



NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

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Phone: 0431-2503113

e-Procurement Notice

Ref: NITT/F.NO.007/REV.EXP.31/2019-20/PRM

Dated: 14.06.2019

Online tenders are hereby invited **in two cover system** from reputed Social Media Firms/Agency for **Providing Social Media Management Services at National Institute of Technology, Tiruchirappalli.**

Bidders can download complete set of bidding documents from e-procurement Platform <http://eprocure.gov.in/eprocure/app> from **14.06.2019 (06.00 PM)** onwards. **Bidders need to submit the bids online by uploading all the required documents through <http://eprocure.gov.in/eprocure/app>.**

Last Date/ Time for receipt of bids through e-procurement is } **03.07.2019 (11.00 AM) (Server time).**

Late bids shall not be accepted.

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

CRITICAL DATE SHEET

Published Date	14.06.2019 (06.00PM)
Bid Document Download Start Date	14.06.2019 (06.00PM)
Clarification Start Date	Not Applicable
Clarification End Date	Not Applicable
Pre bid meeting Venue of Pre-bid Meeting	Not Applicable
Bid Submission Start Date	14.06.2019 (06.00PM)
Bid Submission End Date	03.07.2019 (11.00AM)
Bid Opening Date(Technical)	04.07.2019 (11.00AM)
Bid Opening Date(Price)	Will be announced after technical evaluation

Note : * Bidder should submit the EMD as specified in the tender [Scanned copy of the EMD Document (i.e. DD (or) Bank Guarantee (or) EMD Exemption document (i.e.) NSIC / MSME Certificate to be uploaded in the respective tender's Cover-1 Fee cover at E-procurement Portal].

The hard copy should be posted / couriered / handed over in person to the Despatch Section of 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.



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Tender Document (e - Procurement)

Tender Notification No	:	NITT/F.NO.007/REV.EXP.31/2019-20/PRM
Date	:	14.06.2019
Name of the Department	:	Public Relations and Media Cell, NITT
Name of the component	:	Tender for Hiring Social Media Management Agency at National Institute of Technology, Tiruchirappalli-15
Quantity required	:	As per the Specification
EMD Amount	:	Rs. 40000/- (Rupees forty thousand only)
Last Date & Time of submission of Tender	:	03.07.2019 (11.00 AM)
Address for submission of Tender	:	THE DIRECTOR, NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI- 15 KIND ATTENTION TO: Dr. K.N. Sheeba Public Relations and Media Cell, NITT
Date & Time of opening of technical bid	:	04.07.2019 (11.00 AM)



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Tender Notice

1. Online Tenders are invited under **Two-Cover Bid System** i.e., Technical Bid and Price Bid in separate covers from reputed, experienced and financially sound Social Media Management.
2. Firms/Agencies for **Social Media Management services at the National Institute of Technology, Tiruchirappalli.**
2. The tender documents can be downloaded from the website:
<https://www.nitt.edu/home/other/tenders/> and
<https://www.eprocure.gov.in/eprocure/app>
3. Interested agency should submit their bid in the prescribed format in the CPP portal <https://www.eprocure.gov.in/eprocure/app>. Incomplete or partial responses are liable to be rejected. The bid should clearly state the roles and responsibilities for the individual agencies in providing the services. In the techno-commercial evaluation the agencies will be compared for the respective roles /responsibilities. An agency is bidding for the tender should meet the eligible criteria stated in the tender documents.



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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 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?	
4.	Have you attached the copies of relevant work orders from Govt. Depts. / PSUs and Central Autonomous Bodies?	
5.	EMD: Have you submitted EMD asked for (as specified in BDS).	
6.	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)	
7.	Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial unpricedbid?	
8.	Have you submitted the bids both techno commercial unpriced and priced bid separately for each tender?	
9.	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

NIT, Tiruchirappalli



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INTRODUCTION

National Institute of Technology, Tiruchirappalli (herein after referred to as Institute/NITT) is an Institute of National Importance, functioning under the control of Ministry of Human Resource Development (MHRD), Government of India. At present, over 6000 students are pursuing their engineering education in NITT.

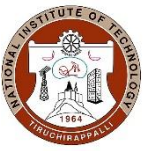
With a view to outsource the Social Media Management services at NITT, this tender is floated. The successful bidder has to provide Social Media Management services.

The bidder shall have proven capabilities of providing total such services, on turnkey basis.

DEFINITIONS

Unless repugnant to the subject or context of usage, the following expressions used shall carry the meaning hereunder respectively assigned to them.

1. The expression “Institute” occurring in the tender document shall mean NITT.
2. The expression “Bidder” shall mean the tenderer who submits the tender for the work.
3. The expression “Contractor” shall mean the successful bidder selected by the Institute for carrying out the subject work.
4. “The Registrar” shall mean any representative of the Institute authorized to act as the Officer In-charge of the work or any specified part thereof.
5. “Work” and “Scope of work” shall mean the totality of the work/services of Social Media Management and related services by expression or implication envisaged in the contract and shall include all labour required for commencement, performance, provision or completion thereof.
6. “NITT” shall mean National Institute of Technology, Tiruchirappalli.
7. “Contract” shall mean the contract for the work and shall include the tender document, the specifications, general and special terms and conditions of contract of NITT, the letter of acceptance and the acceptable rates/bill of quantities in price bid, deed of contract, etc.
8. “Competent Authority” shall mean the Director, NIT Trichy or any other Officer/Officer-In Charge designated by The Director, NITT for the purpose of this work/tender pertaining to the NITT for the conduct of the defined social media services.



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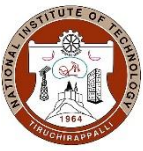
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Section – I Instructions for Online Bid Submission

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 enrolment / registration of the contractors / bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
2. Bidder should register for the enrolment in the e-Procurement site using the “Online Bidder Enrolment” option available on the home page. Portal enrolment is generally free of charge. During enrolment / 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 enrolment / 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 / Smart Card, should be registered.
5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
6. Contractor / Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
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 bids online.
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



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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 very fast.

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 of bids.
15. Bidder should submit the Tender Fee / EMD as specified in the tender. The hard copy should be posted / couriered / given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
17. The details of the DD / any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
18. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
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 be rejected.

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 the tender.
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 bid submission.



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



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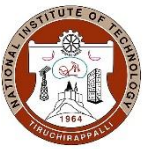
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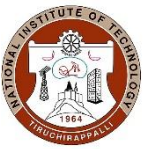
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Section II. Instructions to Bidders

A.General	
1	SCOPE OF BID
	<p>Tender for Selection of Service Provider For Social Media Management & Development of Content for Social Media as per Specifications. Through out these Bidding Documents unless the context otherwise requires:“</p> <p>a. ‘in writing ’ means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;</p> <p>b. “ Institution means National Institute of Technology, Tiruchirappalli’</p>
2	ELIGIBLE 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 Representative 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 is under 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: <ul style="list-style-type: none"> (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract.
2.4	A foreign firm and individual may be ineligible if as a matter of law or regulations, India prohibits commercial relations with the country of bidder.
2.5	A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as

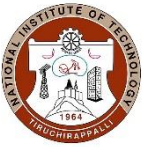


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		the Purchaser shall reasonably request.
3	CONTENTS OF BIDDING DOCUMENT	
3.1		The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.
3.2		The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
3.3		Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre- Bid meeting (if any), or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
3.4		The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as required by the Bidding Documents.
4	CLARIFICATION OF BIDDING DOCUMENTS, SITE VISIT, PRE-BID MEETING	
4.1		A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS.
4.2		The Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods. The costs of visiting shall be at the Bidder's own expense
4.3		The Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
4.4		The Bidder is advised to submit any questions in writing to reach the Purchaser not beyond one week preceding the meeting.
4.5		Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting. Absence in the pre-bid meeting shall not be a cause for disqualification of a Bidder.
5	Amendment of Bidding Document	
5.1		At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by corrigendum. In case of e-procurement, corrigendum / amendment shall be published on http://eprocure.gov.in/eprocure/app .
5.2		Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser. The Purchaser shall also promptly publish the addendum on the Purchaser's webpage.
5.3		The Purchaser may, at its discretion to give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, extend the deadline for the submission of bids.

