1 dB				
Reverse Power Protection	10 W@3Ghz or Better				
Harmonics @ +5 dBm 1 MHz to 3 GHz	< -30 dBc		S.		
Non-Harmonics,> 10 KHz Offset	< -60 dBc @ 1 GHz < -50 dBc @ 3 GHz		X`		
SSB Phase Noise @ 20 KHz Offset	< -105 dBc/Hz @ 1 GH	·ΙΖ	0		
Sweep Modes	RF Frequency,Amplitude, LF Frequency				
Amplitude Modulation	Internal, External				
AM Depth Setting Range	0 to 100%				
Frequency Modulation	Internal, External				
Maximum Deviation	2 MHz @ 1 GHz 4 MHz @ 3.2 GHz				
Phase Modulation	Internal,External				
Maximum Deviation	20 rad @ 1 GHz 40 rad @ 3.2 GHz				
PM Distortion	< 0.2%				
Pulse Modulation	Internal,External				
ON/OFF Ratio	> 80 dB				
Pulse Repetition Frequency	0 Hz to 500 KHz				
Pulse Generator	Single Pulse,Double Pulse with 2 µs to 50 s period & 1 µs t 1 s Width	Ö			
Internal Modulation Generator	Required for Sine Way from 1Hz to 100Khz w 10mV to 2V as o/p				
Interfaces	LAN				

Installation Required	Yes				
Warranty (in months)	36 Months				
AMC Required	No				
Delivery Period (Weeks)	8 Weeks				
Shipment Terms	Up to NIT, Tiruchirapalli				
Payment Term	100% payment after satisfactory delivery / Installation				
Performance Security	5%				

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 (TECHNICAL.xls) is available in the tender document, the same to be filled in and uploaded along with the tender document.

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

1.	Definitions
2.	Contract Documents
3.	Corrupt and Fraudulent Practices
4.	Interpretation
5.	Language
6.	Joint Venture, Consortium or Association
7.	Eligibility
8.	Notices
9.	Governing Law
10.	Settlement of Disputes

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11.	Obligations During Arbitrations			
12.	Scope of Supply			
13.	Delivery and Documents			
14.	Supplier's Responsibilities			
15.	Contract Price			
16.	Terms of Payment			
17.	Taxes and Duties			
18.	Performance Security			
19.	Copyright			
20.	Confidential Information			
21.	Subcontracting			
22.	Specifications and Standards			
23.	Packing and Documents			
24.	Insurance			
25.	Transportation and Incidental Services			
26.	Inspections and Tests			
27.	Liquidated Damages			
28.	Warranty			
29.	Patent Indemnity			
30.	Force Majeure			
31.	Change Orders and Contract Amendments			
32.	Extensions of Time			
33.	Termination			
34.	Assignment			

Section VII General Conditions of Contract Definitions: The following words and expressions shall have the meanings hereby assigned to them:			
а	"NITT" means National Institute of Technology, Tiruchirappalli established under societie 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 a attachments, appendices, and all documents incorporated by reference therein.		
с	"Contract Documents" means the documents listed in the Contract Agreement, includir any amendments thereto.		
d	"Contract Price" means the price payable to the Supplier as specified in the Contra Agreement, subject to such additions and adjustments thereto or deductions therefrom, a 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/ 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 Speci Conditions of Contract (SCC).		
j	"Purchaser" means faculty, department and other entities of the competent for purchasir Goods and Services, as specified in the SCC.		
k	"Related Services" means the services incidental to the supply of the goods, such a 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 a such in the Contract Agreement.		
0	"The Project Site," where applicable, means the place named in the SCC.		

