



**NATIONAL INSTITUTE OF TECHNOLOGY
TIRUCHIRAPPALLI – 15**

Web: www.nitt.edu

Phone: 0431-2503168

e-Tender Notice

Ref: NITT/CE/ECC/KMK/AAIC/2019-01

Dated: 14.01.2019

Online tenders are hereby invited **in two cover system** from reputed **contractors /authorized representative of a contractors** for **drilling and sampling sub-contract work for the AAI Coimbatore Geotechnical consultancy project for the Department of Civil Engineering**

Bidders can download complete set of bidding documents from e- procurement Platform <http://eprocure.gov.in/eprocure/app> from **14.01.2019(03.00PM)** onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <http://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is: 30.01.2019(11.00AM)
(Server time).

Late bids shall not be accepted.

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

CRITICAL DATE SHEET

Published Date	14.01.2019 (03.00PM)
Bid Document Download Start Date	14.01.2019 (03.00PM)
Clarification Start Date	Not Applicable
Clarification End Date	Not Applicable
Pre bid meeting	Not Applicable
Venue of Pre-bid Meeting	Not Applicable
Bid Submission Start Date	14.01.2019 (05.00PM)
Bid Submission End Date	30.01.2019 (11.00AM)
Bid Opening Date(Technical)	31.01.2019 (11.00AM)
Bid Opening Date(Price)	Will be announced after technical evaluation

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Department of Civil Engineering

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Tender Document (e - Tender)

Tender Notification No	:	NITT/CE/ECC/KMK/AAIC/2019-01
Date	:	14.01.2019
Name of the Department	:	Department of Civil Engineering
Name of the work	:	Drilling and sampling sub-contract work for the AAI Coimbatore Geotechnical consultancy project
EMD Amount	:	Rs.20,000/-
Last Date & Time of submission of Tender	:	30.01.2019 (11.00AM)
Address for submission of Tender	:	THE DIRECTOR, NIT TIRUCHIRAPPALLI-15 KIND ATTENTION TO: Dr.K.Muthukumaran, Professor, Department of Civil Engineering
Date & Time of opening of technical bid	:	31.01.2019 (11.00AM)

Checklist for Bid / Tender Submission

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

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

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Part - 1 Bidding Procedures

NIT, Tiruchirappalli

Section I: Instructions for Online Bid Submission

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

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

less than 1 MB the transaction uploading time will be very fast.

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

PRICE BID

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

EVIDENCE FOR ONLINE BID SUBMISSION

24. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.

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

Section II : Instructions to Bidders

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Section II. Instructions to Bidders

	A.General	
1	SCOPE OF BID	
		Drilling and sampling sub-contract work for the AAI Coimbatore Geotechnical consultancy project as per Specifications. 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	ELIGIBLE BIDDERS	
	2.1	A Bidder may be a firm, a company, a Limited Liability Partnership (LLP), a government-owned entity or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement.
	2.2	In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and during the contract execution in the event the JV is awarded the contract.
	2.3	A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
	a	directly or indirectly controls, is controlled by or is under common control with another Bidder; or
	b	receives or has received any direct or indirect subsidy from another Bidder; or
	c	has the same legal representative as another Bidder; or
	d	has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Client 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 Client (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract.
	2.4	A foreign firm and individual may be ineligible if as a matter of law or regulations, India prohibits commercial relations with the country of bidder.
	2.5	A Bidder shall provide such evidence of eligibility satisfactory to the Client, as the Client shall reasonably request.
3	CONTENTS OF BIDDING DOCUMENT	
	3.1	The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.
	3.2	The Invitation for Bids issued by the Client is not part of the Bidding Document.
	3.3	Unless obtained directly from the Client, the Client is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the

