

#### NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

#### Web: www.nitt.edu

#### Phone:0431-2503630

#### e-Procurement Notice

#### Ref: NITT/R&C/DST-CRG-008121/2021/CHY/JLN/E1 NITT/R&C/DST-SRG-002206/2021/CHY/BV/E3

Dated: 28.03.2022

Online tenders are hereby invited in two cover system from Indian Nationals for Supply and Installation of Cyro Cooler (Immersion Cooler for low temperature Reaction)

Bidders can download complete set of bidding documents from e- procurement Platform https://eprocure.gov.in/eprocure/app from **28.03.2022** (**12.30PM**) **onwards**. Bidders need to submit the bids online for the interested items by uploading all the required documents through https://eprocure.gov.in/eprocure/app.

**Last Date/ Time for receipt of bids through e-procurement is:** 18.04.2022 (3.00PM) (Server time).

Late bids shall not be accepted.

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

| CRITICAL DATE SHEET              |  |  |
|----------------------------------|--|--|
| Published Date                   | 28.03.2022 (12.30PM)                         |  |
| Bid Document Download Start Date | 28.03.2022 (12.30PM)                         |  |
| Clarification Start Date         | Not Applicable                               |  |
| Clarification End Date           | Not Applicable                               |  |
| Pre bid meeting                  | Not Applicable                               |  |
| Venue of Pre-bid Meeting         | Not Applicable                               |  |
| Bid Submission Start Date        | 28.03.2022 (12.30PM)                         |  |
| Bid Submission End Date          | 18.04.2022 (3.00PM)                          |  |
| Bid Opening Date(Technical)      | 19.04.2022 (3.00PM)                          |  |
| Bid Opening Date(Price)          | Will be announced after technical evaluation |  |

#### **CRITICAL DATE SHEET**

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

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

## NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

#### **DEPARTMENT OF CHEMISTRY**

Web: www.nitt.edu

Phone:0431-2503630



## Tender Document (e - Procurement)

| NITT/R&C/DST-CRG-                                  |
|--|
| 008121/2021/CHY/JLN/E1                             |
| NITT/R&C/DST-SRG-                                  |
| 002206/2021/CHY/BV/E3                              |
| 28.03.2022   |
| DEPARTMENT OF CHEMISTRY                            |
| Supply and Installation of Cyro Cooler             |
| (Immersion Cooler for low temperature<br>Reaction) |
| 2 NOS  |
| Rs 18200/-   |
| 18.04.2022 (3.00PM)                                |
| THE DIRECTOR, NIT                                  |
| TIRUCHIRAPPALLI- 15                                |
| KIND ATTENTION TO:                                 |
| Dr. Baby Viswambharan & Dr N Jothi                 |
| Lakshmi, Assistant Professors,                     |
| DEPARTMENT OF CHEMISTRY                            |
| 19.04.2022 (3.00PM)                                |
|  |

## **Checklist for Bid / Tender Submission**

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

| Sl.No. | Particulars   | Yes / No |
|--------|---|----------|
| 1.     | Have you attached the techno commercial unpriced bid form duly filled     |          |
|        | in appropriately?   |          |
| 2.     | Have you attached a copy of the last three years audited balance sheet    |          |
|        | of your firm  | •        |
| 3.     | Have you attached the copy of the GSTIN certificate                       |          |
| 4.     | Have you attached the details of the income tax return certificate, proof |          |
|        | of manufacturing unit/ dealership letter/ general order suppliers and     |          |
|        | copy of Central / State sales tax registration certificate?               |          |
| 5.     | Have you attached the copies of relevant work orders from Govt. Depts.    |          |
|        | / PSUs and Central Autonomous Bodies?                                     |          |
| 6.     | EMD: Have you submitted EMD asked for (as specified in BDS).              |          |
|        | If the bidder requesting EMD exemption, kindly attached copy of           |          |
|        | the NSIC / MSME (Certificate should be visible, if not visible the        |          |
|        | bidder will be disqualified)  |          |
| 7.     | Have you uploaded filled in Technical forms in Excel sheet                |          |
| 8.     | Have you uploaded the PDF of filled in Technical form of Excel Sheet      |          |
| 9.     | Have you submitted samples of all items indicated in the respective       |          |
|        | schedule of requirements at the address of tender inviting authority      |          |
|        | within due date.(if applicable as mentioned in the specification and      |          |
|        | requirements)   |          |
| 10.    | Have you enclosed the schedule of requirement indicating the make         |          |
|        | offered without indicating the pricing components along with the          |          |
|        | techno commercial unpricedbid?  |          |
| 11.    | Have you submitted the bids both techno commercial unpriced and           |          |
|        | priced bid separately for each tender?                                    |          |
| 12.    | Have you enclosed the statement of deviations from financial terms and    |          |
|        | conditions, if any?   |          |
|        | PRICE BID   |          |
| 1.     | Have you signed and attached the priced bid form?                         |          |
| 2.     | Have you attached the schedule of requirements duly priced?               |          |

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# **Part - 1 Bidding Procedures**

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

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

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

and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time ofbids.

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

#### **PRICE BID**

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

#### EVIDENCE FOR ONLINE BID SUBMISSION

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

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

## **Section II : Instructions to Bidders**

## **Table of Clauses**

| Α   | General   |
|-----|---|
| 1.  | Scope of Bid  |
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|     | Contents of Bidding Document  |
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| 13. | Period of Validity of Bids  |
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|     | Submission and Opening of Bids  |
| 15. | Sealing and Marking of Bids   |
| 16. | Deadline for Submission of Bids   |
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| 21. | Clarification of Bids   |
| 22. | Determination of Responsiveness   |
| 23. | Conversion to Single Currency   |
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| 26. | Comparison of Bids  |
| 27. | Qualification of the Bidder   |
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| 32. | Signing of Contract   |
| 33. | Performance Security  |

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

|   | A.General |   |  |  |
|---|-----------|---|--|--|
| 1 |           | COPE OF BID   |  |  |
|   |           | Supply and Installation of Cyro Cooler (Immersion Cooler for low temperature Reaction)  |  |  |
|   |           | as per Spécifications. Through out these Bidding Documents unless the context otherwise |  |  |
|   |           | requires : "  |  |  |
|   |           | a. 'in writing " means communicated in written form (e.g. by mail, e-mail, fax, telex)  |  |  |
|   |           | with proof of receipt;  |  |  |
|   |           | b. "Institution means National Institute of Technology, Tiruchirappalli'                |  |  |
| 2 | ELIGIB    | LE BIDDERS  |  |  |
|   | 2.1       | A Bidder may be a firm, a company, a Limited Liability Partnership (LLP), a             |  |  |
|   |           | government-owned entity or any combination of such entities in the form of a Joint      |  |  |
|   |           | Venture (JV) under an existing agreement.   |  |  |
|   | 2.2       | In the case of a joint venture, all members shall be jointly and severally liable for   |  |  |
|   |           | the execution of the contract in accordance with the Contract terms. The JV shall       |  |  |
|   |           | nominate a Représentative who shall have the authority to conduct all business for      |  |  |
|   |           | and on behalf of any and all the members of the JV during the bidding process and       |  |  |
|   |           |   |  |  |
|   | 2.3       | during the contract execution in the event the JV is awarded the contract.              |  |  |
|   | 2.5       | A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict     |  |  |
|   |           | of interest shall be disqualified. A Bidder may be considered to have a conflict of     |  |  |
|   |           | interest for the purpose of this bidding process, if the Bidder:                        |  |  |
|   |           | a directly or indirectly controls, is controlled by or isunder common control           |  |  |
|   |           | with another Bidder; or   |  |  |
|   |           | b receives or has received any direct or indirect subsidy from another Bidder;          |  |  |
|   |           | or  |  |  |
|   |           | c has the same legal representative as another Bidder; or                               |  |  |
|   |           | d has a relationship with another Bidder, directly or through common third              |  |  |
|   |           | parties, that puts it in a position to influence the bid of another Bidder, or          |  |  |
|   |           | influence the decisions of the Purchaser regarding this bidding process; or             |  |  |
|   |           | e Participates in more than one bid in this bidding process. Participation by a         |  |  |
|   |           | Bidder in more than one Bid shall result in the disqualification of all Bids in         |  |  |
|   |           | which such Bidder is involved. This, however does not limit the inclusion               |  |  |
|   |           |   |  |  |
|   |           | of the same subcontractor in more than one bid; or                                      |  |  |
|   |           | f Has a close business or family relationship with a professional staff of the          |  |  |
|   |           | Purchaser (or of the project implementing agency, or of a recipient of a part           |  |  |
|   |           | of the loan) who:   |  |  |
|   |           | (i) are directly or indirectly involved in the preparation of the bidding               |  |  |
|   |           | documents or specifications of the contract, and/or the bid evaluation                  |  |  |
|   |           | process of such contract; or  |  |  |
|   |           | (ii) would be involved in the implementation or supervision of such contract.           |  |  |
|   | 2.4       | A foreign firm and individual may be ineligible if as a matter of law or regulations,   |  |  |
|   |           | India prohibits commercial relations with the country of bidder.                        |  |  |
| L | 1         |   |  |  |

|   | 2.5  | A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser,   |  |  |  |
|---|--|--|--|--|--|
|   | as the Purchaser shall reasonably request. |  |  |  |  |
| 3 | CONTI                                      | ENTS OF BIDDING DOCUMENT   |  |  |  |
|   | 3.1  | The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.   |  |  |  |
|   | 3.2  | The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.   |  |  |  |
|   | 3.3  | Unless obtained directly from the Purchaser, the Purchaser is not responsible for<br>the completeness of the document, responses to requests for clarification, the<br>Minutes of the pre- Bid meeting (if any), or Addenda to the Bidding Document.<br>In case of any contradiction, documents obtained directly from the Purchaser shall<br>prevail.   |  |  |  |
|   | 3.4  | The Bidder is expected to examine all instructions, forms, terms, and specifications<br>in the Bidding Documents and to furnish with its Bid all information or<br>documentation as required by the Bidding Documents.   |  |  |  |
| 4 | CLARI                                      | FICATION OF BIDDING DOCUMENTS, SITE VISIT, PRE-BID MEETING   |  |  |  |
|   | 4.1  | A Bidder requiring any clarification of the Bidding Document shall contact the<br>Purchaser in writing at the Purchaser's address specified in the BDS or raise its<br>enquiries during the pre-bid meeting if provided. The Purchaser will respond in<br>writing to any request for clarification, provided that such request is received prior<br>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<br>its own responsibility all information that may be necessary for preparing the bid<br>and entering into a contract for procurement of Goods. The costs of visiting shall<br>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<br>not beyond one week preceding the meeting.  |  |  |  |
|   | 4.5  | Minutes of the pre-bid meeting, if applicable, including the text of the questions<br>asked by Bidders, without identifying the source, and the responses given, together<br>with any responses prepared after the meeting, will be transmitted promptly to all<br>Bidders who have acquired the Bidding Documents. Any modification to the<br>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<br>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 |  | ment of Bidding Document   |  |  |  |
|   | 5.1  | At any time prior to the deadline for submission of bids, the Purchaser may, for<br>any reason, whether at its own initiative or in response to a clarification<br>requested by a prospective bidder, modify the bidding documents by corrigendum.<br>In case of e-procurement, corrigendum / amendment shall be published on<br>https://eprocure.gov.in/eprocure/app.   |  |  |  |
|   | 5.2  | Any addendum issued shall be part of the Bidding Documents and shall be<br>communicated in writing to all who have obtained the Bidding Documents from<br>the Purchaser. The Purchaser shall also promptly publish the addendum on the<br>Purchaser's webpage.   |  |  |  |