2	Contract Documents:
	Subject to the order of precedence set forth in the Contract Agreement, all documents forming the
	Contract (and all parts thereof) are intended to be correlative, complementary, and mutually
	explanatory. The Contract Agreement shall be read as a whole.
3	Corrupt and Fraudulent Practices:

	The Institute requires compliance with its policy against the corrupt and fraudulent practices as set				
		n Section- V The Purchaser requires the Supplier to disclose any commissions or fees that may			
		been paid or are to be paid to agents or any other party with respect to the bidding process or			
		ion of the Contract. The information disclosed must include the name and address of the			
		or other party, the amount and currency, and the purpose of the commission, gratuity or fee.			
4	Ŭ	pretation			
•	4.1	The Contract constitutes the entire agreement between the Purchaser and the Supplier and			
	7.1				
		supersedes all communications, negotiations and agreements (whether written or oral) the parties with respect thereto made prior to the date of Contract.			
	4.2				
	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	Nonwaiver			
		a Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or			
		indulgence by either party in enforcing any of the terms and conditions of the			
		Contract or the granting of time by either party to the other shall prejudice, affect, or			
		restrict the rights of that party under the Contract, neither shall any waiver by either			
		party of any breach of Contract operate as waiver of any subsequent or continuing			
		breach of Contract.			
		b Any waiver of a party's rights, powers, or remedies under the Contract must be in			
		writing, dated, and signed by an authorized representative of the party granting such			
		waiver, and must specify the right and the extent to which it is being waived.			
	4.4	Severability:			
		If any provision or condition of the Contract is prohibited or rendered invalid or			
		unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity			
		or enforceability of any other provisions and conditions of the Contract.			
5	5.1	Language:			
5	5.1	The Contract as well as all correspondence and documents relating to the Contract			
		exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be			
		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			
		in any language provided they are accompanied by an accurate translation of the relevan			
		passages in the language specified, in which case, for purposes of interpretation of the Contract such translation shall govern			
	5.2	Contract, such translation shall govern. The Supplier shall hear all costs of translation to the governing language and all risks of			
	5.2	The Supplier shall bear all costs of translation to the governing language and all risks of			
		the accuracy of such translation, for documents provided by the Supplier.			
6		Joint Venture, Consortium or Association:			
		If the Supplier is a joint venture, consortium, or association, all of the parties shall be			
		jointly and severally liable to the Purchaser for the fulfilment of the provisions of the			
		Contract and shall designate one party to act as a leader with authority to bind the joint			
		venture, consortium, or association. The composition or the constitution of the joint			
		venture, consortium, or association shall not be altered without the prior consent of the			
L		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			
		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	provisions of the laws of that country. Nationality must be disclosed by the supplier			
	7.5				

		goods have been grown, mined, cultivated, produced, manufactured, or processed; or					
		through manufacture, processing, or assembly, another commercially recognized article					
		results that differs substantially in its basic characteristics from its components.					
8	8.1	Notices Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in					
		writing to the address specified in the SCC. The term "in writing" means communicated in					
		written form with proof ofreceipt.					
8.2		A notice shall be effective when delivered or on the notice's effective date, whichever is					
		later.					
		Governing Law:					
		The Contract shall be governed by and interpreted in accordance with the laws of India,					
		unless otherwise specified in the SCC.					
	9.2	Throughout the execution of the Contract, the Contractor shall comply with the import of					
		goods and services prohibitions in India when					
		a Throughout the execution of the Contract, the Contractor shall comply with the					
		import of goods and services prohibitions in India when					
		b by an act of compliance with a decision of the United Nations Security Council taken					
		under Chapter VII of the Charter of the United Nations, India prohibits any import of					
		goods from that country or any payments to any country, person, or entity in that					
		country.					
10	10.1	Settlement of Disputes					
		The Purchaser and the Supplier shall make every effort to resolve amicably by direct					
		informal negotiation any disagreement or dispute arising between them under or in					
		connection with the Contract.					
	10.2	If the parties have failed to resolve their dispute or difference by such mutual consultation,					
		then either the Purchaser or the Supplier may give notice to the other party of its intention					
		to settle the issue by arbitration, as hereinafter provided, as to the matter in dispute, no					
		arbitration in respect of the matter be commenced unless such notice is given in					
		accordance with this Clause for the final settlement of the matter. Arbitration may be					
		commenced prior to or after delivery of the Goods under the Contract.					
	10.3	All questions, disputes and differences arising shall be referred by the The Director,					
		National Institute of Technology, Tiruchirappalli to the sole arbitrator for arbitration under					
		the provision of the Arbitrations and Conciliation Act, 1996.					
11		Obligations During Arbitrations					
		Notwithstanding any reference to arbitration in Clause 10,					
		a the parties shall continue to perform their respective obligations under the Contract					
		unless they otherwise agree; and					
		b the Purchaser shall pay any amount due to the Supplier.					
12		Scope of Supply					
		The Goods and Related Services to be supplied shall be as specified in the Schedule of					
		Requirements.					
13		Delivery and Documents					
10		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					
14		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	<u> </u>	Contract Price					
12							
		Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not very from the prices quoted by the					
		Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its hid, with the execution of any price adjustments authorized in the SCC					
1/	161	Supplier in its bid, with the exception of any price adjustments authorized in the SCC.					
16	16.1	Terms of Payment					

