

#### NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: www.nitt.edu Phone: 0431-2503515

#### e-Procurement Notice

Ref: NITT/F.NO.003/CAP.EXP.35/2019-20/PRO

Online tenders are hereby invited in two cover system from Indian Nationals for Supply and Installation of Electro Pneumatic and PLC Trainer Kit.

Bidders can download complete set of bidding documents from e- procurement Platform http://eprocure.gov.in/eprocure/app from **23.08.2019(03.00PM)** onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through http://eprocure.gov.in/eprocure/app.

Last Date/ Time for receipt of bids through e-procurement is: 12.09.2019(11.30AM) (Server time).

Late bids shall not be accepted.

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

#### CRITICAL DATE SHEET

Published Date	23.08.2019(03.00PM)
Bid Document Download Start Date	23.08.2019(03.00PM)
Clarification Start Date	Not Applicable
Clarification End Date	Not Applicable
Pre bid meeting	Not Applicable
Venue of Pre-bid Meeting	Not Applicable
Bid Submission Start Date	23.08.2019(03.00PM)
Bid Submission End Date	12.09.2019(11.30AM)
Bid Opening Date(Technical)	13.09.2019(11.30AM)
Bid Opening Date(Price)	Will be announced after technical evaluation

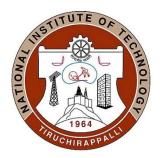
Note:\*Bidder should submit the EMD as specified in the tender. The hard copy should be posted / couriered / deposit in person to the Central Dispatch section / Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded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

Dated: 23.08.2019

# NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

#### **Department of Production Engineering**

Web: www.nitt.edu Phone: 0431-2503515



# Tender Document (e - Procurement)

Tender Notification No	:	NITT/F.NO.003/CAP.EXP.35/2019-20/PRO
Date	:	23.08.2019
Name of the Department	:	Department of Production Engineering
Name of the component		Supply and Installation of Electro Pneumatic and PLC Trainer Kit
Quantity required		1 No.
EMD Amount	:	Rs.17500/-
Last Date & Time of submission of Tender	:	12.09.2019(11.30AM)
Address for submission of Tender	:	THE DIRECTOR, NIT TIRUCHIRAPPALLI- 15 KIND ATTENTION TO: Dr.Panneerselvam K, Associate Professor, Department of Production Engineering
Date & Time of opening of technical bid	:	13.09.2019(11.30AM)

# **Checklist for Bid / Tender Submission**

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

Sl.No.	Particulars	Yes / No
1.	Have you attached the techno commercial unpriced bid form duly filled	
	in appropriately?	
2.	Have you attached a copy of the last three years audited balance sheet	
	of your firm	•
3.	Have you attached the copy of the GSTIN certficate	
4.	Have you attached the details of the income tax return certificate, proof	
	of manufacturing unit/ dealership letter/ general order suppliers and	
	copy of Central / State sales tax registration certificate?	
5.	Have you attached the copies of relevant work orders from Govt. Depts.	
	/ PSUs and Central Autonomous Bodies?	
6.	EMD: Have you submitted EMD asked for (as specified in BDS).	
	If the bidder requesting EMD exemption, kindly attached copy of the NSIC / 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 of all items indicated in the respective	
	schedule of requirements at the address of tender inviting authority	
	within due date.(if applicable as mentioned in the specification and	
	requirements)	
10.	Have you enclosed the schedule of requirement indicating the make	
	offered without indicating the pricing components along with the	
	techno commercial unpricedbid?	
11.	Have you submitted the bids both techno commercial unpriced and	
	priced bid separately for each tender?	
12.	Have you enclosed the statement of deviations from financial terms and	
	conditions, if any?	
	PRICE BID	
1.	Have you signed and attached the priced bid form?	
2.	Have you attached the schedule of requirements duly priced?	

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# **Part - 1 Bidding Procedures**

#### **Section I: Instructions for Online Bid Submission**

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

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

- and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time ofbids.
- 15. Bidder should submit the Tender Fee / EMD as specified in the tender. The hard copy should be posted / couriered / given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 16. The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
- 17. The details of the DD / any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
- 18. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bidpackets.
- 19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
- 20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may berejected.

#### PRICE BID

- 21. If the price bid format is provided in a spread sheet file like BoQ\_xxxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid / BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for thetender.
- 22. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
- 23. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bidsubmission.

#### EVIDENCE FOR ONLINE BID SUBMISSION

- 24. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bidopening.
- 25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by anyperson.
- 26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric

- encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by theauthorized bid openers.
- 27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: 1-800-233-7315, 0120-4001005 or send an E-mail to <a href="mailto:cppp-nic@nic.in">cppp-nic@nic.in</a>.

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# **Section II : Instructions to Bidders**

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## **Section II. Instructions to Bidders**

	A.Gen	eral
1	SCOPE	
		Supply and Installation of Electro Pneumatic and PLC Trainer Kit as per
		Spécifications. Through out these Bidding Documents unless the context otherwise
		requires:"
		a. 'in writing' means communicated in written form (e.g. by mail, e-mail, fax, telex)
		with proof of receipt; b. "Institution means National Institute of Technology, Tiruchirappalli'
2	ELIGIB	LE BIDDERS
_	2.1	A Bidder may be a firm, a company, a Limited Liability Partnership (LLP), a
		government-owned entity or any combination of such entities in the form of a Joint
		Venture (JV) under an existing agreement.
	2.2	In the case of a joint venture, all members shall be jointly and severally liable for
		the execution of the contract in accordance with the Contract terms. The JV shall
		nominate a Représentative who shall have the authority to conduct all business for
		and on behalf of any and all the members of the JV during the bidding process and
		during the contract execution in the event the JV is awarded the contract.
	2.3	A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict
		of interest shall be disqualified. A Bidder may be considered to have a conflict of
		interest for the purpose of this bidding process, if the Bidder:
		a directly or indirectly controls, is controlled by or isunder common control
		with another Bidder; or
		b receives or has received any direct or indirect subsidy from another Bidder;
		c has the same legal representative as another Bidder; or d has a relationship with another Bidder, directly or through common third
		d has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or
		influence the decisions of the Purchaser regarding this bidding process; or
		e Participates in more than one bid in this bidding process. Participation by a
		Bidder in more than one Bid shall result in the disqualification of all Bids in
		which such Bidder is involved. This, however does not limit the inclusion
		of the same subcontractor in more than one bid; or
		f Has a close business or family relationship with a professional staff of the
		Purchaser (or of the project implementing agency, or of a recipient of a part
		of the loan) who:
	<b>V</b>	(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	ENTS OF BIDDING DOCUMENT

	2.1	The Didding Decuments consist of Dorte 1, 2, 2 and 4 which include all the
	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
	2.2	any, issued.
	3.2	The Invitation for Bids issued by the Purchaser is not part of the Bidding
	2.2	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
	2.4	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
4	CLADII	documentation as required by the Bidding Documents.  FICATION OF BIDDING DOCUMENTS, SITE VISIT, PRE-BID MEETING
4		
	4.1	A Bidder requiring any clarification of the Bidding Document shall contact the
		Purchaser in writing at the Purchaser's address specified in the BDS or raise its
		enquiries during the pre-bid meeting if provided. The Purchaser will respond in
		writing to any request for clarification, provided that such request is received prior
	4.2	to the deadline for submission of bids within a period specified in the BDS.  The Bidder is advised to visit and examine the project site and obtain for itself on
	4.2	1 0
		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
	7.3	purpose of the meeting will be to clarify issues and to answer questions on any
		matter that may be raised at that stage.
	4.4	The Bidder is advised to submit any questions in writing to reach the Purchaser
		not beyond one week preceding the meeting.
	4.5	Minutes of the pre-bid meeting, if applicable, including the text of the questions
		asked by Bidders, without identifying the source, and the responses given, together
		with any responses prepared after the meeting, will be transmitted promptly to all
		Bidders who have acquired the Bidding Documents. Any modification to the
		Bidding Documents that may become necessary as a result of the pre-bid meeting
		shall be made by the Purchaser exclusively through the issue of an addendum and
		not through the minutes of the pre-bid meeting. Absence in the pre-bid meeting
		shall not be a cause for disqualification of a Bidder.
5	Amend	ment of Bidding Document
	5.1	At any time prior to the deadline for submission of bids, the Purchaser may, for
		any reason, whether at its own initiative or in response to a clarification
		requested by a prospective bidder, modify the bidding documents by corrigendum.
		In case of e-procurement, corrigendum / amendment shall be published on
		http://eprocure.gov.in/eprocure/app.
	5.2	Any addendum issued shall be part of the Bidding Documents and shall be
		communicated in writing to all who have obtained the Bidding Documents from
		the Purchaser. The Purchaser shall also promptly publish the addendum on the
		Purchaser's webpage.
	5.3	The Purchaser may, at its discretion to give prospective Bidders reasonable time
		in which to take an addendum into account in preparing their bids, extend the
		deadline for the submission of bids.
		C.PREPARATION OF BIDS