		pre- Bid meeting (if any), or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Client shall prevail.
	3.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as required by the Bidding Documents.
4	CLARIFICATION OF BIDDING DOCUMENTS, SITE VISIT, PRE-BID MEETING	
	4.1	A Bidder requiring any clarification of the Bidding Document shall contact the Client in writing at the Client's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided. The Client will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS.
	4.2	The Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of work. The costs of visiting shall be at the Bidder's own expense
	4.3	The Bidder's designated representative is invited to attend a pre-bid meeting (if applicable). 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 Client not beyond one week preceding the meeting.
	4.5	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Client exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting. Absence in the pre-bid meeting shall not be a cause for disqualification of a Bidder.
5	Amendment of Bidding Document	
	5.1	At any time prior to the deadline for submission of bids, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by corrigendum. In case of e-procurement, corrigendum / amendment shall be published on http://eprocure.gov.in/eprocure/app .
	5.2	Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Client. The Client shall also promptly publish the addendum on the Client's webpage.
	5.3	The Client 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 and the Client, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.	
7	Documents Comprising the Bid	
	The tender/Bid shall be submitted online in two part, viz., Technical Bid and Commercial Bid.	
	7.1	TECHNICAL BID The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:
	a	Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender Acceptance Letter,);
	b	Scanned copy of the completed Schedules
	c	Scanned copy of Bid Security or copy of proof for submission of Tender Document

			Fee/ Earnest Money Deposit etc.;
		d	Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;
		e	Scanned copy of documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted and the Bidder's eligibility to bid;
		f	Scanned copy of <ul style="list-style-type: none"> i. documentary evidence, that the Work/Services to be executed by the Bidder are of eligible origin and ii. conform to the Bidding Documents, and iii. any other document required in the BDS;
		g	Scanned copy of Pre-Qualification Details as per Section-IV like PAN/GST etc.
		h	EMD Returning Form.
		i	Mandate Form For Electronic Fund Transfer/RTGS Transfer.
		j	Technical Bid. All the original documents as well as the original payment instrument like Demand Draft/Bank Guarantee /Pay order or banker cheque of any scheduled bank against EMD, samples as specified in this tender document have to be sent to the address of the Purchaser mentioned in Bid Data Sheet (BDS) by speed post/courier/by hand on or before bid Submission closing date & time. Beyond that the tender shall be summarily rejected without assigning any reason.
	7.2		COMMERCIAL BID The commercial bid comprises of: <ul style="list-style-type: none"> i. Scanned copy of Tender Form (Price Bid) ii. Price BID in the form of BoQ_XXXXX.xls. iii. Scanned copy of item wise break up of price bid. The Price bid format is provided a BoQ_XXXXX.xls along with this Tender Document at http://eprocure.gov.in/eprocure/app . Bidders are advised to download this BoQ_XXXXX.xls and quote their offer/rates in the prescribed column. Bidders can quote Basic Price in INR or CURRENCY (for other than INR) but it is mandatory to quote taxes/levies in INR only, in the prescribed column and upload the same in the commercial bid.
	7.3		The Bidder shall furnish in the Tender Forms information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
8			Tender Forms (Technical and Price) and Price Schedule(BOQ) Tender Forms and Price Schedules (Bill of Quantity-BOQ) shall be prepared using the relevant forms furnished in Section IX, Bidding Forms and BOQ provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
9			Alternative Bids Unless otherwise specified in the BDS, alternative bids shall not be considered
10	10.1		Bid Prices and Discounts The prices and discounts quoted by the Bidder in the Tender Forms and in the Price Schedules (BOQ) shall conform to the requirements specified as under.
		a	All lots (contracts) and items must be listed and priced separately in the Price Schedules (BOQ).
		b	The price to be quoted in the Tender Forms shall be the total price of the bid, excluding any discounts offered.
		c	The Bidder shall quote any discount and indicate the methodology for their application in the Tender Forms.

		d	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
	10.2		Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or

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		alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time.
	10.3	Prices shall be quoted as specified in each Price Schedule (BOQ) as provided. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Client. This shall not in any way limit the Client's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
	a	For Goods manufactured in India: 1. GST payable on the Goods, if the contract is awarded to the Bidder ; and 2. The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS ;
	b	For Goods manufactured outside India, to be imported 1. The price of the Goods quoted under Carriage and Insurance Paid (CIP) Model up to named place of destination in India as specified in the BDS ; 2. The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;
	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.
13	13.1	Period of Validity of Bids Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Client. A bid valid for a shorter period shall be rejected by the Client as non –responsive.
	13.2	In exceptional circumstances, the Client 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 If necessitates, the Bidder shall furnish as part of its bid, a bid security, as specified in the BDS, in original form the amount and currency as specified in the BDS.
	14.2	If a bid security is specified , the bid security shall be a
	a	Demand Draft
	b	An unconditional guarantee issued by a Bank. of a reputed source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside India, the issuing financial institution shall have a correspondent financial institution located in India to make it enforceable The bid security shall be valid for forty five (45) days beyond the original validity period of the bid, or beyond the extended period.
	14.3	If a Bid Security is specified, any bid not accompanied responsive Bid Security, shall be rejected by the Client as non-responsive.
	14.4	The successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
	14.5	The Bid Security of the successful Bidder shall be returned as promptly as possible once