|   | 5.3   | The Purchaser may, at its discretion to give prospective Bidders reasonable time  |  |
|---|---|---|--|
|   |   | in which to take an addendum into account in preparing their bids, extend the   |  |
|   |   | deadline for the submission of bids.  |  |
|   |   |   |  |
|   |   | C.PREPARATION OF BIDS   |  |
| 6 | LANGUAGE OF BID :   |   |  |
|   | The Bid,  | as well as all correspondence and documents relating to the bid exchanged by the Bidder                                     |  |
|   |   | Purchaser, shall be written in the language specified in the BDS. Supporting documents and                                  |  |
|   |   | terature that are part of the Bid may be in another language provided they are accompanied                                  |  |
|   |   | curate translation of the relevant passages into the language specified in the BDS, in which                                |  |
| - |   | purposes of interpretation of the Bid, such translation shallgovern.  |  |
| 7 |   | ents Comprising the Bid   |  |
|   |   | nder/Bid shall be submitted online in two part, viz., Technical Bid and   |  |
|   |   | rcialBid.   |  |
|   | 7.1   | TECHNICAL BID<br>The following documents are to be seened and unleaded as part of the Technical                             |  |
|   |   | The following documents are to be scanned and uploaded as part of the Technical<br>Rid as par the tender document:          |  |
|   |   | Bid as per the tender document:aScanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and                          |  |
|   |   | a Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and<br>Tender Acceptance Letter,);                         |  |
|   |   | b Scanned copy of the completed Schedules   |  |
|   |   | <ul> <li>c Scanned copy of Bid Security or copy of proof for submission of Tender</li> </ul>                                |  |
|   |   | Document Fee/ Earnest Money Deposit etc.;   |  |
|   |   | d Scanned copy of written confirmation authorizing the signatory of the Bid to  |  |
|   |   | commit the Bidder;  |  |
|   |   | e Scanned copy of documentary evidence  |  |
|   |   | establishing the Bidder's qualifications to perform the contract if its bid is  |  |
|   |   | accepted and  |  |
|   |   | the Bidder's eligibility to bid;  |  |
|   |   | f Scanned copy of   |  |
|   |   | i. documentary evidence, that the Goods and Related Services to be supplied by  |  |
|   |   | the Bidder are of eligible origin and   |  |
|   |   | ii. conform to the Bidding Documents, and   |  |
|   |   | iii. any other document required in the BDS;  |  |
|   |   | g Scanned copy of Pre-Qualification Details as per Section-IV like PAN/GST  |  |
|   |   | etc.  |  |
|   |   | h EMD Returning Form.   |  |
|   |   | i Mandate Form For Electronic Fund Transfer/RTGS Transfer.  |  |
|   |   | j Technical Bid.  |  |
|   |   | The Technical specifications format is s available in Excel sheet   |  |
|   |   | TECHNICAL.xls in this E-Tender document at https://eprocure.gov.in/   |  |
|   | , in the second s | eprocure/app. Bidders are advised to download TECHNICAL.xls and fill  |  |
|   |   | their specifications in the prescribed column and upload the same in the  |  |
|   |   | Technical bid along with other required documents. The hard copy of the   |  |
|   |   | filled in Technical specifications (Excel) to be scanned and to be uploaded in  |  |
|   |   | PDF.  |  |
|   | 7.2   | COMMERCIAL BID  |  |
|   |   | The commercial bid comprises of:  |  |
|   |   | <ul><li>i. Scanned copy of Tender Form (Price Bid)</li><li>ii. Price BID in the form of BoQ XXXXX.xls.</li></ul>            |  |
|   |   | <ul><li>ii. Price BID in the form of BoQ_XXXXX.xls.</li><li>iii. Scanned copy of item wise break up of price bid.</li></ul> |  |

|    |      | he Price bid format is provided a BoQ_XXXXX.xls along with this Tender  |  |
|----|------|---|--|
|    |      | Document at https://eprocure.gov.in/eprocure/app. Bidders are advised to  |  |
|    |      | ownload this BoQ_ XXXXX.xls and quote their offer/rates in the prescribed   |  |
|    |      | olumn. Bidders can quote Basic Price in INR or CURRENCY (for other than   |  |
|    |      | NR) but it is mandatory to quote taxes/levies in INR only, in the prescribed  |  |
|    |      | olumn and upload the same in the commercial bid.  |  |
|    | 7.3  | he Bidder shall furnish in the Tender Forms information on commissions and  |  |
|    |      | ratuities, if any, paid or to be paid to agents or any other party relating to this Bid.  |  |
| 8  |      | ender Forms (Technical and Price) and Price Schedule(BOQ)   |  |
|    |      | ender Forms and Price Schedules (Bill of Quantity-BOQ) shall be prepared using  |  |
|    |      | ne relevant forms furnished in Section IX, Bidding Forms and BOQ provided. The  |  |
|    |      | orms must be completed without any alterations to the text, and no substitutes  |  |
|    |      | hall be accepted. All blank spaces shall be filled in with the information requested.   |  |
| 9  |      | lternative Bids   |  |
|    |      | Inless otherwise specified in the BDS, alternative bids shall not be considered   |  |
| 10 | 10.1 | Bid Prices and Discounts  |  |
|    |      | The prices and discounts quoted by the Bidder in the Tender Forms and in the Price  |  |
|    |      | chedules (BOQ) shall conform to the requirements specified as under.  |  |
|    |      | All lots (contracts) and items must be listed and priced separately in the Price  |  |
|    |      | Schedules (BOQ).  |  |
|    |      | The price to be quoted in the Tender Forms shall be the total price of  |  |
|    |      | the bid, excluding any discounts offered.   |  |
|    |      | The Bidder shall quote any discount and indicate the methodology for their  |  |
|    |      | application in the Tender Forms.  |  |
|    |      | 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   |  |
|    | 10.0 |   |  |
|    | 10.2 | sids are being invited for individual lots (contracts) or for any combination of lots   |  |
|    |      | packages). Unless otherwise specified in the BDS, prices quoted shall correspond  |  |
|    |      | p 100% of the items specified for each lot and to 100% of the quantities specified  |  |
|    |      | or each item of a lot. Bidders wishing to offer discounts for the award of more   |  |
|    |      | han one Contract shall specify in their bid the price reductions applicable to each   |  |
|    |      | ackage, or alternatively, to individual Contracts within the package. Discounts   |  |
|    |      | hall be submitted provided the bids for all lots (contracts) are opened at the same   |  |
|    | 10.2 |   |  |
|    | 10.3 | rices shall be quoted as specified in each Price Schedule (BOQ) as provided. The  |  |
|    |      | is-aggregation of price components is required solely for the purpose of  |  |
|    |      | acilitating the comparison of bids by the Purchaser. This shall not in any way limit  |  |
|    |      | ne Purchaser's right to contract on any of the terms offered. In quoting prices, the  |  |
|    |      | sidder shall be free to use transportation through carriers registered in any eligible  |  |
|    |      | ountry. Similarly, the Bidder may obtain insurance services from any eligible   |  |
|    |      | ountry. Prices shall be entered in the following manner:  |  |
|    |      | For Goods manufactured in India:  |  |
|    |      | <ol> <li>GST payable on the Goods, if the contract is awarded to the Bidder ; and</li> <li>The price for inland transportation, insurance, and other local services required</li> </ol> |  |
|    |      | to convey the Goods from the named place of destination to their final  |  |
|    |      | destination (Project Site) specified in the BDS ;   |  |
| L  | 1    | destination (116jeet Site) specified in the BBS;  |  |

|            |      | 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  |  |  |
| 10         | 15.1 | 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  |  |  |
| <b>.</b> . | 1    | The Bidder shall furnish as part of its bid, a bid security, as specified in the BDS,   |  |  |
|            |      | in original form the amount and currency as specified in the BDS.   |  |  |
|            | 14.2 | If a bid security is specified, the bid security shall be a   |  |  |
|            | 11.2 | a Demand Draft  |  |  |
|            |      | b An unconditional guarantee issued by a Bank. of a reputed source from   |  |  |
|            |      | an eligible country. If the unconditional guarantee is issued by a financial  |  |  |
|            |      | institution located outside India, the issuing financial institution shall have a   |  |  |
|            |      | correspondent financial institution located in India to make it enforceable The   |  |  |
|            |      | bid security shall be valid for forty five (45) days beyond the original validity   |  |  |
|            |      | period of the bid, or beyond the extended period.   |  |  |
|            | 14.3 | If a Bid Security is specified, any bid not accompanied responsive Bid Security,  |  |  |
|            | 14.3 | shall be rejected by the Purchaser as non-responsive.   |  |  |
|            | 14.4 |   |  |  |
|            | 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. |  |  |
|            | 145  | Bidder has signed the contract and furnished the required performance security.   |  |  |
|            | 14.5 | The Bid Security of the successful Bidder shall be returned as promptly as possible   |  |  |
|            |      | once the successful Bidder has signed the contract and furnished the required   |  |  |
|            |      | performance security.   |  |  |

|    | 14.6  | The   | Bid Security of the bidder may be forfeited or the EMD executed:   |  |  |
|----|-------|---|--|--|--|
|    |       | a   | if he withdraws from the bid during the period of bid validity specified by the  |  |  |
|    |       |   | Bidder on the Tender Forms, or any extension thereto provided by the Bidder  |  |  |
|    |       |   | ; or   |  |  |
|    |       | b   | if he being successful Bidder fails to:  |  |  |
|    |       |   | i. sign the Contract; or   |  |  |
|    |       |   | ii. furnish a performance Security   |  |  |
|    | D.SUB |   | SION AND OPENING OF BIDS   |  |  |
| 15 |       |   | ling and Marking of Bids: The Bidder shall submit the bids electronically,   |  |  |
|    |       |   | bugh the e-procurement system (https://eprocure.gov.in/eprocure/app). Any  |  |  |
|    |       |   | document submitted through any other means will not be considered as part of the   |  |  |
|    |       |   | except for the Originals as asked for in this tender.  |  |  |
| 16 |       |   | adline for Submission of Bids: The Purchaser may, at its discretion, extend the  |  |  |
|    |       |   | dline for the submission of bids by amending the Bidding Documents, in which   |  |  |
|    |       |   | e all rights and obligations of the Purchaser and Bidders previously subject to  |  |  |
|    |       |   | deadline shall thereafter be subject to the deadline as extended.  |  |  |
| 17 |       |   | <b>te Bids:</b> The e-Procurement system would not allow any late submission of bids   |  |  |
|    |       |   | er due date and time as per server system. After electronic online proposal  |  |  |
|    |       |   | mission, the system generates a unique identification number which is time   |  |  |
| 18 |       |   | nped. This shall be treated as acknowledgement of the proposal submission  |  |  |
| 10 |       |   | thdrawal, Substitution, and Modification of Bids: A Bidder may withdraw, stitute, or modify its bid on the e-procurement system before the date and time |  |  |
|    |       |   | cified but not beyond. No bid may be withdrawn, substituted, or modified in  |  |  |
|    |       | -   | interval between the deadline for submission of bids and the expiration of the   |  |  |
|    |       |   | iod of bid validity specified by the Bidder on the Tender Forms or any extension   |  |  |
|    |       | -   |  |  |  |
|    |       |   | thereof Modification/Withdrawal of the Bid sent through any other means shall not be considered by the Purchaser.  |  |  |
| 19 | 19.1  |   | <b>Opening:</b> The Purchaser shall open the bids as per electronic bid  |  |  |
|    | 17/1  |   | Opening procedures specified in Central Public Procurement Portal (CPPP) at the  |  |  |
|    |       | date and time specified. Bidders can also view the bid opening by logging on to |  |  |  |
|    |       | the e- procurement system. Specific bid opening procedures are laid down at     |  |  |  |
|    |       | https://eprocure.gov.in/eprocure/app under the head "Bidders Manual Kit". The   |  |  |  |
|    |       | tenderer/bidder will be at liberty to be present either in person or through an |  |  |  |
|    |       | autl  | norized 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   |  |  |
|    |       | sha   | Il be opened whose technical bids qualify.   |  |  |
|    | 19.2  |   | e withdrawn bid will be available in the system therefore will be considered, if   |  |  |
|    |       |   | der once withdraws the bid then he will not be able to participate in the  |  |  |
|    |       | -   | pective tender again. Modification to the bid shall be opened and read out with  |  |  |
|    |       |   | corresponding bid. Only bids that are opened and read out at bid opening shall   |  |  |
|    |       |   | considered further.  |  |  |
|    | 19.3  |   | Purchaser shall prepare a record of the bid opening that shall include; the name   |  |  |
|    |       |   | he Bidder; whether there is a withdrawal, substitution, or modification; the Bid   |  |  |
|    |       |   | ce including any discounts and alternative bids; and the presence or absence of  |  |  |
|    |       |   | d security, if one was required. The Bidders' representatives who are present  |  |  |
|    |       |   | he office of the Purchaser to witness the bid opening shall be requested to sign   |  |  |
|    |       |   | record. The omission/refusal of a Bidder's signature on the record shall not   |  |  |
|    |       |   | alidate the contents and effect of the record. A copy of the record shall be made  |  |  |
|    |       |   | ilable 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   |  |
|          | 20.2         | Contract Award is communication to all Bidders.  |  |
|          | 20.2         | No Bidder shall contact the purchaser on any matter relating to its bid from the   |  |
|          |              | time of the bid opening to the time the contract is awarded. If the Bidder wishes to   |  |
|          |              | bring additional information to the notice of the Purchaser it should be done in   |  |
|          | 20.3         | writing.<br>Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation,  |  |
|          | 20.3         | 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  |  |
|          | 22.2         | contents of the bid itself.  |  |
|          | 22.2         | A substantially responsive Bid is one that meets the requirements of the Bidding   |  |
|          | 22.3         | Documents without material deviation, reservation, or omission.  |  |
|          | 22.5         | The Purchaser shall examine the technical aspects of the bid submitted in accordance with instructions specified in tender document, in particular, to confirm             |  |
|          |              | that all requirements enumerated in the 'Schedule of Requirements' Section-VI  |  |
|          |              | have been complied with, without any material deviation or reservation or  |  |
|          |              | omission.  |  |
|          | 22.4         | If a bid is not responsive to the requirements of Bidding Documents, it shall be   |  |
|          |              | rejected by the Purchaser and may not subsequently be made responsive by   |  |
|          |              | correction of the material deviation, reservation or omission.   |  |
| 23       |              | Conversion to Single Currency: For evaluation and comparison purposes, the   |  |
|          |              | currency(ies) of the Bid shall be converted in a single currency as specified in the   |  |
| -        |              | BDS.   |  |
| 24       |              | Margin of Preference: Unless otherwise specified in the BDS, a margin of   |  |
|          |              | preference shall not apply.  |  |
| 25       | 25.1         | <b>Evaluation of Bids:</b> The Purchaser shall use the criteria and methodologies listed   |  |
|          | 25.2         | in this Clause. No other evaluation criteria or methodologies shall be permitted.  |  |
|          | 25.2         | <ul><li>To evaluate a Bid, the Purchaser shall consider the following:</li><li>a Evaluation will be done for Items or Lots (contracts), as specified in the BDS;</li></ul> |  |
|          |              | a Evaluation will be done for Items or Lots (contracts), as specified in the BDS;<br>and the Bid Price.  |  |
|          |              | b price adjustment due to discounts offered;   |  |
|          |              | <ul> <li>c converting the amount resulting from above, if relevant, to a single currency</li> </ul>  |  |
|          |              | d price adjustment due to quantifiable nonmaterial nonconformities in;   |  |
|          | 25.3         | The estimated effect of the price adjustment provisions of the Conditions of   |  |
|          | 25.5         | 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:   |  |
| <u> </u> | <i>23.</i> ¬ | The ratemater 5 evaluation of a blu shall exclude and not take into accould.   |  |