6	LANGU	AGE OF BID:		
	The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder			
	and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and			
	printed li	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			
		purposes of interpretation of the Bid, such translation shallgovern.		
7		ents Comprising the Bid		
		nder/Bid shall be submitted online in two part, viz., Technical Bid and		
	1	rcialBid.		
	7.1	TECHNICAL BID		
		The following documents are to be scanned and uploaded as part of the Technical		
		Bid as per the tender document:		
		a Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and		
		Tender Acceptance Letter,);		
		b Scanned copy of the completed Schedules		
		c Scanned copy of Bid Security or copy of proof for submission of Tender Document Fee/ Earnest Money Deposit etc.;		
		d Scanned copy of written confirmation authorizing the signatory of the Bid to		
		commit the Bidder;		
		e Scanned copy of documentary evidence		
		establishing the Bidder's qualifications to perform the contract if its bid is		
		accepted and		
		the Bidder's eligibility to bid;		
		f Scanned copy of		
		i. documentary evidence, that the Goods and Related Services to be supplied by		
		the Bidder are of eligible origin and ii. conform to the Bidding Documents, 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.		
		All the original documents as well as the original payment instrument like		
		Demand Draft/Bank Guarantee /Pay order or banker cheque of any		
		scheduled bank against EMD, samples as specified in this tender document		
		have to be sent to the address of the Purchaser mentioned in Bid Data Sheet		
		(BDS) by speed post/courier/by hand on or before bid Submission closing		
		date & time. Beyond that the tender shall be summarily rejected without		
		assigning any reason.		
	7.2	B. TECHNICAL BID		
		The Technical specifications format is s available in Excel sheet TEC-PRO-F003-		
		1920.xls in this E-Tender document at <a href="http://eprocure.gov.in/">http://eprocure.gov.in/</a> eprocure/app.		
		Bidders are advised to download TEC-PRO-F003-1920.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 http://eprocure.gov.in/eprocure/app. Bidders are advised to
		download this BoQ_ XXXXX.xls and quote their offer/rates in the prescribed
		column. Bidders can quote Basic Price in INR or CURRENCY (for other than
		INR) but it is mandatory to quote taxes/levies in INR only, in the prescribed
		column and upload the same in the commercial bid.
	7.3	The Bidder shall furnish in the Tender Forms information on commissions and
		gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
8		Tender Forms (Technical and Price) and Price Schedule(BOQ)
		Tender Forms and Price Schedules (Bill of Quantity-BOQ) shall be prepared using
		the relevant forms furnished in Section IX, Bidding Forms and BOQ provided. The
		forms must be completed without any alterations to the text, and no substitutes
		shall be accepted. All blank spaces shall be filled in with the information requested.
9		Alternative Bids
		Unless otherwise specified in the BDS, alternative bids shall not be considered
10	10.1	Bid Prices and Discounts
		The prices and discounts quoted by the Bidder in the Tender Forms and in the Price
		Schedules (BOQ) shall conform to the requirements specified as under.
		a All lots (contracts) and items must be listed and priced separately in the Price
		Schedules (BOQ).
		b The price to be quoted in the Tender Forms shall be the total price of
		the bid, excluding any discounts offered.
		c The Bidder shall quote any discount and indicate the methodology for their
		application in the Tender Forms.
		d Prices quoted by the Bidder shall be fixed during the Bidder's performance of
		the Contract and not subject to variation on any account, unless otherwise
		specified in the BDS. A bid submitted with an adjustable price quotation shall
		be treated as non- responsive and shall be rejected. However, if in accordance
		with the BDS, prices quoted by the Bidder shall be subject to adjustment
		during the performance of the Contract, a bid submitted with a fixed price
		quotation shall not be rejected, but the price adjustment shall be treated as
		zero.
	10.2	Bids are being invited for individual lots (contracts) or for any combination of lots
		(packages). Unless otherwise specified in the BDS, prices quoted shall correspond
		to 100% of the items specified for each lot and to 100% of the quantities specified
		for each item of a lot. Bidders wishing to offer discounts for the award of more
		than one Contract shall specify in their bid the price reductions applicable to each
		package, or alternatively, to individual Contracts within the package. Discounts
		shall be submitted provided the bids for all lots (contracts) are opened at the same
	40.0	time.
	10.3	Prices shall be quoted as specified in each Price Schedule (BOQ) as provided. The
		dis-aggregation of price components is required solely for the purpose of
		facilitating the comparison of bids by the Purchaser. This shall not in any way limit
		the Purchaser's right to contract on any of the terms offered. In quoting prices, the
		Bidder shall be free to use transportation through carriers registered in any eligible
		country. Similarly, the Bidder may obtain insurance services from any eligible
		country. Prices shall be entered in the following manner:

	<u> </u>	
		a For Goods manufactured in India:
		<ol> <li>GST payable on the Goods, if the contract is awarded to the Bidder; and</li> <li>The price for inland transportation, insurance, and other local services required</li> </ol>
		to convey the Goods from the named place of destination to their final
		destination (Project Site) specified in the BDS;
		b For Goods manufactured outside India, to be imported
		1. The price of the Goods quoted under Carriage and Insurance Paid (CIP) Model
		up to named place of destination in India as specified in the BDS;
		2. The price for inland transportation, insurance, and other local services required
		to convey the Goods from the named place of destination to their final
		destination (Project Site) specified in the BDS;
		c For Related Services, other than inland transportation and other services
		required to convey the Goods to their final destination, whenever such Related
		Services are specified in the Schedule of Requirements:
		1. The price of each item comprising the Related Services (inclusive of any
		applicable taxes)
11		Currencies of Bid and Payment:
		The currency(ies) of the bid and the currency(ies) of payments shall be as specified
		in the BDS. The Bidder shall quote in Indian Rupees.
12	12.1	Documents Establishing the Eligibility and Qualifications of the Bidder
		To establish Bidder's their eligibility, Bidders shall complete the Tender Form
		(Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX,
		Bidding Forms.
	12.2	The documentary evidence of the Bidder's qualifications to perform the contract
		if its bid is accepted shall establish to the Purchaser's satisfaction:
		a that, if required in the BDS, a Bidder that does not manufacture or produce
		the Goods it offers to supply shall submit the Manufacturer's Authorization
		using the form included in Section IX, Bidding Forms to demonstrate that it
		has been duly authorized by the manufacturer or producer of the Goods to
		supply these Goods in India;
		b that, if required in the BDS, in case of a Bidder not doing business within
		India, the Bidder is or will be (if awarded the contract) represented by an
		Agent in the country equipped and able to carry out the Supplier's
		maintenance, repair and spare parts-stocking obligations prescribed in the
- 10	10.1	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
	12.0	period shall be rejected by the Purchaser as non –responsive.
	13.2	In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an
		extension of the period of validity. The request and the responses there to shall be
		made in writing. A Bidder may refuse the request without forfeiting its Earnest
		Money Deposit (EMD). A Bidder acceding to the request will neither be required
1 /	141	nor permitted to modify the bid.
14	14.1	Bid Security The Didden shall formish as most of its hid a hid security, as specified in the DDS
		The Bidder shall furnish as part of its bid, a bid security, as specified in the BDS,
	14.2	in original form the amount and currency as specified in the BDS.
	14.2	If a bid security is specified, the bid security shall be a
		a Demand Draft  h An unconditional avanates issued by a Bank of a granuted source from
		b An unconditional guarantee issued by a Bank. of a reputed source from
	1	an eligible country. If the unconditional guarantee is issued by a financial

	1	
		institution located outside India, the issuing financial institution shall have a
		correspondent financial institution located in India to make it enforceable The
		bid security shall be valid for forty five (45) days beyond the original validity
		period of the bid, or beyond the extended period.
	14.3	If a Bid Security is specified, any bid not accompanied responsive Bid Security,
		shall be rejected by the Purchaser as non-responsive.
	14.4	The successful Bidder shall be returned as promptly as possible once the successful
	17,7	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
	14.3	
		once the successful Bidder has signed the contract and furnished the required
	116	performance security.
	14.6	The Bid Security of the bidder may be forfeited or the Bid Securing Declaration
		executed:
		a if he withdraws from the bid during the period of bid validity specified by the
		Bidder on the Tender Forms, or any extension thereto provided by the Bidder
		; or
		<b>b</b> if he being successful Bidder fails to:
		i. sign the Contract; or
		ii. furnish a performance Security
	D.SUBI	MISSION AND OPENING OF BIDS
15		<b>Sealing and Marking of Bids:</b> The Bidder shall submit the bids electronically,
		through the e-procurement system (http://eprocure.gov.in/eprocure/app). Any
		document submitted through any other means will not be considered as part of the
		Bid except for the Originals as asked for in this tender.
16		<b>Deadline for Submission of Bids:</b> The Purchaser may, at its discretion, extend the
10		deadline for the submission of bids by amending the Bidding Documents, in which
		case all rights and obligations of the Purchaser and Bidders previously subject to
		the deadline shall thereafter be subject to the deadline as extended.
17		Late Bids: The e-Procurement system would not allow any late submission of bids
17		after due date and time as per server system. After electronic online proposal
		submission, the system generates a unique identification number which is time
40		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	<b>Bid Opening:</b> The Purchaser shall open the bids as per electronic bid
		Opening procedures specified in Central Public Procurement Portal (CPPP) at the
		date and time specified. Bidders can also view the bid opening by logging on to
		the e- procurement system. Specific bid opening procedures are laid down at
		http://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	
	19.2	The withdrawn bid will be available in the system therefore will be considered, if
		bidder once withdraws the bid then he will not be able to participate in the
		respective tender again. Modification to the bid shall be opened and read out with

		the corresponding bid. Only bids that are opened and read out at bid opening shall
		be considered further.
	19.3	The Purchaser shall prepare a record of the bid opening that shall include; the name
		of the Bidder; whether there is a withdrawal, substitution, or modification; the Bid
		Price including any discounts and alternative bids; and the presence or absence of
		a bid security, if one was required. The Bidders' representatives who are present
		in the office of the Purchaser to witness the bid opening shall be requested to sign
		the record. The omission/refusal of a Bidder's signature on the record shall not
		invalidate the contents and effect of the record. A copy of the record shall be made
		available on the e-procurement system.
		E. Evaluation and Comparison of Bids
20	20.1	Confidentiality: Information relating to the evaluation of bids and
		recommendation of contract award shall not be disclosed to bidders or any other
		persons not officially concerned with the bidding process until information on
		Contract Award is communication to all Bidders.
	20.2	No Bidder shall contact the purchaser on any matter relating to its bid from the
	20.2	time of the bid opening to the time the contract is awarded. If the Bidder wishes to
		bring additional information to the notice of the Purchaser it should be done in
		writing.
	20.3	Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation,
		bid comparison or contract award decisions may result in rejection of the Bidder's
		bid.
21	21.1	To assist in the examination, evaluation, comparison of the bids, and qualification
		of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a
		clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid
		and that is not in response to a request by the Purchaser shall not be considered.
		The Purchaser's request for clarification and the response shall be in writing. No
		change, including any voluntary increase or decrease, in the prices or substance of
		the Bid shall be sought, offered, or permitted, except to confirm the correction of
		arithmetic errors discovered by the Purchaser in the Evaluation of the bids.
	21.2	If a Bidder does not provide clarifications of its bid by the date and time set in the
		Purchaser's request for clarification its bid may be rejected.
22	22.1	Determination of Responsiveness:
		The Purchaser's determination of a bid's responsiveness is to be based on the
		contents of the bid itself.
	22.2	A substantially responsive Bid is one that meets the requirements of the Bidding
		Documents without material deviation, reservation, or omission.
	22.3	The Purchaser shall examine the technical aspects of the bid submitted in
		accordance with instructions specified in tender document, in particular, to confirm
		that all requirements enumerated in the 'Schedule of Requirements' Section-VI
		have been complied with, without any material deviation or reservation or
		omission.
	22.4	If a bid is not responsive to the requirements of Bidding Documents, it shall be
		rejected by the Purchaser and may not subsequently be made responsive by
		correction of the material deviation, reservation or omission.
23		Conversion to Single Currency: For evaluation and comparison purposes, the
		currency(ies) of the Bid shall be converted in a single currency as specified in the
		BDS.
24		Margin of Preference: Unless otherwise specified in the BDS, a margin of
		preference shall not apply.