		the successful Bidder has signed the contract and furnished the required performance security.
	14.6	The Bid Security of the bidder may be forfeited or the Bid Securing Declaration executed:
		a if he withdraws from the bid during the period of bid validity specified by the Bidder on the Tender Forms, or any extension thereto provided by the Bidder ; or
		b if he being successful Bidder fails to: <ul style="list-style-type: none"> i. sign the Contract; or ii. furnish a performance Security
D.SUBMISSION AND OPENING OF BIDS		
15		Sealing and Marking of Bids: The Bidder shall submit the bids electronically, through the e-procurement system (http://eprocure.gov.in/eprocure/app). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.
16		Deadline for Submission of Bids: The Client may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Client and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
17		Late Bids: The e-Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission
18		Withdrawal, Substitution, and Modification of Bids: A Bidder may withdraw, substitute, or modify its bid on the e-procurement system before the date and time specified but not beyond. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Tender Forms or any extension thereof Modification/Withdrawal of the Bid sent through any other means shall not be considered by the Client.
19	19.1	Bid Opening: The Client shall open the bids as per electronic bid Opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at http://eprocure.gov.in/eprocure/app under the head “Bidders Manual Kit”. The tenderer/bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those tenderers shall be opened whose technical bids qualify.
	19.2	The withdrawn bid will be available in the system therefore will be considered, if bidder once withdraws the bid then he will not be able to participate in the respective tender again. Modification to the bid shall be opened and read out with the corresponding bid. Only bids that are opened and read out at bid opening shall be considered further.
	19.3	The Client shall prepare a record of the bid opening that shall include; the name of the Bidder; whether there is a withdrawal, substitution, or modification; the Bid Price including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present in the office of the Client to witness the bid opening shall be requested to sign the record. The omission/refusal of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be made available on the e-procurement system.
E. Evaluation and Comparison of Bids		
20	20.1	Confidentiality: Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders.
	20.2	No Bidder shall contact the Client 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 Client it should be done in writing.
	20.3	Any effort by a Bidder to influence the Client in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
21	21.1	To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Client 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 Client shall not be considered. The Client'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 Client 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 Client's request for clarification its bid may be rejected.
22	22.1	Determination of Responsiveness: The Client's determination of a bid's responsiveness is to be based on the contents of the bid itself.
	22.2	A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission.
	22.3	The Client 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 Client and may not subsequently be made responsive by correction of the material deviation, reservation or omission.
23		Conversion to Single Currency: For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.
24		Margin of Preference: Unless otherwise specified in the BDS, a margin of preference shall not apply.
25	25.1	Evaluation of Bids: The Client shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	25.2	To evaluate a Bid, the Client shall consider the following:
		a Evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price.
		b price adjustment due to discounts offered;
		c converting the amount resulting from above, if relevant, to a single currency
		d price adjustment due to quantifiable nonmaterial nonconformities in;
	25.3	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	25.4	The Client's evaluation of a bid shall exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
	25.5	The Client'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 execution of the Works 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 Client 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 total prices including the necessary taxes.
27	27.1	Qualification of the Bidder: The Client 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 Client shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
28		Institutes Right to Accept any Bid and to Reject any or all bids: The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
F.AWARD OF CONTRACT		
29		Award Criteria: The Client shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided the Bidder is determined to be qualified to perform the Contract satisfactorily.
30		Clients Right to vary Quantities at Time of Award: At the time the Contract is awarded, the Client reserves the right to increase or decrease the quantity of Works and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
31	31.1	Notification of Award: Prior to the expiration of the period of bid validity, the Client 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 Client will pay the Contractor in consideration of the execution of Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Client shall also notify all other Bidders of the results of the bidding.
	31.2	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
	31.3	The Client shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.
32	32.1	Signing of Contract: Promptly after notification, the Client shall send the successful Bidder the Contract Agreement.
	32.2	Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Client.
33	33.1	Performance Security: Within twenty-eight (28) days of the receipt of notification of award from the Client, 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 Client. 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 Client. 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 Client may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Client to be qualified to perform the Contract satisfactorily.

