

#### NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: www.nitt.edu Phone: 0431 2503500

#### e-Procurement Notice

Ref: NITT NO.007/CAP EXP.35/2020-21/PROD Dated: 09.11.2021

Online tenders are hereby invited in two cover system from Indian Nationals for Supply & Installation of Rotational Molding Machine

Bidders can download complete set of bidding documents from e- procurement Platform https://eprocure.gov.in/eprocure/app from **09.11.2021** (**5.00 PM**) onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through https://eprocure.gov.in/eprocure/app.

Last Date/ Time for receipt of bids through e-procurement is: 30.11.2021( 5.00 PM) (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

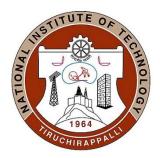
Published Date	09.11.2021 (5.00 PM)
<b>Bid Document Download Start Date</b>	09.11.2021 (5.00 PM)
Clarification Start Date	Not Applicable
Clarification End Date	Not Applicable
Pre bid meeting	Not Applicable
Venue of Pre-bid Meeting	Not Applicable
Bid Submission Start Date	09.11.2021 (5.00 PM)
Bid Submission End Date	30.11.2021( 5.00 PM)
<b>Bid Opening Date(Technical)</b>	01.12.2021( 5.00 PM)
Bid Opening Date(Price)	Will be announced after technical evaluation

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

# NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

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

Web: www.nitt.edu Phone: 0431 2503500



# Tender Document (e - Procurement)

Tender Notification No	:	NITT NO.007/CAP EXP.35/2020-21/PROD
Date	:	09.11.2021
Name of the Department	:	Department of Production Engineering
Name of the component	:	Supply and Installation of Rotational Molding Machine
Quantity required		01 Nos
EMD Amount		NA
Last Date & Time of submission of Tender	:	30.11.2021( 5.00 PM)
Address for submission of Tender	:	THE DIRECTOR, NIT TIRUCHIRAPPALLI- 15 KIND ATTENTION TO: Dr.D.Lenin Singaravelu, Associate Professor, Department of Production Engineering
Date & Time of opening of technical bid	:	01.12.2021( 5.00 PM)

# **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.	Have you uploaded filled in Technical forms in Excel sheet	
7.	Have you uploaded the PDF of filled in Technical form of Excel Sheet	
8.	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)	
9.	Have you enclosed the schedule of requirement indicating the make	
	offered without indicating the pricing components along with the	
	techno commercial unpricedbid?	
10.	Have you submitted the bids both techno commercial unpriced and	
	priced bid separately for each tender?	
11.	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 / Bid Security declaration form 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 / Bid Security declaration form 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 OF BID			
		Supply & Installation of Rotational Molding Machine 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; or		
		c has the same legal representative as another Bidder; or		
		d has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or		
		e Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid shall result in the disqualification of all Bids in which such Bidder is involved. This, however does not limit the inclusion of the same subcontractor in more than one bid; or		
		f Has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the loan) who:		
		(i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or		
		(ii) would be involved in the implementation or supervision of such contract.		
	2.4	A foreign firm and individual may be ineligible if as a matter of law or regulations,		
	2.5	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	CONTI	ENTS OF BIDDING DOCUMENT		
	3.1	The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.		
	3.2	The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.		
	1			

	3.3	Unless obtained directly from the Purchaser, the Purchaser is not responsible for	
		the completeness of the document, responses to requests for clarification, the	
		Minutes of the pre- Bid meeting (if any), or Addenda to the Bidding Document.	
		In case of any contradiction, documents obtained directly from the Purchaser shall	
		prevail.	
	3.4	The Bidder is expected to examine all instructions, forms, terms, and specifications	
		in the Bidding Documents and to furnish with its Bid all information or	
		documentation as required by the Bidding Documents.	
4	CLARII	FICATION OF BIDDING DOCUMENTS, SITE VISIT, PRE-BID MEETING	
	4.1	A Bidder requiring any clarification of the Bidding Document shall contact the	
		Purchaser in writing at the Purchaser's address specified in the BDS or raise its	
		enquiries during the pre-bid meeting if provided. The Purchaser will respond in	
		writing to any request for clarification, provided that such request is received prior	
		to the deadline for submission of bids within a period specified in the BDS.	
	4.2	The Bidder is advised to visit and examine the project site and obtain for itself on	
		its own responsibility all information that may be necessary for preparing the bid	
		and entering into a contract for procurement of Goods. The costs of visiting shall	
		be at the Bidder's own expense	
	4.3	The Bidder's designated representative is invited to attend a pre-bid meeting. The	
		purpose of the meeting will be to clarify issues and to answer questions on any	
	4.4	matter that may be raised at that stage.	
	4.4	The Bidder is advised to submit any questions in writing to reach the Purchaser	
	4.5	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	
	3.1	any reason, whether at its own initiative or in response to a clarification	
		requested by a prospective bidder, modify the bidding documents by corrigendum.	
		In case of e-procurement, corrigendum / amendment shall be published on	
		https://eprocure.gov.in/eprocure/app.	
	5.2	Any addendum issued shall be part of the Bidding Documents and shall be	
	3.2	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 :	
		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		
		terature that are part of the Bid may be in another language provided they are accompanied	
	by an acc	curate translation of the relevant passages into the language specified in the BDS, in which	

	case for	purposes of interpretation of the Bid, such translation shallgovern.
7		ents Comprising the Bid
		nder/Bid shall be submitted online in two part, viz., Technical Bid and
		rcialBid.
	7.1	TECHNICAL BID
	7.1	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,);
		1 7
		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 Bid Security Declaration Form
		j Technical Bid.
		The Technical specifications format is s available in Excel sheet
		TECHNICAL.xls in this E-Tender document at <a href="https://eprocure.gov.in/">https://eprocure.gov.in/</a>
		eprocure/app. Bidders are advised to download TECHNICAL.xls and fill
		their specifications in the prescribed column and upload the same in the
		Technical bid along with other required documents. The hard copy of the
		filled in Technical specifications (Excel) to be scanned and to be uploaded in
		PDF.
	7.2	COMMERCIAL BID
		The commercial bid comprises of:
		i. Scanned copy of Tender Form (Price Bid)
		ii. Price BID in the form of BoQ_XXXXX.xls.
		iii. Scanned copy of item wise break up of price bid.
		The Price bid format is provided a BoQ_XXXXX.xls along with this Tender
		Document at https://eprocure.gov.in/eprocure/app. Bidders are advised to
		download this BoQ_ XXXXX.xls and quote their offer/rates in the prescribed
		column. Bidders can quote Basic Price in INR or CURRENCY (for other than
		INR) but it is mandatory to quote taxes/levies in INR only, in the prescribed
		column and upload the same in the commercial bid.
	7.3	The Bidder shall furnish in the Tender Forms information on commissions and
		gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
8		Tender Forms (Technical and Price) and Price Schedule(BOQ)