25	25.1	Evaluation of Didg. The Dynahogan shall use the enitonic and mothodelesies listed						
25	25.1	<b>Evaluation of Bids:</b> The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.						
	25.2	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;  The estimated effect of the price adjustment provisions of the Conditions of						
	25.3							
		Contract, applied over the period of execution of the Contract, shall not be taken						
	25.4	into account in bid evaluation.						
	23.4	The Purchaser's evaluation of a bid shall exclude and not take into account:						
		a In the case of Goods manufactured in the India, sales and other similar taxes,						
		which will be payable on the goods if a contract is awarded to the Bidder;						
		b in the case of Goods manufactured outside India, already imported or to be imported, customs duties and other import taxes levied on the imported						
		Good, sales and other similar taxes, which will be payable on the Goods if						
		the contract is awarded to the Bidder;						
		c any allowance for price adjustment during the period of execution of the						
		contract, if provided in the bid.						
	25.5	The Purchaser's evaluation of a bid may require the consideration of other factors,						
	23.3	in addition to the Bid Price quoted. These factors may be related to the						
		characteristics, performance, and terms and conditions of purchase of the Goods						
		and Related Services. The effect of the factors selected, if any, shall be expressed						
		in monetary terms to facilitate comparison of bids.						
26		Comparison of Bids:						
		The Purchaser shall compare the evaluated prices of all substantially responsive						
		bids established to determine the lowest evaluated bid. The comparison shall be on						
		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						
		the basis of CIP-Carriage and Insurance Paid to (place of destination) prices for						
		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						
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29 Award Criteria:	
The Purchaser shall award the Contract to the Bidder whose bid	
determined to be the lowest evaluated bid and is substantially responsi	
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 in	
decrease the quantity of Goods and Related Services originally specified i	
VI, Schedule of Requirements, provided this does not exceed the pe	rcentages
specified in the BDS, and without any change in the unit prices or other t	erms 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 notifical	tion letter
(hereinafter and in the Conditions of Contract and Contract Forms of	alled the
"Letter of Acceptance") shall specify the sum that the Purchaser wil	pay the
Supplier in consideration of the supply of Goods (hereinafter and in the C	onditions
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 av	ard shall
constitute a binding Contract.	
31.3 The Purchaser shall promptly respond in writing to any unsuccessful Bio	lder who,
after notification of award, requests in writing the grounds on which its	s bid was
not selected.	
32   32.1   Signing of Contract:	
Promptly after notification, the Purchaser shall send the successful B	idder the
Contract Agreement.	
32.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the s	uccessful
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 Purc	
to the use of the products/goods, systems or services to be supplied, with	here such
export restrictions arise from trade regulations from a country supply	ing those
products/goods, systems or services, the Bidder shall not be bound by	
always provided however, that the Bidder can demonstrate to the satisf	
the Purchaser that signing of the Contact Agreement has not been prevent	-
any lack of diligence on the part of the Bidder in completing any fo	
including applying for permits, authorizations and licenses necessary for t	-
of the products/goods, systems or services under the terms of the Contra	ct.
33 33.1 Performance Security:	0 1
Within twenty-eight (28) days of the receipt of notification of award	
Purchaser, the successful Bidder, if required, shall furnish the Per	
Security in accordance with the General Conditions of Contract (GCC),	_
that purpose the Performance Security Form included in Section-X,	
Forms, or another Form acceptable to the Purchaser. If the Performance	-
furnished by the successful Bidder is in the form of a bond, it shall be is	_
bonding or insurance company that has been determined by the successf	
to be acceptable to the Purchaser. A foreign institution providing a bond s	hall have
a correspondent financial institution located in India.	C
Failure of the successful Bidder to submit the above- mentioned Per	
Security or sign the Contract shall constitute sufficient grounds for the a	nnulment

of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

#### Section III. BID Data Sheet (BDS)

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

Sl. No.	A. General
1.	The reference number of the Invitation for Bids is
	NITT/F.NO.003/CAP.EXP.35/2019-20/PRO Dated: 23.08.2019
2.	The Purchaser is The Director, NIT Tiruchirappalli. Kind Attention To:
	Dr.Panneerselvam K, Associate Professor, Department of Production 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					
	Production	Engineering, National Institute of Technology, Tiruchirappalli,				
	620015					
	Attention	: Dr.Panneerselvam K				
		Associate Professor, Department of Production Engineering				
	Address	: National Institute of Technology, Tiruchirappalli,				
	Floor / Room	m number : -				
	City	: Tiruchirappalli				
	ZIPCode	: 620015				
	Country	: India				
	Telephone	: +91 431 2503515				
	E-Mail	: kps@nitt.edu				
5.	Web page	: http://eprocure.gov.in/eprocure/app				

6.	A site visit shall <b>not</b> be organized by the purchaser.			
7.	A Pre-Bid meeting date : Not Applicable			
	and venue		Not Applicable	



Sl. No.	C. Preparation of Bids
1.	The language of the bid is: <b>English.</b>
	All correspondence exchange shall be in <b>English.</b>
	Language for translation of supporting documents and printed literature is <b>English.</b>
2.	The Bidder shall submit the following additional documents in its bid: NA
3.	Alternative Bids <b>shall not</b> be considered.
4.	The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract.
5.	Place of Destination: is National Institute of Technology, Tiruchirappalli, 620015.
6.	Final destination (Project Site):Advanced Production Processing & Mechotronics
	Lab, Department of Production Engineering, National Institute of Technology,
	Tiruchirappalli, 620015.
7.	The prices shall be quoted by the bidder in : <b>Indian Rupee / Foreign Currency</b>
	of Principal's Country (Preferably in IndianRupees)
	The Bidder is required to quote in Indian Rupees (INR), the portion of the bid price
	that corresponds to expenditures incurred in Indian Rupees(INR).
8.	Manufacturer's authorization is Required
9.	After sales service is Required.
10.	The bid validity period shall be 120 Days.
11.	EMD / Bid security 17500 shall be paidby the way of Demand Draft (DD) / Bank
	Gauarantee (BG) in favor of The Director, National Institute of Technology,
	Tiruchirappalli and should be valid for a period of 45 days beyond the BID validity
	period. All tenders received without EMD / Bank Security shall be rejected
12.	Other types of acceptable securities: NA

Sl. No.	D. Submission and Opening of Bids						
1.	For bid submission purposes only, the address is Assistant Registrar (S&P), Stores and Purchase Section, National Institute of Technology, Tiruchirappalli, 620015.						
	Attention	: Dr.Panneerselvam K/ Associate Professor					
	StreetAddress	: National Institute of Technology, Tiruchirappalli,					
	City	: Tiruchirapalli					
	ZIP/PostalCode	: 620 015					
	Country	: India					
	The deadline for bid submission is :						
	Date and Time	: 12.09.2019(11.30AM)					
	The electronic bidding opening procedures shall be as given in Section I-Instructions for Online Bid Submission.						
2.	The bid opening shall take place at: Stores and Purchase Section, National Institute of Technology, Tiruchirappalli-620015.						
	StreetAddress	: National Institute of Technology, Tiruchirappalli					
	Floor / Roomnumber	: Admininstrative Block					
	City	: Tiruchirappalli					
	Country	: India					
	Date and Time	: 13.09.2019(11.30AM)					
	The electronic bidding opening procedures shall be as given in Section I - Instructions for Online Bid Submission.						

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

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

#### Section IV. Prequalification

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

#### Section V. Institute against the Corruptand Fraudulent Practices

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

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

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

- (i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- (ii) "Fraudulent Practices" is any act or omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid anobligation;<sup>2</sup>
- (iii) "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of anotherparty;<sup>3</sup>
- (iv) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of aparty;<sup>4</sup>
- (v) "Obstructive Practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and / or threatening, harassing or Intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing their vestigation.
- b) Besides actions under clause (a) Institute may also take action to blacklist such bidder either indefinitely or for a specified period.

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

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

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

<sup>&</sup>lt;sup>4</sup> For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

# Part - 2 Supply Requirements

# **Section VI. Schedule of Requirements**

# Contents

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

## 1. List of Goods and Delivery Schedule

	Description of Goods	Quanti ty	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
Item No					Earliest Delivery Period (days)	Latest Delivery Period (Days)	Bidder's offered Delivery period [to be provided by the bidder]
1.	Supply and Installation of Electro Pneumatic and PLC Trainer Kit	01	Nos	Advanced Production Processing & Mechotronics Lab, Department of Production Engineering	28	42	

## 1. List of Related Services and Completion Schedule

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

#### **Specification for Electro Pneumatic and PLC Trainer Kit**

# A. Electro Pneumatic Trainer Kit - equipment

SI. No	ELECTROPNEUMATIC TRAINER KIT NITT'S SPECIFICATION	Qty	ELECTROPNEUMATIC TRAINER KIT BIDDER'S SPECIFICATION	Qty
1	The Training system should consist the following features	-		
	Using actual industrial standard valves and components			
	2. No tools should be used for connecting the tubes with fittings. All the pneumatic fittings should be of Push-in type fittings (One Touch Fittings) for easily connecting and disconnecting the tubes manually with fittings.			
	<ol> <li>All One Touch Fittings should be suitable for tube size 4 mm outer diameter</li> </ol>			
	4. Cylinders and limit switches should be fitted on an aluminium plate coupled with a moulded plastic guide plate base unit (to avoid scratching on the Aluminium anodized work table)			
	<ol> <li>Cylinders and limit switches should be provided with turn-to-lock / unlock mechanism for clamping &amp; unclamping with the work table</li> </ol>			
	6. All valves and other components should be mounted on an Aluminium cast block (of 40 mm x 60 mm size) fitted with plastic base (to avoid scratching on the Aluminium anodized work table) and with inbuilt button operated Push-to-lock / unlock mechanism for easy clamping & unclamping with the work table			
	7. Working medium: Compressed air filtered			
	One year warranty on Manufacturing defect			
2	Minimum List of Exercises	-		
	The training system should cover the following range of exercises			
	Operation of Single acting cylinder using Single solenoid valve			
	2. Operation of Double acting cylinder using Single solenoid valve			
	Operation of Double acting cylinder using Double solenoid valve     (Use separate manual controls for forward and return stroke)			
	<ol> <li>Apply AND logic using two manual controls for forward motion of a Double acting cylinder and another control for return motion</li> </ol>			
	<ol> <li>Operate on electrical switch to may a double acting cylinder to attain forward stroke (use double solenoid valve to operate the cylinder). Return stroke should be automatic as soon as it reaches the forward end position.</li> </ol>			
	7. Use a single solenoid valve to operate single acting cylinder to attain forward stroke (provide only momentary signal for solenoid actuation).			

		urn stroke should be automatic as soon as it reaches the forward end ition.		
		ti cycle operation of a double acting cylinder		<b>♦</b>
	9. Two	double acting cylinders are to be electro pneumatically operated and r sequence is A+B+B-A-		
3	Electro	Pneumatic Trainer Kit - equipment set:		
3.1	Pneuma	tic Components	1 set	
	1 set sho	ould contain		
	3.1.1	Filter Regulator Combination with Lubricator (FRL Unit) with pressure gauge	1 no.	
		a. Port size -1/4 inch		
		b. Flow rate – 500 l/min		
		c. Maximum supply pressure – 10 bar		
		d. Filtration – 40 micron		
		e. Minimum operating flow – 12 l/min		
		f. Filter Bowl capacity – 9 ml		
		g. Lubricator Bowl capacity – 20 ml		
		h. Connection for tube 8 dia input and 8 dia output		
		i. Mounting – Push to lock / Unlock mechanism		
	3.1.2	Junction Box with slide valve	1 no.	
		Junction box fitted with 3/2 slide valve & 7 nos of self sealing fittings of 4 mm dia		
		b. Max. Working pressure – 10 bar		
		c. Junction box Material – Aluminium		
		d. Mounting – Push to lock / Unlock mechanism		
	3.1.3	Push Button (Green) Valve - for impulse pilot operation of a SAC / DAC	2 nos	
		a. Material – Extruded aluminium, with anodized finish		
		b. Push button – Flush head type		
		c. Design – Spool type		
		d. Size – 1 / 8"		
		e. Type – 3/2 Normally closed		
		f. Flow rate – 450 l/min		
		g. Working pressure range – 1 – 8 bar		
		h. Mounting – Push to lock / Unlock mechanism		