		The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the				
	1					
19		Copyright				
		performance security.				
	18.5	Bid security shall be refunded to the successful bidder within 30 days of receipt of				
		completion of all contractual obligations of the supplier including warranty obligation.				
	18.4	Performance security should remain valid for a period of sixty days beyond the date of				
		Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.				
		the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC or in				
	18.3	As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ice) of the Contract or in a freely convertible currency acceptable to the				
	10.2	under the Contract.				
		compensation for any loss resulting from the Supplier's failure to complete its obligations				
	18.2	The proceeds of the Performance Security shall be payable to the Purchaser as				
	10.0	Contract in the amount specified in the SCC				
		notification of contract award, provide a performance security for the performance of the				
		If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the				
18	18.1	Performance Security:				
		5% as per vide no:45/2017 and 47/2017				
		If the item/product purchased for research purpose the institution has a GST exemption of				
	17.4	GST Concession for Items Purchased for Research Purpose				
		supplies shall provide benefit from any such tax sowing to the purchaser.				
		from any such tax savings to the maximum allowable extent or country or origin, the				
		Supplier in India, the Purchaser shall use its best efforts to enable the Supplier to benefit				
	17.3	If any tax exemptions, reductions, allowances or privileges may be available to the				
		Purchaser.				
	1/.2	taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the				
	17.2	For goods Manufactured within India, the Supplier shall be entirely responsible for all				
		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	17.1	Taxes and Duties				
17	171	be Indian currency unless otherwise agreed.				
	16.4	The currencies in which payment shall be made to the supplier under this contract shall be ladien currency unless otherwise agreed				
	164	has accepted it				
	submission of an invoice or request for payment by the Supplier, and after the					
	16.3	Payments shall be made promptly by the Purchaser, within ninety (90) days after				
	160	fulfilment of all other obligations stipulated in the Contract.				
		Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon				
accompanied by invoices describing, as appropriate, the Goods deli		accompanied by invoices describing, as appropriate, the Goods delivered and Related				
	16.2	The Supplier's request for payment shall be made to the Purchaser in writing,				
		for six months under the contract.				
		e In case of maintenance contract, the amount should not exceed the amount payable				
		Public Sector Undertaking; or				
		d Forty percent of the contract value to a State or central Government agency or a				
		Thirty percent of the contract value to private firms;				
		c Such advance payment should not exceed the following limits: -				
		b Advance payment demanded by firms against fabrication contracts, turnkey contracts etc.				
		Air-conditioners, computers, other costly equipment, etc.				
		a Advance payment demanded by firms holding maintenance contracts for servicing of				
		However, in following cases advance payments may be made if specified in SCC:				
		However in following cases advance payments may be made if specified in SCC:				
		the services have been rendered or supplies appropriate to the requirement made.				