Section III. BID Data Sheet (BDS)

The following specific data for the works to be executed 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/CE/ECC/KMK/AAIC/2019-01 Dated : 14.01.2019
2.	The Client is The Director, NIT Tiruchirappalli. Kind Attention To : Dr.K.Muthukumar, Professor, Department of Civil Engineering
3.	Maximum number of members in the JV shall be:

Sl. No.	B. Contents of Bidding Documents
4.	For Clarification of bid purposes only, the Client's address is Department of Civil Engineering, National Institute of Technology, Tiruchirappalli, 620015 Attention : Dr.K.Muthukumar Professor, Department of Civil Engineering Address : National Institute of Technology, Tiruchirappalli, Floor / Room number : - City : Tiruchirappalli PIN Code : 620015 Country : India Telephone : +91 431 2503168 E-Mail : kmk@nitt.edu
5.	Web page : http://eprocure.gov.in/eprocure/app
6.	A site visit shall not be organized by the Client.
7.	A Pre-Bid meeting date and venue : Not Applicable

Sl. No.	C. Preparation of Bids
8.	The language of the bid is : English. All correspondence exchange shall be in English. Language for translation of supporting documents and printed literature is English.
9.	The Bidder shall submit the following additional documents in its bid: NA
10.	Alternative Bids shall not be considered.
11.	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
12.	Place of Work: is Coimbatore International Airport, Coimbatore.
13.	Final destination (Sample submission):Department of Civil Engineering, National Institute of Technology, Tiruchirappalli, 620015.
14.	The prices shall be quoted by the bidder in : Indian Rupee / Foreign Currency of Principal's Country (Preferably in Indian Rupees) The Bidder is required to quote in Indian Rupees (INR), the portion of the bid price that corresponds to expenditures incurred in Indian Rupees(INR).
15.	Manufacturer's authorization is Not Applicable
16.	After sales service is Not Applicable.
17.	The bid validity period shall be 120 days.
18.	EMD / Bid security Rs.20,000/- shall be paid by the way of Demand Draft (DD) / Bank Guarantee (BG) in favor of The Director, National Institute of Technology, Tiruchirappalli and should be valid for a period of 45 days beyond the BID validity period. All tenders received without EMD / Bank Security shall be rejected
19.	Other types of acceptable securities: NA

Sl. No.	D. Submission and Opening of Bids
20.	<p>For bid submission purposes only, the address is Assistant Registrar (S&P), Stores and Purchase Section, National Institute of Technology, Tiruchirappalli, 620015.</p> <p>Attention : Dr.K.Muthukumaran/ Professor (Civil)</p> <p>Street Address : National Institute of Technology, Tiruchirappalli,</p> <p>City : Tiruchirappalli</p> <p>Postal Code : 620 015</p> <p>Country : India</p> <p>The deadline for bid submission is :</p> <p>Date and Time : 30.01.2019 (11.00AM)</p> <p>The electronic bidding opening procedures shall be as given in Section I- Instructions for Online Bid Submission.</p>
21.	<p>The bid opening shall take place at : Stores and Purchase Section, National Institute of Technology, Tiruchirappalli-620015.</p> <p>Street Address : National Institute of Technology, Tiruchirappalli</p> <p>Floor / Room number : Administrative Block</p> <p>City : Tiruchirappalli</p> <p>Country : India</p> <p>Date and Time : 31.01.2019 (11.00AM)</p> <p>The electronic bidding opening procedures shall be as given in Section I - Instructions for Online Bid Submission.</p>

Sl. No.	E. Evaluation and Comparison of Bids
22.	<p>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</p> <p>The source of exchange rate shall be : Reserve Bank of India.</p> <p>The date for the exchange rate shall be: Last day for submission of Bids.</p>
23.	A margin of domestic preference shall apply.
24.	<p>Evaluation will be done for concern Work.</p> <p><i>Note: Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i></p>

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

Section IV. Prequalification

1. A Declaration by the firm that it has never been black-listed must be attached along with the Bid, failing which the Bid shall be rejected.
2. Profile of each Bidder and past experience in execution of work (certificates to be enclosed), proof of work order to Contractor.
3. List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is executing work or having the similar type of contracts and a certificate regarding the satisfactory performance of the contract.
4. True copy of Permanent Account Number.
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. 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 Client 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 Client's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

Section V. Institute against the Corrupt and Fraudulent Practices

Institute strictly adheres to its policy against corruption and requires that bidders and their agents, subagents, sub-contractors, Contractors 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, Contractors etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or cancelled as the case may be by the Institute and besides it Institute may initiate legal actions including civil and criminal proceeding.