3.1.4	Push Button (Red) Valve - for impulse pilot operation of a SAC / DAC	1 no.		
	a. Material – Extruded aluminium, with anodized finish		<b>*</b>	
	b. Push button – Flush head type			
	c. Design – Spool type			
	d. Size – 1 / 8"			
	e. Type – 3/2 Normally closed			
	f. Flow rate – 450 l/min			
	g. Working pressure range – 1 – 8 bar			
	h. Mounting – Push to lock / Unlock mechanism			
3.1.5	5/2 Double external pilot operated valve (Memory Valve) – single cycle & multi cycle automation of DAC	6 nos		
	a) Material – Extruded aluminium, with anodized finish			
	b) Size – 1 / 8"			
	c) Design – Spool type			
	d) Pressure range – 2 – 10 bar			
	e) Flow rate – 450 I / min			
	f) Mounting – Push to lock / Unlock mechanism			
3.1.6	5/2 External Pilot Operated Valve with spring return	1 no.		
	a) Material – Extruded aluminium, with anodized finish			
	b) Size – 1 / 8"			
	c) Design – Spool type			
	d) Pressure range – 2 – 10 bar			
	e) Flow rate – 450 I / min			
	f) Mounting – Push to lock / Unlock mechanism			
3.1.7	5/2 Hand lever with spring return – for direct operation of a SAC & DAC	1 no.		
	a) Material – Extruded aluminium, with anodized finish			
	b) Size – 1 / 8"			
	c) Design – Spool type			
	d) Pressure range – 2 – 10 bar			
	e) Flow rate – 450 I / min			
	f) Mounting – Push to lock / Unlock mechanism			

3.1.8	3/2 Valve with Lever head - for maintained pilot operation of a SAC	1 no.	
	a) Material – Extruded Aluminium, with anodized finish		•
	b) Size – 1 / 8"		
	c) Design – Spool type		
	d) Pressure range – 2 – 10 bar		
	e) Flow rate – 450 l / min		
	f) Mounting – Push to lock / Unlock mechanism		
3.1.9	5/2 Hand Lever Valve with detent – for maintained pilot operation / multi cycle operation	1 no.	
	a) Material – Extruded aluminium, with anodized finish		
	b) Size – 1 / 8"		
	c) Design – Spool type		
	d) Pressure range – 2 – 10 bar	•	
	e) Flow rate – 450 l / min		
	f) Mounting – Push to lock / Unlock mechanism		
3.1.10	5/2 Valve with Mushroom head – for emergency operation	1 no.	
	a) Material – Extruded aluminium, with anodized finish		
	b) Size – 1 / 8"		
	c) Design – Spool type	•	
	d) Pressure range – 2 – 10 bar		
	e) Flow rate – 450 l / min		
	f) Mounting – Push to lock / Unlock mechanism		
3.1.11	Flow control valve - Metering IN & OUT - to control the speed of DAC(2 nos / set)	3 sets	
	a) Material – Plastic body		
	b) Size – Dia 4 mm		
	c) Type – Inline		
	d) Pressure range – 1 to 10 bar		
	e) Mounting – Push to lock / Unlock mechanism		
3.1.12	Shuttle Valve (OR valve) – for operating SAC / DAC from two different positions	4 nos	
	a) Material – Aluminium machined, Anodized finish		
	b) Size – 1 / 8"		

	c) Flow rate – 400 l / min		
	d) Pressure Range – 1.5 to 10 bar		
	e) Mounting – Push to lock / Unlock mechanism		, in the second
3.1.13	AND valve	1 no.	
	a) Material – Aluminium machined, Anodized finish		
	b) Size – 1 / 8"		
	c) Flow rate – 400 l / min		
	d) Pressure Range – 1.5 to 10 bar		
	e) Mounting – Push to lock / Unlock mechanism		
3.1.14	Single acting cylinder(SAC)	1 no.	
	a) Material – SS barrel		
	b) Size –25 dia		
	c) Stroke – 50 mm		
	d) Type – Miniature cylinder (magnetic)		
	e) Maximum pressure – 10 bar		
	f) End cushioning: Fixed end cushioning		
	g) Mounting – Turn to lock / Unlock mechanism with slot stone indicator knob		
3.1.15	Double acting cylinder (with accessory: Screw driver - for cushioning adjustment)	2 no.	
	a) Material – SS barrel		
	b) Size – 25 dia		
	c) Stroke – 100 mm		
	d) Maximum pressure – 10 bar		
	e) Type – Miniature cylinder (Magnetic)		
	f) End cushioning: adjustable end cushioning		
	g) Mounting – Turn to lock / Unlock mechanism with slot stone indicator knob		
3.1.16	Multi distributor fittings (for Cascading circuit designing)	4 nos	
	a) Material – Plastic body		
	b) Size – 4 dia		
	c) Maximum pressure – 10 bar		
	d) Mounting – Push to lock / Unlock mechanism		

3.1.17	One touch fittings	1 set	
	a) Union T fitting & Union Y fitting: - Each 6 nos		
	b) Size – Suitable for tubes with 4 dia Outer Diameter		
	c) Material – Plastic body		
	d) Maximum pressure – 10 bar		
3.1.18	Ø4 Plug	6 nos	
	a) Size – 4 dia Outer Diameter		
	b) Material – Plastic body		
	c) Maximum pressure – 10 bar		
3.1.19	Ø8 Polyurethane tube	5 mtrs	
	a) Material – Polyurethane		
	b) Size – 8 dia Outer Diameter		
	c) Maximum pressure – 10 bar		
3.1.20	Ø4 Polyurethane tube	15 mtrs	
	a) Material – Polyurethane		
	b) Size – 4 dia Outer Diameter		
	c) Maximum pressure – 10 bar		
3.1.21	Tube cutter with safety lock	1 no.	
	a) Material: Body – Plastic, Blade – S.S		
	b) Should cut tubes from 4 mm dia upto 12 mm dia		
3.1.22	5/2 Double Solenoid Valve	2 nos	
	a) Material – Extruded aluminium, with anodized finish		
	b) Size - 1/8"		
	c) Design – Spool type		
	d) Pressure – 2 to 8 bar		
	e) Flow rate – 450 l/min		
	f) Coil – 24 volt DC		
	g) Power – 2.5 w		
	h) M8 Connector - With Bipolar LED and circuit to protect both source and load		
	i) Mounting – Push to lock / Unlock mechanism		
3.1.23	5/2 Single Solenoid Valve with Spring Return	1 no.	

	a) Material – Extruded aluminium, with anodized finish		
	b) Size – 1/8"		A
	c) Design – Spool type		
	d) Pressure – 2 to 8 bar		
	e) Flow rate – 450 l/min		
	f) Coil – 24 volt DC		
	g) Power – 2.5 w		
	h) M8 Connector - With Bipolar LED and circuit to protect both source and load		
	i) Mounting – Push to lock / Unlock mechanism		
3.1.24	Magnetic sensor with clamp	6 nos	
	a) Operating voltage –10-30V DC		
	b) Switching current – 100 mA		
	c) Contact rating – 3W max		
	d) Voltage drop – 2 V max.		
	e) Protection circuit – Power source reverse polarity and Surge suppression		
	f) Switching logic – Solid state output (PNP), Normally open		
	g) Type of protection – IP 67		
	h) Color of LED – Red		
	i) Cable – dia 3.3, 3C,PVC,QD Connector (M8)		
3.1.25	Relay Logic Unit – 2C/0 – 3 relays	2 nos	
	a) Voltage – 24V DC		
	b) No. Of relay - 3		
	c) No. Of change over - 2		
	d) Mounting – Push to lock / Unlock mechanism		
3.1.26	Electrical Push Button Unit (Green & Red Push Button – 1 no. Each)	1 unit	
	a) Green push button – 1 no.		
	b) Red push button – 1 no.		
	c) Contact – Normally open		
	d) Mounting – Push to lock / Unlock mechanism		
3.1.27	Electrical Selector Switch Unit (Black selector – 1no, Green Push Button – 1no.)	1 unit	

	a) Green push button – 1 no.		
	b) Black selector switch – 1 no.		
	c) Contact – Normally open		
	d) Mounting – Push to lock / Unlock mechanism		
3.1.28	Electrical Timer	1 no.	
	a) Voltage – 24 V DC		
	b) Time range – 3 & 30 sec, 3& 30 min		
	c) Mounting – Push to lock / Unlock mechanism		
3.1.29	Electrical Connection Set – Stackable banana plugs and Cables Screw driver & Allen key – for adjusting the position of Magnetic sensor	1 set	
	a) Banana plug size – 4mm		
	b) M8 QD Cable for connecting solenoid coil – 5 nos.		
	c) M8 QD Cable for connecting Magnetic sensor – 6 nos.		
	d) 1000 mm cable with banana plug – Red: 5 nos. Black: 3 nos		
	e) 750 mm cable with banana plug – Red: 10 nos. Black: 3 nos		
	f) 300 mm cable with banana plug – Red: 10 nos.		
3.1.30	3/2 NC Roller lever valve (Pneumatic limit switch – for Reversing) – single cycle & multi cycle automation of DAC	3 nos	
	a. Material – Aluminium machined, Anodized finish		
	b. Size – M5		
	c. Type – 3/2 Normally closed		
	d. Maximum pressure – 10 bar		
	e. Mounting – Turn to lock / Unlock mechanism with slot stone indicator knob		
3.1.31	3/2 NC Roller lever valve (Pneumatic limit switch – for Forwarding) – single cycle & multi cycle automation of SAC	3 nos	
	a. Material – Aluminium machined, Anodized finish		
	b. Size – M5		
	c. Type – 3/2 Normally closed		
	d. Maximum pressure – 10 bar		
	e. Mounting – Turn to lock / Unlock mechanism with slot stone indicator knob		
3.1.32	Profile Table Top	1 no.	
	a) Size (W x H x D) – (1000 x640 x40) mm		

		b) Effective work area per side on the Frame unit – 1000 mm x 640			
		mm			
		c) Profile groove width – 8.3 mm		•	
		d) Groove to groove distance – 40 mm			
		e) Material – Aluminium, anodized finish			
	3.1.33	Pneumatics - Text Book	1 no.		
	3.1.34	Pneumatics – Exercises book	1 no.		
	3.1.35	Electro Pneumatics – Exercises book	1 no.		
3.2	Power s	upply unit	1no.		
	a) Inpu	t voltage – 220V AC, Output Voltage – 24V DC			
	b) Outp plug con	ut connections: 24 VDC & zero potential with 4 mm socket for banana nection			