|     |      | a In the case of Goods manufactured in the India, sales and other similar taxes,  |  |  |  |
|-----|------|---|--|--|--|
|     |      | which will be payable on the goods if a contract is awarded to the Bidder;  |  |  |  |
|     |      | b in the case of Goods manufactured outside India, already imported or to be  |  |  |  |
|     |      | imported, customs duties and other import taxes levied on the imported  |  |  |  |
|     |      | Good, sales and other similar taxes, which will be payable on the Goods if  |  |  |  |
|     |      | the contract is awarded to the Bidder;  |  |  |  |
|     |      | c any allowance for price adjustment during the period of execution of the  |  |  |  |
|     |      | contract, if provided in the bid.   |  |  |  |
|     | 25.5 | The Purchaser's evaluation of a bid may require the consideration of other factors,   |  |  |  |
|     |      | in addition to the Bid Price quoted. These factors may be related to the  |  |  |  |
|     |      | characteristics, performance, and terms and conditions of purchase of the Goods   |  |  |  |
|     |      | and Related Services. The effect of the factors selected, if any, shall be expressed  |  |  |  |
|     |      | in monetary terms to facilitate comparison of bids.   |  |  |  |
| 26  |      | Comparison of Bids:   |  |  |  |
|     |      | The Purchaser shall compare the evaluated prices of all substantially responsive  |  |  |  |
|     |      | bids established to determine the lowest evaluated bid. The comparison shall be on  |  |  |  |
|     |      | the basis of CIP-Carriage and Insurance Paid to (place of destination) prices for   |  |  |  |
|     |      | imported goods and EXW – Ex Works (named place of delivery) prices, plus cost   |  |  |  |
|     |      | of inland transportation and insurance to place of destination, for goods   |  |  |  |
|     |      | manufactured within India, together with prices for any required installation,  |  |  |  |
|     |      | training, commissioning and other services. The evaluation of prices shall not take   |  |  |  |
|     |      | into account custom duties and other taxes levied on imported goods quoted CIP  |  |  |  |
|     |      | and sales and similar taxes levied in connection with the sale or delivery of goods.  |  |  |  |
| 27  | 27.1 | Qualification of the Bidder:  |  |  |  |
|     |      | The Purchaser shall determine to its satisfaction whether the Bidder that is selected   |  |  |  |
|     |      | as having submitted the lowest evaluated and substantially responsive bid meets   |  |  |  |
|     |      | the qualifying criteria.  |  |  |  |
|     | 27.2 | The determination shall be based upon an examination of the documentary   |  |  |  |
|     |      | evidence of the Bidder's qualifications submitted by the Bidder.  |  |  |  |
|     | 27.3 | An affirmative determination shall be a prerequisite for award of the Contract to   |  |  |  |
|     |      | the Bidder. A negative determination shall result in disqualification of the bid, in  |  |  |  |
|     |      | which event the Purchaser shall proceed to the next lowest evaluated bid to make  |  |  |  |
|     |      | a similar determination of that Bidder's qualifications to perform satisfactorily.  |  |  |  |
| 28  |      | Institutes Right to Accept any Bid and to Reject any or all bids:   |  |  |  |
|     |      | The Institute reserves the right to accept or reject any bid, and to annul the bidding  |  |  |  |
|     |      | process and reject all bids at any time prior to contract award, without thereby  |  |  |  |
|     |      | incurring any liability to Bidders. In case of annulment, all bids submitted and  |  |  |  |
|     |      | specifically, bid securities, shall be promptly returned to the Bidders.  |  |  |  |
| 20  |      | F.AWARD OF CONTRACT   |  |  |  |
| 29  |      | Award Criteria:<br>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<br>Ridding Documents, provided the Ridder is determined to be qualified to perform         |  |  |  |
|     |      | Bidding Documents, provided the Bidder is determined to be qualified to perform   |  |  |  |
| 30  | -    | the Contract satisfactorily. Purchasers Bight to very Quantities at Time of Award:  |  |  |  |
| 30  |      | <b>Purchasers Right to vary Quantities at Time of Award:</b>  |  |  |  |
|     |      | At the time the Contract is awarded, the Purchaser reserves the right to increase or<br>degrasse the quantity of Goods and Polated Services originally specified in Section |  |  |  |
|     |      | 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  |  |  |  |
| 31  | 21.1 | conditions of the bid and the Bidding Documents.  |  |  |  |
| 1 1 | 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 Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. |
|----|------|--|
|    | 31.2 | Until a formal Contract is prepared and executed, the notification of award shall  |
|    | 51.2 | constitute a binding Contract.   |
|    | 31.3 | The Purchaser shall promptly respond in writing to any unsuccessful Bidder who,  |
|    |      | after notification of award, requests in writing the grounds on which its bid was  |
|    |      | not selected.  |
| 32 | 32.1 | Signing of Contract:   |
| 02 | 52.1 | 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   |
|    | 52.2 | Bidder shall sign, date, and return it to the Purchaser.   |
|    | 32.3 | Notwithstanding anything contained in clause 32.2, in case signing of the Contract   |
|    | 52.5 | Agreement is prevented by any export restrictions attributable to the Purchaser, or  |
|    |      | to the use of the products/goods, systems or services to be supplied, where such   |
|    |      | export restrictions arise from trade regulations from a country supplying those  |
|    |      | products/goods, systems or services, the Bidder shall not be bound by its bid,   |
|    |      | always provided however, that the Bidder can demonstrate to the satisfaction of  |
|    |      | the Purchaser that signing of the Contact Agreement has not been prevented by  |
|    |      | any lack of diligence on the part of the Bidder in completing any formalities,   |
|    |      | including applying for permits, authorizations and licenses necessary for the export   |
|    |      | of the products/goods, systems or services under the terms of the Contract.  |
| 33 | 33.1 | Performance Security:  |
|    |      | Within twenty-eight (28) days of the receipt of notification of award from the   |
|    |      | Purchaser, the successful Bidder, if required, shall furnish the Performance   |
|    |      | Security in accordance with the General Conditions of Contract (GCC), using for  |
|    |      | that purpose the Performance Security Form included in Section-X, Contract   |
|    |      | Forms, or another Form acceptable to the Purchaser. If the Performance Security  |
|    |      | furnished by the successful Bidder is in the form of a bond, it shall be issued by a   |
|    |      | bonding or insurance company that has been determined by the successful Bidder   |
|    |      | to be acceptable to the Purchaser. A foreign institution providing a bond shall have   |
|    |      | a correspondent financial institution located in India.  |
|    | 33.2 | Failure of the successful Bidder to submit the above- mentioned Performance  |
|    |      | Security or sign the Contract shall constitute sufficient grounds for the annulment  |
|    |      | of the award and forfeiture of the Bid Security. In that event the Purchaser may   |
|    |      | award the Contract to the next lowest evaluated Bidder, whose bid is substantially   |
|    |      | responsive and is determined by the Purchaser to be qualified to perform the   |
|    |      | Contract satisfactorily.   |
| L  | 1    |  |

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

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

| Sl. No. | A. General  |
|---------|---|
| 1.      | The reference number of the Invitation for Bids is NITT/R&C/DST-CRG-<br>008121/2021/CHY/JLN/E1 & NITT/R&C/DST-SRG-002206/2021/CHY/BV/E3 |
|         | Dated : 28.03.2022  |
| 2.      | The Purchaser is The Director, NIT Tiruchirappalli. Kind Attention To :   |
|         | Dr. Baby Viswambharan & Dr N Jothi Lakshmi, Assistant Professors,<br>DEPARTMENT OF CHEMISTRY  |
|         |   |

| Sl. No. | B. Contents of Bidding Documents  |   |  |  |  |
|---------|---|---|--|--|--|
| 3.      | For Clarification of bid pu   | rposes only, the Purchaser's address is DEPARTMENT  |  |  |  |
|         | OF CHEMISTRY, Nationa   | al Institute of Technology, Tiruchirappalli, 620015 |  |  |  |
|         | Attention : Dr. Baby Viswambharan & Dr N Jothi Lakshmi, Assistant<br>Professors |   |  |  |  |
|         | D   | EPARTMENT OF CHEMISTRY                              |  |  |  |
|         | Address : N   | ational Institute of Technology, Tiruchirappalli,   |  |  |  |
|         | Floor / Room number : -   |   |  |  |  |
|         | City : T  | ruchirappalli                                       |  |  |  |
|         | ZIPCode : 62  | 20015   |  |  |  |
|         | Country : In  | dia   |  |  |  |
|         | Telephone : 04  | 31-2503630  |  |  |  |
|         | E-Mail : babyv@nitt.edu / jothi@nitt.edu  |   |  |  |  |
| 4.      | Web page   : <u>https://eprocure.gov.in/eprocure/app</u>                        |   |  |  |  |
| 5.      | A site visit shall <b>not</b> be organized by the purchaser.                    |   |  |  |  |
| 6.      | A Pre-Bid meeting date : Not Applicable   |   |  |  |  |
|         | and venue Not Applicable  |   |  |  |  |

| Sl. No. | C. Preparation of Bids   |  |  |  |
|---------|--|--|--|--|
| 1.      | The language of the bid is : English.  |  |  |  |
|         | All correspondence exchange shall be in <b>English.</b>  |  |  |  |
|         | Language for translation of supporting documents and printed literature is <b>English.</b>   |  |  |  |
| 2.      | The Bidder shall submit the following additional documents in its bid: NA  |  |  |  |
| 3.      | Alternative Bids shall not be considered.  |  |  |  |
| 4.      | The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract.  |  |  |  |
| 5.      | Place of Destination: is National Institute of Technology, Tiruchirappalli, 620015.  |  |  |  |
| 6.      | Final destination (Project Site): DEPARTMENT OF CHEMISTRY, National Institute of Technology, Tiruchirappalli, 620015.  |  |  |  |
| 7.      | The prices shall be quoted by the bidder in : Indian Rupee / Foreign Currency<br>of Principal's Country (Preferably in IndianRupees)   |  |  |  |
|         | The Bidder is required to quote in Indian Rupees (INR), the portion of the bid price that corresponds to expenditures incurred in Indian Rupees(INR).  |  |  |  |
| 8.      | Manufacturer's authorization is Required   |  |  |  |
| 9.      | After sales service is Required.   |  |  |  |
| 10.     | The bid validity period shall be <b>120 Days.</b>  |  |  |  |
| 11.     | EMD / Bid security <b>Rs.18200</b> shall be paidby the way of Demand Draft (DD) /<br>Bank Gauarantee (BG) in favor of The Director, National Institute of Technology,<br>Tiruchirappalli and should be valid for a period of 45 days beyond the BID validity<br>period. All tenders received without EMD / Bank Security shall be rejected |  |  |  |
| 12.     | Other types of acceptable securities: NA   |  |  |  |



| Sl. No. | D. Submission and Opening of Bids  |  |  |  |  |  |
|---------|--|--|--|--|--|--|
| 1.      | Attention  | : Dr. Baby Viswambharan & Dr N Jothi Lakshmi, Assistant<br>Professors, DEPARTMENT OF CHEMISTRY |  |  |  |  |
|         | StreetAddress : National Institute of Technology, Tiruchirappall   |  |  |  |  |  |
|         | City   | : Tiruchirapalli   |  |  |  |  |
|         | ZIP/PostalCode   | : 620 015  |  |  |  |  |
|         | Country  | : India  |  |  |  |  |
|         | The deadline for bid su  | abmission is :   |  |  |  |  |
|         | Date and Time  | : 18.04.2022 (3.00PM)  |  |  |  |  |
|         | The electronic bidding opening procedures shall be as given in Section I-Instructions for Online Bid Submission. |  |  |  |  |  |
| 2.      |  | 1 take place at : Stores and Purchase Section, National gy, Tiruchirappalli-620015.            |  |  |  |  |
|         | StreetAddress  | : National Institute of Technology, Tiruchirappalli  |  |  |  |  |
|         | Floor / Roomnumber   | : Admininstrative Block  |  |  |  |  |
|         | City   | : Tiruchirappalli  |  |  |  |  |
|         | Country  | : India  |  |  |  |  |
|         | Date and Time  | : 19.04.2022 (3.00PM)  |  |  |  |  |
|         | The electronic bidding opening procedures shall be as given in S<br>Instructions for Online Bid Submission.      |  |  |  |  |  |



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

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

#### Section IV. Prequalification

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

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

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

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

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

- (i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ;<sup>1</sup>
- (ii) "Fraudulent Practices" is any act or omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid anobligation;<sup>2</sup>
- (iii) "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>3</sup>
- (iv) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of aparty ;<sup>4</sup>
- (v) "Obstructive Practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt,fraudulent,coerciveorcollusivepractice ;and / or threatening,harassing or Intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing theinvestigation.
- b) Besides actions under clause (a) Institute may also take action to blacklist such bidder either indefinitely or for a specified period.