		third party, including suppliers of materials, the copyright in such materials shall remain		
		vested in such third party.		
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		
	20.2	of confidentiality similar to that imposed on the Supplier under GCC Clause 20.		
	20.2	The Purchaser shall not use such documents, data, and other information received from the		
		Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use		
		such documents, data, and other information received from the Purchaser for any purpose		
		other than the performance of the Contract.		
	20.3	The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not		
		apply to information that:		
		a Now or hereafter enters the public domain through no fault of that party;		
		b can be proven to have been possessed by that party at the time of disclosure and		
		which was not previously obtained, directly or indirectly, from the other party; or		
		c otherwise lawfully becomes available to that party from a third party that has no		
		obligation of confidentiality.		
	20.4	The above provisions of GCC Clause 20 shall not in any way modify any undertaking of		
		confidentiality given by either of the parties hereto prior to the date of the Contract in		
	2 0 7	respect of the Supply or any part thereof.		
	20.5	The provisions of GCC Clause 20 shall survive completion or termination, for whatever		
	01.1	reason, of the Contract.		
21	21.1	Subcontracting		
		The Supplier shall notify the Purchaser in writing of all subcontracts awarded under t Contract if not already specified in the bid. Such notification, in the original bid or later		
		shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.		
	21.2	Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.		
22	21.2			
22	22.2	Specifications and Standards Technical Specifications and Drawings		
		reclinical Specifications and Drawings		
		a The Goods and Related Services supplied under this Contract shall conform to the		
		technical specifications and standards mentioned in Section-VI, Schedule of		
		Requirements and, when no applicable standard is mentioned, the standard shall be		
		equivalent or superior to the official standards whose application is appropriate to		
		the Goods' country of origin or India.		
		b Wherever references are made in the Contract to codes and standards in accordance		
		with which it shall be executed, the edition or the revised version of such codes and		
		standards shall be those specified in the Schedule of Requirements. During Contract		
		execution, any changes in any such codes and standards shall be applied only after		
		approval by the Purchaser and shall be treated in accordance with GCC Clause 33.		
23	23.1	Packaging and Documents		
		The Supplier shall provide such packing of the Goods as is required to prevent their		
		damage or deterioration during transit to their final destination, as indicated in the		
		Contract. During transit, the packing shall be sufficient to withstand, without limitation,		
		rough handling and exposure to extreme temperatures, salt and precipitation, and open		
		storage. Packing case size and weights shall take into consideration, where appropriate, the		
		remoteness of the goods' final destination and the absence of heavy handling facilities at		
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		all points in transit.			
	23.2	The packing, marking, and documentation within and outside the packages shall comply			
		strictly with such special requirements as shall be expressly provided for in the Contract,			
		including additional requirements, if any, specified in the SCC, and in any other			
		instructions ordered by the Purchaser.			
24			rance		
		Unle	ess otherwise specified in the SCC, the Goods supplied under the Contract shall be		
			insured—in a freely convertible currency from an eligible country—against loss or		
			age incidental to manufacture or acquisition, transportation, storage, and delivery, in		
			rdance with the applicable Incoterms or in the manner specified in the SCC.		
25	25.1	Trai	nsportation and Incidental Services		
			Supplier is required under the Contract to transport the Goods to a specified place of		
			destination within India, defined as the Project Site, transport to such place of		
			nation in India, including insurance and storage, as shall be specified in the Contract,		
			be arranged by the Supplier, and related costs shall be included in the Contract		
		Price	e"; or any other agreed upon trade terms (specify the respective responsibilities of the		
			haser and the Supplier)		
	25.2	The	Supplier may be required to provide any or all of the following services, including		
			tional services, if any, specified inSCC:		
		a	performance or supervision of on-site assembly and/or start up of the supplied		
			Goods;		
		b	furnishing of tools required for assembly and/or maintenance of the supplied Goods;		
		с	furnishing of a detailed operations and maintenance manual for each appropriate unit		
			of the supplied Goods;		
		d	performance or supervision or maintenance and/or repair of the supplied Goods, for		
			a period of time agreed by the parties, provided that this service shall not relieve the		
			Supplier of any warranty obligations under this Contract; and		
		e	training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in		
			assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.		
	25.3	Price	es 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 the SCC.			
	26.2	The inspections and tests may be conducted on the premises of the Supplier or its			
		Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another			
		place in India as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on			
		the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance,			
		including access to drawings and production data, shall be furnished to the inspectors at no			
		charge to the Purchaser.			
	26.3	The	Purchaser or its designated representative shall be entitled to attend the tests and/or		
		inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of			
		own costs and expenses incurred in connection with such attendance including, but no			
		limited to, all traveling and board and lodging expenses.			
	26.4				
	20.4		enever the Supplier is ready to carry out any such test and inspection, it shall give a		
			onable advance notice, including the place and time, to the Purchaser. The Supplier		
		shall obtain from any relevant third party or manufacturer any necessary permission or			
		consent to enable the Purchaser or its designated representative to attend the test and/or			