#### B. ELECTROPNEUMATIC TRAINER KIT WITH PLC

SI. No		B. ELECTROPNEUMATIC TRAINER KIT WITH PLC  BIDDER'S SPECIFICATION	Qty
1	The Training system should consist the following features	-	
	Using actual industrial standard valves and components		
	2. No tools should be used for connecting the tubes with fittings. All the pneumatic fittings should be of Push-in type fittings (One Touch Fittings) for easily connecting and disconnecting the tubes manually with fittings.		
	All One Touch Fittings should be suitable for tube size 4 mm outer diameter		
	Cylinders and limit switches should be fitted on an aluminium plate coupled with a moulded plastic guide plate base unit (to avoid scratching on the Aluminium anodized work table)		
	5. Cylinders and limit switches should be provided with turn-to-lock / unlock mechanism for clamping & unclamping with the work table		
	All valves and other components should be mounted on an Aluminium cast block (of 40 mm x 60 mm size) fitted with plastic base (to avoid scratching on the Aluminium anodized work table) and with inbuilt button operated Push-to-lock / unlock mechanism for easy clamping & unclamping with the work table		
	7. Working medium: Compressed air filtered		
	One year warranty on Manufacturing defect		
2	List of Exercises	-	25/62

	The train	ning system should cover the following range of exercises			
	1. Ope	eration of Single acting cylinder		<u> </u>	
	2. Ope	eration of Double acting cylinder		A A	
	3. Mul	ticycle operation of a SAC			
	4. Mul	ticycle operation of a DAC			
	5. Ope	eration of two cylinders in Sequence: A+A-B+B-			
	6. Ope	eration of two cylinders in Sequence: A+B+B-A-			
		eration of two cylinders in Sequence: A+B+A-B-			
	A-	ticycle operation of three cylinders in Sequence: A+B+C+C-B-			
	9. Mul C+0	ticycle operation of three cylinders in Sequence: A+B+B-A-C-			
	10. Mul C+0	ticycle operation of three cylinders in Sequence: A+A-B+B-C-	+ 4	0-	
3	Electro	Pneumatic Trainer Kit with PLC - equipment set:			
3. 1	Pneuma	atic Components	1 set		
	1 set sho	ould contain			
	3.1.1	Filter Regulator Combination with Lubricator (FRL Unit) with pressure gauge	1 no.		
		a. Port size -1/4 inch			
		b. Flow rate – 500 l/min			
		c. Maximum supply pressure – 10 bar			
		d. Filtration – 40 micron			
		e. Minimum operating flow – 12 l/min			
		f. Filter Bowl capacity – 9 ml			
		g. Lubricator Bowl capacity – 20 ml			
		h. Connection for tube 8 dia input and 8 dia output			
		i. Mounting – Push to lock / Unlock mechanism			
	3.1.2	Junction Box with slide valve	1 no.		
		a. Junction box fitted with 3/2 slide valve & 7 nos of self sealing fittings of 4 mm dia			
		b. Max. Working pressure – 10 bar			
		c. Junction box Material – Aluminium			

	d. Mounting – Push to lock / Unlock mechanism			
3.1.3	Push Button (Green) Valve - for impulse pilot operation of a SAC / DAC	2 nos	. •	
	a. Material – Extruded aluminium, with anodized finish			
	b. Push button – Flush head type			
	c. Design – Spool type			
	d. Size – 1 / 8"			
	e. Type – 3/2 Normally closed			
	f. Flow rate – 450 l/min			
	g. Working pressure range – 1 – 8 bar			
	h. Mounting – Push to lock / Unlock mechanism			
3.1.4	Push Button (Red) Valve - for impulse pilot operation of a SAC / DAC	1 no.		
	a. Material – Extruded aluminium, with anodized finish			
	b. Push button – Flush head type			
	c. Design – Spool type			
	d. Size – 1 / 8"			
	e. Type – 3/2 Normally closed			
	f. Flow rate – 450 l/min			
	g. Working pressure range – 1 – 8 bar			
	h. Mounting – Push to lock / Unlock mechanism			
3.1.5	5/2 Double external pilot operated valve (Memory Valve) – single cycle & multi cycle automation of DAC	6 nos		
	a) Material – Extruded aluminium, with anodized finish			
	b) Size – 1 / 8"			
	c) Design – Spool type			
	d) Pressure range – 2 – 10 bar			
	e) Flow rate – 450 l / min			
	f) Mounting – Push to lock / Unlock mechanism			
3.1.6	3/2 NC Roller lever valve (Pneumatic limit switch – for Reversing) – single cycle & multi cycle automation of DAC	3 nos		
	a. Material – Aluminium machined, Anodized finish			
	b. Size – M5			
	c. Type – 3/2 Normally closed			

	d. Maximum pressure – 10 bar			
	e. Mounting – Turn to lock / Unlock mechanism with slot stone indicator knob		. •	
3.1.7	3/2 NC Roller lever valve (Pneumatic limit switch – for Forwarding) – single cycle & multi cycle automation of SAC	3 nos		
	a. Material – Aluminium machined, Anodized finish			
	b. Size – M5			
	c. Type – 3/2 Normally closed			
	d. Maximum pressure – 10 bar			
	e. Mounting – Turn to lock / Unlock mechanism with slot stone indicator knob			
	g) Pressure range – 2 – 10 bar			
	h) Flow rate – 450 l / min			
	i) Mounting – Push to lock / Unlock mechanism			
3.1.8	5/2 Hand Lever Valve with detent – for maintained pilot operation / multi cycle operation	1 no.		
	a) Material – Extruded aluminium, with anodized finish			
	b) Size – 1 / 8"			
	c) Design – Spool type			
	d) Pressure range – 2 – 10 bar			
	e) Flow rate – 450 l / min			
	f) Mounting – Push to lock / Unlock mechanism			
3.1.9	5/2 Valve with Mushroom head – for emergency operation	1 no.		
	a) Material – Extruded aluminium, with anodized finish			
	b) Size – 1 / 8"			
	c) Design – Spool type			
	d) Pressure range – 2 – 10 bar			
	e) Flow rate – 450 l / min			
	f) Mounting – Push to lock / Unlock mechanism			
3.1.10	Flow control valve - Metering IN & OUT - to control the speed of DAC(2 nos / set)	3 sets		
	a) Material – Plastic body			
	b) Size – Dia 4 mm			
	c) Type – Inline			
	d) Pressure range – 1 to 10 bar			

	e) Mounting – Push to lock / Unlock mechanism		
3.1.11	Shuttle Valve (OR valve) – for operating SAC / DAC from two different positions	4 nos	
	a) Material – Aluminium machined, Anodized finish		
	b) Size – 1 / 8"		
	c) Flow rate – 400 l / min		
	d) Pressure Range – 1.5 to 10 bar		
	e) Mounting – Push to lock / Unlock mechanism		
3.1.12	AND valve	1 no.	
	a) Material – Aluminium machined, Anodized finish		
	b) Size – 1 / 8"		
	c) Flow rate – 400 l / min		
	d) Pressure Range – 1.5 to 10 bar		
	e) Mounting – Push to lock / Unlock mechanism		
3.1.13	Quick exhaust valve for operation of DAC	1 no.	
	a) Material – Aluminium machined, Anodized finish		
	b) Size – 1 / 8"		
	c) Pressure Range – 1 to 10 bar		
3.1.14	Double Acting Cylinder (DAC)	2 no.	
	a) Material – SS barrel		
	b) Size – 25 dia		
	c) Stroke – 100 mm		
	d) Type – Miniature cylinder (Magnetic)		
	e) Maximum pressure – 10 bar		
	f) End cushioning: Adjustable end cushioning		
	g) Mounting – Turn to lock / Unlock mechanism with slot stone indicator knob		
3.1.15	Single acting cylinder(SAC)	1 no.	
	a) Material – SS barrel		
	b) Size –25 dia		
	c) Stroke – 50 mm		
	d) Type – Miniature cylinder (magnetic)		
	e) Maximum pressure – 10 bar		

	f) End cushioning: Fixed end cushioning			
	g) Mounting – Turn to lock / Unlock mechanism with slot stone indicator knob		. •	
3.1.16	Multi distributor fittings (for Cascading circuit designing)	4 nos		
	a) Material – Plastic body			
	b) Size – 4 dia			
	c) Maximum pressure – 10 bar			
	d) Mounting – Push to lock / Unlock mechanism			
3.1.17	One touch fittings	1 set		
	a) Union T fitting & Union Y fitting: - Each 6 nos			
	b) Size – Suitable for tubes with 4 dia Outer Diameter			
	c) Material – Plastic body			
	d) Maximum pressure – 10 bar	4 4		
3.1.18	Ø4 Plug	6 nos		
	a) Size – 4 dia Outer Diameter		>	
	b) Material – Plastic body			
	c) Maximum pressure – 10 bar			
3.1.19	Ø8 Polyurethane tube	5 mtrs		
	a) Material – Polyurethane			
	b) Size – 8 dia Outer Diameter			
	c) Maximum pressure – 10 bar			
3.1.20	Ø4 Polyurethane tube	15 mtrs		
	a) Material – Polyurethane			
	b) Size – 4 dia Outer Diameter			
	c) Maximum pressure – 10 bar			
3.1.21	Tube cutter with safety lock	1 no.		
	a) Material: Body – Plastic, Blade – S.S			
	b) Should cut tubes from 4 mm dia upto 12 mm dia			
3.1.22	5/2 Double Solenoid Valve	2 nos		
	a) Material – Extruded aluminium, with anodized finish			
	b) Size - 1/8"			
	c) Design – Spool type			

	d) Pressure – 2 to 8 bar			
	e) Flow rate – 450 l/min			
	f) Coil – 24 volt DC		A A	
	g) Power – 2.5 w			
	h) M8 Connector - With Bipolar LED and circuit to protect both source and load			
	i) Mounting – Push to lock / Unlock mechanism			
3.1.24	5/2 Single Solenoid Valve with Spring Return	1 no.		
	a) Material – Extruded aluminium, with anodized finish			
	b) Size – 1/8"			
	c) Design – Spool type			
	d) Pressure – 2 to 8 bar			
	e) Flow rate – 450 l/min	4 4		
	f) Coil – 24 volt DC			
	g) Power – 2.5 w			
	h) M8 Connector - With Bipolar LED and circuit to protect both source and load			
	i) Mounting – Push to lock / Unlock mechanism			
3.1.25	Magnetic sensor with clamp	6 nos		
	a) Operating voltage –10-30V DC			
	b) Switching current – 100 mA			
	c) Contact rating – 3W max			
	d) Voltage drop – 2 V max.			
	e) Protection circuit – Power source reverse polarity and Surge suppression			
	f) Switching logic – Solid state output (PNP), Normally open			
	g) Type of protection – IP 67			
	h) Color of LED – Red			
	i) Cable – dia 3.3, 3C,PVC, QD Connector (M8)			
3.1.26	Relay Logic Unit – 2C/0 – 3 relays	2 nos		
	a) Voltage – 24V DC			
	b) No. Of relay - 3			
	c) No. Of change over - 2			