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

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

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

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

## **Part - 2**

## **Supply Requirements**

## Section VI. Schedule of Requirements

## Contents

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

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## **1.** List of Goods and Delivery Schedule

|            | Description of<br>Goods   | Quantity | Physical<br>unit | Final (Project<br>Site) Destination<br>as specified in<br>BDS | Delivery (as per Incoterms) Date          |   |   |
|------------|---|----------|------------------|---|---|---|---|
| Item<br>No |   |          |                  |   | Earliest<br>Delivery<br>Period<br>(Weeks) | Latest<br>Delivery<br>Period<br>(Weeks) | Bidder's<br>offered<br>Delivery period<br>[to be provided<br>by the bidder] |
| 1.         | Supply and<br>Installation of Cyro<br>Cooler (Immersion<br>Cooler for low<br>temperature<br>Reaction) | 2        | Nos              | DEPARTMENT<br>OF CHEMISTRY                                    | 6   | 8                                       | >   |

| Service | Description<br>of Service | Quantity | Physical Unit | Place where<br>Services shall<br>be performed | Final<br>Completion<br>Date(s) of<br>Services |
|---------|---------------------------|----------|---------------|---|---|
|         |                           |          |               |   |   |
|         |                           |          |               |   |   |
|         |                           |          |               |   | •   |
|         |                           |          |               |   |   |
|         |                           |          |               |   |   |

## 1. List of Related Services and Completion Schedule

#### **Technical Specifications**

|   | Technical Specifications an  | nd Standards                  |  |  |
|---|--|-------------------------------|--|--|
| Name of the Equipm  | Supply and Installation of Cyro<br>Cooler (Immersion Cooler for low<br>temperature Reaction)   |                               |  |  |
| Specification of NIT  | -T   | Specification of the Supplier |  |  |
| Working temperature<br>range °C         Temperature stability °C         Display resolution °C         Temperature control         Dimensions of cooling coil         Connection tube length cm         Dimension (W x L x H) cm         Refrigerant         Immersion probe type         IP rating         Power requirement         External PT 100 sensor         connection         Refrigeration system         Certificate         Net weight Kg         Vessel         Vessel Capacity         OEM Certificate: Must be         broacher from manufact         verification: Must be prov         Performance certificate: | n 160<br>n 38 x 55 x 60<br>R404A & R23<br>inflexible<br>IP 21<br>230V /50 Hz<br>Integrated<br>2 stage, Air cooled<br>CE & ISO<br>50-55<br>Vacuum jacketed SS<br>Vessel with insulation<br>2L - 3L Capacity.<br>e provided from manufacturer<br>surer for further<br>vided<br>Must be submitted |                               |  |  |
| Installation Required   | Yes  |                               |  |  |
| Warranty (in months)  | Warranty (in months) 24  |                               |  |  |
| AMC Required  | After finishing the warranty period  |                               |  |  |
| Delivery Period (Weeks)   | 6-8 weeks  |                               |  |  |
| Shipment Terms  | Shipment Terms Up to N   |                               |  |  |

| EMD                   | As mentioned above  |
|-----------------------|---|
| Payment Term          | 100% payment after satisfactory delivery / Installation                     |
| Performance Security  | 3%  |
| Purchase committee ha | s finalized and recommends the above mentioned specification and conditions |

#### Note:

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

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

| 1.  | Definitions                              |
|-----|--|
| 2.  | Contract Documents                       |
| 3.  | Corrupt and Fraudulent Practices         |
| 4.  | Interpretation                           |
| 5.  | Language                                 |
| 6.  | Joint Venture, Consortium or Association |
| 7.  | Eligibility                              |
| 8.  | Notices                                  |
| 9.  | Governing Law                            |
| 10. | Settlement of Disputes                   |
| 11. | Obligations During Arbitrations          |
| 12. | Scope of Supply                          |
| 13. | Delivery and Documents                   |
| 14. | Supplier's Responsibilities              |
| 15. | Contract Price                           |
| 16. | Terms of Payment                         |
| 17. | Taxes and Duties                         |
| 18. | Performance Security                     |
| 19. | Copyright                                |
| 20. | Confidential Information                 |
| 21. | Subcontracting                           |
| 22. | Specifications and Standards             |
| 23. | Packing and Documents                    |
| 24. | Insurance                                |
| 25. | Transportation and Incidental Services   |
| 26. | Inspections and Tests                    |
| 27. | Liquidated Damages                       |
| 28. | Warranty                                 |
| 29. | Patent Indemnity                         |
| 30. | Force Majeure                            |
| 31. | Change Orders and Contract Amendments    |
| 32. | Extensions of Time                       |
| 33. | Termination                              |
| 34. | Assignment                               |

|   | Section VII General Conditions of Contract   |  |  |  |
|---|--|--|--|--|
| 1 | <b>Definitions:</b> The following words and expressions shall have the meanings hereby assigned to them: |  |  |  |
|   | а  | "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<br>the Supplier, together with the Contract Documents referred to therein, including all<br>attachments, appendices, and all documents incorporated by reference therein. |  |  |
|   | С  | "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.   |  |  |
|   | d  | "Contract Price" means the price payable to the Supplier as specified in the Contract<br>Agreement, subject to such additions and adjustments thereto or deductions<br>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<br>purchasing Goods and Services, as specified in the SCC.   |  |  |
|   | k  | "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.  |  |  |
|   | 1  | "SCC" means the Special Conditions of Contract.  |  |  |
|   | m  | "Subcontractor" means any person, private or government entity, or a combination<br>of the above, to whom any part of the Goods to be supplied or execution of any part<br>of the Related Services is subcontracted by the Supplier.                     |  |  |
|   | n  | "Supplier" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.   |  |  |
|   | 0  | "The Project Site," where applicable, means the place named in the SCC.  |  |  |

| <ul> <li>2 Contract Documents:<br/>Subject to the order of precedence set forth in the Contract Agreement, all document forming the Contract (and all parts thereof) are intended to be correlative, complement and mutually explanatory. The Contract Agreement shall be read as a whole.</li> <li>3 Corrupt and Fraudulent Practices:<br/>The Institute requires compliance with its policy against the corrupt and fraudulent prate as set forth Section- V The Purchaser requires the Supplier to disclose any commission fees that may have been paid or are to be paid to agents or any other party with resp the bidding process or execution of the Contract. The information disclosed must in the name and address of the agent or other party, the amount and currency, and the put of the commission, gratuity or fee.</li> </ul> | ntary,   |  |
|---|--|--|
| <ul> <li>forming the Contract (and all parts thereof) are intended to be correlative, compleme<br/>and mutually explanatory. The Contract Agreement shall be read as a whole.</li> <li>Corrupt and Fraudulent Practices:<br/>The Institute requires compliance with its policy against the corrupt and fraudulent pra<br/>as set forth Section- V The Purchaser requires the Supplier to disclose any commission<br/>fees that may have been paid or are to be paid to agents or any other party with resp<br/>the bidding process or execution of the Contract. The information disclosed must in<br/>the name and address of the agent or other party, the amount and currency, and the purchaser</li> </ul>  | ntary,   |  |
| <ul> <li>and mutually explanatory. The Contract Agreement shall be read as a whole.</li> <li>3 Corrupt and Fraudulent Practices:<br/>The Institute requires compliance with its policy against the corrupt and fraudulent pra<br/>as set forth Section- V The Purchaser requires the Supplier to disclose any commission<br/>fees that may have been paid or are to be paid to agents or any other party with resp<br/>the bidding process or execution of the Contract. The information disclosed must in<br/>the name and address of the agent or other party, the amount and currency, and the purchaser</li> </ul>  |  |  |
| 3 Corrupt and Fraudulent Practices:<br>The Institute requires compliance with its policy against the corrupt and fraudulent pra<br>as set forth Section- V The Purchaser requires the Supplier to disclose any commission<br>fees that may have been paid or are to be paid to agents or any other party with resp<br>the bidding process or execution of the Contract. The information disclosed must in<br>the name and address of the agent or other party, the amount and currency, and the purchaser<br>the paid to agent and the purchaser of the contract.   | ctices   |  |
| The Institute requires compliance with its policy against the corrupt and fraudulent pra<br>as set forth Section- V The Purchaser requires the Supplier to disclose any commission<br>fees that may have been paid or are to be paid to agents or any other party with resp<br>the bidding process or execution of the Contract. The information disclosed must in<br>the name and address of the agent or other party, the amount and currency, and the purchaser  | ctices   |  |
| as set forth Section- V The Purchaser requires the Supplier to disclose any commission<br>fees that may have been paid or are to be paid to agents or any other party with resp<br>the bidding process or execution of the Contract. The information disclosed must in<br>the name and address of the agent or other party, the amount and currency, and the pu   | 001005   |  |
| fees that may have been paid or are to be paid to agents or any other party with resp<br>the bidding process or execution of the Contract. The information disclosed must in<br>the name and address of the agent or other party, the amount and currency, and the pu   | ons or   |  |
| the bidding process or execution of the Contract. The information disclosed must in<br>the name and address of the agent or other party, the amount and currency, and the pu  |  |  |
| the name and address of the agent or other party, the amount and currency, and the pu   |  |  |
|   |  |  |
|   | npose  |  |
| 4 Interpretation  |  |  |
| 4.1 The Contract constitutes the entire agreement between the Purchaser an  | d the  |  |
| Supplier and supersedes all communications, negotiations and agreements (wh   |  |  |
| written or oral) of the parties with respect thereto made prior to the date of Cor  |  |  |
| 4.2 Amendment   | inact.   |  |
| No amendment or other variation of the Contract shall be valid unless it is red   | duced  |  |
| to writing, dated, expressly refers to the Contract, and is signed by the   |  |  |
| authorized representative of each party thereto.  | uury   |  |
| 4.3 Non waiver  |  |  |
| a Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, del   | av. or   |  |
| indulgence by either party in enforcing any of the terms and conditions   |  |  |
| Contract or the granting of time by either party to the other shall preju   |  |  |
| affect, or restrict the rights of that party under the Contract, neither sha  |  |  |
| waiver by either party of any breach of Contract operate as waiver o  |  |  |
| subsequent or continuing breach of Contract.  | 5  |  |
| <b>b</b> Any waiver of a party's rights, powers, or remedies under the Contract m   | ust be   |  |
| in writing, dated, and signed by an authorized representative of the  |  |  |
| granting such waiver, and must specify the right and the extent to which  |  |  |
| being waived.   |  |  |
| 4.4 Severability:   |  |  |
| If any provision or condition of the Contract is prohibited or rendered inva  | lid or   |  |
| unenforceable, such prohibition, invalidity or unenforceability shall not affe  |  |  |
| validity or enforceability of any other provisions and conditions of the Contract   | ct.  |  |
| <b>5</b> 5.1 Language:  |  |  |
| The Contract as well as all correspondence and documents relating to the Co   | ntract   |  |
| exchanged by the Supplier and the Purchaser, shall be written in the lang   | guage  |  |
| specified in the SCC. Supporting documents and printed literature that are p  | 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 acc   |  |  |
| translation of the relevant passages in the language specified, in which cas  | 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 a  |  |  |
| risks of the accuracy of such translation, for documents provided by the Suppl  | ier.   |  |
| 6 Joint Venture, Consortium or Association:   |  |  |
| If the Supplier is a joint venture, consortium, or association, all of the parties  |  |  |
| be jointly and severally liable to the Purchaser for the fulfilment of the provision  | ons of   |  |
| the Contract and shall designate one party to act as a leader with authority to   |  |  |
| the joint venture, consortium, or association. The composition or the constitut   |  |  |
| the joint venture, consortium, or association shall not be altered without the  | prior  |  |
| consent of the Purchaser.   |  |  |