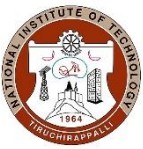


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C.PREPARATION OF BIDS	
6	LANGUAGE OF BID :
	The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
7	Documents Comprising the Bid The tender/Bid shall be submitted online in two part, viz., Technical Bid and Commercial Bid.
7.1	TECHNICAL BID The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:
a	Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender Acceptance Letter,);
b	Scanned copy of the completed Schedules
c	Scanned copy of Bid Security or copy of proof for submission of Tender Document Fee/ Earnest Money Deposit etc.;
d	Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;
e	Scanned copy of documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted and the Bidder's eligibility to bid;
f	Scanned copy of <ul style="list-style-type: none"> i. documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin and ii. conform to the Bidding Documents, and iii. any other document required in the BDS;
g	Scanned copy of Pre-Qualification Details as per Section-IV like PAN/GST etc.
h	EMD Returning Form.
i	Mandate Form For Electronic Fund Transfer/RTGS Transfer.
j	Technical Bid. All the original documents as well as the original payment instrument like Demand Draft/Bank Guarantee /Pay order or banker cheque of any scheduled bank against EMD, samples as specified in this tender document have to be sent to the address of the Purchaser mentioned in Bid Data Sheet (BDS) by speed post/courier/by hand on or before bid Submission closing date & time. Beyond that the tender shall be summarily rejected without assigning any reason.
7.2	COMMERCIAL BID The commercial bid comprises of: <ul style="list-style-type: none"> i. Scanned copy of Tender Form (Price Bid)



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		<p>ii. Price BID in the form of BoQ_XXXXX.xls.</p> <p>iii. Scanned copy of item wise break up of price bid.</p> <p>The Price bid format is provided a BoQ_XXXXX.xls along with this Tender Document at http://eprocure.gov.in/eprocure/app. Bidders are advised to download this BoQ_XXXXX.xls and quote their offer/rates in the prescribed column. Bidders can quote Basic Price in INR or CURRENCY (for other than INR) but it is mandatory to quote taxes/levies in INR only, in the prescribed column and upload the same in the commercial bid.</p>
	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		<p>Tender Forms (Technical and Price) and Price Schedule(BOQ)</p> <p>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.</p>
9		<p>Alternative Bids</p> <p>Unless otherwise specified in the BDS, alternative bids shall not be considered</p>
10	10.1	<p>Bid Prices and Discounts</p> <p>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.</p>
		a All lots (contracts) and items must be listed and priced separately in the Price Schedules (BOQ).
		b The price to be quoted in the Tender Forms shall be the total price of the bid, excluding any discounts offered.
		c The Bidder shall quote any discount and indicate the methodology for their application in the Tender Forms.
		d Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS A bid submitted with an adjustable price quotation shall be treated as non- responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
	10.2	Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time.
	10.3	Prices shall be quoted as specified in each Price Schedule (BOQ) as provided. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
		a For Goods manufactured in India: <ol style="list-style-type: none"> 1. GST payable on the Goods, if the contract is awarded to the Bidder ;

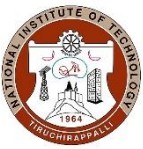


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			and 2. The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS ;
		b	For Goods manufactured outside 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;
		c	For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements: 1. The price of each item comprising the Related Services (inclusive of any applicable taxes)
11		Currencies of Bid and Payment: The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS. The Bidder shall quote in Indian Rupees.	
12	12.1	Documents Establishing the Eligibility and Qualifications of the Bidder To establish Bidder's their eligibility, Bidders shall complete the Tender Form (Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX, Bidding Forms.	
	12.2	The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:	
		a	that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IX, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India;
		b	that, if required in the BDS, in case of a Bidder not doing business within India, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;
13	13.1	Period of Validity of Bids Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.	
	13.2	In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. A Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD). A Bidder acceding to the request will neither be required nor permitted to modify the bid.	
14	14.1	Bid Security The Bidder shall furnish as part of its bid, a bid security, as specified in the BDS, in original form the amount and currency as specified in the BDS.	
	14.2	If a bid security is specified , the bid security shall be a	
		a	Demand Draft



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		b	An unconditional guarantee issued by a Bank. of a reputed source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside India, the issuing financial institution shall have a correspondent financial institution located in India to make it enforceable The bid security shall be valid for forty five (45) days beyond the original validity period of the bid, or beyond the extended period.
	14.3		If a Bid Security is specified, any bid not accompanied responsive Bid Security, shall be rejected by the Purchaser as non-responsive.
	14.4		The successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
	14.5		The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
	14.6		The Bid Security of the bidder may be forfeited or the Bid Securing Declaration executed:
		a	if he withdraws from the bid during the period of bid validity specified by the Bidder on the Tender Forms, or any extension thereto provided by the Bidder ; or
		b	if he being successful Bidder fails to: <ul style="list-style-type: none"> i. sign the Contract; or ii. furnish a performance Security
D.SUBMISSION AND OPENING OF BIDS			
15			Sealing and Marking of Bids: The Bidder shall submit the bids electronically, through the e-procurement system (http://eprocure.gov.in/eprocure/app). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.
16			Deadline for Submission of Bids: The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
17			Late Bids: The e-Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission
18			Withdrawal, Substitution, and Modification of Bids: A Bidder may withdraw, substitute, or modify its bid on the e-procurement system before the date and time specified but not beyond. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Tender Forms or any extension thereof Modification/Withdrawal of the Bid sent through any other means shall not be considered by the Purchaser.
19	19.1		Bid Opening: The Purchaser shall open the bids as per electronic bid Opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e- procurement system. Specific bid opening procedures are laid down at http://eprocure.gov.in/eprocure/app under the head “Bidders Manual Kit”. The tenderer/bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those tenderers shall be opened whose technical bids qualify.



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

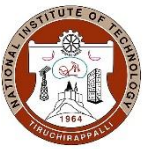


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		preference shall not apply.
25	25.1	Evaluation of Bids: The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	25.2	To evaluate a Bid, the Purchaser shall consider the following:
	a	Evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price.
	b	price adjustment due to discounts offered;
	c	converting the amount resulting from above, if relevant, to a single currency
	d	price adjustment due to quantifiable nonmaterial nonconformities in;
	25.3	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	25.4	The Purchaser's evaluation of a bid shall exclude and not take into account:
	a	In the case of Goods manufactured in the India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
	b	in the case of Goods manufactured outside India, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
	c	any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
	25.5	The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.
26		Comparison of Bids: The Purchaser shall compare the evaluated prices of all substantially responsive bids established to determine the lowest evaluated bid. The comparison shall be on the basis of CIP-Carriage and Insurance Paid to (place of destination) prices for imported goods and EXW – Ex Works (named place of delivery) prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within India, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
27	27.1	Qualification of the Bidder: The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria.
	27.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
	27.3	An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
28		Institutes Right to Accept any Bid and to Reject any or all bids: The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby

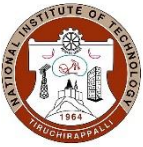


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		incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
F.AWARD OF CONTRACT		
29		Award Criteria: The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided the Bidder is determined to be qualified to perform the Contract satisfactorily.
30		Purchasers Right to vary Quantities at Time of Award: At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
31	31.1	Notification of Award: 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 Contract 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



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		acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in India.
	33.2	Failure of the successful Bidder to submit the above- mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.