		inspection.
	26.5	The Purchaser may require the Supplier to carry out any test and/or inspection not required
		by the Contract but deemed necessary to verify that the characteristics and performance of
		the Goods comply with the technical specifications codes and standards under the
		Contract, provided that the Supplier's reasonable costs and expenses incurred in the
		carrying out of such test and/or inspection shall be added to the Contract Price. Further, if
		such test and/or inspection impedes the progress of manufacturing and/or the Supplier's
		performance of its other obligations under the Contract, due allowance will be made in
	26.6	respect of the Delivery Dates and Completion Dates and the other obligations so affected.
	26.6	The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
	26.7	The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or
		inspection or do not conform to the specifications. The Supplier, if permitted by the
		purchaser, shall either rectify or replace such rejected Goods or parts thereof or make
		alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat
		the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to
27		GCC Sub-Clause 26.4.
27		Liquidated Damages
		Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period
		specified in the Contract, the Purchaser may without prejudice to all its other remedies
		under the Contract, deduct from the Contract Price, as liquidated damages, a sum
		equivalent to the percentage specified in the SCC of the delivered price of the delayed
		Goods or unperformed Services for each week or part thereof of delay until actual
		delivery or performance, up to a maximum deduction of the percentage specified in those
		SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant
		to GCC Clause 33.
28	28.1	Wermonter
40	20.1	Warranty
20	20.1	The Supplier warrants that all the Goods are new, unused, and of the most recent or current
20	20.1	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
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20	28.2	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. Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods shall
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	28.2 28.3 28.4 28.5 28.6	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. Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India. Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or warranty period mentioned by supplier whichever period concludes later unless mutually agreed. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. 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. 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.

	[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
	22.2	the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the
		Supplier a notice thereof, and the Supplier may at its own expense and in the
		Purchaser's name conduct such proceedings or claim and any negotiations for the
		settlement of any such proceedings or claim.
	29.3	The Purchaser shall, at the Supplier's request, afford all available assistance to the
		Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier
		for all reasonable expenses incurred in so doing.
30	30.1	Force Majeure
		For purposes of this Clause, "Force Majeure" means an event or situation beyond the
		control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to
		negligence or lack of care on the part of the Supplier. Such events may include, but not be
		limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight
		embargoes.
	30.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in
		writing of such condition and the cause thereof. Unless otherwise directed by the
		Purchaser in writing, the Supplier shall continue to perform its obligations under the
		Contract as far as is reasonably possible, and shall seek all reasonable alternative means
		for performance not prevented by the Force Majeure event.
	30.3	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated
		damages, or termination for default if and to the extent that it's delay in performance or
		other failure to perform its obligations under the Contract is the result of an event of Force
		Majeure.
31	31.1	Change Orders and Contract Amendments
		The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of
		the following:
		a drawings, designs, or specifications, where Goods to be furnished under the Contract
		are to be specifically manufactured for the Purchaser;
-		b the method of shipment or packing;
		c the place of delivery; and
		d the Related Services to be provided by the Supplier.
32	32.1	Extensions of Time
	0211	If at any time during performance of the Contract, the Supplier or its subcontractors should
		encounter conditions impeding timely delivery of the Goods or completion of Related
		Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in
		writing of the delay, its likely duration, and its cause. As soon as practicable after receipt
		of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion
		extend the Supplier's time for performance, in which case the extension shall be ratified by
		the parties by amendment of the Contract.
<u> </u>	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-
22	22.1	Clause 34.1.
33	33.1	Termination for Default
		The Purchaser, without prejudice to any other remedy for breach of Contract, by
		written notice of default sent to the Supplier, may terminate the Contract in whole
		or in part:
	1	