	d) Mounting – Push to lock / Unlock mechanism			
3.1.27	Electrical Push Button Unit (Green & Red Push Button – 1 no. Each)	1 unit		
	a) Green push button – 1 no.			
	b) Red push button – 1 no.			
	c) Contact – Normally open			
	d) Mounting – Push to lock / Unlock mechanism			
3.1.28	Electrical Selector Switch Unit (Black selector – 1no, Green Push Button – 1no.)	1 unit	<b>1</b> 00	
	a) Green push button – 1 no.			
	b) Black selector switch – 1 no.			
	c) Contact – Normally open			
	d) Mounting – Push to lock / Unlock mechanism			
3.1.29	Electrical Timer	1 no.		
	a) Voltage – 24 V DC			
	b) Time range – 3 & 30 sec, 3& 30 min		¥	
	c) Mounting – Push to lock / Unlock mechanism			
3.1.30	5/2 Valve with lever head switch	1 no		
	a) Material – Extruded aluminium, with anodized finish			
	b) Size – 1 / 8"			
	c) Design – Spool type			
	d) Pressure range – 2 – 10 bar			
	e) Flow rate – 450 l / min			
	f) Mounting – Push to lock / Unlock mechanism			
3.1.31	Electrical Connection Set – Stackable banana plugs and Cables Screw driver & Allen key – for adjusting the position of Magnetic sensor	1 set		
	a) Banana plug size – 4mm			
	b) M8 QD Cable for connecting solenoid coil – 5 nos.			
	c) M8 QD Cable for connecting magnetic sensor – 6 nos.			
	d) 1000 mm cable with banana plug – Red: 5 nos. Black: 3 nos			
	e) 750 mm cable with banana plug – Red: 10 nos. Black: 3 nos			
	f) 300 mm cable with banana plug – Red: 10 nos.			

3.1.32	PLC with 12 Input /8 Output Box, with Programming software & Programming cable	1 set	
	a) I/O: 14 / 10		•
	b) PLC programming: Supply should be with original Programming software and Programming cable for programming the PLC		
	c) PC / PLC interface: Supply should be include 1 no. of Automation Studio software & 1 no. of OPC client communication module for interfacing PLC with Automation studio circuit simulation		
	d) PLC interface with solenoid valves & reed switch: 12 I / 80 connection should be enabled via 4 mm socket for connecting with 4 mm stackable banana plugs		
	e) 4mm sockets should be mounted on customized PCB board for interfacing with PLC's Inputs & Outputs		
	f) Connection between the PCB board and PLC should be well routed, and there should be no free hanging wires		
	g) Mounting – Push to lock / Unlock mechanism	<b>*</b>	
3.1.33	Profile Table Top	1 no.	
	a) Size (W x H x D) – (1000 x640 x40) mm		
	b) Effective work area per side on the Frame unit – 1000 mm x 640 mm		
	c) Profile groove width – 8.3 mm		
	d) Groove to groove distance – 40 mm		
	e) Material – Aluminium, anodized finish		
3.1.34	Pneumatics - Text Book	1 no.	
3.1.35	Pneumatics – Exercises book	1 no.	
3.1.36	Electro Pneumatics – Exercises book	1 no.	
3.1.37	Electro Pneumatic with PLC – Exercises book	1 no.	
	Installation Required	Yes	
	Warranty (in months)	12 Months	
	AMC Required	Yes	
	Delivery Period (Weeks)	6 Weeks	
	Shipment Terms	Up to NIT, Tiruchirapp alli	

	100%	
	payment	
Payment Term	after	
Tayment Term	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 (TEC-PRO-F003-1920.xls) is available in the tender document, the same to be filled in and uploaded along with the tender document.

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

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

	l ~ .		
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,		
		utually explanatory. The Contract Agreement shall be read as a whole.	
3		upt and Fraudulent Practices:	
		The Institute requires compliance with its policy against the corrupt and fraudulent practices	
		forth Section- V The Purchaser requires the Supplier to disclose any commissions or	
	fees that may have been paid or are to be paid to agents or any other party with respect to		
		dding process or execution of the Contract. The information disclosed must include	
		me and address of the agent or other party, the amount and currency, and the purpose	
		commission, gratuity or fee.	
4	Inter	pretation	
	4.1	The Contract constitutes the entire agreement between the Purchaser and the	
		Supplier and supersedes all communications, negotiations and agreements (whether	
		written or oral) of the parties with respect thereto made prior to the date of Contract.	
	4.2	Amendment	
		No amendment or other variation of the Contract shall be valid unless it is reduced	
		to writing, dated, expressly refers to the Contract, and is signed by the duly	
		authorized representative of each party thereto.	
	4.3	Non waiver	
		a Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or	
		indulgence by either party in enforcing any of the terms and conditions of the	
		Contract or the granting of time by either party to the other shall prejudice,	
		affect, or restrict the rights of that party under the Contract, neither shall any	
		waiver by either party of any breach of Contract operate as waiver of any	
		subsequent or continuing breach of Contract.	
		<b>b</b> Any waiver of a party's rights, powers, or remedies under the Contract must be	
		in writing, dated, and signed by an authorized representative of the party	
		granting such waiver, and must specify the right and the extent to which it is	
		being waived.	
	4.4	Severability:	
		If any provision or condition of the Contract is prohibited or rendered invalid or	
		unenforceable, such prohibition, invalidity or unenforceability shall not affect the	
		validity or enforceability of any other provisions and conditions of the Contract.	
5	5.1	Language:	
		The Contract as well as all correspondence and documents relating to the Contract	
		exchanged by the Supplier and the Purchaser, shall be written in the language	
		specified in the SCC. Supporting documents and printed literature that are part of	
		the Contract may be in any language provided they are accompanied by an accurate	
		translation of the relevant passages in the language specified, in which case, for	
		purposes of interpretation of the Contract, such translation shall govern.	
	5.2	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 Purchaser.	

7	7.1	Eligibility:
′	7.1	The Bidder should not have been declared insolvent by the competent court.
	7.2	The Bidder should not be disqualified for contract under the law of the India.
	7.3	The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law
		or any other Law for the time being in-force.
	7.4	The Supplier and its Subcontractors shall have the nationality of an eligible country.
		A Supplier or Subcontractor shall be deemed to have the nationality of a country if
		it is a citizen or constituted, incorporated, or registered, and operates in conformity
		with the provisions of the laws of that country. Nationality must be disclosed by the
		supplier
	7.5	All Goods and Related Services to be supplied under the Contract shall have their
		origin in Eligible Countries. For the purpose of this Clause, origin means the country
		where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially
		recognized article results that differs substantially in its basic characteristics from its
		components.
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 written form with proof of receipt.
	8.2	A notice shall be effective when delivered or on the notice's effective date,
		whichever is later.
9	9.1	Governing Law:
		The Contract shall be governed by and interpreted in accordance with the laws of
		India, unless otherwise specified in the SCC.
	9.2	Throughout the execution of the Contract, the Contractor shall comply with the
		import of goods and services prohibitions in India when
		a Throughout the execution of the Contract, the Contractor shall comply with
		<ul><li>the import of goods and services prohibitions in India when</li><li>by an act of compliance with a decision of the United Nations Security Council</li></ul>
		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,
	10.5	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	
		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			
12	Scope of Supply The Goods and Related Services to be supplied shall be as specified in the Schedu		
		11	
12		of Requirements.	
13		Delivery and Documents  Subject to CCC Sub-Clause 22.1, the Delivery of the Coods and Completion of the	
		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	
15		Schedule, as per GCC Clause 13.  Contract Price	
13		Prices charged by the Supplier for the Goods supplied and the	
		Related Services performed under the Contract shall not vary from the prices	
		quoted by the Supplier in its bid, with the exception of any price adjustments	
		authorized in the SCC.	
16	16.1	Terms of Payment	
10	10.1	Ordinarily, payments for services rendered or supplies made shall be released only	
		after the services have been rendered or supplies appropriate to the requirement	
		made. However, in following cases advance payments may be made if specified in	
		SCC:	
		a Advance payment demanded by firms holding maintenance contracts for	
		servicing of Air-conditioners, computers, other costly equipment, etc.	
		b Advance payment demanded by firms against fabrication contracts, turnkey	
		contracts etc.	
		c Such advance payment should not exceed the following limits: -	
		Thirty percent of the contract value to private firms;	
		d Forty percent of the contract value to a State or central Government agency or	
		a Public Sector Undertaking; or	
		e In case of maintenance contract, the amount should not exceed the amount	
		payable for six months under the contract.	
	16.2	The Supplier's request for payment shall be made to the Purchaser in writing,	
	10.2	accompanied by invoices describing, as appropriate, the Goods delivered and	
		Related Services performed, and by the documents submitted pursuant to GCC	
		Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.	
	16.3	Payments shall be made promptly by the Purchaser, within ninety (90) days after	
	10.0	submission of an invoice or request for payment by the Supplier, and after the	
		Purchaser has accepted it	
	16.4	The currencies in which payment shall be made to the supplier under this contract	
	10.1	shall be Indian currency unless otherwise agreed.	
17	17.1	Taxes and Duties	
1 /	1/.1	For goods manufactured outside India, the Supplier shall be entirely responsible for	
		all taxes, stamp duties, license fees, and other such levies imposed outside India.	
		an taxes, stamp duties, needse fees, and other such fevres imposed outside flidia.	