		Tender Forms and Price Schedules (Bill of Quantity-BOQ) shall be prepared using			
		the relevant forms furnished in Section IX, Bidding Forms and BOQ provided. The			
		forms must be completed without any alterations to the text, and no substitutes			
		shall be accepted. All blank spaces shall be filled in with the information requested.			
9		Alternative Bids			
		Unless otherwise specified in the BDS, alternative bids shall not be considered			
10	10.1	Bid Prices and Discounts			
		The prices and discounts quoted by the Bidder in the Tender Forms and in the Price			
		Schedules (BOQ) shall conform to the requirements specified as under.			
		a All lots (contracts) and items must be listed and priced separately in the Price			
		Schedules (BOQ).			
		b The price to be quoted in the Tender Forms shall be the total price of			
		the bid, excluding any discounts offered.			
		c The Bidder shall quote any discount and indicate the methodology for their			
		application in the Tender Forms.			
		d Prices quoted by the Bidder shall be fixed during the Bidder's performance of			
		the Contract and not subject to variation on any account, unless otherwise			
		specified in the BDS. A bid submitted with an adjustable price quotation shall			
		be treated as non- responsive and shall be rejected. However, if in accordance			
		with the BDS, prices quoted by the Bidder shall be subject to adjustment			
		during the performance of the Contract, a bid submitted with a fixed price			
		quotation shall not be rejected, but the price adjustment shall be treated as			
		zero.			
	10.2	Bids are being invited for individual lots (contracts) or for any combination of lots			
		(packages). Unless otherwise specified in the BDS, prices quoted shall correspond			
		to 100% of the items specified for each lot and to 100% of the quantities specified			
		for each item of a lot. Bidders wishing to offer discounts for the award of more			
		than one Contract shall specify in their bid the price reductions applicable to each			
		package, or alternatively, to individual Contracts within the package. Discounts			
		shall be submitted provided the bids for all lots (contracts) are opened at the same			
	10.2	time.  Driggs shall be guested as smootified in each Drigg Schedule (DOO) as provided. The			
	10.3	Prices shall be quoted as specified in each Price Schedule (BOQ) as provided. The			
		dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit			
		the Purchaser's right to contract on any of the terms offered. In quoting prices, the			
		Bidder shall be free to use transportation through carriers registered in any eligible			
		country. Similarly, the Bidder may obtain insurance services from any eligible			
		country. Prices shall be entered in the following manner:			
		a For Goods manufactured in India:			
		1. GST payable on the Goods, if the contract is awarded to the Bidder; and			
		2. The price for inland transportation, insurance, and other local services required			
		to convey the Goods from the named place of destination to their final			
		destination (Project Site) specified in the BDS;			
		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;			
		destination (110ject bite) specified in the bbs,			
L	l	l l			

c For Related Services, other than inland transportation and other ser required to convey the Goods to their final destination, whenever such Related Services, other than inland transportation and other services are required to convey the Goods to their final destination, whenever such Related Services are required to convey the Goods to their final destination, whenever such Related Services are required to convey the Goods to their final destination, whenever such Related Services are required to convey the Goods to their final destination, whenever such Related Services are required to convey the Goods to their final destination.	wices	
	elated	
Services are specified in the Schedule of Requirements:		
1. The price of each item comprising the Related Services (inclusive of	of any	
applicable taxes)		
Currencies of Bid and Payment:	1	
The currency(ies) of the bid and the currency(ies) of payments shall be as spe	cified	
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		
(Techno Commercial Un-Priced Bid & Priced Bid), included in Section	n-IX,	
Bidding Forms.		
12.2 The documentary evidence of the Bidder's qualifications to perform the co	ntract	
if its bid is accepted shall establish to the Purchaser's satisfaction:	<u> </u>	
a that, if required in the BDS, a Bidder that does not manufacture or pro-		
the Goods it offers to supply shall submit the Manufacturer's Authorize		
using the form included in Section IX, Bidding Forms to demonstrate		
has been duly authorized by the manufacturer or producer of the Goo	ds to	
supply these Goods in India;		
b that, if required in the BDS, in case of a Bidder not doing business v		
India, the Bidder is or will be (if awarded the contract) represented		
Agent in the country equipped and able to carry out the Supp		
maintenance, repair and spare parts-stocking obligations prescribed	n the	
Conditions of Contract and/or Technical Specifications;		
13   13.1   Period of Validity of Bids		
Bids shall remain valid for the period specified in the BDS after the bid		
submission deadline date prescribed by the Purchaser. A bid valid for a sho	orter	
period shall be rejected by the Purchaser as non –responsive.		
13.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent		
extension of the period of validity. The request and the responses there to sh		
	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 rec	luired	
nor permitted to modify the bid.		
14   14.1   Bid Security		
The Bidder shall furnish as part of its bid, a bid security, as specified in the	BDS,	
in original form the amount and currency as specified in the BDS.		
14.2 If a bid security is specified, the bid security shall be a		
a Demand Draft		
b An unconditional guarantee issued by a Bank. of a reputed source		
an eligible country. If the unconditional guarantee is issued by a fine		
institution located outside India, the issuing financial institution shall h		
correspondent financial institution located in India to make it enforceable		
bid security shall be valid for forty five (45) days beyond the original va	ılidity	
period of the bid, or beyond the extended period.		
14.3 If a Bid Security is specified, any bid not accompanied responsive Bid Sec	urity,	
shall be rejected by the Purchaser as non-responsive.		
14.4 The successful Bidder shall be returned as promptly as possible once the succ		
	itv	
Bidder has signed the contract and furnished the required performance secur		
Bidder has signed the contract and furnished the required performance secur  14.5 The Bid Security of the successful Bidder shall be returned as promptly as po	ssible	
Bidder has signed the contract and furnished the required performance secur	ssible	