| 7  | 7.1  | Eligibility:   |
|----|------|--|
|    | ,    | The Bidder should not have been declared insolvent by the competent court.   |
|    | 7.2  | The Bidder should not be disqualified for contract under the law of the India.   |
|    | 7.3  | The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law  |
|    |      | or any other Law for the time being in-force.  |
|    | 7.4  | The Supplier and its Subcontractors shall have the nationality of an eligible country.   |
|    |      | A Supplier or Subcontractor shall be deemed to have the nationality of a country if  |
|    |      | it is a citizen or constituted, incorporated, or registered, and operates in conformity  |
|    |      | with the provisions of the laws of that country. Nationality must be disclosed by the  |
|    | 75   | 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,  |
|    | 0.1  | whichever is later.  |
| 9  | 9.1  | Governing Law:   |
|    |      | The Contract shall be governed by and interpreted in accordance with the laws of   |
|    | 9.2  | India, unless otherwise specified in the SCC.<br>Throughout the execution of the Contract, the Contractor shall comply with the  |
|    | 9.2  | 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   |
|    | 10.2 | consultation, then either the Purchaser or the Supplier may give notice to the other   |
|    |      | party of its intention to settle the issue by arbitration, as hereinafter provided, as to  |
|    |      | the matter in dispute, no arbitration in respect of the matter be commenced unless   |
|    |      | such notice is given in accordance with this Clause for the final settlement of the  |
|    |      | matter. Arbitration may be commenced prior to or after delivery of the Goods under   |
|    |      | the Contract.  |
|    | 10.3 | All questions, disputes and differences arising shall be referred by the The Director,   |
|    |      | National Institute of Technology, Tiruchirappalli to the sole arbitrator for arbitration   |
| 11 |      | under the provision of the Arbitrations and Conciliation Act, 1996.  |
| 11 |      | <b>Obligations During Arbitrations</b>   |
|    |      | Notwithstanding any reference to arbitration in Clause 10,   |

|    |      | a   | the parties shall continue to perform their respective obligations under the  |
|----|------|---|---|
|    |      |   | Contract unless they otherwise agree; and   |
|    |      | b   | the Purchaser shall pay any amount due to the Supplier.   |
| 12 |      | Scope of Supply   |   |
|    |      | The   | Goods and Related Services to be supplied shall be as specified in the Schedule   |
|    |      | of R  | Lequirements.   |
| 13 |      |   | ivery and Documents   |
|    |      |   | ject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the  |
|    |      |   | ated Services shall be in accordance with the Delivery and Completion Schedule  |
|    |      | -   | cified in the Schedule of Requirements. The details of shipping and other   |
| 14 |      |   | uments to be furnished by the Supplier are specified in the SCC.  |
| 14 |      |   |   |
|    |      | The Supplier shall supply all the Goods and Related Services included in the Scop |   |
|    |      |   | Supply in accordance with GCC Clause 12, and the Delivery and Completion edule, as per GCC Clause 13.   |
| 15 |      |   | tract Price   |
|    |      |   | es charged by the Supplier for the Goods supplied and the   |
|    |      |   | ated Services performed under the Contract shall not vary from the prices   |
|    |      |   | ted by the Supplier in its bid, with the exception of any price adjustments   |
|    |      | auth  | orized in the SCC.  |
| 16 | 16.1 |   | ms of Payment   |
|    |      |   | inarily, payments for services rendered or supplies made shall be released only   |
|    |      |   | r the services have been rendered or supplies appropriate to the requirement  |
|    |      |   | le. However, in following cases advance payments may be made if specified in  |
|    |      | SCC   | Advance payment demanded by firms holding maintenance contracts for   |
|    |      | а   | servicing of Air-conditioners, computers, other costly equipment, etc.  |
|    |      | b   | Advance payment demanded by firms against fabrication contracts, turnkey  |
|    |      | Ŭ   | contracts etc.  |
|    |      | с   | Such advance payment should not exceed the following limits: -  |
|    |      |   | Thirty percent of the contract value to private firms;  |
|    |      | d   | Forty percent of the contract value to a State or central Government agency or  |
|    |      |   | a Public Sector Undertaking; or   |
|    |      | e   | In case of maintenance contract, the amount should not exceed the amount  |
|    |      |   | payable for six months under the contract.  |
|    | 16.2 |   | Supplier's request for payment shall be made to the Purchaser in writing,   |
|    |      |   | ompanied by invoices describing, as appropriate, the Goods delivered and  |
|    |      |   | ated Services performed, and by the documents submitted pursuant to GCC use 13 and upon fulfilment of all other obligations stipulated in the Contract          |
|    | 16.3 |   | use 13 and upon fulfilment of all other obligations stipulated in the Contract.<br>ments shall be made promptly by the Purchaser, within ninety (90) days after |
|    | 10.5 | -   | nission of an invoice or request for payment by the Supplier, and after the   |
|    |      |   | chaser has accepted it  |
|    | 16.4 |   | currencies in which payment shall be made to the supplier under this contract   |
|    |      |   | l be Indian currency unless otherwise agreed.   |
| 17 | 17.1 |   | tes and Duties  |
|    |      |   | goods manufactured outside India, the Supplier shall be entirely responsible for  |
|    |      |   | axes, 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 |   |
|    | 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             |
|    | 10.2 | compensation for any loss resulting from the Supplier's failure to complete its           |
|    |      |   |
|    | 10.2 | obligations under the Contract.   |
|    | 18.3 | As specified in the SCC, the Performance Security, if required, shall be                  |
|    |      | denominated in the currency(ies) of the Contract or in a freely convertible currency      |
|    |      | acceptable to the Purchaser; and shall be in one of the format stipulated by the          |
|    |      | 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 6-8 weeks of receipt of           |
|    | 10.0 | performance security.   |
| 19 |      | Copyright   |
| 17 |      | The copyright in all drawings, documents, and other materials containing data and         |
|    |      |   |
|    |      | information furnished to the Purchaser by the Supplier herein shall remain vested in      |
|    |      | the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier |
|    |      | by any third party, including suppliers of materials, the copyright in such materials     |
|    |      | shall remain vested in such third party.  |
| 20 | 20.1 | Confidential Information  |
|    |      | 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               |
|    |      |   |
|    | 20.2 | 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,             |
|    | ļ    | shall not apply to information that:  |
|    |      | a Now or hereafter enters the public domain through no fault of that party;               |
|    |      |   |

|       | 1    |   |  |  |  |  |  |  |
|-------|------|---|--|--|--|--|--|--|
|       |      | b can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party;         |  |  |  |  |  |  |
|       |      | or  |  |  |  |  |  |  |
|       |      | c otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.  |  |  |  |  |  |  |
|       | 20.4 | The above provisions of GCC Clause 20 shall not in any way modify any   |  |  |  |  |  |  |
|       | 20.1 | undertaking of confidentiality given by either of the parties hereto prior to the date  |  |  |  |  |  |  |
|       |      | of the Contract in respect of the Supply or any part thereof.   |  |  |  |  |  |  |
|       | 20.5 | The provisions of GCC Clause 20 shall survive completion or termination, for  |  |  |  |  |  |  |
|       |      | whatever reason, of the Contract.   |  |  |  |  |  |  |
| 21    | 21.1 | Subcontracting  |  |  |  |  |  |  |
|       |      | The Supplier shall notify the Purchaser in writing of all subcontracts awarded under  |  |  |  |  |  |  |
|       |      | the Contract if not already specified in the bid. Such notification, in the original bid  |  |  |  |  |  |  |
|       |      | or later on shall not relieve the Supplier from any of its obligations, duties,   |  |  |  |  |  |  |
|       |      | responsibilities, or liability under the Contract.  |  |  |  |  |  |  |
|       | 21.2 | Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.   |  |  |  |  |  |  |
| 22    | 22.2 | Specifications and Standards  |  |  |  |  |  |  |
|       |      | Technical Specifications and Drawings   |  |  |  |  |  |  |
|       |      | <b>a</b> The Goods and Related Services supplied under this Contract shall conform to   |  |  |  |  |  |  |
|       |      | the technical specifications and standards mentioned in Section-VI, Schedule  |  |  |  |  |  |  |
|       |      | of Requirements and, when no applicable standard is mentioned, the standard   |  |  |  |  |  |  |
|       |      | shall be equivalent or superior to the official standards whose application is  |  |  |  |  |  |  |
|       |      | appropriate to the Goods' country of origin or India.   |  |  |  |  |  |  |
|       |      | <b>b</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  |  |  |  |  |  |  |
| • • • | 00.1 | treated in accordance with GCC Clause 33.   |  |  |  |  |  |  |
| 23    | 23.1 | Packaging and Documents   |  |  |  |  |  |  |
|       |      | The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the |  |  |  |  |  |  |
|       |      | damage or deterioration during transit to their final destination, as indicated in the  |  |  |  |  |  |  |
|       |      | Contract. During transit, the packing shall be sufficient to withstand, without limitation rough handling and exposure to extreme temperatures salt and                     |  |  |  |  |  |  |
|       |      | limitation, rough handling and exposure to extreme temperatures, salt and   |  |  |  |  |  |  |
|       |      | precipitation, and open storage. Packing case size and weights shall take into  |  |  |  |  |  |  |
|       |      | consideration, where appropriate, the remoteness of the goods' final destination and  |  |  |  |  |  |  |
|       | 23.2 | the absence of heavy handling facilities at all points in transit.  |  |  |  |  |  |  |
|       | 23.2 | The packing, marking, and documentation within and outside the packages shall<br>comply strictly with such special requirements as shall be expressly provided for in       |  |  |  |  |  |  |
|       |      | the Contract, including additional requirements, if any, specified in the SCC, and in   |  |  |  |  |  |  |
|       |      | any other instructions ordered by the Purchaser.  |  |  |  |  |  |  |
| 24    |      | Insurance   |  |  |  |  |  |  |
|       |      | Unless otherwise specified in the SCC, the Goods supplied under the Contract shall  |  |  |  |  |  |  |
|       |      | be fully insured—in a freely convertible currency from an eligible country—against  |  |  |  |  |  |  |
|       |      | loss or damage incidental to manufacture or acquisition, transportation, storage, and   |  |  |  |  |  |  |
|       |      | delivery, in accordance with the applicable Incoterms or in the manner specified in   |  |  |  |  |  |  |
|       |      | the SCC.  |  |  |  |  |  |  |
| 25    | 25.1 | Transportation and Incidental Services  |  |  |  |  |  |  |
|       |      | The Supplier is required under the Contract to transport the Goods to a specified   |  |  |  |  |  |  |
|       |      | place of final destination within India, defined as the Project Site, transport to such   |  |  |  |  |  |  |
| L     | 1    |   |  |  |  |  |  |  |