	17.2	For goods Manufactured within India the Supplier shall be entirely responsible for
	17.2	For goods Manufactured within India, the Supplier shall be entirely responsible for
		all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to
	17.2	the Purchaser.
	17.3	If any tax exemptions, reductions, allowances or privileges may be available to the
		Supplier in India, the Purchaser shall use its best efforts to enable the Supplier to
		benefit from any such tax savings to the maximum allowable extent or country or
		origin, the supplies shall provide benefit from any such tax sowing to the purchaser.
	17.4	GST Concession for Items Purchased for Research Purpose
		If the item/product purchased for research purpose the institution has a GST
		exemption of 5% as per vide no:45/2017 and 47/2017
18	18.1	Performance Security:
		If required as specified in the SCC, the Supplier shall, within twenty-one (21) days
		of the notification of contract award, provide a performance security for the
		performance of the Contract in the amount specified in the SCC
	18.2	The proceeds of the Performance Security shall be payable to the Purchaser as
		compensation for any loss resulting from the Supplier's failure to complete its
		obligations under the Contract.
	18.3	As specified in the SCC, the Performance Security, if required, shall be
		denominated in the currency(ies) of the Contract or in a freely convertible currency
		acceptable to the Purchaser; and shall be in one of the format stipulated by the
		Purchaser in the SCC, or in another format acceptable to the Purchaser.
	18.4	Performance security should remain valid for a period of sixty days beyond the
	10	date of completion of all contractual obligations of the supplier including warranty
		obligation.
	18.5	Bid security shall be refunded to the successful bidder within 30 days of receipt of
	10.5	performance security.
19		Copyright
17		The copyright in all drawings, documents, and other materials containing data and
		information furnished to the Purchaser by the Supplier herein shall remain vested in
		the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier
		by any third party, including suppliers of materials, the copyright in such materials
		shall remain vested in such third party.
20	20.1	Confidential Information
20	20.1	The Purchaser and the Supplier shall keep confidential and shall not, without the
		written consent of the other party hereto, divulge to any third party any documents,
		data, or other information furnished directly or indirectly by the other party hereto
		in connection with the Contract, whether such information has been furnished prior
		to, during or following completion or termination of the Contract. Notwithstanding
		the above, the Supplier may furnish to its Subcontractor such documents, data, and
		other information it receives from the Purchaser to the extent required for the
		Subcontractor to perform its work under the Contract, in which event the Supplier
		shall obtain from such Subcontractor an undertaking of confidentiality similar to that
	20.2	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,
	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;

	1	
		b can be proven to have been possessed by that party at the time of disclosure and
		which was not previously obtained, directly or indirectly, from the other party;
		or
		c otherwise lawfully becomes available to that party from a third party that has
		no obligation of confidentiality.
	20.4	The above provisions of GCC Clause 20 shall not in any way modify any
		undertaking of confidentiality given by either of the parties hereto prior to the date
		of the Contract in respect of the Supply or any part thereof.
	20.5	The provisions of GCC Clause 20 shall survive completion or termination, for
		whatever reason, of the Contract.
21	21.1	Subcontracting
		The Supplier shall notify the Purchaser in writing of all subcontracts awarded under
		the Contract if not already specified in the bid. Such notification, in the original bid
		or later on shall not relieve the Supplier from any of its obligations, duties,
		responsibilities, or liability under the Contract.
	21.2	Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
22	22.2	Specifications and Standards
		Technical Specifications and Drawings
		Toomhour openious and Brawings
		a The Goods and Related Services supplied under this Contract shall conform to
		the technical specifications and standards mentioned in Section-VI, Schedule
		of Requirements and, when no applicable standard is mentioned, the standard
		shall be equivalent or superior to the official standards whose application is
		appropriate to the Goods' country of origin or India.
		b Wherever references are made in the Contract to codes and standards in
		accordance with which it shall be executed, the edition or the revised version
		of such codes and standards shall be those specified in the Schedule of
		Requirements. During Contract execution, any changes in any such codes and
		standards shall be applied only after approval by the Purchaser and shall be
22	22.1	treated in accordance with GCC Clause 33.
23	23.1	Packaging and Documents  The Symplica shall gravide such position of the Condons is acquired to prevent their
		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
	22.2	the absence of heavy handling facilities at all points in transit.
	23.2	The packing, marking, and documentation within and outside the packages shall
		comply strictly with such special requirements as shall be expressly provided for in
		the Contract, including additional requirements, if any, specified in the SCC, and in
24		any other instructions ordered by the Purchaser.
24		Insurance
		Unless otherwise specified in the SCC, the Goods supplied under the Contract shall
		be fully insured—in a freely convertible currency from an eligible country—against
		loss or damage incidental to manufacture or acquisition, transportation, storage, and
		delivery, in accordance with the applicable Incoterms or in the manner specified in
		the SCC.

25	25.1	Transportation and Incidental Services
43	23.1	The Supplier is required under the Contract to transport the Goods to a specified
		place of final destination within India, defined as the Project Site, transport to such
		place of destination in India, including insurance and storage, as shall be specified
		in the Contract, shall be arranged by the Supplier, and related costs shall be
		included in the Contract Price"; or any other agreed upon trade terms (specify the
		respective responsibilities of the Purchaser and the Supplier)
	25.2	The Supplier may be required to provide any or all of the following services,
	25.2	including additional services, if any, specified in SCC:
		a performance or supervision of on-site assembly and/or start up of the supplied
		Goods;
		b furnishing of tools required for assembly and/or maintenance of the supplied
		Goods;
		c furnishing of a detailed operations and maintenance manual for each
		appropriate unit of the supplied Goods;
		d performance or supervision or maintenance and/or repair of the supplied
		Goods, for a period of time agreed by the parties, provided that this service shall
		not relieve the Supplier of any warranty obligations under this Contract; and
		e training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in
		assembly, start-up, operation, maintenance, and/or repair of the supplied
		Goods.
	25.3	Prices charged by the Supplier for incidental services, if not included in the Contract
		Price for the Goods, shall be agreed upon in advance by the parties and shall not
		exceed the prevailing rates charged to other parties by the Supplier for similar
		services otherwise shall be at the cost of suppliers.
26	26.1	Inspections and Tests
		The Supplier shall at its own expense and at no cost to the Purchaser carry out all
		such tests and/or inspections of the Goods and Related Services as are specified in
		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
	26.2	furnished to the inspectors at no charge to the Purchaser.
	26.3	The Purchaser or its designated representative shall be entitled to attend the tests
		and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser
		bear all of its own costs and expenses incurred in connection with such attendance
		including, but not limited to, all traveling and board and lodging expenses.
	26.4	Whenever the Supplier is ready to carry out any such test and inspection, it shall give
		a reasonable advance notice, including the place and time, to the Purchaser. The
		Supplier shall obtain from any relevant third party or manufacturer any necessary
		permission or consent to enable the Purchaser or its designated representative to
		attend the test and/or inspection.
I		attend the test and/or mapeenon.
	26.5	1
	26.5	The Purchaser may require the Supplier to carry out any test and/or inspection not
	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
	26.5	The Purchaser may require the Supplier to carry out any test and/or inspection not

		expenses incurred in the carrying out of such test and/or inspection shall be added to
		the Contract Price. Further, if such test and/or inspection impedes the progress of
		manufacturing and/or the Supplier's performance of its other obligations under the
		Contract, due allowance will be made in respect of the Delivery Dates and
		· · · · · · · · · · · · · · · · · · ·
		Completion Dates and the other obligations so affected.
	26.6	The Supplier shall provide the Purchaser with a report of the results of any such test
		and/or inspection.
	26.7	The Purchaser may reject any Goods or any part thereof that fail to pass any test
		and/or inspection or do not conform to the specifications. The Supplier, if permitted
		by the purchaser, shall either rectify or replace such rejected Goods or parts thereof
		or make alterations necessary to meet the specifications at no cost to the Purchaser,
		and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a
		notice pursuant to GCC Sub-Clause 26.4.
27		Liquidated Damages
2,		
		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	Warranty
		The Supplier warrants that all the Goods are new, unused, and of the most recent or
		current models, and that they incorporate all recent improvements in design and
		materials, unless provided otherwise in the Contract.
-	20.2	•
	28.2	Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods
		shall be free from defects arising from any act or omission of the Supplier or arising
		from design, materials, and workmanship, under normal use in the conditions
		prevailing in India.
	28.3	Unless otherwise specified in the SCC, the warranty shall remain valid for twelve
	20.5	(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.
	28.4	The Purchaser shall give notice to the Supplier stating the nature of any such defects
_		together with all available evidence thereof, promptly following the discovery
		thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to
	20.5	inspect such defects.
	28.5	Upon receipt of such notice, the Supplier shall, within the period specified in the
		SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost
		to the
		Purchaser.
	28.6	If having been notified, the Supplier fails to remedy the defect within the period
	20.0	
		specified in the SCC; the Purchaser may proceed to take within a reasonable period
		such remedial action as may be necessary, at the Supplier's risk and expense and
		without prejudice to any other rights which the Purchaser may have against the
		Supplier under the Contract.

29	29.1	Dotont Indomnity
49	47.1	Patent Indemnity The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause
		29.2, indemnify and hold harmless the Purchaser and its employees and officers from
		and against any and all suits, actions or administrative proceedings, claims, demands,
		losses, damages, costs, and expenses of any nature, including attorney's fees and
		expenses, which the Purchaser may suffer as a result of any infringement or alleged
		infringement of any patent, utility model, registered design, trademark, copyright, or
	20.2	other intellectual property right registered.
	29.2	If any proceedings are brought or any claim is made against the Purchaser arising
		out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly
		give the Supplier a notice thereof, and the Supplier may at its own expense and
		in the Purchaser's name conduct such proceedings or claim and any
	20.2	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
	20.1	Supplier for all reasonable expenses incurred in so doing.
30	30.1	Force Majeure
		For purposes of this Clause, "Force Majeure" means an event or situation beyond
		the control of the Supplier that is not foreseeable, is unavoidable, and its origin is
		not due to negligence or lack of care on the part of the Supplier. Such events may
		include, but not be limited to, wars or revolutions ,fires, floods, epidemics,
		quarantine restrictions, and freight embargoes.
	30.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser
		in writing of such condition and the cause thereof. Unless otherwise directed by the
		Purchaser in writing, the Supplier shall continue to perform its obligations under the
		Contract as far as is reasonably possible, and shall seek all reasonable alternative
		means for performance not prevented by the Force Majeure event.
	30.3	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated
		damages, or termination for default if and to the extent that it's delay in performance
		or other failure to perform its obligations under the Contract is the result of an event
21	21.1	of Force Majeure.
31	31.1	Change Orders and Contract Amendments
		The Purchaser may at any time order the Supplier through notice in accordance GCC
		Clause 8, to make changes within the general scope of the Contract in any one or
		more of the following:
		a drawings, designs, or specifications, where Goods to be furnished under the
		Contract are to be specifically manufactured for the Purchaser;
		b the method of shipment or packing;
		c the place of delivery; and
	22.1	d the Related Services to be provided by the Supplier.
32	32.1	Extensions of Time
		If at any time during performance of the Contract, the Supplier or its subcontractors
		should encounter conditions impeding timely delivery of the Goods or completion
		of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify
		the Purchaser in writing of the delay, its likely duration, and its cause. As soon as
		practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the
		situation and may at its discretion extend the Supplier's time for performance, in
		which case the extension shall be ratified by the parties by amendment of the
		Contract.