	14.6	The Bid Security of the bidder may be forfeited or the Bid Securing Declaration
		executed:
		<b>a</b> 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
	DCIDI	ii. furnish a performance Security
15	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 ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ). Any
		document submitted through any other means will not be considered as part of the
		Bid except for the Originals as asked for in this tender.
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
		after due date and time as per server system. After electronic online proposal
		submission, the system generates a unique identification number which is time
		stamped. This shall be treated as acknowledgement of the proposal submission
18		Withdrawal, Substitution, and Modification of Bids: A Bidder may withdraw,
		substitute, or modify its bid on the e-procurement system before the date and time
		specified but not beyond. No bid may be withdrawn, substituted, or modified in
		the interval between the deadline for submission of bids and the expiration of the
		period of bid validity specified by the Bidder on the Tender Forms or any extension
		thereof Modification/Withdrawal of the Bid sent through any other means shall not
10	10.1	be considered by the Purchaser.
19	19.1	Bid Opening: The Purchaser shall open the bids as per electronic bid
		Opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to
		the e- procurement system. Specific bid opening procedures are laid down at
		https://eprocure.gov.in/eprocure/app under the head "Bidders Manual Kit". The
		tenderer/bidder will be at liberty to be present either in person or through an
		authorized representative at the time of opening of the Bid or they can view the
		bid opening event online at their remote end. Price Bids of only those tenderers
		shall be opened whose technical bids qualify.
	19.2	The withdrawn bid will be available in the system therefore will be considered, if
		bidder once withdraws the bid then he will not be able to participate in the
		respective tender again. Modification to the bid shall be opened and read out with
		the corresponding bid. Only bids that are opened and read out at bid opening shall
	10.0	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
		L. Evaluation and Comparison of Dius

20	20.1	Confidentiality: Information relating to the evaluation of bids and
		recommendation of contract award shall not be disclosed to bidders or any other
		persons not officially concerned with the bidding process until information on
	20.2	Contract Award is communication to all Bidders.
	20.2	No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to
		bring additional information to the notice of the Purchaser it should be done in
		writing.
	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
	21.2	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
22	22.1	Purchaser's request for clarification its bid may be rejected.  Determination of Responsiveness:
	22.1	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
	22.4	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
23		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	<b>Evaluation of Bids:</b> The Purchaser shall use the criteria and methodologies listed
		in this Clause. No other evaluation criteria or methodologies shall be permitted.
	25.2	To evaluate a Bid, the Purchaser shall consider the following:
		a Evaluation will be done for Items or Lots (contracts), as specified in the BDS;
		and the Bid Price.
		b price adjustment due to discounts offered;
		c converting the amount resulting from above, if relevant, to a single currency
	25.3	d price adjustment due to quantifiable nonmaterial nonconformities in;
	23.3	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken
		into account in bid evaluation.
	25.4	The Purchaser's evaluation of a bid shall exclude and not take into account:
	_23.¬	The I divinate is evaluation of a old shall exclude and not take into account.

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

	21.2	Prior to the expiration of the period of bid validity, the Purchaser shall, notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
	31.2	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
	31.3	The Purchaser shall promptly respond in writing to any unsuccessful Bidder who,
		after notification of award, requests in writing the grounds on which its bid was not selected.
32	32.1	Signing of Contract:  Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
	32.2	Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
	32.3	Notwithstanding anything contained in clause 32.2, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
33	33.1	Performance Security: Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the General Conditions of Contract (GCC), using for that purpose the Performance Security Form included in Section-X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in India.  Failure of the successful Bidder to submit the above- mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

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

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

Sl. No.	A. General
1.	The reference number of the Invitation for Bids is  NITT NO.007/CAP EXP.35/2020-21/PROD Dated: 09/11/2021
	The Purchaser is <b>The Director</b> , <b>NIT Tiruchirappalli. Kind Attention to: Dr.D.Lenin Singaravelu, Associate Professor, Department of Production Engineering</b>

Sl. No.	B. Contents of Bidding Documents			
3.	For Clarification of bid purposes only, the Purchaser's address is <b>Department of</b>			
	Production Engineering,	National Institute of Technology, Tiruchirappalli,		
	620015			
	Attention : I	Or. D. Lenin Singaravelu, Associate Professor		
	Address : N	ational Institute of Technology, Tiruchirappalli,		
	Floor / Room number : -			
	City : T	iruchirappalli		
	ZIPCode : 6	: 620015 : India : +91 0431 2503500		
	Country : In			
	Telephone : +			
	E-Mail : dle	enin@nitt.edu		
4.	Web page	: https://eprocure.gov.in/eprocure/app		
5.	A site visit shall <b>not</b> be organized by the purchaser.			
6.	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): Department of Production Engineering, National Institute of Technology, Tiruchirappalli, 620015.	
7.	The prices shall be quoted by the bidder in : Indian Rupee / Foreign Currency of Principal's Country (Preferably in Indian Rupees)	
	The Bidder is required to quote in Indian Rupees (INR), the portion of the bid price that corresponds to expenditures incurred in Indian Rupees(INR).	
8.	Manufacturer's authorization is Required	
9.	After sales service is Required.	
10.	The bid validity period shall be 120 Days.	
11.	Other types of acceptable securities: NA	

Sl. No.	D. Submission and Opening of Bids				
1.	Attention	: Dr.D.Lenin Singaravelu, Associate Professor, Department of Production Engineering			
	StreetAddress	: National Institute of Technology, Tiruchirappalli,			
	City	: Tiruchirapalli			
	ZIP/PostalCode	: 620 015			
	Country	: India			
	The deadline for bid su	ibmission is:			
	Date and Time	: 30.11.2021(5.00 PM)			
	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 Technolog	gy, Tiruchirappalli-620015.			
	StreetAddress	: National Institute of Technology, Tiruchirappalli			
	Floor / Roomnumber	: Admininstrative Block			
	City	: Tiruchirappalli			
	Country	: India			
	Date and Time	: 01.12.2021 (5.00 PM)			
	The electronic bidding opening procedures shall be as given in 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	Quantity	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 Rotational Molding Machine	01	Nos	Department of Production Engineering	51	56	

## 1. List of Related Services and Completion Schedule

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

#### **Technical Specifications**

Technical Specifications and Standards				
Name of the Equipment	Supply and Installation of Rotational Molding Machine			
Specification of NIT-T	Specification of the Supplier			
Single arm single station Biaxial Machine with one U arm having capacity to mount a cubic mould of 25 ltr vertical mould.				
<ul> <li>Oven heating mode: LPG (up to 250°C) /Electrical</li> </ul>				
Proper Interface for controlling and recording				
Mould material : Stainless steel				
Mould Dimension : 200mm*200mm*200mm     cube				
<ul> <li>Provision for multi layer moulding and with proper AC drives needed</li> </ul>				
<ul> <li>Provision for displaying screen and recording the different processing temperatures like oven set temperature and mould temperature</li> </ul>				
Installation Required	Yes			
Warranty (in months)	24 Months			
AMC Required	Yes			
Delivery Period (Weeks)	Within 8 Weeks			
Shipment Terms	Up to NIT, Tiruchirapalli			
Payment Term	100% payment after satisfactory delivery / Installation			
Performance Security	3%			

#### Note:

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

#### **Part-3 Contract**

#### **Section VII General Conditions of Contract**

#### **Table of Clauses**

1.	Definitions
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30.	Force Majeure
31.	Change Orders and Contract Amendments
32.	Extensions of Time
33.	Termination
34.	Assignment

	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.	