| 25.2  | place of destination in India, including insurance and storage, as shall be specified<br>in the Contract, shall be arranged by the Supplier, and related costs shall be<br>included in the Contract Price"; or any other agreed upon trade terms (specify the<br>respective responsibilities of the Purchaser and the Supplier)5.2The Supplier may be required to provide any or all of the following services,<br>including additional services, if any, specified in SCC:aperformance or supervision of on-site assembly and/or start up of the supplied<br>Goods;bfurnishing of tools required for assembly and/or maintenance of the supplied<br>Goods;cfurnishing of a detailed operations and maintenance manual for each<br>appropriate unit of the supplied Goods;dperformance or supervision or maintenance and/or repair of the supplied<br>Goods;dthe supplier of any warranty obligations under this Contract; andetraining of the Purchaser's personnel, at the Supplier's plant and/or on-site, in<br>assembly, start-up, operation, maintenance, and/or repair of the supplied  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|
|   | <ul> <li>included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)</li> <li>5.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:         <ul> <li>a performance or supervision of on-site assembly and/or start up of the supplied Goods;</li> <li>b furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d performance or supervision or maintenance and/or repair of the supplied Goods;</li> <li>d performance of supervision or maintenance and/or repair of the supplied Goods;</li> <li>d performance of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in</li> </ul> </li> </ul>   |  |  |  |  |  |  |
|   | respective responsibilities of the Purchaser and the Supplier)5.2The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:aperformance or supervision of on-site assembly and/or start up of the supplied Goods;bfurnishing of tools required for assembly and/or maintenance of the supplied Goods;cfurnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;dperformance or supervision or maintenance and/or repair of the supplied Goods;etraining of the Purchaser's personnel, at the Supplier's plant and/or on-site, in   |  |  |  |  |  |  |
|   | <ul> <li>5.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</li> <li>a performance or supervision of on-site assembly and/or start up of the supplied Goods;</li> <li>b furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in</li> </ul>  |  |  |  |  |  |  |
|   | including additional services, if any, specified in SCC:aperformance or supervision of on-site assembly and/or start up of the supplied<br>Goods;bfurnishing of tools required for assembly and/or maintenance of the supplied<br>Goods;cfurnishing of a detailed operations and maintenance manual for each<br>appropriate unit of the supplied Goods;dperformance or supervision or maintenance and/or repair of the supplied<br>Goods, for a period of time agreed by the parties, provided that this service shall<br>not relieve the Supplier of any warranty obligations under this Contract; andetraining of the Purchaser's personnel, at the Supplier's plant and/or on-site, in  |  |  |  |  |  |  |
| 25.3  | aperformance or supervision of on-site assembly and/or start up of the supplied<br>Goods;bfurnishing of tools required for assembly and/or maintenance of the supplied<br>Goods;cfurnishing of a detailed operations and maintenance manual for each<br>appropriate unit of the supplied Goods;dperformance or supervision or maintenance and/or repair of the supplied<br>Goods, for a period of time agreed by the parties, provided that this service shall<br>not relieve the Supplier of any warranty obligations under this Contract; andetraining of the Purchaser's personnel, at the Supplier's plant and/or on-site, in  |  |  |  |  |  |  |
| 25.3  | aperformance or supervision of on-site assembly and/or start up of the supplied<br>Goods;bfurnishing of tools required for assembly and/or maintenance of the supplied<br>Goods;cfurnishing of a detailed operations and maintenance manual for each<br>appropriate unit of the supplied Goods;dperformance or supervision or maintenance and/or repair of the supplied<br>Goods, for a period of time agreed by the parties, provided that this service shall<br>not relieve the Supplier of any warranty obligations under this Contract; andetraining of the Purchaser's personnel, at the Supplier's plant and/or on-site, in  |  |  |  |  |  |  |
| 25.3  | Goods;         b       furnishing of tools required for assembly and/or maintenance of the supplied Goods;         c       furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;         d       performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and         e       training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in   |  |  |  |  |  |  |
| 25.3  | Goods;         c       furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;         d       performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and         e       training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in   |  |  |  |  |  |  |
| 25.3  | Goods;         c       furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;         d       performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and         e       training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in   |  |  |  |  |  |  |
| 25.3  | cfurnishing of a detailed operations and maintenance manual for each<br>appropriate unit of the supplied Goods;dperformance or supervision or maintenance and/or repair of the supplied<br>Goods, for a period of time agreed by the parties, provided that this service shall<br>not relieve the Supplier of any warranty obligations under this Contract; andetraining of the Purchaser's personnel, at the Supplier's plant and/or on-site, in  |  |  |  |  |  |  |
| 25.3  | appropriate unit of the supplied Goods;         d       performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and         e       training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in  |  |  |  |  |  |  |
| 25.3  | dperformance or supervision or maintenance and/or repair of the supplied<br>Goods, for a period of time agreed by the parties, provided that this service shall<br>not relieve the Supplier of any warranty obligations under this Contract; andetraining of the Purchaser's personnel, at the Supplier's plant and/or on-site, in   |  |  |  |  |  |  |
| 25.3  | Goods, for a period of time agreed by the parties, provided that this service shall<br>not relieve the Supplier of any warranty obligations under this Contract; andetraining of the Purchaser's personnel, at the Supplier's plant and/or on-site, in   |  |  |  |  |  |  |
| 25.3  | not relieve the Supplier of any warranty obligations under this Contract; andetraining of the Purchaser's personnel, at the Supplier's plant and/or on-site, in  |  |  |  |  |  |  |
| 25.3  | e training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in  |  |  |  |  |  |  |
| 25.3  | training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in  |  |  |  |  |  |  |
| 25.3  | assembly, start-up, operation, maintenance, and/or repair of the supplied  |  |  |  |  |  |  |
| 25.3  |  |  |  |  |  |  |  |
| 25.3  | Goods.   |  |  |  |  |  |  |
| 25.5  | Prices charged by the Supplier for incidental services, if not included in the Contract  |  |  |  |  |  |  |
|   | Price for the Goods, shall be agreed upon in advance by the parties and shall not  |  |  |  |  |  |  |
|   | exceed the prevailing rates charged to other parties by the Supplier for similar   |  |  |  |  |  |  |
|   | services otherwise shall be at the cost of suppliers.  |  |  |  |  |  |  |
| <b>26</b> 26.1  | 5.1 Inspections and Tests  |  |  |  |  |  |  |
| The Supplier shall at its own expense and at no cost to the Purchaser carry |  |  |  |  |  |  |  |
|   | such tests and/or inspections of the Goods and Related Services as are specified in the SCC.   |  |  |  |  |  |  |
|   |  |  |  |  |  |  |  |
| 26.2  | The inspections and tests may be conducted on the premises of the Supplier or its  |  |  |  |  |  |  |
|   | Subcontractor, at point of delivery, and/or at the Goods' final destination, or in<br>another place in India as specified in the SCC. Subject to GCC Sub-Clause 26.3, if<br>conducted on the premises of the Supplier or its Subcontractor, all reasonable<br>facilities and assistance, including access to drawings and production data, shall be  |  |  |  |  |  |  |
|   |  |  |  |  |  |  |  |
|   |  |  |  |  |  |  |  |
|   |  |  |  |  |  |  |  |
|   |  |  |  |  |  |  |  |
|   | furnished to the inspectors at no charge to the Purchaser.   |  |  |  |  |  |  |
| 26.3  | furnished to the inspectors at no charge to the Purchaser.   |  |  |  |  |  |  |
| 26.3  | 5.3 The Purchaser or its designated representative shall be entitled to attend the tests   |  |  |  |  |  |  |
| 26.3  | <sup>5.3</sup> The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser   |  |  |  |  |  |  |
| 26.3  | <sup>5.3</sup> The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance  |  |  |  |  |  |  |
|   | <sup>5.3</sup> The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.   |  |  |  |  |  |  |
| 26.3  | <sup>5.3</sup> The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.   |  |  |  |  |  |  |
|   | <ul> <li>The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</li> <li>Whenever the Supplier is ready to carry out any such test and inspection, it shall give</li> </ul>   |  |  |  |  |  |  |
|   | <ul> <li><sup>5.3</sup> The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</li> <li><sup>5.4</sup> Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The</li> </ul>  |  |  |  |  |  |  |
|   | <ul> <li><sup>5.3</sup> The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</li> <li><sup>5.4</sup> Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary</li> </ul>  |  |  |  |  |  |  |
|   | <ul> <li><sup>5.3</sup> The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</li> <li><sup>5.4</sup> Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to</li> </ul>  |  |  |  |  |  |  |
| 26.4  | <ul> <li><sup>5.3</sup> The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</li> <li><sup>5.4</sup> Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</li> </ul>   |  |  |  |  |  |  |
|   | <ul> <li>5.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</li> <li>5.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</li> <li>5.5 The Purchaser may require the Supplier to carry out any test and/or inspection not</li> </ul>   |  |  |  |  |  |  |
| 26.4  | <ul> <li>5.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</li> <li>5.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</li> <li>5.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and</li> </ul>  |  |  |  |  |  |  |
| 26.4  | <ul> <li>5.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</li> <li>5.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</li> <li>5.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and</li> </ul>  |  |  |  |  |  |  |
| 26.4  | <ul> <li>5.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</li> <li>5.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</li> <li>5.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and</li> </ul>  |  |  |  |  |  |  |
| 26.4  | <ul> <li>5.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</li> <li>5.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</li> <li>5.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to</li> </ul> |  |  |  |  |  |  |
| 26.4  | <ul> <li>5.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</li> <li>5.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</li> <li>5.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and</li> </ul>  |  |  |  |  |  |  |
|   | conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be   |  |  |  |  |  |  |

| 28.6<br>29.1 | 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.<br><b>Patent Indemnity</b> 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 |  |  |  |  |  |  |
|--------------|---|--|--|--|--|--|--|
|              | specified in the SCC; the Purchaser may proceed to take within a reasonable period<br>such remedial action as may be necessary, at the Supplier's risk and expense and<br>without prejudice to any other rights which the Purchaser may have against the<br>Supplier under the Contract.<br><b>Patent Indemnity</b>   |  |  |  |  |  |  |
|              | specified in the SCC; the Purchaser may proceed to take within a reasonable period<br>such remedial action as may be necessary, at the Supplier's risk and expense and<br>without prejudice to any other rights which the Purchaser may have against the<br>Supplier under the Contract.  |  |  |  |  |  |  |
| 28.6         | specified in the SCC; the Purchaser may proceed to take within a reasonable period<br>such remedial action as may be necessary, at the Supplier's risk and expense and<br>without prejudice to any other rights which the Purchaser may have against the  |  |  |  |  |  |  |
| 28.6         | 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   |  |  |  |  |  |  |
| 28.6         |   |  |  |  |  |  |  |
| 28.6         | If having been notified, the Supplier fails to remedy the defect within the period  |  |  |  |  |  |  |
| 1            |   |  |  |  |  |  |  |
|              | to the<br>Purchaser.  |  |  |  |  |  |  |
|              | SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost   |  |  |  |  |  |  |
| 28.5         | Upon receipt of such notice, the Supplier shall, within the period specified in the   |  |  |  |  |  |  |
|              | inspect such defects.   |  |  |  |  |  |  |
|              | thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to  |  |  |  |  |  |  |
|              | together with all available evidence thereof, promptly following the discovery  |  |  |  |  |  |  |
| 28.4         | The Purchaser shall give notice to the Supplier stating the nature of any such defects  |  |  |  |  |  |  |
|              | agreed.   |  |  |  |  |  |  |
|              | delivered to and accepted at the final destination indicated in the SCC, or warranty<br>period mentioned by supplier whichever period concludes later unless mutually   |  |  |  |  |  |  |
|              | 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  |  |  |  |  |  |  |
| 28.3         | Unless otherwise specified in the SCC, the warranty shall remain valid for 24-36  |  |  |  |  |  |  |
|              | prevailing in India.  |  |  |  |  |  |  |
|              | from design, materials, and workmanship, under normal use in the conditions   |  |  |  |  |  |  |
|              | shall be free from defects arising from any act or omission of the Supplier or arising  |  |  |  |  |  |  |
| 28.2         | Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods  |  |  |  |  |  |  |
|              | materials, unless provided otherwise in the Contract.   |  |  |  |  |  |  |
|              | current models, and that they incorporate all recent improvements in design and   |  |  |  |  |  |  |
| 28.1         | Warranty<br>The Supplier warrants that all the Goods are new, unused, and of the most recent or   |  |  |  |  |  |  |
| 201          | may terminate the Contract pursuant to GCC Clause 33.   |  |  |  |  |  |  |
|              | percentage specified in those SCC. Once the maximum is reached, the Purchaser   |  |  |  |  |  |  |
|              | of delay until actual delivery or performance, up to a maximum deduction of the   |  |  |  |  |  |  |
|              | price of the delayed Goods or unperformed Services for each week or part thereof  |  |  |  |  |  |  |
|              | damages, a sum equivalent to the percentage specified in the SCC of the delivered   |  |  |  |  |  |  |
|              | other remedies under the Contract, deduct from the Contract Price, as liquidated  |  |  |  |  |  |  |
|              | period specified in the Contract, the Purchaser may without prejudice to all its  |  |  |  |  |  |  |
|              | of the Goods by the Date(s) of delivery or perform the Related Services within the  |  |  |  |  |  |  |
|              | Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all   |  |  |  |  |  |  |
|              | notice pursuant to GCC Sub-Clause 26.4. Liquidated Damages  |  |  |  |  |  |  |
|              | and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a   |  |  |  |  |  |  |
|              | or make alterations necessary to meet the specifications at no cost to the Purchaser,   |  |  |  |  |  |  |
|              | by the purchaser, shall either rectify or replace such rejected Goods or parts thereof  |  |  |  |  |  |  |
|              | and/or inspection or do not conform to the specifications. The Supplier, if permitted   |  |  |  |  |  |  |
| 26.7         | The Purchaser may reject any Goods or any part thereof that fail to pass any test   |  |  |  |  |  |  |
| 20.0         | and/or inspection.  |  |  |  |  |  |  |
| 26.6         | Completion Dates and the other obligations so affected.<br>The Supplier shall provide the Purchaser with a report of the results of any such test   |  |  |  |  |  |  |
|              | Contract, due allowance will be made in respect of the Delivery Dates and   |  |  |  |  |  |  |
|              | 28.1<br>28.2<br>28.3  |  |  |  |  |  |  |