		a	if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the
		b	Purchaser pursuant to GCC Clause32;
		c	if the Supplier fails to perform any other obligation under the Contract; or if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing theContract
		GCO man und any	he event the Purchaser terminates the Contract in whole or in part, pursuant to C Clause 33.1(a), the Purchaser may procure, upon such terms and in such mer as it deems appropriate, Goods or Related Services similar to those elivered or not performed, and the Supplier shall be liable to the Purchaser for additional costs for such similar Goods or Related Services. However, the plier shall continue performance of the Contract to the extent not terminated.
	33.2	Ter	mination for Insolvency
		Sup term term	Purchaser may at any time terminate the Contract by giving notice to the plier if the Supplier becomes bankrupt or otherwise insolvent. In such event, mination will be without compensation to the Supplier, provided that such mination will not prejudice or affect any right of action or remedy that has used or will accrue thereafter to the Purchaser.
	33.3	Ter	mination for Convenience
		a	The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
		b	The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect : (i) to have any portion completed and delivered at the Contract terms and prices ; and/or (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
34		Ass	ignment
			ther the Purchaser nor the Supplier shall assign, in whole or in part, their gations under this Contract, except with prior written consent of the other y.

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 theGCC.

GCC	SCC					
Clause						
Ref. No.	The Durchesser's country is India					
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.G.Lakshminarayanan, Professor, Department of Electronics & Communication Engineering					
GCC 1.1 (j)	The Project Site(s)/Final Destination(s) is/are: Department of Electronics &					
	Communication Engineering, NIT TIRUCHIRAPPALLI.					
GCC 5.1	The language shall be: English					
GCC 8.1	For notices, the Purchaser's address shall be :					
	Attention : Dr.G.Lakshminarayanan					
	StreetAddress : Department of Electronics & Communication Engineering					
	Floor/Roomnumber :-					
	City : TIRUCHARAPPALLI					
	ZIPCode : 620015 Country :India					
	Country :India Phone :0 4 3 1 - 2 5 0 3 3 0 7					
	Electronic mail address : laksh@nitt.edu					
	Liced one man address . laksn@int.edu					
GCC 9.1	The governing law shall be the law of India .					
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					
GCC 13.1	arbitrator appointed by The Director,NITT, unless otherwiseagreed. Details of Shipping and other Documents to be furnished by the Supplier are:					
GUU 15.1	(i) An airway bill					
	(ii) InsuranceCertificate,					
	(iii) Manufacturer's or Supplier's WarrantyCertificate,					
	(iv) Inspection Certificate issued by nominated inspectionagency,					
	(v) Supplier's factory shipping detailsetc.					
	(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 beadjustable.					
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 monner.
	following manner : (i) On Shipmont & Delivery : Ninety (00%) percent of the Contract Price of
	(i) On Shipment& Delivery : Ninety (90%) percent of the Contract Price of the Coada shipmed shall be paid through improved la confirmed letter 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
	underSection-VII.
	(ii) On Acceptance : Remaining (10%) percent of the Contract Price of
	Equipment received shall be paid within thirty (30) days of receipt of the
	equipment upon submission of claim supported by the acceptance certificate
	issued by the Purchaser by bank draft/wiretransfer.
	Payment of local currency portion shall be made in Indian Rupees within thirty
	(30) days of presentation of claim supported by a certificate from the Purchaser
	declaring that the Goods have been delivered and that all other contracted
	Services have been performed.
	Payment for Goods and Services supplied from within India :
	Payment for Goods and Services supplied from within India shall be made in
	Indian Rupees, asfollows :
	(i) On Delivery, Acceptance and Installation and Commissioning : Hundred (100%) parameters of the Contrast Price shall be paid on maximum of the Conde in
	(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
000 19 1	satisfactory installation and functioning.
GCC 18.1	A Performance Security shall be required @ 5% of contract price.
GCC 18.3	If required, the Performance Security shall be in the form of : Bank
	Guarantee/Bank Deposit Reciept/Demand Draft
	If required, the Performance security shall be denominated in Indian Rupees .
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
000.04.1	in the Contract.
GCC 24.1	The insurance coverage shall be as specified in the Incoterms .
000 25 1	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
	follows: NA
GCC 25.2	Incidental services to be provided are:
	Selected services covered under GCC Clause 25.2 and/or other should be
	specified with the desired features. The price quoted in the bid price or agreed with
	the selected Supplier shall be included in the Contract Price.
GCC 26.1	The inspections and tests shall be: Equipment should be installed at site by
	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 theuser.
GCC 26.2	The Inspections and tests shall be conducted at the Department where the
	equipment is installed. For the rest please refer to GCC 26.1.
GCC 27.1	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 validity of the Warranty shall be 36 Months from date of acceptance/
	satisfactory installation of the equipment.
	For purposes of the Warranty, the place(s) of final destination(s) shall be the