2	Contract Documents:				
	Subject to the order of precedence set forth in the Contract Agreement, all documents				
	_	forming the Contract (and all parts thereof) are intended to be correlative, complementary,			
	and m	utual	lly explanatory. The Contract Agreement shall be read as a whole.		
3	Corru	ıpt a	nd Fraudulent Practices:		
			te requires compliance with its policy against the corrupt and fraudulent practices		
			Section- V The Purchaser requires the Supplier to disclose any commissions or		
			ay have been paid or are to be paid to agents or any other party with respect to		
		_	g process or execution of the Contract. The information disclosed must include		
			nd address of the agent or other party, the amount and currency, and the purpose		
			mission, gratuity or fee.		
4	Inter				
	4.1		Contract constitutes the entire agreement between the Purchaser and the		
			pplier and supersedes all communications, negotiations and agreements (whether		
	4.2		tten or oral) of the parties with respect thereto made prior to the date of Contract.		
	4.2		amendment or other variation of the Contract shall be valid unless it is reduced		
			writing, dated, expressly refers to the Contract, and is signed by the duly		
			norized representative of each party thereto.		
	4.3 Non waiver				
	7.5	a	Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or		
			indulgence by either party in enforcing any of the terms and conditions of the		
			Contract or the granting of time by either party to the other shall prejudice,		
			affect, or restrict the rights of that party under the Contract, neither shall any		
			waiver by either party of any breach of Contract operate as waiver of any		
			subsequent or continuing breach of Contract.		
		b	Any waiver of a party's rights, powers, or remedies under the Contract must be		
			in writing, dated, and signed by an authorized representative of the party		
			granting such waiver, and must specify the right and the extent to which it is		
			being waived.		
	4.4	Sev	erability:		
		If a	ny 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			
		_	cified in the SCC. Supporting documents and printed literature that are part of		
			Contract may be in any language provided they are accompanied by an accurate		
			slation of the relevant passages in the language specified, in which case, for		
	5.2		poses of interpretation of the Contract, such translation shall govern.		
	5.2		Supplier shall bear all costs of translation to the governing language and all s of the accuracy of such translation, for documents provided by the Supplier.		
6			nt Venture, Consortium or Association:		
U			ne 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				
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		Abortaint continue consentium on acceptation about a to 1 to 1 to 1 to 1		
		the joint venture, consortium, or association shall not be altered without the prior		
	7 1	consent of the Purchaser.		
7	7.1	Eligibility:		
	7.0	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		
		it is a citizen or constituted, incorporated, or registered, and operates in conformit		
		with the provisions of the laws of that country. Nationality must be disclosed by the		
		supplier		
	7.5	All Goods and Related Services to be supplied under the Contract shall have their		
		origin in Eligible Countries. For the purpose of this Clause, origin means the country		
		where the goods have been grown, mined, cultivated, produced, manufactured, or		
		processed; or through manufacture, processing, or assembly, another commercially		
		recognized article results that differs substantially in its basic characteristics from its		
0	0.1	components.		
8	8.1	Notices Any notice given by one party to the other pursuant to the Contract shall be		
		in writing to the address specified in the SCC. The term "in writing" means		
	0.2	communicated in written form with proof of receipt.		
	8.2	A notice shall be effective when delivered or on the notice's effective date,		
•	0.1	whichever is later.		
9	9.1	Governing Law:		
		The Contract shall be governed by and interpreted in accordance with the laws of India unless otherwise specified in the SCC		
	0.2	India, unless otherwise specified in the SCC.		
	9.2	Throughout the execution of the Contract, the Contractor shall comply with the		
		import of goods and services prohibitions in India when		
		a Throughout the execution of the Contract, the Contractor shall comply with		
		the import of goods and services prohibitions in India when		
		b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits		
		any import of goods from that country or any payments to any country, person,		
10	10.1	or entity in that country.		
10	10.1	Settlement of Disputes  The Purchaser and the Supplier shall make every effort to resolve amigably by direct		
		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		
	10.2	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		
11		Ornganone During Arona anone		

		Notwithstanding any reference to exhitection in Clause 10		
		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		
		·		
12		b the Purchaser shall pay any amount due to the Supplier.		
12		Scope of Supply		
		The Goods and Related Services to be supplied shall be as specified in the Schedule		
12		of Requirements.		
13		Delivery and Documents		
		Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the		
		Related Services shall be in accordance with the Delivery and Completion Schedule		
		specified in the Schedule of Requirements. The details of shipping and other		
14		documents to be furnished by the Supplier are specified in the SCC.		
14		Suppliers Responsibilities  The Supplier shall supply all the Goods and Polated Services included in the Scane		
		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		
		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		
		accompanied by invoices describing, as appropriate, the Goods delivered and		
		Related Services performed, and by the documents submitted pursuant to GCC		
		Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.		
	16.3	Payments shall be made promptly by the Purchaser, within ninety (90) days after		
		submission of an invoice or request for payment by the Supplier, and after the		
		Purchaser has accepted it		
	16.4	The currencies in which payment shall be made to the supplier under this contract		
		shall be Indian currency unless otherwise agreed.		
17	17.1	Taxes and Duties		
		For goods manufactured outside India, the Supplier shall be entirely responsible for		
		all taxes, stamp duties, license fees, and other such levies imposed outside India.		