	32.2	Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the
	32.2	Supplier in the performance of its Delivery and Completion obligations shall render
		the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause
		26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.
33	33.1	Termination for Default
		The Purchaser, without prejudice to any other remedy for breach of Contract, by
		written notice of default sent to the Supplier, may terminate the Contract in whole
		or in part:
		a if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser
		pursuant to GCC Clause32;
		b if the Supplier fails to perform any other obligation under the Contract; or
		c if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract
		In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
	33.2	
	33.2	Termination for Insolvency
		The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
	33.3	<b>Termination for Convenience</b>
		a The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
		b The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the
		Purchaser may elect:
		(i) to have any portion completed and delivered at the Contract terms and
		prices; and/or
		(ii) to cancel the remainder and pay to the Supplier an agreed amount for
		partially completed Goods and Related Services and for materials and parts
		previously procured by the Supplier.
34		Assignment
		Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

#### **Section VIII Special Conditions of Contract**

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

GCC	SCC
Clause Ref. No.	
GCC 1.1 (i)	The Purchaser's country is: <b>India.</b>
GCC 1.1 (k)	The Purchaser is: THE DIRECTOR, NIT TIRUCHIRAPPALLI
	KIND ATTENTION TO: Dr.Panneerselvam K, Associate Professor, Department
	of Production Engineering
GCC 1.1 (j)	The Project Site(s)/Final Destination(s) is/are: <b>Department of Production Engineering, NIT TIRUCHIRAPPALLI.</b>
GCC 5.1	The language shall be: English
GCC 8.1	For notices, the Purchaser's address shall be:
	Attention : Dr.Panneerselvam K
	Street Address : Department of Production Engineering
	Floor/ Room number :-
	City : TIRUCHARAPPALLI
	ZIP Code : 6 2 0 0 1 5
	Country : <b>India</b> Phone : 0 4 3 1 - 2 5 0 3 5 1 5
	Electronic mail address: kps@nitt.edu
	Electronic man address: kps@mtt.edu
GCC 9.1	The governing law shall be the <b>law of India</b> .
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 otherwise agreed.
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are:  (i) An airway bill
	(i) An airway bill (ii) Insurance Certificate,
	(iii) Manufacturer's or Supplier's Warranty Certificate,
	(iv) Inspection Certificate issued by nominated inspection agency,
	(v) Supplier's factory shipping details etc.
	(vi) The above documents shall be received by the Purchaser before arrival
	of the Goods and, if not received, the Supplier will be responsible for
	any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services
	performed <b>shall not</b> be adjustable.
GCC 16.1	GCC 16.1—The method and conditions of payment to be made to the Supplier
	under this Contract shall be as follows:
	Payment for Goods supplied from abroad:
	Payment of foreign currency portion shall be made in Indian Rupees in the

	6-11							
	following manner:							
	(i) <b>On Shipment :</b> Ninety (90%) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in							
	favor of the Supplier in a bank in its country, upon receiving equipment in							
	good condition and documents specified in GCC Clause 13.1 under Section-							
	VII.							
	(i) On Acceptance: Remaining (10%) percent of the Contract Price of							
	Equipment received shall be paid within <b>thirty</b> (30) days of receipt of the							
	equipment upon submission of claim supported by the acceptance certificate							
	issued by the Purchaser by bank draft/wire transfer.							
	Payment of local currency portion shall be made in <b>Indian Rupees</b> within <b>thirty</b>							
	(30) days of presentation of claim supported by a certificate from the Purchaser							
	declaring that the Goods have been delivered and that all other contracted Services							
	have been performed.							
	Payment for Goods and Services supplied from within India:							
	Payment for Goods and Services supplied from within India shall be made in							
	Indian Rupees, as follows:							
	(i) On Delivery, Acceptance and Installation and Commissioning: Hundred							
	(100%) percent of the Contract Price shall be paid on receipt of the Goods in							
	good conditions, acceptance and satisfactory installation & commissioning							
	certificate provided by the Purchase Initiator. and acceptance certificate for							
000101	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							
GCC 23.2	If required, the Performance security shall be denominated in <b>Indian Rupees</b> .							
GCC 23.2	The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in							
	the Contract.							
GCC 24.1	The insurance coverage shall be as specified in the <b>Incoterms</b> .							
30021	If not in accordance with <b>Incoterms</b> , insurance shall be as follows: <b>NA</b>							
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the							
000200	Incoterms.							
	If not in accordance with <b>Incoterms</b> , 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							
00000	by the user.							
GCC 26.2	The Inspections and tests shall be conducted at the Department where the							
CCC 27.1	equipment is installed. For the rest please refer to GCC 26.1.							
GCC 27.1 GCC 27.1	The liquidated damage shall be: 0.5% per week  The maximum amount of liquidated damages shall be: 5%							
GCC 27.1 GCC 28.3	The maximum amount of liquidated damages shall be: 5%  The period of validity of the Warranty shall be 12 Months from date of acceptance/							
GCC 20.3	satisfactory installation of the equipment.							
	For purposes of the Warranty, the place(s) of final destination(s) shall be the							
L	- or purposes of the manaly, the place(s) of find destination(s) shall be the							

Department where the equipment is installed.

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

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be **0.5% per week** of actual value of the equipment (maximum 5%).

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

# Part-4 Bidding Forms & Contract Forms

## **Section IX : Bidding Forms**

## **Table of Forms**

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

## (i) TenderForm

#### (Techno commercial un-priced Bid)

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

	Tender No.
	То
	The
Dea	ar Sir,
1.	I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions toBidders;
2.	I/We meet the eligibility requirements and have no conflict of interest;
3.	I/We have not been suspended nor declared ineligible inIndia;
4.	I/We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [insert a brief description of the Goods and RelatedServices];
5.	I/We offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 120 Days from the date of opening of thetender.
6.	I/we shall be bound by a communication of acceptance issued byyou.
7.	I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications andrequirements.
8.	A crossed Bank Draft in favor of the Director, National Institute of Technology, Tiruchirappalli for Rs
9.	The following have been added to form part of this tender.  (a) Samples of items quoted for, as per instructions provided in the schedule of requirement.

(b) Schedule of requirements, quoting the

stamped.(without indicating price)

(c) Income Tax Return.

duly

only

make

signed

and

- (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 I [THE SCANNED COPY OF THE CERT] SECTION]		TAILS (IF APPLICABLE) CATE TO BE UPLOADED IN THE EMD
MSME Registration Number & Validity of the Certificate		
NSIC Government Registration Number & Validity of the Ceriticate		
Name of the person duly authorized to sign	:	
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 ventue  **: Person signing the Bid shall have the power of the Bid Schedules.		specify the name of the Joint Venture as Bidder attorney given by the Bidder to be attached with
Yours faithfully,		
(Signature of bidder)		
Dated this day of		
Address:		
Telephone No.:		
E-mail	_	Company seal

#### **TenderForm**

#### (Priced Bid)

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

То	
The	
	_
Ref: Tender No	Dated:

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said biddingdocuments.

- 1. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.
- 2. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
- 3. The prices quoted are inclusive of all charges net F.O.R NITT. We enclose herewith the complete Financial Bid as required by you. This includes:
  - a. Price Schedule (Bill of Quantity-BOQ).
  - b. Statement of deviations from financial terms and conditions.
- 4. We agree to abide by our offer for a period of 120 Days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
- 5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
- **6.** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:[insertcompletenameofeach

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

Name of Recipient	Address	Reason	Amount

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

- We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- 2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

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

#### Or

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

#### Or

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

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

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

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

Company Seal

#### **Bidder Information Form**

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

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

#### 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**.]

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

Date

Dated on

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]

day of

[insert date of signing]

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

#### **EMD Returning Form**

To

The Director

National Institute of Technology,

Tiruchirappalli – 620 015

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

Sir / Madam,

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

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

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

Account Name	
Bank Account Number	
IFSC code	
Bank	

Signature with Seal and Date

#### MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

То									Date	e:	/	/			
Nat	e Director, ional Institute of uchirappalli – 620														
Su			release of payment rough Electronic									of T	echr	nolo	gy,
1.	Name of the Pa	arty / Fi	rm / Company /	Ins	titute	<del>)</del>	:								
2.	Address of the	Party					:								
3.	City		Pin Code_												
			le No:												
5.	Permanent Acc	count N	umber				_								
6.	Particulars of E	Bank:			<b>\</b>	~									
	Bank Name:			В	rancl	n Na	ime								
	PIN Code:			В	rancl	n Co	ode:								
	IFS Code:(11 d	igit alpł	na numeric code)												
	Account Type	S	avings		Cur	rrent	t	[		C	ash	Cre	dit		
	Account Numb	er:													
dela Dir adv of c	ayed and not effortion ector, National I is any change in	ected for institute the par chrough	DECLArticulars given about reasons of incort of Technology Teticulars of my accurate NEFT/RTGS Transport of Date: _	ove npl Tiru our	are of the	corre r in	corr lli r	ect :	infor onsib	ma le.	tion I al	I sh	nall 1 unde	not rtak	hold te to

Signature & Seal of the Authorized Signatory of the Party

### **Section X. Contract Forms**

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

#### **Table of Forms**

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

## **Tender Acceptance Letter**

(To be given on Company Letter Head)

		Date:			
					<b>.</b>
Sub: A	acceptance of Terms & Condi	tions of Tender.			
Tender	Reference No. :				
Name (	of Tender / Work :				
Dear S	Sir,				
1	I/We have downloaded/ obta	nined the tender doc	ument(s) for t	he above mentione	ed 'Tender/Work' from
1.	the web site(s)namely:	inica ine tender dec	(3) (6) (6)		a remain work from
	as per your advertiseme	ent, given in the abo	ve mentioned	website(s).	
2.	I/We hereby certify that I/W	e have read the ent	ire terms and	conditions of the te	ender documents from
	PageNo		_to	(includir	ng all documents like
	section(s), schedules(s) etc.)	, which form part	of the contrac	ct agreement and I/	we shall abide hereby
	by the terms/conditions/ clar	uses contained there	ein.		
3.	The corrigendum(s) issued f	rom time to time by	your departm	ent/ organisation to	oo have also been taken
	into consideration, while sul	omitting this accept	ance 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 the	nis tender are found	d violated,	then your departn	nent/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 ear	nest money deposit	absolutely.		
	Yours Faithfully,				
	(Signature of the Bidder, v	vith Official Seal)			

#### **Contract Agreement**

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

#### THIS AGREEMENT made

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

#### **BETWEEN**

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

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

The Purchaser and the Supplier agree as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other 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 the Contract

- 1. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

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

For and on behalf of the Supplier

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

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

## Performance Security Option 1: (Bank Guarantee)

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

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

**Date:** \_ [Insert date of issue]

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

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

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

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

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

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

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

<sup>&</sup>quot;TheGuarantor agrees to a period not to exceed [sixmonths] [oneyear], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of theguarantee."

This guarantee	is subject to the	Uniform Rules for	Demand Guarantees	(URDG) 2010 Revision,	ICC
Publication No.	758, except that th	e supporting statem	ent under Article 15(a)	is herebyexcluded.	

[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 ha	as entered into a writter	n Agreemen tw	vith the Purch	aser dated the	
Day of	,20,	for [name o	of contract a	nd briefdescri	ption
of					
Goods and related Services]	in accordance with th	e documents,	plans, specifi	cations, and am	endments
thereto, which to the extent l	herein provided for, ar	e by reference	made part l	nereof and are h	ereinafter
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.

•	to set his hand and affixed his seal, and the Surety corporate seal duly attested by the signature of hisdayof20.
SIGNED ON	_
By	in the capacity
In the presenceof	
SIGNED ONof	_on behalf _
Byof	in the capacity
In the presence of	