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SECTION 3 PREQUALIFICATION AND ELIGIBILITY CRITERIA

1.A) The bidder should have registered with concerned authorities for undertaking Social media management related services. Copy of registration certificate to be submitted,

1.B) The bidder should have at least 1(one) successfully executed/ Ongoing contract in the last 5 years in providing Social Media Management and Development of content for social media services to any Reputed Academic Institutions preferably with IITs, NITs, Research Institutes etc. / Government Departments/Organisations / Public Sector Undertakings / Public Sector Banks /Corporate sectors etc. for providing Social Media Management Services.

a) The bidder should have successfully completed 3 (three) similar Social Media Management services having value of each of the contract not less than Rs.3.35 Lakhs (Rupees Three Lakhs thirty five thousand only).

OR

b) The bidder should have successfully completed two similar Social Media Management Services having value of each of the contract not less than Rs.5.50 Lakhs (Rupees Five Lakhs fifty thousand only).

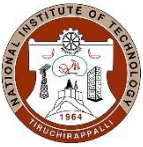
OR

c) The bidder should have successfully completed one similar Social Media Management Services having value not less than Rs.11.00 Lakhs (Rupees Eleven Lakhs).

OR

d) In case of running/ongoing similar social media management service contracts, bidders should submit part completion certificate from the employer for executed value of Rs.11 Lakhs (Rupees Eleven Lakhs) before technical bid opening.

3. A complete list of clients serviced **year wise in the chronological order** and certificate from the Clients with respect to completion and performance of the bidder shall be enclosed with the Technical bid.
4. The bidder shall have average annual turnover of Rs.11Lakhs (Rupees Eleven Lakhs) in the last 3 financial years. Net worth of the firm should be positive in the immediate preceding financial year. Copies of Audited Balance sheet and Profit & Loss Account to be submitted as proof.
5. The bidder should be registered with the Government Authorities such as GSTN Tax, Labour and Income Tax Authorities and a copy of the registrations shall be attached with the Technical bid.
6. **The contractor must undertake to pay Minimum rates of wages to the workers engaged as per the relevant orders of Central Government (For Minimum wages, Refer GoI order, F.No.1/13.(3)/2017-LS-II, dated 06/10/2017, order related to Industrial Workers – Under “B” area applicable to Tiruchirappalli). They shall**



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furnish a notarized affidavit to the effect that the workers going to be employed under contract would be paid minimum wages as per the relevant orders of Central Government and all statutory requirements with respect of ESI, EPF, Gratuity, Bonus and Contract Labour regulations and abolitions Act etc., would be complied.

7. The bidder should not have been blacklisted by any Central or State Government organization. The tendering bidders shall have to submit notarized affidavit on a stamp paper of appropriate value to this effect that they have not been blacklisted or their dealings with the Government Department have not been banned.

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria.

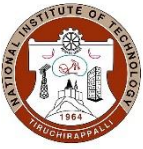
A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose.

All documentary proof must be listed on the letter pad of the company and uploaded along with the Technical document.

SECTION 4 SITE VISIT

The bidders who wish to visit the site may do so on any working day between 10 AM to 4 PM before scheduled bid opening date.

The prospective bidders are advised to visit the site and acquaint themselves with the ground realities, working conditions, schedule of work, and standard of our requirements, supervision and commitment needed under the contract. Prospective bidders may also submit their doubts/questions/clarifications, if any.



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SECTION 5 BID DATA SHEET (BDS)

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

Sl. No.	A. General	
1.	The reference number of the Invitation for Bids is NITT/F.NO.007/REV.EXP.31/2019-20/PRM Dated : 14.06.2019	
2.	The Purchaser is The Director, NIT Tiruchirappalli. Kind Attention To : Dr.K.N.Sheeba, Associate Professor, Public Relations and Media Cell	
	B. Contents of Bidding Documents	
3.	For Clarification of bid purposes only, the Purchaser's address is Public Relations and Media Cell, National Institute of Technology, Tiruchirappalli, 620015 Attention : Dr.K.N.Sheeba, Associate Professor Public Relations and Media Cell Address : National Institute of Technology, Tiruchirappalli, Floor / Room number : - City : Tiruchirappalli ZIPCode : 620015 Country : India Telephone : +91 431 2503113 E-Mail : sheeba@nitt.edu	
4.	Web page	: http://eprocure.gov.in/eprocure/app
5.	A site visit shall not be organized by the purchaser.	
6.	A Pre-Bid meeting date and venue	: NA



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Sl. No.	C. Preparation of Bids
1.	The language of the bid is : English . All correspondence exchange shall be in English . Language for translation of supporting documents and printed literature is English .
2.	The Bidder shall submit the following additional documents in its bid: NA
3.	Alternative Bids shall not be considered.
4.	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
5.	Place of Destination: National Institute of Technology, Tiruchirappalli, 620015.
6.	Final destination (Project Site): Public Relation & Media Cell, Public Relations and Media Cell, National Institute of Technology, Tiruchirappalli, 620015.
7.	The prices shall be quoted by the bidder 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 : NA
9.	After sales service : is Required.
10.	The bid validity period shall be 90 Days.
11.	EMD / Bid security Rs. 40,000/- (Rupees Forty thousand only) shall be paid by the way of Demand Draft (DD) / Bank Guarantee (BG) in favour of The Director, National Institute of Technology, Tiruchirappalli and should be valid for a period of 45 days beyond the BID validity period. All tenders received without EMD / Bank Security shall be rejected.
12.	Other types of acceptable securities: NA



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Sl. No.	D. Submission and Opening of Bids
1.	<p>For bid submission purposes only, the address is Assistant Registrar (S&P), Stores and Purchase Section, National Institute of Technology, Tiruchirappalli, 620015.</p> <p>Attention : Dr.K.N.Sheeba/ Associate Professor StreetAddress : National Institute of Technology, Tiruchirappalli, City : Tiruchirappalli ZIP/PostalCode : 620 015 Country : India</p> <p>The deadline for bid submission is : Date and Time : 01.07.2019 11.00 a.m.</p> <p>The electronic bidding opening procedures shall be as given in Section I-Instructions for Online Bid Submission.</p>
2.	<p>The bid opening shall take place at : Stores and Purchase Section, National Institute of Technology, Tiruchirappalli - 620015.</p> <p>StreetAddress : National Institute of Technology, Tiruchirappalli Floor / Roomnumber : Admininstrative Block City : Tiruchirappalli Country : India</p> <p>Date and Time : 02.07.2019 (11.00 AM)</p> <p>The electronic bidding opening procedures shall be as given in Section I - Instructions for Online Bid Submission.</p>
E. Evaluation & Comparison of Bids and Award of Contract	
3.	<p>Evaluation & Award shall be made as per Section-2 of tender documents on overall lowest basis.</p> <ol style="list-style-type: none">1. Only the commercial bids of technically qualified bidders will be opened.2. The bidder should submit the performance report for ongoing and completed contracts.3. Bidder should attach the relevant documentary proof with technical bid for the above evaluation scheme.