	17.2	For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to				
		the Purchaser.				
	17.3	If any tax exemptions, reductions, allowances or privileges may be available to the				
		Supplier in India, the Purchaser shall use its best efforts to enable the Supplier to				
		benefit from any such tax savings to the maximum allowable extent or country				
		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) day				
		of the notification of contract award, provide a performance security for the				
		performance of the Contract in the amount specified in the SCC				
	18.2	The proceeds of the Performance Security shall be payable to the Purchaser as				
		compensation for any loss resulting from the Supplier's failure to complete its				
		obligations under the Contract.				
	18.3	As specified in the SCC, the Performance Security, if required, shall be				
		denominated in the currency(ies) of the Contract or in a freely convertible currency				
		acceptable to the Purchaser; and shall be in one of the format stipulated by the				
		Purchaser in the SCC, or in another format acceptable to the Purchaser.				
	18.4	Performance security should remain valid for a period of sixty days beyond the				
		date of completion of all contractual obligations of the supplier including warranty				
		obligation.				
	18.5	Bid security shall be refunded to the successful bidder within 30 days of receipt of				
		performance security.				
19		Copyright				
		The copyright in all drawings, documents, and other materials containing data and				
		information furnished to the Purchaser by the Supplier herein shall remain vested in				
		the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier				
		by any third party, including suppliers of materials, the copyright in such materials				
		shall remain vested in such third party.				
20	20.1	Confidential Information				
		The Purchaser and the Supplier shall keep confidential and shall not, without the				
		written consent of the other party hereto, divulge to any third party any documents,				
		data, or other information furnished directly or indirectly by the other party hereto				
		in connection with the Contract, whether such information has been furnished prior				
		to, during or following completion or termination of the Contract. Notwithstanding				
		the above, the Supplier may furnish to its Subcontractor such documents, data, and				
		other information it receives from the Purchaser to the extent required for the				
		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.  The Purchaser shall not use such documents, data, and other information received				
	20.2	from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier				
		shall not use such documents, data, and other information received from the				
		Purchaser for any purpose other than the performance of the Contract.				
	20.3	The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however,				
	20.3	shall not apply to information that:				
		shan not appry to information that.				

		a	Now or hereafter enters the public domain through no fault of that party;		
		b	can be proven to have been possessed by that party at the time of disclosure and		
			which was not previously obtained, directly or indirectly, from the other party; or		
		c	otherwise lawfully becomes available to that party from a third party that has		
	20.4	The	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		
			he Contract in respect of the Supply or any part thereof.		
	20.5		provisions of GCC Clause 20 shall survive completion or termination, for		
		wha	ntever reason, of the Contract.		
21	21.1	Subcontracting			
			Supplier shall notify the Purchaser in writing of all subcontracts awarded under		
			Contract if not already specified in the bid. Such notification, in the original bid		
			later on shall not relieve the Supplier from any of its obligations, duties, consibilities, or liability under the Contract.		
	21.2		contracts shall comply with the provisions of GCC Clauses 3 and 7.		
22	22.2		cifications and Standards		
		Tec	hnical Specifications and Drawings		
		a	The Goods and Related Services supplied under this Contract shall conform to		
			the technical specifications and standards mentioned in Section-VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard		
			shall be equivalent or superior to the official standards whose application is		
			appropriate to the Goods' country of origin or India.		
		b	Wherever references are made in the Contract to codes and standards in		
			accordance with which it shall be executed, the edition or the revised version		
			of such codes and standards shall be those specified in the Schedule of		
			Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be		
			treated in accordance with GCC Clause 33.		
23	23.1	Pac	kaging and Documents		
			Supplier shall provide such packing of the Goods as is required to prevent their		
			hage or deterioration during transit to their final destination, as indicated in the		
			ntract. During transit, the packing shall be sufficient to withstand, without		
			tation, rough handling and exposure to extreme temperatures, salt and		
		precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and			
			the absence of heavy handling facilities at all points in transit.		
	23.2		packing, marking, and documentation within and outside the packages shall		
			apply strictly with such special requirements as shall be expressly provided for in		
			Contract, including additional requirements, if any, specified in the SCC, and in		
24		any other instructions ordered by the Purchaser.  Insurance			
24			ess 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							
		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							
	27.2	respective responsibilities of the Purchaser and the Supplier)  The Supplier may be required to provide any or all of the following services.							
	25.2	The Supplier may be required to provide any or all of the following services,							
		including additional services, if any, specified in SCC:							
		a performance or supervision of on-site assembly and/or start up of the supplied Goods;							
		b furnishing of tools required for assembly and/or maintenance of the supplied							
		Goods;							
		c furnishing of a detailed operations and maintenance manual for each							
		appropriate unit of the supplied Goods;							
		d performance or supervision or maintenance and/or repair of the supplied							
		Goods, for a period of time agreed by the parties, provided that this service shall							
		not relieve the Supplier of any warranty obligations under this Contract; and							
		e training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in							
		assembly, start-up, operation, maintenance, and/or repair of the supplied							
		Goods.							
	25.3	Prices charged by the Supplier for incidental services, if not included in the Contract							
		Price for the Goods, shall be agreed upon in advance by the parties and shall not							
		exceed the prevailing rates charged to other parties by the Supplier for similar							
		services otherwise shall be at the cost of suppliers.							
26	26.1	Inspections and Tests  The Supplier shall at its own expense and at no cost to the Durcheson correct out all							
		The Supplier shall at its own expense and at no cost to the Purchaser carry out all							
		such tests and/or inspections of the Goods and Related Services as are specified in							
	26.2	the SCC.  The inspections and tests may be conducted on the premises of the Supplier or its							
	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							
		another place in India as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable							
		facilities and assistance, including access to drawings and production data, shall be							
		furnished to the inspectors at no charge to the Purchaser.							
	26.3								
		The Purchaser or its designated representative shall be entitled to attend the tests							
		and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser							
		bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.							
	26.4								
		Whenever the Supplier is ready to carry out any such test and inspection, it shall give							
		a reasonable advance notice, including the place and time, to the Purchaser. The							
		Supplier shall obtain from any relevant third party or manufacturer any necessary							
		permission or consent to enable the Purchaser or its designated representative to							
	26.5	attend the test and/or inspection.							
	26.5	The Purchaser may require the Supplier to carry out any test and/or inspection not							
1		required by the Contract but deemed necessary to verify that the characteristics and							
1	performance of the Goods comply with the technical specifications codes and								