	Department where the equipment isinstalled.
	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
	oranypartthereofasmaybenecessaryinordertoattainthe 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 (maximum5%).
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

/•\	
(1)	

TenderForm

(Techno commercial un-priced Bid)

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

Tender No.

То

The_____

Dear 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 Daysfrom the date of opening of thetender.
- 6. I/we shall be bound by a communication of acceptance issued byyou.
- 7. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
- 8. A crossed Bank Draft in favor of the Director, National Institute of Technology, Tiruchirappalli for Rs. _____(Rupees_____.only) as Earnest Money is enclosed. The Draft is drawn on _____.Bank payable at Tiruchirappalli.
- 9. The following have been added to form part of this tender.
 - (a) Samples of items quoted for, as per instructions provided in the schedule of requirement.
 - (b) Schedule of requirements, quoting the make only duly signed and stamped.(without indicating price)

- (c) Income Tax Return.
- (d) Copy of last audited balancesheet.
- (e) Copy of Valid GST/TAN/TIN.
- (f) Copy of relevant major purchase orders valuing more than Rs.(_____) estimated cost/- executed during last two years for Govt. Depts., PSUs & Central Autonomous bodies..
- (g) Proof of manufacturing Unit, dealership certificate/general ordersuppliers.
- (h) Statement of deviations from financial terms & conditions, ifany.
- (i) Any other enclosure. (Please givedetails)
- 10. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
- 11. Certified that the bidderis:
 - (a) A sole proprietorship firm and the person signing the bid document is the sole proprietor / constituted attorney of the sole proprietor,

Or

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

Or

(c) A company and the person signing the document is the constituted attorney.

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

- 12. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shallconstitute a binding contract between us.
- 13. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- 14. We are not participating, as a Bidder or as a sub contractor, in more than one bid in this bidding process, other than alternative bids submitted;
- 15. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder*	:	
GSTIN Number of the Bidder		
NSIC / MSME REGISTERED BIDDERS DET [THE SCANNED COPY OF THE CERTI SECTION]		LS (IF APPLICABLE) CATE TO BE UPLOADED IN THE EMD
MSME Registration Number & Validity of the Certificate		
NSIC Government Registration Number & Validity of the Ceriticate		
Name of the person duly authorized to sign the Bid on behalf of the Bidder**	:	
Title of the person signing the Bid	:	
Signature of the person named above	:	
Date signed	:	

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

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

Yours faithfully,

(Signature of bidder)

Dated this day of

Address:

.....

.....

Telephone No.:_____

E-mail_____

Company seal

TenderForm

(Priced Bid)

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

То

The_____

Ref: Tender No......Dated:

Sir,

6.

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 Daysfrom 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.

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.")

7. 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

8.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

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

Or

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

Or

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

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

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

Signature of Bidder
Dated this dayof
Details of enclosures
Full Address:
Telephone No
Mobile No.:

E-mail:

Company Seal

Bidder Information Form

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

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

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

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

Page____of___pages

1. Bid	der's Name [insert Bidder's legal name]
2. In c	ase of JV, legal name of each member : [insert legal name of each member in JV]
3. Bid	der's actual or intended country of registration: [insert actual or intended country of registration]
4. Bid	der's year of registration: [insert Bidder's year of registration]
	der's Address in country of registration: [insert Bidder's legal address in country of registration]
6. Bid	der's Authorized Representative InformationName :[insert
Aut	horized Representative's name] Address :[insert Authorized
Rep	presentative'sAddress]
Tel	ephone/Fax numbers :[insert Authorized Representative's telephone/fax numbers]
Em	ail Address: [insert Authorized Representative's email address]
1.	Attached are copies of original documents of [check the box(es) of the attached original
doc	uments]
	Articles of Incorporation (or equivalent documents of constitution or association), and/or
Ċ	locuments of registration of the legal entity namedabove.
	n case of JV, letter of intent to form JV or JVagreement.
	n case of Government-owned enterprise or institution, documentsestablishing:
•	Legal and financialautonomy
•	Operation under commerciallaw
•	Establishing that the Bidder is not dependent agency of thePurchaser
2. Incl	uded are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Manufacturer's Authorization