Sl. No.	F. Award of Contract
1.	<p>The maximum percentage by which quantities may be increased is :<i>NA</i></p> <p>The maximum percentage by which quantities maybe decreased is:<i>NA</i></p>



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Part - 2 Supply Requirements



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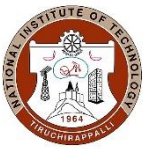
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SECTION 6 Scope of services

6.1 DETAILED SCOPE OF SERVICE

Technical Specifications and Standards	
Name of the Service	Selection of Service Provider For Social Media Management & Development of Content for Social Media
<p>Specification:</p> <p><u>Social media management</u></p> <p>a) The service provider shall create and maintain complete accounts on social media platforms for NIT-Trichy including but not limited to Facebook, Twitter, Linked In, YouTube. Instagram, Pinterest and Google AdWords</p> <p>b) Facilitate coverage of all major events, festivals, conferences, workshops, convocations and Annual day functions on social media based on content provided.</p> <p>c) Update the visual presence on all social media platforms by creating new ideas, themes, features and links.</p> <p>d) Update daily information related to NIT-T in form of blogs, text, pictures, audio and video.</p> <p>e) Release surveys, contests, campaigns on all platform in consulting NIT-T.</p> <p>f) Support and update all queries received from all platforms that may or may not require inputs from NIT-T and reply done within a given time schedule.</p> <p>Continuous monitoring and support to be done 24/7 and on a domestic basis travel has to be taken care off.</p> <p>g) Provide feedback on important content put on social media regarding NIT-T and propose counter-measures and/or follow up.</p> <p><u>Development of content For social media:</u></p> <p>h) The service provider shall develop content for all social media platforms for NIT-T based on stories and priorities set by NIT-T.</p> <p>i) The service provider should create and conceptualize content with required special effects, including graphics, text, picture, audio and video, on a continuous basis.</p> <p>j) Periodic content with interviews and news stories related to NIT-T Faculty</p>	



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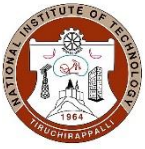
- k) members, Projects, Visits, Students and Researchers in leading media.
- l) The content should be suitable for social media platforms to increase the NIT-T brand growth in all verticals.
- m) Coordinate with the social media management team for efficient dissemination of the content.
- n) f. Provide adequate staff at NIT-T for developing content, covering stories, interviewing, making reports (text, videos and photographs) and arranging for coverage in the print media.

Manpower Required at Institute	Yes
If Yes then details	An in house official from the agency to carry out the above activities to be deployed.
Duration of contract Period	1 year
Payment Term	Quarterly payment of the annual charges quoted.
Performance Security (5-10)%	5%
Mobilization of service	One week

6.2 OTHER TERMS AND CONDITIONS

GENERAL

1. Bids submitted after the deadline shall not be accepted under any circumstances whatsoever.
2. Any conditional bid shall not be considered and will be out rightly rejected in the very first instance.
3. The bidder shall quote the Technical and Price bids as in the CPP portal and to be uploaded by the bidders.
4. The Earnest Money will be forfeited if the bidder rescinds from the offer.
5. The bidder should include the list of firms where they have provided similar services at least in the last 3 years, along with name, phone and fax number of the contact person there, so that references for their services can be obtained, if required.
6. NITT being an Educational Institution, the contractor will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner.
7. All personnel/employees/workmen employed by the agency shall be, preferably, in the age group of 21–55 with good health and sound mind. The personnel/employees /workmen of the agency shall be liable to security screening by the Security Staff/Agencies deployed by NITT.
8. The agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NITT.



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9. The agency shall appoint fully qualified and competent workers, appropriate operations-in-charge personnel should be deployed by the agency, at their own cost, to ensure that the services rendered by them are of good and the responsibility and obligations undertaken by them are carried out to utmost satisfaction of the NITT. The agency as an employer of its employees/workmen shall have exclusive right to appoint, substitute, suspend and terminate the services of any of their employees / workmen to fulfil their obligations under this agreement with enough reasons for doing so, with approval of the institute authority.
10. The employees/workmen employed by the agency shall always be under the direct and exclusive control and supervision of the agency and the agency may transfer its employees / workmen and in accordance with their needs, provided in consultation with the Registrar, the officer designated by the Director, NITT. Adequate and necessary numbers of employees / workmen are deployed by the agency for fulfilment of their contractual obligations under this agreement. It shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by him, fulfil the obligations undertaken by the Service Provider under this agreement and the Service Provider shall provide such employees / workmen at his own cost, with such equipment and other paraphernalia as may be considered necessary.
11. The number and staff required for services shall be met by the contractor. The tenderer should have sufficient number of permanent employees on roll, specifically qualified and trained for Social Media Management services as per tender requirement.
12. The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed by NITT, before the commencement of work:
 - a. List of Manpower short listed by agency for deployment at NITT, containing full details i.e. date of birth, marital status, address etc.;
 - b. Bio-data of the persons with passport size photograph
 - c. Character certificate from a Gazetted officer of the Central / State Government or certificate of verification of antecedents of persons by local police authority.
 - d. Their deployment will be only after the approval of the Registrar, /the designated officer.
13. The selected agency shall provide name badges and identity cards, bearing the photograph of the personnel and personal information such as name, date of birth, age and identification mark etc. to the personnel deployed at the NITT.
14. Any theft or damage caused due to negligence of the contractor shall be borne by the contractor. Appropriate amount of penalty after due consideration and hearing will be imposed by Director, NITT or an officer nominated by him on his behalf, and the same will be deducted from the monthly bill of the contractor.
15. NITT will not be responsible for any injury, accident, disability, or loss of life to the contractor or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the contractor. The contractor has to make his own arrangements



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towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.

16. Compliance of policy regulation viz., payment of central government minimum wages act, employer's liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the contractor. In this regard the contractor at all-time should indemnify NITT against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action deemed to be fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the NITT authority for verification and record.
17. The initial contract is for a period of one year and it may be extended up to a maximum period of three years, subject to satisfactory service and on mutually acceptable terms and conditions at the sole discretion of NIT Trichy.

LEGAL

The bidder should not disclose the confidential matters of the "Institute" without the written permission of the "NITT" to any one. The bidder should not propaganda / providing false informations without the knowledge of "Institute" and if any of such mis-leading of informations found, will be viewed seriously and necessary actions initiated against the bidder including penalty and termination of contract.

For all intents and purposes, the bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed at NITT, for contractual services.

1. The selected agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. NITT, shall in no way, be responsible for settlement of such issues whatsoever. NITT shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
2. The manpower deployed by the contractor shall not have any claims of Master and Servant relationship vis-à-vis NITT nor have any principal and agent relationship with or against NITT.
3. The manpower deployed by the contractor for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of NITT, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will not have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in NITT. The Contractor should communicate the above to all the manpower deployed in NITT by the contractor.



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4. The selected agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government. The bidder will maintain proper record as required under the Law / Acts. The contractor shall be responsible for fulfilling the requirement of all the licenses and other statutory provisions of Minimum Wages Act.

The authorized representative of Institute & officials of the concerned ministries shall be entitled to inspect these records at any time. In general, the contractor shall be responsible for strict compliance of all statutory provisions of the relevant laws applicable from time to time for carrying out the contract job. If due to any reason whatsoever, Institute is made liable to pay any liabilities payable by the contractor under any of the said laws and enactments etc. for any reason whatsoever, the Institute shall recover the same from any dues payable by Institute to the contractor and/or from the security deposit of the contractor.