	29.1	Patent Indemnity						
29	20.1	Supplier under the Contract.						
		without prejudice to any other rights which the Purchaser may have against the						
		such remedial action as may be necessary, at the Supplier's risk and expense and						
		specified in the SCC; the Purchaser may proceed to take within a reasonable period						
	28.6	If having been notified, the Supplier fails to remedy the defect within the period						
	20.5	to the Purchaser.						
		SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost						
	28.5	Upon receipt of such notice, the Supplier shall, within the period specified in the						
		inspect such defects.						
		thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to						
		together with all available evidence thereof, promptly following the discovery						
	28.4	The Purchaser shall give notice to the Supplier stating the nature of any such defects						
		mentioned by supplier whichever period concludes later unless mutually agreed.						
		and accepted at the final destination indicated in the SCC, or warranty period						
	20.5	after the Goods, or any portion thereof as the case may be, have been delivered to						
	28.3	Unless otherwise specified in the SCC, the warranty shall remain valid for 24 Months						
		from design, materials, and workmanship, under normal use in the conditions prevailing in India.						
		shall be free from defects arising from any act or omission of the Supplier or arising						
	28.2	Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods						
	20.5	materials, unless provided otherwise in the Contract.						
		current models, and that they incorporate all recent improvements in design and						
		The Supplier warrants that all the Goods are new, unused, and of the most recent or						
28	28.1	Warranty						
		may terminate the Contract pursuant to GCC Clause 33.						
		percentage specified in those SCC. Once the maximum is reached, the Purchaser						
		of delay until actual delivery or performance, up to a maximum deduction of the						
		price of the delayed Goods or unperformed Services for each week or part thereof						
		damages, a sum equivalent to the percentage specified in the SCC of the delivered						
		other remedies under the Contract, deduct from the Contract Price, as liquidated						
		period specified in the Contract, the Purchaser may without prejudice to all its						
		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						
27		Liquidated Damages  Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all						
27		notice pursuant to GCC Sub-Clause 26.4.						
		and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a						
		or make alterations necessary to meet the specifications at no cost to the Purchaser,						
		by the purchaser, shall either rectify or replace such rejected Goods or parts thereof						
	and/or inspection or do not conform to the specifications. The Supplier, if permitted							
	26.7	The Purchaser may reject any Goods or any part thereof that fail to pass any test						
		and/or inspection.						
	26.6	The Supplier shall provide the Purchaser with a report of the results of any such test						
L		Completion Dates and the other obligations so affected.						
		Contract, due allowance will be made in respect of the Delivery Dates and						
		manufacturing and/or the Supplier's performance of its other obligations under the						
		the Contract Price. Further, if such test and/or inspection impedes the progress of						
		expenses incurred in the carrying out of such test and/or inspection shall be added to						
		standards under the Contract, provided that the Supplier's reasonable costs and						

		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	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,						
	20.2	quarantine restrictions, and freight embargoes.						
	30.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser						
		in writing of such condition and the cause thereof. Unless otherwise directed by the						
		Purchaser in writing, the Supplier shall continue to perform its obligations under the						
		Contract as far as is reasonably possible, and shall seek all reasonable alternative						
	20.2	means for performance not prevented by the Force Majeure event.  The Supplier shall not be lighter for forfaiture of its Performance Security, liquidated.						
	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						
31	31.1	of Force Majeure.  Change Orders and Contract Amendments						
31	31.1	The Purchaser may at any time order the Supplier through notice in accordance GCC						
		Clause 8, to make changes within the general scope of the Contract in any one or						
		more of the following:						
		a drawings, designs, or specifications, where Goods to be furnished under the						
		Contract are to be specifically manufactured for the Purchaser;						
		b the method of shipment or packing;						
		, .						
22	22.1	d the Related Services to be provided by the Supplier.						
32	32.1	Extensions of Time						
		If at any time during performance of the Contract, the Supplier or its subcontractors						
		should encounter conditions impeding timely delivery of the Goods or completion						
		of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify						
		the Purchaser in writing of the delay, its likely duration, and its cause. As soon as						
		practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the						
		situation and may at its discretion extend the Supplier's time for performance, in						
		which case the extension shall be ratified by the parties by amendment of the						
		Contract.						

	32.2	Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.						
33	33.1	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						
		<ul><li>pursuant to GCC Clause32;</li><li>b if the Supplier fails to perform any other obligation under the Contract; or</li></ul>						
		c if the Supplier, in the judgment of the Purchaser has engaged in fraud and						
		corruption, as defined in GCC Clause 3, in competing for or in executing the Contract						
		In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.						
	33.2	Termination for Insolvency						
		The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.						
	33.3	Termination for Convenience						
		a The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.						
•	b The Goods that are complete and ready for shipment within twenty-eight (28 days after the Supplier's receipt of notice of termination shall be accepted b the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:							
		<ul> <li>(i) to have any portion completed and delivered at the Contract terms are prices; and/or</li> <li>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and part previously procured by the Supplier.</li> </ul>						
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.D.Lenin Singaravelu, Associate Professor, Department of Production Engineering						
GCC 1.1 (j)	The Project Site(s)/Final Destination(s) is/are :						
	Department of Production Engineering, NIT Tiruchirappalli.						
GCC 5.1	The language shall be: <b>English</b>						
GCC 8.1	For notices, the Purchaser's address shall be:						
	Attention : Dr.D.Lenin Singaravelu, Associate Professor						
	Street Address : <b>Department of Production Engineering</b>						
	Floor/ Room number :-						
	City : TIRUCHARAPPALLI						
	ZIP Code : 6 2 0 0 1 5						
	Country : India						
	Phone : 0431 2503500						
	Electronic mail address: <u>dlenin@nitt.edu</u>						
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						
	arbitrator appointed by The Director, NITT, unless otherwise agreed.						
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are :						
	(i) An airway bill						
	(ii) Insurance Certificate,						
	(iii) Manufacturer's or Supplier's Warranty Certificate,						
_	(iv) Inspection Certificate issued by nominated inspection agency,						
	(v) Supplier's factory shipping details etc.						
	(vi) The above documents shall be received by the Purchaser before arrival						
	of the Goods and, if not received, the Supplier will be responsible for						
CCC 15 1	any consequent expenses.  The prices charged for the Goods supplied and the related Services.						
GCC 15.1	The prices charged for the Goods supplied and the related Services						
GCC 16.1	performed <b>shall not</b> be adjustable.  GCC 16.1. The method and conditions of payment to be made to the Supplier.						
GCC 10.1	GCC 16.1—The method and conditions of payment to be made to the Supplier						
	under this Contract shall be as follows:						