| r  | 1    |   |  |  |  |  |  |  |  |  |
|----|------|---|--|--|--|--|--|--|--|--|
|    |      | losses, damages, costs, and expenses of any nature, including attorney's fees and       |  |  |  |  |  |  |  |  |
|    |      | expenses, which the Purchaser may suffer as a result of any infringement or alleged     |  |  |  |  |  |  |  |  |
|    |      | infringement of any patent, utility model, registered design, trademark, copyright, or  |  |  |  |  |  |  |  |  |
|    |      | other intellectual property right registered.   |  |  |  |  |  |  |  |  |
|    | 29.2 | If any proceedings are brought or any claim is made against the Purchaser arising       |  |  |  |  |  |  |  |  |
|    |      | out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly     |  |  |  |  |  |  |  |  |
|    |      | give the Supplier a notice thereof, and the Supplier may at its own expense and in      |  |  |  |  |  |  |  |  |
|    |      | the Purchaser's name conduct such proceedings or claim and any negotiations for         |  |  |  |  |  |  |  |  |
|    |      | the settlement of any such proceedings or claim.  |  |  |  |  |  |  |  |  |
|    | 29.3 | The Purchaser shall, at the Supplier's request, afford all available assistance to the  |  |  |  |  |  |  |  |  |
|    |      | Supplier in conducting such proceedings or claim, and shall be reimbursed by the        |  |  |  |  |  |  |  |  |
|    |      | Supplier for all reasonable expenses incurred in so doing.                              |  |  |  |  |  |  |  |  |
| 30 | 30.1 | Force Majeure   |  |  |  |  |  |  |  |  |
| 00 | 50.1 | 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     |  |  |  |  |  |  |  |  |
|    |      | not due to negligence or lack of care on the part of the Supplier. Such events may      |  |  |  |  |  |  |  |  |
|    |      |   |  |  |  |  |  |  |  |  |
|    |      | nclude, but not be limited to, wars or revolutions ,fires, floods, epidemics,           |  |  |  |  |  |  |  |  |
|    | 20.2 | quarantine restrictions, and freight embargoes.   |  |  |  |  |  |  |  |  |
|    | 30.2 | If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser   |  |  |  |  |  |  |  |  |
|    |      | in writing of such condition and the cause thereof. Unless otherwise directed by the    |  |  |  |  |  |  |  |  |
|    |      | Purchaser in writing, the Supplier shall continue to perform its obligations under the  |  |  |  |  |  |  |  |  |
|    |      | Contract as far as is reasonably possible, and shall seek all reasonable alternative    |  |  |  |  |  |  |  |  |
|    |      | means for performance not prevented by the Force Majeure event.                         |  |  |  |  |  |  |  |  |
|    | 30.3 | The Supplier shall not be liable for forfeiture of its Performance Security, liquidated |  |  |  |  |  |  |  |  |
|    |      | damages, or termination for default if and to the extent that it's delay in performance |  |  |  |  |  |  |  |  |
|    |      | or other failure to perform its obligations under the Contract is the result of an even |  |  |  |  |  |  |  |  |
|    |      | 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 |   |  |  |  |  |  |  |  |  |
| 54 | 52.1 | 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.        |  |  |  |  |  |  |  |  |
| L  | 1    | 1 - 0, and a chemiston of time is about apoin, purbaunt to 000 but chause 5111          |  |  |  |  |  |  |  |  |

| 33 | 33.1 | Termination for Default  |  |  |  |  |  |  |
|----|------|--|--|--|--|--|--|--|
|    |      | The Purchaser, without prejudice to any other remedy for breach of Contract, by  |  |  |  |  |  |  |
|    |      | written notice of default sent to the Supplier, may terminate the Contract in whole  |  |  |  |  |  |  |
|    |      | or in part:  |  |  |  |  |  |  |
|    |      | a if the Supplier fails to deliver any or all of the Goods within the period specified   |  |  |  |  |  |  |
|    |      | in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause32;  |  |  |  |  |  |  |
|    |      |  |  |  |  |  |  |  |
|    |      |  |  |  |  |  |  |  |
|    |      | 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 theContract  |  |  |  |  |  |  |
|    |      | 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   |  |  |  |  |  |  |
|    |      | nanner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be lighted to the Durchaser for    |  |  |  |  |  |  |
|    |      | ndelivered or not performed, and the Supplier shall be liable to the Purchaser for<br>ny additional costs for such similar Goods or Related Services. However, the |  |  |  |  |  |  |
|    |      | upplier shall continue performance of the Contract to the extent not terminated.   |  |  |  |  |  |  |
|    | 33.2 | Termination for Insolvency   |  |  |  |  |  |  |
|    |      | The Purchaser may at any time terminate the Contract by giving notice to the   |  |  |  |  |  |  |
|    |      | Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event,   |  |  |  |  |  |  |
|    |      | termination will be without compensation to the Supplier, provided that such   |  |  |  |  |  |  |
|    |      | ermination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.                                 |  |  |  |  |  |  |
|    | 33.3 | Termination for Convenience  |  |  |  |  |  |  |
|    |      | a The Purchaser, by notice sent to the Supplier, may terminate the Contract, in  |  |  |  |  |  |  |
|    |      | whole or in part, at any time for its convenience. The notice of termination shall   |  |  |  |  |  |  |
|    |      | specify that termination is for the Purchaser's convenience, the extent to which   |  |  |  |  |  |  |
|    |      | performance of the Supplier under the Contract is terminated, and the date upon  |  |  |  |  |  |  |
|    |      | which such termination becomes effective.  |  |  |  |  |  |  |
|    |      | b The Goods that are complete and ready for shipment within twenty-eight (28)  |  |  |  |  |  |  |
|    |      | days after the Supplier's receipt of notice of termination shall be accepted by<br>the Burchaser at the Contract terms and prices. For the remaining Goods, the    |  |  |  |  |  |  |
|    |      | the Purchaser at the Contract terms and prices. For the remaining Goods, the<br>Purchaser may elect :  |  |  |  |  |  |  |
|    |      | (i) to have any portion completed and delivered at the Contract terms and  |  |  |  |  |  |  |
|    |      | prices ; and/or  |  |  |  |  |  |  |
|    |      | (ii) to cancel the remainder and pay to the Supplier an agreed amount for  |  |  |  |  |  |  |
|    |      | partially completed Goods and Related Services and for materials and parts   |  |  |  |  |  |  |
| 24 |      | previously procured by the Supplier.   |  |  |  |  |  |  |
| 34 |      | Assignment   |  |  |  |  |  |  |
|    |      | Neither the Purchaser nor the Supplier shall assign, in whole or in part, their  |  |  |  |  |  |  |
|    |      | obligations under this Contract, except with prior written consent of the other party.   |  |  |  |  |  |  |

## Section VIII Special Conditions of Contract

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

| GCC         | SCC   |  |  |  |  |  |
|-------------|---|--|--|--|--|--|
| Clause      |   |  |  |  |  |  |
| Ref. No.    |   |  |  |  |  |  |
| GCC 1.1 (i) | The Purchaser's country is: India.  |  |  |  |  |  |
| GCC 1.1 (k) | The Purchaser is : THE DIRECTOR, NIT TIRUCHIRAPPALLI  |  |  |  |  |  |
|             | KIND ATTENTION TO: Dr. Baby Viswambharan & Dr N Jothi Lakshmi,  |  |  |  |  |  |
|             | Assistant Professors, DEPARTMENT OF CHEMISTRY   |  |  |  |  |  |
| GCC 1.1 (j) | The Project Site(s)/Final Destination(s) is/are: <b>DEPARTMENT OF CHEMISTRY</b> ,   |  |  |  |  |  |
|             | NIT TIRUCHIRAPPALLI.  |  |  |  |  |  |
| GCC 5.1     | The language shall be: English  |  |  |  |  |  |
| GCC 8.1     | For notices, the Purchaser's address shall be :   |  |  |  |  |  |
|             | Attention : Dr. Baby Viswambharan & Dr N Jothi Lakshmi, Assistant   |  |  |  |  |  |
|             | Professors<br>Street Address : DEPARTMENT OF CHEMISTRY  |  |  |  |  |  |
|             | Floor/ Room number :-   |  |  |  |  |  |
|             | City : TIRUCHIRAPPALLI  |  |  |  |  |  |
|             | ZIP Code : 620015   |  |  |  |  |  |
|             | Country : India   |  |  |  |  |  |
|             | Phone : 0 4 3 1 - 2 5 0 3 6 3 0   |  |  |  |  |  |
|             | Electronic mail address : babyv@nitt.edu / jothi@nitt.edu   |  |  |  |  |  |
| GCC 9.1     | The governing law shall be the <b>law of India</b> .  |  |  |  |  |  |
| GCC 10.2    | The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2  |  |  |  |  |  |
|             | shall be as follows :   |  |  |  |  |  |
|             | Contracts with Supplier for arbitral proceeding   |  |  |  |  |  |
|             | in the case of a dispute between the Purchaser and a Supplier, the dispute shall be   |  |  |  |  |  |
|             | referred to adjudication or arbitration in accordance with the laws of India by the   |  |  |  |  |  |
| GCC 13.1    | arbitrator appointed by The Director, NITT, unless otherwise agreed.<br>Details of Shipping and other Documents to be furnished by the Supplier are : |  |  |  |  |  |
| GCC 15.1    | (i) An airway bill  |  |  |  |  |  |
|             | (ii) Insurance Certificate,   |  |  |  |  |  |
|             | (iii) Manufacturer's or Supplier's Warranty Certificate,  |  |  |  |  |  |
|             | (iv) Inspection Certificate issued by nominated inspection agency,  |  |  |  |  |  |
|             | (v) Supplier's factory shipping details etc.  |  |  |  |  |  |
|             | (vi) The above documents shall be received by the Purchaser before arrival  |  |  |  |  |  |
|             | of the Goods and, if not received, the Supplier will be responsible for   |  |  |  |  |  |
| GCC 15.1    | any consequent expenses.  |  |  |  |  |  |
| 600 15.1    | The prices charged for the Goods supplied and the related Services performed <b>shall not</b> be adjustable.  |  |  |  |  |  |
| GCC 16.1    | GCC 16.1—The method and conditions of payment to be made to the Supplier  |  |  |  |  |  |
|             | under this Contract shall be as follows :   |  |  |  |  |  |
|             | Payment for Goods supplied from abroad :  |  |  |  |  |  |
|             | Payment of foreign currency portion shall be made in Indian Rupees in the   |  |  |  |  |  |

|                      | following manner:   |  |  |  |  |  |  |  |
|----------------------|---|--|--|--|--|--|--|--|
|                      | <ul> <li>following manner :</li> <li>(i) On Shipment &amp; Delivery : Ninety (90%) percent of the Contract Price of the</li> </ul>  |  |  |  |  |  |  |  |
|                      | (i) <b>On Shipment &amp; Delivery :</b> Ninety (90%) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit  |  |  |  |  |  |  |  |
|                      |   |  |  |  |  |  |  |  |
|                      | opened in favor of the Supplier in a bank in its country, upon receiving  |  |  |  |  |  |  |  |
|                      | equipment in good condition and documents specified in GCC Clause 13.1  |  |  |  |  |  |  |  |
|                      | under Section-VII.  |  |  |  |  |  |  |  |
|                      | <ul> <li>(i) On Acceptance : Remaining (10%) percent of the Contract Price of Equipment received shall be paid within thirty (30) days of receipt of the equipment upon submission of claim supported by the acceptance certificate issued by the Purchaser by bank draft/wire transfer.</li> <li>Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</li> </ul> |  |  |  |  |  |  |  |
|                      | have been performed.  |  |  |  |  |  |  |  |
|                      | Payment for Goods and Services supplied from within India :   |  |  |  |  |  |  |  |
|                      | Payment for Goods and Services supplied from within India shall be made in  |  |  |  |  |  |  |  |
|                      | Indian Rupees, as follows :   |  |  |  |  |  |  |  |
|                      | (i) On Delivery, Acceptance and Installation and Commissioning : Hundred<br>(100%) percent of the Contract Price shall be paid on receipt of the Goods in<br>good conditions, acceptance and satisfactory installation & commissioning<br>certificate provided by the Purchase Initiator. and acceptance certificate for<br>satisfactory installation and functioning.  |  |  |  |  |  |  |  |
| GCC 18.1             |   |  |  |  |  |  |  |  |
| GCC 18.3             |   |  |  |  |  |  |  |  |
|                      | Guarantee/Bank Deposit Reciept/Demand Draft   |  |  |  |  |  |  |  |
|                      | If required, the Performance security shall be denominated in <b>Indian Rupees</b> .  |  |  |  |  |  |  |  |
| GCC 23.2             | The packing, marking and documentation within and outside the packages shall  |  |  |  |  |  |  |  |
| 000 2012             | comply strictly with such special requirements as shall be expressly provided for in  |  |  |  |  |  |  |  |
|                      | the Contract.   |  |  |  |  |  |  |  |
| GCC 24.1             | The insurance coverage shall be as specified in the <b>Incoterms</b> .  |  |  |  |  |  |  |  |
| 0002                 | If not in accordance with <b>Incoterms</b> , insurance shall be as follows: <b>NA</b>   |  |  |  |  |  |  |  |
| GCC 25.1             | Responsibility for transportation of the Goods shall be as specified in the   |  |  |  |  |  |  |  |
| 000 23.1             | Incoterms.  |  |  |  |  |  |  |  |
|                      | If not in accordance with <b>Incoterms</b> , responsibility for transportations shall be as   |  |  |  |  |  |  |  |
|                      | follows: NA   |  |  |  |  |  |  |  |
| GCC 25.2             | Incidental services to be provided are:   |  |  |  |  |  |  |  |
|                      | Selected services covered under GCC Clause 25.2 and/or other should be specified  |  |  |  |  |  |  |  |
|                      | with the desired features. The price quoted in the bid price or agreed with the   |  |  |  |  |  |  |  |
|                      | selected Supplier shall be included in the Contract Price.  |  |  |  |  |  |  |  |
| GCC 26.1             | The inspections and tests shall be: Equipment should be installed at site by  |  |  |  |  |  |  |  |
| 000 20.1             | designated engineer of the firm. Demonstration should be made to the satisfaction   |  |  |  |  |  |  |  |
|                      | of the P.I. At least four free visits should be made by the engineer during the first   |  |  |  |  |  |  |  |
|                      | year after installation to clarify and rectify any doubts or problems as may be faced   |  |  |  |  |  |  |  |
|                      | by the user.  |  |  |  |  |  |  |  |
| GCC 26.2             | The Inspections and tests shall be conducted at the Department where the  |  |  |  |  |  |  |  |
|                      | equipment is installed. For the rest please refer to GCC 26.1.  |  |  |  |  |  |  |  |
| GCC 27.1             | The liquidated damage shall be: <b>0.5%</b> per week  |  |  |  |  |  |  |  |
| GCC 27.1<br>GCC 27.1 | The maximum amount of liquidated damages shall be: 5%   |  |  |  |  |  |  |  |
| GCC 27.1<br>GCC 28.3 | The period of validity of the Warranty shall be <b>24-36 Months</b> from date of  |  |  |  |  |  |  |  |
| GUU 20.3             |   |  |  |  |  |  |  |  |
|                      | acceptance/ satisfactory installation of the equipment.   |  |  |  |  |  |  |  |
|                      | For purposes of the Warranty, the place(s) of final destination(s) shall be the   |  |  |  |  |  |  |  |