5. The selected agency will be responsible for compliance of all statutory provisions relating to Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it at NITT.
6. The selected agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to NITT to concerned tax collection authorities from time to time as per extant rules and regulations.
7. The selected agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of NITT or any other authority under Law.
8. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by NITT.
9. In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof NITT is put to any loss / obligation, monetary or otherwise, NITT will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms
10. The selected agency will indemnify NITT from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.
11. In the event of any dispute under this tender/ contract, the same shall be referred to sole arbitrator appointed by the Director, NITT. The award of the arbitrator shall be final and binding on the parties to the contract. If any dispute/legal issues are not settled through arbitration, then legal jurisdiction would be Tiruchirappalli only.

FINANCIAL

1. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage) / Price Bid (Second competitive stage) shall be returned to them without any interest. However, the E.M.D. in respect of the successful bidder shall be adjusted towards the Performance Security Deposit. Further, if the agency fails to deploy manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice and the contract will be terminated.



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2. The Successful Bidder has to furnish Security Deposit equivalent to 5% contract value in the form of demand draft or Bank guarantee drawn in favour of The Director, NITT payable at Tiruchirappalli. Alternatively, 50% of this security deposit can be furnished in the form of Demand Draft and the remaining 50% will be deducted from the monthly bills at the rate 10% of each monthly bill value. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the service provider.
3. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited besides annulment of the contract.
4. The agency shall raise the bill quarterly, in duplicate, along with requisite documents and submit the same to The Officer-Incharge, Press and Media Cell of NITT, after disbursement of wages to the contract labourers of the quarter. As far as possible the payment will be released within 15 days from the date of submission of bills in all respects.
5. The claims in bills regarding GSTIN, if applicable, should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of NITT.
6. All other charges (other than statutory levies) will remain fixed during the duration of the contract.



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SECTION 7 EXPERIENCE AND QUALIFICATION OF STAFF

The experience, qualification of the staff being deployed by the Agency should be:

1. The person deployed should have good experience and exposure in Social Media Management services of reputed academic institutions. Fluency in Tamil, English, and Hindi ~~and at least one local language~~ are essential.
2. The service personnel being engaged by the Agency should be polite, smart and physically sound.

SECTION 8 HANDLING OF ASSETS

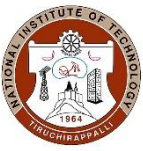
The fittings, fixtures, furniture's and all other items etc. if any provided by the Institute, will be properly handed over after making signed by institute representative.

SECTION 9 TERMS OF PAYMENT

1. Payment shall be released on quarterly basis after verification and certified by the designated executive in charge for this job by NITT for the services provided on receipt of pre-receipted bill (in triplicate, at accepted bill of quantities), after invoice entry and certification the satisfactory services have been rendered during the month.
2. Payment will be made within 15 days of submission of bills, in favour of the contractor (in the name of the firm/agency, as per award of contract and agreement) after making necessary deductions (Income Tax/TDS, surcharge, other statutory taxes, losses, penalty etc.). The GST (if applicable, as per rules) shall be paid on submission of documentary proof.
3. The contractor need to provide details of his Bank Account number, name and address of the bank, Branch and Branch Code and IFSC code etc., to facilitate payment through bank (e-payment process).
4. NITT authority will have the right to inspect the books of accounts of the firm/agency.

SECTION 10 PERFORMANCE SECURITY DEPOSIT

5. The Successful Bidder has to furnish Security Deposit equivalent to 5% contract value in the form of demand draft or Bank guarantee drawn in favour of The Director, NITT payable at Tiruchirappalli. Alternatively, 50% of this security deposit can be furnished in the form of Demand Draft and the remaining 50% will be deducted from the monthly bills at the rate 10% of each monthly bill value. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the service provider. The security deposit shall not carry any interest and shall be forfeited in case the contractor, who fails to discharge its duties/commitments or whose contract is terminated pre-maturely. The security money



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so deposited with the Institute will be released after three months of expiry of agreement period [viz. 39 months] if not extended otherwise.

SECTION 11 TERMINATION OF CONTRACT

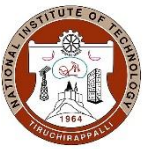
1. If the services of the contractor are not found satisfactory they will be issued a written notice for improvement by the NITT authority. If satisfactory improvement is not found (within 2 weeks) after this notice, penalty for poor service will be imposed. Two-month notice will be issued to the contractor by the NITT authority to terminate the contract without prejudice to any rights or privileges accruing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligation.
2. Independently, NITT reserves the right to terminate the contract by giving a two-month notice to the agency.
3. In case the contractor is required (or decide otherwise) to discontinue the contract, he/she should give at least three months notice to NITT and shall remain essentially working for the said period of notice, till alternate arrangements are made.
4. In case or situation, beyond the control of either party, the contract may be terminated with mutual consent by giving two-month notice.
5. The Institute in any/either situation will not be under any obligation to pay compensation or make good the payment for the notice period, for which services are not rendered.
6. In case of breach of any terms and condition attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited, beside annulment of the contract or other lawful action that may be taken against the contractor.

SECTION 12 DAMAGES AND LOSSES

All the equipment's and the items at site stands at the risk and sole charge of the contractor who shall deliver in proper condition at the time of annual stock taking to be done by NITT. Any shortfall shall be immediately made good by the contractor by replacement. If the same is not replaced within one month of stock taking, the amount shall be recovered from the dues/bills of the contractor. The contractor or his representative shall be present during the stock taking. If the contractor or his representative does not make them available, the stock taking shall be conducted in their absence, and which will be binding on them. For losses, if any due to natural calamity or any other act of god, beyond the control of either party, NITT will replenish the same, as per obligation mentioned above.

SECTION 13 COMPLAINTS

The contractor shall maintain the record any suggestion/complaints on performance of services, by the staff and produce to NITT or its representatives for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid their re-occurrence. The contractor shall attend to all the complaints and address as early as possible to the satisfaction of NITT.



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SECTION 14 MISBEHAVIOUR OF EMPLOYEES

1. The employees of the contractor shall maintain strict discipline and not use any violent, abusive or offensive languages while inside the premises and as well as in the off-site performing the responsibilities / tasks of NITT. Smoking and consuming alcohol inside the premises is strictly prohibited. In the case of misbehaviour, NITT has the right to terminate the contract. It will be mandatory for the contract agency to brief their personnel in advance and apprise them of the conduct, expected for them, while working in an institution of national importance. Nothing prevents NITT to advise the contractor about any such issue, or any erring personnel engaged by the contractor, which warrant urgent action, in the interest of work and its fast disposal.
2. The selected agency shall not involve in any unethical activities with anyone employed at the Institute. Involvement in any such activity shall entail a penalty of Rs. 10,000/- for the first incident. Subsequent occurrence of such incidents will entail in termination of the contract without any notice.
3. Any personnel deployed by the Agency, refuses work or creates indiscipline would have to be immediately replaced with the consent of the Registrar, the designated officer. NITT reserves the right, to ask the Agency to terminate the services of any of the Agency's employees immediately on grounds of noncompliance of duties or if found guilty of misconduct. NITT will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Agency.
4. In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.

SECTION 15 PENALTY

Deduction on account of unsatisfactory services etc., will be made from the monthly bill. The recovery will be as decided by the Registrar, the designated officer. The methodology for deduction will be as under:

1. In case on non-performance and poor service by the Agency, NITT may, at its discretion, recover Liquidated Damages upon recommendation of In-charge. In the event of appeal, the decision of Director, NITT shall be final and binding upon the Agency.
2. In case of unforeseen or peculiar circumstances, the decision of the Registrar and Officer in-charge, so far as imposition of penalty is concerned, shall be final.