	Payment for Goods supplied from abroad :			
	Payment of foreign currency portion shall be made in Indian Rupees in the			
	following manner:			
	(i) On Shipment & Delivery: Ninety (90%) percent of the Contract Price of the			
	Goods shipped shall be paid through irrevocable confirmed letter of credit			
	opened in favor of the Supplier in a bank in its country, upon receiving			
	equipment in good condition and documents specified in GCC Clause 13.1			
under Section-VII.				
(i) On Acceptance: Remaining (10%) percent of the Contract				
Equipment received shall be paid within thirty (30) days of receip				
	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 & commission				
certificate provided by the Purchase Initiator. and acceptance certificate				
	satisfactory installation and functioning.			
GCC 18.1 A Performance Security shall be required @ 3% of contract price.				
GCC 18.3				
GCC 10.5	Guarantee/Bank Deposit Reciept/Demand Draft			
	If required, the Performance security shall be denominated in <b>Indian Rupees</b> .			
GCC 23.2	The packing, marking and documentation within and outside the packages shall			
	comply strictly with such special requirements as shall be expressly provided for in			
	the Contract.			
GCC 24.1	The insurance coverage shall be as specified in the <b>Incoterms</b> .			
	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			
	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 speci				
	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			
CCC262	by the user.  The Inspections and tests shall be conducted at the Department where the			
GCC 26.2	The Inspections and tests shall be conducted at the Department where the equipment is installed. For the rest please refer to GCC 26.1.			
GCC 27.1	The liquidated damage shall be: <b>0.5%</b> per week			
GCC 21.1	The inquidated damage shall be. 0.5 /0 per week			

GCC 27.1	GCC 27.1 The maximum amount of liquidated damages shall be: 5%							
GCC 28.3	The period of validity of the Warranty shall be <b>24 Months</b> from date of acceptance/							
	satisfactory installation of the equipment.							
	For purposes of the Warranty, the place(s) of final destination(s) shall be the							
	Department where the equipment is installed.							
	The Supplier shall, in addition, comply with the performance and/or consumption							
	guarantees specified under the Contract ( <b>if any</b> ). 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 <b>0.5% per</b>							
	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.	Bid Security Declaration 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 to Bidders;
2.	I/We meet the eligibility requirements and have no conflict of interest;
3.	I/We have not been suspended nor declared ineligible 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(Rupeesonly) as Earnest
	Money is enclosed. The Draft is drawn onBank payable at Tiruchirappalli.
9.	The following have been added to form part of this tender.
	(a) Samples of items quoted for, as per instructions provided in the schedule of

make

only

duly

signed

and

requirement.

(b) Schedule of requirements, quoting the

stamped.(without indicating price)

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

Or

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

Or

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

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

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

Name of the Bidder*	:				
GSTIN Number of the Bidder					
NSIC / MSME REGISTERED BIDDERS DETAILS ( <b>IF APPLICABLE</b> ) [THE SCANNED COPY OF THE CERTIFICATE TO BE UPLOADED IN THE EMD SECTION]					
MSME Registration Number & Validity of the Certificate					
NSIC Government Registration Number & Validity of the Ceriticate					
Name of the person duly authorized to sign	:				
the Bid on behalf of the Bidder**					
Title of the person signing the Bid	:				
Signature of the person named above	:				
Date signed	:				
*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder  **: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.					
Yours faithfully,					
(Signature of bidder)					
Dated this day of					
Address:					
Telephone No.:					
E-mail	-	Company seal			

#### **Tender Form**

#### (Priced Bid)

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

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 ofrequirement.
- 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 ofQuantity-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:

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

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

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

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

To: [insert complete name of Purchaser]

#### **WHEREAS**

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

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

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

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

Title: [insert title]

Dated on \_\_\_\_\_day of \_\_\_\_\_\_, \_\_\_\_[insert date of signing]

### (For E- Tender) (Annexure – II) PROCESS COMPLIANCE/ACCEPTANCE OF TENDER CONDITIONS FORM

### The Form has to be submitted in the Letter Head of the Firm/Company/Enterprises along with appropriate Sign & Seal)

The Director, National Institute of Technology, Trichy – 15

Sub : Acceptance to the Process related & Terms and Conditions for the- E-tendering.

Ref.: The Terms & Conditions for e-Tendering mentioned in Tender.

No. : \_\_\_\_\_

Sir,

We hereby confirm the following,

The undersigned is authorized representative of the company. We have carefully gone through the NIT Tiruchirappalli, Tender Documents and the Rules governing the Limited Tender along with this document. We have examined and have no reservations to the Bidding Documents, including addendum (if any). We offer to supply in conformity with the Bidding Documents and in accordance with the condition of contact specified in this tender document. We will honour the Bid submitted by us during the Limited Tender. We give undertaking that if any mistake occurs while submitting the bid from our side, we will honour the same.

Bid Securing Declaration: - We accept that if we withdraw or modify Bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in this bids document, we will be suspended / blacklisted / banned for contracts with National Institute of Technology, Tiruchirappalli.

We are aware that if NIT Tiruchirappalli has to carry out e-tender again due to our mistake, NIT Tiruchirappalli has the right to disqualify us for this tender when refloated. We confirm that NIT Tiruchirappalli shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit offer on the E-tendering site due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, digital signature certificate or any other unforeseen circumstances etc. Our bid shall be valid for the period from the date fixed for the bid submission deadline & it shall remain binding upon us and accepted at any time before the expiration of bid validity period as per this tender.

If our bid is accepted, we commit to provide a performance security at 3% of purchase value in Bank Guarantee /Fixed Deposits for due performance of the contract as per NIT Tiruchirappalli policy and warranty-guarantee as per tender specification or agrees as per contract. We understand that this bid, together with your written acceptance thereof included in your notification of award/placement of order, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive. We accept that the competent authority in NIT Tiruchirappalli will have full right to reject any/all offer(s) without assigning any reason thereof and does not bind itself to accept the lowest or any other tender and full authority to postpone the tender issue date, submission /opening date or to alter any other condition of tender /cancellation of this tender, as per policy/committee recommendations of NIT Tiruchirappalli at any stage without assigning any reason thereof for which no claim from whomsoever will be entertained. I/We the undersigned have read the entire terms and conditions of this Tender document and we are fully agreeable to the terms and conditions mentioned herein. The decision of competent authority of NIT Tiruchirappalli with respect to this Tender-Result will be fully agreeable and binding on us.

This letter can be treated as signed and acceptance copy of tender documents and the forms submitted as signed by competent authority of firm submitting this tender and there is no need to submit separate signed copy of tender document.