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

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

To: [insert complete name of Purchaser]

WHEREAS

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

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

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

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

Title: [insert title]

Dated on ______ day of ______, ___ [insert date of signing]

(TO BE PRINTED IN LETTER PAD OF THE FIRM)

EMD Returning Form

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.

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

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

Account Name	
Bank Account Number	
IFSC code	
Bank	

Signature with Seal and Date

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

То

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

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

- 1. Name of theParty/Firm/Company/Institute :
- 2. Address of the Party
- 3. City____PinCode___
- 4. E-Mail_____MobileNo:____
- 5. Permanent AccountNumber____
- 6. Particulars of Bank:

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

DECLARATION

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

Place: _____ Date: ____

Signature & Seal of the Authorized Signatory of the Party

Section X. Contract Forms

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

Table of Forms

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

Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. :

Name of Tender / Work :

Dear Sir,

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

- 1. [insert complete name of Purchaser], a National Institute of Technology, Tiruchirappalli of theMinistryof 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 andServices

The Purchaser and the Supplier agree as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contractdocuments.
 - (a) the Letter of Acceptance
 - (b) the TenderForms
 - (c) the Addenda Nos. (ifany)
 - (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 PriceSchedules(BOQ))
 - (h) any other document listed in GCC as forming part of theContract

- 3. 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 theContract.
- 4. 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 theContract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

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

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

For and on behalf of the Supplier

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

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

Performance Security Option 1: (Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code] **Beneficiary:** [insert name and Address of Purchaser] **Date:** _ [Insert date of issue]

PERFORMANCE GUARANTEE No.: [Insert guarantee referencenumber]

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

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

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

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

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

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

 $^{^{6}}$ Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. ThePurchaser 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;TheGuarantoragrees to a content extension of this guarantee for a period not to exceed [sixmonths] [oneyear], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

[signature(s)]

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

Option 2: Performance Bond

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

WHEREAS the Contractor has entered into a written Agreemen twith the Purchaser dated the

_____Day of _____, 20 ___, for [name of contract and briefdescription

of

Goods and related Services] in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as theContract.

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

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

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

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

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

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 <u>dayof</u> 20.

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

<u>Help Page to Web load the documents in E-Tender Portal</u> <u>For Cover Wise Uploading The Tender Documents</u>

AFTER LOGGING IN TO THE BIDDER'S LOGIN

COVER WISE TO BE UPLOADED DOCUMENTS

COV	/ ER - 1			
Cover No	Cover Type	Document Type	Description	Remarks
1	1 Fee .pdf		Scanned Copy of Bid Security in the form of DD/BG/Exemption Certificate (MSME/NSIC)	EMD Amount specified in the Tender Document
COV				
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 .pdf Details of Goods and Service Tax (GSTIN) along with a cop of certificate			Scanned copy of PAN CARD of the firm
			Tax (GSTIN) along with a copy	GSTIN Registration certificate
		.pdf	Manufacturers authorization certificate	The form available in Part – 4 Section IX to be filled in by the Manufacturer/ OEM in the Manufacturer / OEM letter head with the Signatory name, Designation, Phone Number,
		.pdf	Checklist for Bid/Tender Submission	Duly filled and signed and stamped Checklist for Bid / Tender Submission available in the page no.3
		.pdf	Copy of the last three years audited balance sheet of your firm	Audited Balance sheet of the firm for the last three years

COV	<u>ER – 3</u>					
Cover No	Cover Type	Document Type	Description	Remarks		
3	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		
COV	<u>ER - 4</u>					
4	4 Finance		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)		
	4					