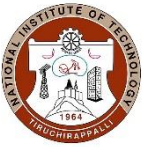


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Part - 3 Contract



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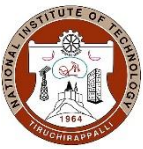
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SECTION 16 GENERAL CONDITIONS OF CONTRACT

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Section 16 General Conditions of Contract	
1	Definitions: The following words and expressions shall have the meanings hereby assigned to them:
a	“NITT” means National Institute of Technology, Tiruchirappalli established under societies Registration Act XXVII of 1975.
b	“Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
c	“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.
l	“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.
o	“The Project Site,” where applicable, means the place named in the SCC.

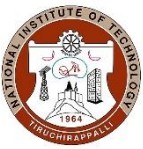


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2	Contract Documents: Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
3	Corrupt and Fraudulent Practices: The Institute requires compliance with its policy against the corrupt and fraudulent practices as set forth Section- V. The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
4	Interpretation
4.1	The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
4.2	Amendment No amendment or other variation of the Contract shall be valid unless it is reduced to writing, dated, expressly refers to the Contract, and is signed by the duly authorized representative of each party thereto.
4.3	Non waiver
	a Subject to GCC, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
	b Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
4.4	Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
5	5.1 Language: The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in any language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, such translation shall govern.
	5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
6	Joint Venture, Consortium or Association: If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.



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7	7.1	Eligibility: The Bidder should not have been declared insolvent by the competent court.
	7.2	The Bidder should not be disqualified for contract under the law of the India.
	7.3	The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law or any other Law for the time being in-force.
	7.4	The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. Nationality must be disclosed by the supplier
	7.5	All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
8	8.1	Notices Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
	8.2	A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
9	9.1	Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.
	9.2	Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
	a	Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
	b	by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
10	10.1	Settlement of Disputes The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	10.2	If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to settle the issue by arbitration, as hereinafter provided, as to the matter in dispute, no arbitration in respect of the matter be commenced unless such notice is given in accordance with this Clause for the final settlement of the matter. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
	10.3	All questions, disputes and differences arising shall be referred by the The Director, National Institute of Technology, Tiruchirappalli to the sole arbitrator for arbitration under the provision of the Arbitrations and Conciliation Act, 1996.
11		Obligations During Arbitrations Notwithstanding any reference to arbitration in Clause 10,
	a	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
	b	the Purchaser shall pay any amount due to the Supplier.
12		Scope of Supply



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		The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
13		Delivery and Documents Subject to GCC Sub-Clause 33.1, the Delivery of the Goods / Services and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
14		Suppliers Responsibilities The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
15	15.1	Contract Price Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
16	16.1	Terms of Payment Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies appropriate to the requirement made. However, in following cases advance payments may be made if specified in SCC:
	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 fifteen (15) 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 or origin, the supplies shall provide benefit from any such tax sowing to the purchaser.
	17.4	GST Concession for Items Purchased for Research Purpose If the item/product purchased for research purpose the institution has a GST exemption of 5% as per vide no:45/2017 and 47/2017.
18	18.1	Performance Security: If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC
	18.2	The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

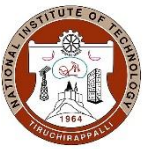


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	18.3	As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser 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 imposed on the Supplier under GCC Clause 20.
	20.2	The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
	20.3	The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
	a	Now or hereafter enters the public domain through no fault of that party;
	b	can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
	c	otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
	20.4	The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
	20.5	The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
21	21.1	Deleted
22	22.2	Specifications and Standards Technical Specifications and Drawings
		a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section-V, Quality and Scope of Services, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate

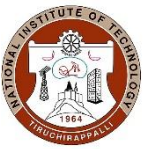


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		to the Goods' country of origin or India.
		b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified 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		Deleted
24		Deleted
25		Deleted
26		Deleted
27		<p>Liquidated Damages</p> <p>Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 33.</p>
28	28.1	<p>Warranty</p> <p>The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p>
	28.2	<p>Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.</p>
	28.3	<p>Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or warranty period mentioned by supplier whichever period concludes later unless mutually agreed.</p>
	28.4	<p>The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p>
	28.5	<p>Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p>
	28.6	<p>If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
29	29.1	<p>Patent Indemnity</p> <p>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,</p>

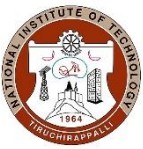


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		damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered.
	29.2	If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
	29.3	The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
30	30.1	Force Majeure For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, wars or revolutions ,fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	30.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably possible, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
	30.3	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
31	31.1	Change Orders and Contract Amendments The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
	a	drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
	b	the method of shipment or packing;
	c	the place of delivery; and
	d	the Related Services to be provided by the Supplier.
32	32.1	Extensions of Time 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.



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33	33.1	<p>Termination for Default</p> <p>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:</p>
	a	if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 32;
	b	if the Supplier fails to perform any other obligation under the Contract; or
	c	if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract
		In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
	33.2	<p>Termination for Insolvency</p> <p>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.</p>
	33.3	<p>Termination for Convenience</p>
	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	<p>The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect :</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices ; and/or</p> <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p>
34		<p>Assignment</p> <p>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.</p>



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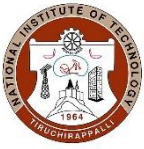
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SECTION 17 SPECIAL CONDITIONS OF CONTRACT

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. This SCC also includes the Sections under part 2 of this tender document.

GCC Clause Ref. No.	SCC
GCC 1.1 (i)	The Purchaser's country is: India.
GCC 1.1 (k)	The Purchaser is: THE DIRECTOR, NIT TIRUCHIRAPPALLI KIND ATTENTION TO : Dr.K.N.Sheeba, Associate Professor, Public Relations and Media Cell
GCC 1.1 (j)	The Project Site(s)/Final Destination(s) is/are: Public Relations and Media Cell, NIT TIRUCHIRAPPALLI.
GCC 5.1	The language shall be: English
GCC 8.1	For notices, the Purchaser's address shall be : Attention : The Officer Incharge Street Address : Public Relations and Media Cell Floor/ Room number : - City : TIRUCHARAPPALLI ZIP Code : 6 2 0 0 1 5 Country : India Phone : 0 4 3 1 - 2 5 0 3 1 1 3 Electronic mail address : sheeba@nitt.edu
GCC 9.1	The governing law shall be the law of India.
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows : <i>Contracts with Supplier / service provider for arbitral proceeding</i> In the case of a dispute between the Purchaser and a Supplier / service provider, 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 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 16.1	As in Section 8 Terms of Payment under Part 2 of this tender.
GCC 18.1	A Performance Security shall be required @ 5% of contract price.
GCC 18.3	As in Section 9 Performance Security Deposit under Part 2 of this tender
GCC 27.1	The liquidated damage shall be: 0.5% per week
GCC 27.1	The maximum amount of liquidated damages shall be: 5%
GCC 28.3	The period of validity of the Warranty shall be NA from date of acceptance/satisfactory installation of the equipment.