Competent Authority of the Firm/Company/Enterprises to sign:

Name Designation Contact Details

Date with stamp & seal of organization:

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

То						I	Date:	/	/			
Nat		Technology, 0 015, Tamil Nadu ation for release of p	navmeni	t / dues	from	Nationa	1 Inet	itute	of Te		<u></u>	gy
50		ppalli through Elect							OI IC		.010	gy,
1.	Name of the Pa	arty / Firm / Comp	any / Ir	nstitute	Э	:						
	2. Address of the Party :											
	. CityPin Code											
		Mobile No:										
5.	Permanent Acc	count Number										
6.	Particulars of B	Bank:		•	<							
	Bank Name:			Branc	h Nan	ne:						
	PIN Code:			Branc	h Cod	e:						
	IFS Code:(11 d	igit alpha numeric	code)									
	Account Type	Savings		Cu	rrent	1 1		Cash	Cred	it		<u> </u>
	Account Numb	er:										
dela Dir adv of c	DECLARATION  I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Director, National Institute of Technology Tiruchirappalli responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.  Place:											

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

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

### **Table of Forms**

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

### **Tender Acceptance Letter**

(To be given on Company Letter Head)

				Date:	
Sub: A	Acceptance of Terms & Conditions	of Tender.			
Tender	er Reference No. :				
Name o	of Tender / Work :			70.	
Dear S	Sir,				
1.	I/We have downloaded/ obtained the web site(s)namely:	the tender documen	t(s) for the a	above mentioned 'Tender/Work' fro	m
	as per your advertisement, gi	ven in the above mo	entioned we	ebsite(s)	
2.				ditions of the tender documents fro	m
2.	PageNo.	to		(including all documents li	
		-		greement and I/we shall abide here	
3.	The corrigendum(s) issued from ti into consideration, while submitti		-	organisation too have also been take	en
4.	I/We hereby unconditionally acc corrigendum(s) in itstotality/entire		ditions of al	bove mentioned tender document(s	s)/
5.	In case any provisions of this ter	nder are found vio	olated, then	n your department/organisation sha	all
	without prejudice to any other ri	ght or remedy be	at liberty to	o reject this tender/bid including the	he
	forfeiture of the full said earnest r	noney deposit abso	lutely.		
	Yours Faithfully,				
	Yours Faithfully,				
	(Signature of the Bidder, with C	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(ifa	any)
(d)	Special Conditions of Contract	

- (e) General onditions of Contract
- (f) the Specification (including Schedule of Requirements and Technical Specifications)
- (g) the completed Schedules (including 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 toaone-time extension of this guarantee for a period not to exceed [sixmonths] [oneyear], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of theguarantee."

This	guarantee	is subject	to the	Uniform	Rules	for Dema	nd Gua	rantees	(URDG)	2010	Revision,	ICC
Publi	cation No.	758, excep	ot that th	ne support	ing state	ement und	er Artic	le 15(a)	is hereb	yexclu	ded.	

[signature(s)]

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

### **Option 2: Performance Bond**

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

WHEREAS the Cont	ractor has entered into	a written Agreemen twith th	ie Purchaser da	ated the
Day	of,20	, for [name of con	tract and bi	riefdescription
of				
Goods and related S	ervices] in accordance	with the documents, plans	, specification	s, and amendments
thereto, which to the	extent herein provided	d for, are by reference made	e part hereof	and are hereinafter
referred to as the Con-	tract			

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

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

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

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

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

In testimony whereof, the Supplier has has caused these presents to be sealed			
legal representative, this		dayof	20.
			<b>)</b>
SIGNED ON			behalf
of			
By	in	the	capacity
of			
In			the
presenceof			
	10		
SIGNED ON	on		behalf
of	Oll		Ochan
01			
By	in	the	capacity
of			
In the presence of			

### Help Page to Web load the documents in E-Tender Portal For Cover Wise Uploading The Tender Documents

#### AFTER LOGGING IN TO THE BIDDER'S LOGIN

### **COVER WISE TO BE UPLOADED DOCUMENTS**

**COVER - 1** 

Cover No	Cover Type	Document Type	Description	Remarks
1	Fee	.pdf	Scanned Copy of duly filed signed EMD Bid security declaration Form	Scanned Copy of EMD Bid security declaration
COV	ER - 2			
2	PreQual	.pdf	Declaration by the firm that it has never been black-listed	Self declaration by the firm duly signed & stamped
		.pdf	Profile of each Bidder and past experience in supply of the material	Previous supplies to the Govt. Institutions / Govt. Organisations.
		.pdf	True copy of Permanent Account Number	Scanned copy of PAN CARD of the firm
		.pdf	Details of Goods and Service Tax (GSTIN) along with a copy of certificate	GSTIN Registration certificate
		.pdf	Manufacturers authorization certificate	The form available in Part – 4 Section IX to be filled in by the Manufacturer/ OEM in the Manufacturer / OEM letter head with the Signatory name, Designation, Phone Number,
		.pdf	Checklist for Bid/Tender Submission	Duly filled and signed and stamped Checklist for Bid / Tender Submission available in the page no.3
		.pdf	Copy of the last three years audited balance sheet of your firm	Audited Balance sheet of the firm for the last three years

COVER – 3

<u> </u>	<u>ER – 3</u>			
Cover No	Cover Type	Document Type	Description	Remarks
3	Technical	.pdf	Tender Forms (Techno Commercial Un-Priced Bid and Tender Acceptance Letter)	Techno commercial Un- priced bid and duly filled and signed Tender Acceptance letter available in Part – 4 Section IX
		.pdf	Scanned Copy of Completion Schedules	Previous supplies and installation along with completion certificate
		.pdf	Technical Bid (brochures /pamphlets)	Brochure / Pamphlet of the quoted Make & Models along with the specifications
		.pdf	Scanned Copy of written confirmation authorizing the signatory of the Bid to commit the Bidder	Authorising the signatory of the bid to commit the bidder in (written confirmation)
		.xls	Technical Bid	Duly filled-in Technical Excel file in 97-2003 format
		.pdf	Technical Bid	Duly filled-in and signed Technical bid in PDF
COV	ER - 4			
4	Finance	.pdf	Scanned Copy of Tender form (Priced Bid)	Duly filled and signed Tender Form (Price Bid) available in Part – 4 Section IX
		.xls	воо	Duly filled in Price Bid Excel file in 97-2003 format
		.pdf	Scanned copy of item wise breakup of price bid	Item wise breakup of price bid in PDF (duly signed)