|          | Department where the equipment is installed.  |  |  |  |  |
|----------|---|--|--|--|--|
|          | The Supplier shall, in addition, comply with the performance and/or consumption       |  |  |  |  |
|          | guarantees specified under the Contract (if any). If, for reasons attributable to the |  |  |  |  |
|          | Supplier, these guarantees are not attained in whole or in part, the Supplier shall,  |  |  |  |  |
|          | at its discretion, either:  |  |  |  |  |
|          | (a) make such changes, modifications, and/or additions to the Goods or any part       |  |  |  |  |
|          | thereof as may be necessary in order to attain the contractual guarantees specified   |  |  |  |  |
|          | in the Contract at its own cost and expense and to carry out further performance      |  |  |  |  |
|          | tests in accordance with SCC 4, or  |  |  |  |  |
|          | (b) pay liquidated damages to the Purchaser with respect to the failure to meet the   |  |  |  |  |
|          | contractual guarantees. The rate of these liquidated damages shall be 0.5% per        |  |  |  |  |
|          | week of actual value of the equipment (maximum 5%).                                   |  |  |  |  |
| GCC 28.5 | The period for repair or replacement shall be:10 days                                 |  |  |  |  |

# Part-4 Bidding Forms & Contract Forms

# Section IX : Bidding Forms

# **Table of Forms**

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

# (i) TenderForm

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

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

Tender No. ....

То

The\_\_\_\_\_

Dear Sir,

- 1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions toBidders;
- 2. I/We meet the eligibility requirements and have no conflict of interest;
- 3. I/We have not been suspended nor declared ineligible inIndia;
- 4. I/We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and RelatedServices]*;
- 5. I/We offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 120 Days from the date of opening of thetender.
- 6. I/we shall be bound by a communication of acceptance issued byyou.
- 7. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
- 8. A crossed Bank Draft in favor of the Director, National Institute of Technology, Tiruchirappalli for Rs. \_\_\_\_\_\_(Rupees\_\_\_\_\_\_.only) as Earnest Money is enclosed. The Draft is drawn on \_\_\_\_\_\_.Bank payable at Tiruchirappalli.
- 9. The following have been added to form part of this tender.
  - (a) Samples of items quoted for, as per instructions provided in the schedule of requirement.
  - (b) Schedule of requirements, quoting the make only duly signed and stamped.(without indicating price)
  - (c) Income Tax Return.

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

#### Or

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

#### Or

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

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

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

| Name of the Bidder*   | : |   |
|---|---|---|
| GSTIN Number of the Bidder  |   |   |
| NSIC / MSME REGISTERED BIDDERS I<br>[THE SCANNED COPY OF THE CERT]<br>SECTION]  |   | TAILS (IF APPLICABLE)<br>CATE TO BE UPLOADED IN THE EMD |
| MSME Registration Number & Validity of the Certificate                          |   |   |
| NSIC Government Registration Number & Validity of the Ceriticate                |   |   |
| Name of the person duly authorized to sign<br>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: .....

.....

| ••••• | ••••• | <br>• • • • • • • • • • • • • • • • • • • |
|-------|-------|---|

.....

Telephone No.:

E-mail\_\_\_\_\_

Company seal

# **Tender Form**

#### (Priced Bid)

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

То

The\_\_\_\_\_

\_\_\_\_\_

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

Sir,

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

- 1. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule 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 ofQuantity-BOQ).
  - b. Statement of deviations from financial terms and conditions.
- 4. We agree to abide by our offer for a period of 120 Days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
- 5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
- 6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:[insertcompletenameofeach

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

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
|                   |         |        |        |
|                   |         |        |        |
|                   |         |        |        |
|                   |         |        |        |

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

- 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 dayof      |
| Details of enclosures |
| Full Address:         |
| Telephone No          |
| Mobile No.:           |
| E-mail:               |

Company Seal

#### **Bidder Information Form**

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

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

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

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

Page\_\_\_\_of\_\_\_pages

| 1. | Bidder's Name [insert Bidder's legal name]   |
|----|--|
| 2. | In case of JV, legal name of each member : [insert legal name of each member in JV]                      |
| 3. | Bidder's actual or intended country of registration: [insert actual or intended country of registration] |
| 4. | Bidder's year of registration: [insert Bidder's year of registration]                                    |
| 5. | Bidder's Address in country of registration: [insert Bidder's legal address in country of registration]  |
|    |  |
| 6. | Bidder's Authorized Representative InformationName : [insert   |
|    | Authorized Representative's name] Address :[insert Authorized  |
|    | Representative's Address]  |
|    | Telephone/Fax numbers : [insert Authorized Representative's telephone/fax numbers]                       |
|    | Email Address: [insert Authorized Representative's email address]  |
| 1. | Attached are copies of original documents of [check the box(es) of the attached original documents]      |
|    | Articles of Incorporation (or equivalent documents of constitution or association), and/or               |
|    | documents of registration of the legal entity namedabove.  |
|    | □ In case of JV, letter of intent to form JV or JVagreement.   |
|    | □ In case of Government-owned enterprise or institution, documentsestablishing:                          |
|    | Legal and financialautonomy  |
|    | Operation under commerciallaw  |
|    | • Establishing that the Bidder is not dependent agency of the Purchaser                                  |
| 2. | Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.       |
|    |  |

# **Manufacturer's Authorization**

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

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

To: [insert complete name of Purchaser]

WHEREAS

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

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

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

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

Title: [insert title]

Dated on

day of

[insert date of signing]

,

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

#### **EMD Returning Form**

То

The Director

National Institute of Technology,

Tiruchirappalli – 620 015

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

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

|                                 | 1 3 |
|---------------------------------|-----|
| Tender / Quotation Reference No |     |
| EMD amount                      |     |
| DD Number                       |     |
| DD issued Bank                  |     |
| Date of DD                      |     |
|                                 |     |

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

| Account Name        |  |
|---------------------|--|
| Bank Account Number |  |
| IFSC code           |  |
| Bank                |  |

Signature with Seal and Date

## MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

То

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

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

1

- 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:     |                          | Branc | h Nam | ne: |   |      |     |     |  |
|----------------|--------------------------|-------|-------|-----|---|------|-----|-----|--|
| PIN Code:      |                          | Branc | h Cod | e:  |   |      |     |     |  |
| IFS Code:(11 d | igit alpha numeric code) |       |       |     |   |      |     |     |  |
| Account Type   | Savings                  | Cu    | rrent |     | C | Cash | Cre | dit |  |
| Account Number | er:                      |       |       |     |   |      |     |     |  |

#### DECLARATION

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

Place:\_\_\_\_\_Date: \_\_

Signature & Seal of the Authorized Signatory of the Party

# Section X. Contract Forms

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

# **Table of Forms**

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

# **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,

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

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

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

Yours Faithfully,

#### (Signature of the Bidder, with Official Seal)

# **Contract Agreement**

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

#### THIS AGREEMENT made

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

#### BETWEEN

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

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

The Purchaser and the Supplier agree as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contractdocuments.
  - (a) the Letter of Acceptance
  - (b) the Tender Forms
  - (c) the Addenda Nos. (if any)
  - (d) Special Conditions of Contract
  - (e) General onditions of Contract
  - (f) the Specification (including Schedule of Requirements and Technical Specifications)
  - (g) the completed Schedules (including Price Schedules(BOQ))
  - (h) any other document listed in GCC as forming part of theContract

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

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

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

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

For and on behalf of the Supplier

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

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

#### **Performance Security Option 1: (Bank Guarantee)**

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

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

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

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

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

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

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

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

 <sup>&</sup>lt;sup>5</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.
 <sup>6</sup> Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note

that in the event of an extension of this date for completion date as described in OC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the pen ultimate paragraph:

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

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

[signature(s)]

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

# **Option 2: Performance Bond**

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

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

\_\_\_\_\_Day of \_\_\_\_\_, 20 \_\_\_\_, for [name of contract and briefdescription

of

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

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

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

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

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

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

In testimony whereof, the Supplier has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this dayof 20.

| SIGNED ON                               | on    |     | behalf   |
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# <u>Help Page to Web load the documents in E-Tender Portal</u> <u>For Cover Wise Uploading The Tender Documents</u>

## AFTER LOGGING IN TO THE BIDDER'S LOGIN

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

COVER - 1

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

| pe Document Type<br>al .pdf<br>.pdf<br>.pdf<br>.pdf | DescriptionTender Forms (Techno<br>Commercial Un-Priced Bid and<br>Tender Acceptance Letter)Scanned Copy of Completion<br>SchedulesTechnical Bid (brochures<br>/pamphlets)Scanned Copy of written | RemarksTechno commercial Unpriced bid and dulyfilled and signed TenderAcceptance letteravailable in Part – 4Section IXPrevious supplies andinstallation along withcompletion certificateBrochure / Pamphlet ofthe quoted Make &Models along with the              |
|---|---|---|
| .pdf  | Commercial Un-Priced Bid and<br>Tender Acceptance Letter)<br>Scanned Copy of Completion<br>Schedules<br>Technical Bid (brochures<br>/pamphlets)   | priced bid and duly<br>filled and signed Tender<br>Acceptance letter<br>available in Part – 4<br>Section IX<br>Previous supplies and<br>installation along with<br>completion certificate<br>Brochure / Pamphlet of<br>the quoted Make &<br>Models along with the |
| .pdf  | Schedules<br>Technical Bid (brochures<br>/pamphlets)  | installation along with<br>completion certificate<br>Brochure / Pamphlet of<br>the quoted Make &<br>Models along with the   |
|   | /pamphlets)   | the quoted Make &<br>Models along with the  |
| ndf   | Scanned Conv. of written  | specifications  |
| .pur  | confirmation authorizing the<br>signatory of the Bid to commit<br>the Bidder  | Authorising the<br>signatory of the bid to<br>commit the bidder in<br>(written confirmation)  |
| .xls  | Technical Bid   | Duly filled-in Technical<br>Excel file in 97-2003<br>format   |
| .pdf  | Technical Bid   | Duly filled-in and<br>signed Technical bid in<br>PDF  |
|   |   |   |
| e .pdf  | Scanned Copy of Tender form<br>(Priced Bid)   | Duly filled and signed<br>Tender Form (Price Bid)<br>available in Part – 4<br>Section IX  |
| .xls  | BOQ   | Duly filled in Price Bid<br>Excel file in 97-2003<br>format   |
| .pdf  | Scanned copy of item wise breakup of price bid  | Item wise breakup of<br>price bid in PDF (duly<br>signed)   |
|   | xls   | .xls BOQ<br>pdf Scanned copy of item wise   |