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	<p>For purposes of the Warranty, the place(s) of final destination(s) shall be the Department where the equipment is installed.</p> <p>The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract (if any). If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(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</p> <p>(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5% per week of actual value of the equipment (maximum 5%).</p>
GCC 28.5	The period for repair or replacement shall be: 10 days



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SECTION 18 FORMAT FOR SUBMITTING TECHNICAL BID (ANNEXURE – I)

(All the required documents mentioned in the following table to be uploaded in this E-Tender at the E-Tender portal and the originals wherever required to be submitted in a separate sealed envelope to the Tender Inviting Authority)

Sl. No.	Description	Information/ Compliance
1.	Do you unconditionally agree with all Terms and Conditions stipulated in the Tender Document?	
2.	Have you satisfy the pre-qualification criteria set out in SECTION 2 of this tender document	
3.	Details of EMD remittance	Amount: Rs.: DD Number : Date : Name of Bank : Payable at :
4.	Name and Address of the Applicant/ bidder with Telephone/ Fax/ Mobile and Mail ID	
5.	Year of Establishment / Incorporation / commencement of Business	
6.	Legal Status of the bidder (In the case of Partnership Firm, authenticated copy of Partnership Deed, in the case of Private or Public Limited Company authenticated copy of Memorandum and Articles of Association and in the case of Proprietary concern, Proprietary Firm Registration Certificate should be enclosed as documentary proof)	
7.	Bio data or Profile containing name, educational qualifications, occupation and postal address of Proprietor / Partners/ Directors/ Managing Director/ Chairman and Managing Director (please use separate sheet if found necessary)	
8.	Name, designation and Phone number of persons authorized to sign the documents on behalf of the Proprietary concern/ Partnership Firm/ Private or Public Limited company (Please attach Power of Attorney / authorization for signing the document. In	



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	the case of Proprietary concern bidder may submit attested copy of the PAN card / Election Commission Card / Passport of the Proprietor and authorized signatory in case of proprietor is not signing the tender document)		
9.	Name and Designation of the Contact Person/ Representative/ Manager of the Agency/ firm/ company with mobile number & email ID		
10.	ANNUAL TURNOVER FROM SOCIAL MEDIA MANAGEMENT SERVICES DURING THE LAST THREE YEARS. (Copy of the Annual Accounts duly certified by the Chartered Accountant to be enclosed)	Year	Annual Turnover of the Operation & Maintenance Services (Rupees in Lakhs)
		2016-17	
		2017-18	
		2018-19	
11.	Average Annual Turnover in last three years from Social Media Management services.	Rs. _____ in lakhs	
12.	Are your firm/ company carrying out any other trade/ business in addition to Social Media operations? Furnish particulars of other trade/ business carried out.		
13.	Total experience (years/ months) in Social Media Management services fields..		
14.	Have your concern/ firm/ company ever changed its name any time? If yes, provide the previous name and the reasons there for?		
15.	Were the company /firm ever required to suspend Operation of Social Media Management services for a period of more than six months continuously after you commenced the Social Media Management services? If YES, state the reasons.		



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16.	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.	
17.	Income Tax Permanent Account Number (Self attested Copy of PAN Card to be enclosed)	
18.	Income Tax Assessment Completion Certificates/ Assessment Orders for the financial years 2016-17, 2017-18 and 2018-19 (In the event of assessment of the years indicated having not been completed the certificate of the latest assessment completed may be enclosed and the reasons for non-completion of the assessment for the required years may be indicated)	
19.	Have you registered under Employees State Insurance Corporation Act (ESI) Act? If so, enclose copy of the registration certificate. Also provide a copy of latest remittance made by your agency/ firm/ company	
20.	Have you registered Under Employees Provident Fund (EPF) and Miscellaneous Provisions Act? If so, enclose copy of the registration certificate. Also provide a copy of the latest remittance, if any, made by your firm towards EPF.	
21.	GSTIN Number (Self attested Proof to be attached).	
22.	Copy of Service Tax / GSTIN Returns, if any, filed, for the last three years i.e., 2016-17, 2017-18 and 2018-19 along with proof of payment of service tax / GST during the said three years	
23.	Name and address of your banker	
24.	Bidders Solvency (Original certificate for an amount of Rs.25 lakhs from the banker to be enclosed) (photocopy of the solvency	

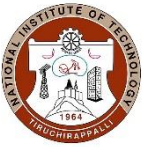


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			<p>certificate will be accepted. However, bidders have to submit the original certificate prior to the opening of Price Bid).</p>				
25.		<p>Number of MANPOWER presently with the firm Whether the bidder registered with Contract Labour(Regulation and Abolition)</p>					
26.		<p>Brief details of Litigations, if any, connected with Social Media Management Services work, Current or during the last three years, the opposite party and the disputed amount.</p>					
27.		<p>Specify whether there are any issues / disputes against your agency/ firm/ company before the commissioner of Provident Fund, Employees State Insurance, Labour Tribunal Authorities, etc.,</p>					
28.		<p>Give details of Termination of previous contract, if any. Hiding of facts regarding previous (unsatisfactory) services & Non-performing if any shall be seriously viewed and lead to rejection of bid.</p>					
29.		<p>Give information, if any, regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved</p>					
30.		<p>Details of Experience in Academic/Government sectors etc. i.e. Completed/ On-Going Contracts. (a) Order Copy, Contract/ Agreement copy should be enclosed. If required, please attach extra sheets.</p>					
		<p>Name and address of the client Institution with name, address, mobile number and Email ID of the Officer to whom reference may be made.</p>	<p>Period of Contract</p>	<p>Type of Contract under taken (Please specify)</p>	<p>Executed value</p>	<p>Completion certificate</p>	



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31.	Any other information or document which may help NITT in assessing your capabilities, may be enclosed. The bidder may add any further information that he/she considers relevant for the evaluation of their bid.						
32.	Details of Awards, if any received or Reviews in the Media, if any						
36.	Notarized Affidavit with respect to Section 2 Prequalification And Eligibility Criteria						

Signature and Seal of the bidder with date



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DECLARATION BY THE BIDDER



I/ we hereby certify that the information furnished in this tender document is complete and correct to the best of my knowledge. I/ we understand that furnishing of false information could result in disqualifying for the award of the contract.



I/ We have submitted the requisite solvency certificate and authorize the NITT to approach the Bank issuing the solvency certificate to confirm the correctness thereof.



I/ We also authorize the NITT or its authorized representative to approach individuals, employers, firms and corporation to visit the works completed by us in the past or are in progress at present, to verify the competence and general reputation.



I/ We do hereby offer to perform and execute the social media management Services contract in conformity with terms and conditions of the contract.



I / We agree that the acceptance of any tender shall be at the sole and absolute discretion of the NIT, Tiruchirappalli and they do not bind themselves to accept the lowest tender or any tender and may reject any or all tenders received.



In the event of selection my/ our selection by the NITT, I/ We agree to execute the deed of agreement with the terms and conditions of the Tender Document.

Place:

**Signature of the bidder with
Name and seal**

Date:

Name

Designation



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Section 19 Bidding Forms

Table of Forms

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



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CERTIFICATE & DECLARATION

It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that NIT, Tiruchirappalli is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD/SD and/or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further NIT, Tiruchirappalli is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.

I / We assure the Institute that neither I/We nor any of my/our workers will do any act/s which is improper / illegal during the execution in case the tender is awarded to us.

Neither I/We nor anybody on my/our behalf will indulge in any corrupt activities / practices in my/our dealing with the Institute.

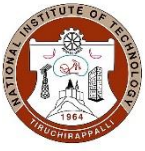
Our Firm/ Company/ Agency was not blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any Other Govt. Organization.

Date

Signature of the Tenderer

Place

Stamp



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Note: This certificate should be executed on duly notarized 100/- NJ Stamp Paper.

Undertaking from the Bidder

From:

M/s-----

(Tenderer)

To: The Director

NIT Tiruchirappalli

Tiruchirappalli- 462066

SUB: " Providing Social Media Management Services at National Institute of Technology, Tiruchirappalli "

I/We hereby undertake that

- 1) We Have carefully examined the Tender Document; we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose herewith Earnest Money Deposit for a value of _____ only, in the form of Demand Draft No.----- dated----- issued by-----, in favour of Director, NIT Tiruchirappalli payable at Tiruchirappalli.
- 3) We certify that we have carefully read each and every condition and the scope of work given in the Bid document and having understood the same, we confirm our acceptance without any condition or deviation.
- 4) We agree to keep the Bid valid for a period of 90 days from the date of opening of Bid and it shall remain binding on us and may be accepted at any time before the expiry of that period.
- 5) Should this Bid be accepted, we hereby agree to abide by and fulfill all terms and conditions of the Bid document and in default thereof, to forfeit the earnest money deposit absolutely.
- 6) Unless and until a formal contract is prepared and executed, this Tender Document together with this Undertaking Letter of tenderer thereof shall constitute a binding contract between NIT Tiruchirappalli and us.

Witness:

(Name & Address)

For and on behalf of Director (Seal & signature of the company)



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Date:

Name:

Seal

:



NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: www.nitt.edu

Phone: 0431-2503052

TenderForm

(Techno commercial un-priced Bid)

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

Tender No.

To

The _____

Dear 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 in India;
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 Related Services]***;
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 the tender.
6. I/we shall be bound by a communication of acceptance issued by you.
7. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
8. A crossed Bank Draft in favor of the Director, National Institute of Technology, Tiruchirappalli for Rs. _____ (Rupees _____ .only) as Earnest Money is enclosed. The Draft is drawn on _____ .Bank payable at Tiruchirappalli.
9. The following have been added to form part of this tender.
 - (a) Samples of items quoted for, as per instructions provided in the schedule of requirement.

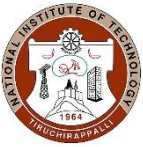


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- (b) Schedule of requirements, quoting the make only duly signed and stamped.(without indicating price)
 - (c) Income Tax Return.
 - (d) Copy of last audited balancesheet.
 - (e) Copy of Valid GST/TAN/TIN.
 - (f) Copy of relevant major purchase orders valuing more than Rs.(_____) estimated cost/- executed during last two years for Govt. Depts., PSUs & Central Autonomous bodies..
 - (g) Proof of manufacturing Unit, dealership certificate/general ordersuppliers.
 - (h) Statement of deviations from financial terms & conditions, if any.
 - (i) Any other enclosure. (Please give details)
10. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
11. Certified that the bidder is:
- (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 shall constitute 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



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Name of the Bidder*	:	
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



NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

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TenderForm

(Priced Bid)

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

To

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 bidding documents.

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



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

Name of Recipient	Address	Reason	Amount

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

1. 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 of attorney,

Or

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

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

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

Signature of Bidder_____

Dated this day of _____

Details of enclosures_____

Full Address:_____

Telephone No._____

Mobile No.: _____

E-mail: _____

Company Seal



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Bidder Information Form

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

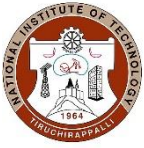
Date : [insert date (as day, month and year) of Bid Submission]

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

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name : <i>[insert Authorized Representative's name]</i> Address : <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers : <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
1. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement. <input type="checkbox"/> In case of Government-owned enterprise or institution, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• 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.



NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

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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.

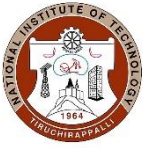
We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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]*



NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

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Phone: 0431-2503052

(TO BE PRINTED IN LETTER PAD OF THE FIRM)

EMD Returning Form

To
The Director
National Institute of Technology,
Tiruchirappalli – 620 015

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

Sir / Madam,

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

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

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

Account Name	
Bank Account Number	
IFSC code	
Bank	

Signature with Seal and Date



NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: www.nitt.edu

Phone: 0431-2503052

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

To

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

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

1. Name of the Party / Firm / Company / Institute :
2. Address of the Party :
3. City _____ Pin Code _____
4. E-Mail _____ Mobile No: _____
5. Permanent Account Number _____
6. Particulars of Bank:

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

DECLARATION

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

Place: _____ Date: __

Signature & Seal of the Authorized Signatory of the Party



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Web: www.nitt.edu

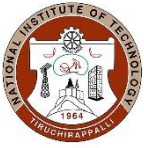
Phone: 0431-2503052

Section :21- 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	



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Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. :

Name of Tender / Work :

Dear Sir,

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: www.nitt.edu

Phone: 0431-2503052

Contract Agreement

This AGREEMENT made the _____ day of _____, 2019
_____ between

National Institute of Technology (NIT), Tiruchirappalli, (hereinafter called the Institute) and
M/s. _____
address _____ (hereinafter called
the Agency).

WHEREAS the Institute is desirous to engage the Agency for _____
_____ and the Institute has accepted a bid by the
Agency for the sum of _____ (Contract price in words and figures,
hereinafter called the Contract Price)

Now this agreement witnesses as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract (Tender document) referred to.
2. The following documents shall deem to form and be read and construed as part of this Agreement viz:
 - a. Complete Tender Document
 - b. The Agency's notification of award.
3. In consideration of the payments to be made by the Institute to the Agency, the Agency hereby covenants with the Institute to provide the services in conformity in all respects with the provisions of the Contract.
4. The Institute covenants to pay the Agency in consideration of the services, 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 above named have executed these presents in the presence of the Witnesses attesting hereunder on the dates and place mentioned herein below:

For and behalf of Agency

For and on behalf of NIT,
Tiruchirappalli

Signature of the authorized
official

Name of the authorized official

Stamp/Seal of the Contractor

WITNESSES:

1. (.....)

Signature of the authorized
official

Name of the official

Stamp/Seal of the Contractor

2. (.....)



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Performance Security Option 1: (Bank Guarantee)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE

To

WHEREAS

.....
(name and address of the supplier) (hereinafter called “the supplier”) has undertaken,
in pursuance of contract no.....
dated to supply

..... (description of
goods and

services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of

..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your present the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch



NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

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Option 2: Performance Bond

Annexure – C

Indemnity Bond

We,....., having a registered office at....., have entered into a contract with NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI, vide contract dated, to provide _____ at NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI situated at Tiruchirappalli. We do hereby indemnify and keep harmless, NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party, employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time. We further undertake to indemnify and keep harmless, NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or no fulfillment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract. We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the authorized bidder with seal



NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

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PERFORMANCE REPORT FORMAT

(Furnish this information for each individual contract in the following format from the employer for whom the contract was executed the latest)

1. Name of contract & Location :
2. Agreement No. :
3. Annual Value of contract :
4. Date of start :
5. Date of completion :
6. Performance report :
- i) Quality of service : Excellent/ Very good/ Good/ Satisfactory/Poor
- ii) Resourcefulness : Excellent/ Very good/ good/ Satisfactory/Poor
7. Any penalty imposed for Bad performance :
8. Any litigation pending :

(Signature)
Senior Level Officer
(Seal of the organization)

Senior Level Officer :

Contact Number :

Place :

Date :

Note

Bidders are permitted to submit performance reports obtained from their previous contractors. But it is mandatory that, bidders should submit the performance report of the previous contractors.



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EMD Returning Form

To
The Director
National Institute of Technology,
Tiruchirappalli – 620 015

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

Sir / Madam,

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

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

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

Account Name	
Bank Account Number	
IFSC code	
Bank	

Signature with Seal and Date



NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

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MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

To

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

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

1. Name of the Party / Firm / Company / Institute :
2. Address of the Party :
3. City _____ Pin Code _____
4. E-Mail _____ Mobile No: _____
5. Permanent Account Number _____
6. Particulars of Bank:

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

DECLARATION

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

Place: _____ Date: _

Signature & Seal of the Authorized Signatory of the Party