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

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

¹ 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.

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

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

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

Part - 2
Supply Requirements

NIT, Tiruchirappalli

Section VI. Schedule of Requirements

Contents

1.	Schedule of Works
2.	Terms and conditions for work execution
3.	Technical Specifications

NIT, Tiruchirappalli

1. Schedule of Works

[as per the terms and conditions under section 2 of this section (i.e. SectionVI)]

Sl. No.	Description	Unit	Qty	Bidders's Response
1	<u>For Terminal Building and Staff Quarters</u> Drilling of boreholes through all types of soils and rock including rock coring and SPT test as per the specification. (Cost including Rig mobilization and demobilization, shifting of rig between boreholes, all materials and Labours). All as per specification. Depth of borehole will be decided by the EIC (approximately 18 Nos of borehole @ 20 to 30 meters depth)	R.m.	360	
2	<u>For Apron</u> Drilling of boreholes through all types of soils and rock including rock coring and SPT test as per the specification. (Cost including Rig mobilization and demobilization, shifting of rig between boreholes, all materials and Labours). All as per specification. Depth of borehole will be decided by the EIC (approximately 15 Nos of borehole @ 5m depth)	R.m.	75	
3	<u>For Extension of Runway</u> Drilling of boreholes through all types of soils and rock including rock coring and SPT test as per the specification. (Cost including Rig mobilization and demobilization, shifting of rig between boreholes, all materials and Labours). All as per specification. Depth of borehole will be decided by the EIC (approximately 3 Nos of borehole @ 5m depth)	R.m.	15	

1. Terms and Conditions for work execution

1. The field work shall be done under the direction of Dr. K. Muthukumar, Professor, Department of Civil Engineering, NIT, Trichy. For any clarification concern with field work, the drilling agency should contact Dr. K. Muthukumar, NIT Trichy.
2. All the field work should be carried out as per the relevant IS code specification and as directed by Dr. K. Muthukumar, NIT Trichy.
3. The contractor should arrange the necessary supporting materials for Drilling work (like Water, Electrical power, local mobilization, drilling mud, etc.)
4. All safety measures to be taken to avoid any accident by providing temporary barricades and the Work in progress board / red flag and red light etc., shall be provided at the site and shall take “All risk insurance cover” for machinery, material and workers employed for the work.
5. A site supervisor with the qualification of Diploma or B.E in Civil Engineering with experience in the relevant field should be employed at the site throughout the project duration. He shall take responsibility for the work progress, materials and labour workmanship.
6. The site supervisor shall report the daily progress to Dr.K.Muthukumar, NIT Trichy and act as per his instruction on any other problems faced during the drilling and sampling process.
7. The contractor should arrange for sufficient (preferably two) number of drilling units so as to complete the work on the stipulated time without any delay.
8. Boring shall start from existing ground level @ 0.0m. SPT Test shall be done at 0.75m, 1.5m, 2.25m, 3.0m and thereafter every 1.0m interval.
9. All the samples should be handed over to NITT Civil Department for lab test.
10. The payment shall be made for the actual depth of boring.
11. The work shall be completed within **one month** period from the date of receipt of the work order.

3. Technical Specifications

DRILLING, SAMPLING AND SPT

1.0 Mobilization

1.1 The scope of this item includes mobilization of all equipment instruments and personnel (skilled & unskilled) required to carry out the work in accordance with the following specifications.

2.0 Drilling exploratory holes in the soil.

2.1 Setting up and shifting of boring/drilling rigs before the start of boring is included in the scope of this item.

2.2 The work of drilling in soils shall be carried out in such a manner that penetration tests can be carried out as required and collection of undisturbed samples of 75/100 mm diameter would be possible. The choice of method of drilling is left to the contractors, but preference shall be given to a method, which permits continuous SPT of the soil layers. The size of boreholes shall not be greater than 150 mm diameter. The boreholes shall be thoroughly cleaned by the contractor as and when required. For removing particles larger than silt size, the contractor may have to use drilling mud of the required consistency and flush the hole with mud at the requisite pressure.

2.3 The clearance between the split spoon sampling tube (SPT) and the boreholes shall be as directed by the Consultant. Usually, holes of very large size would not be preferred. The Contractor shall take **reduced levels (RL) and Coordinates of the borehole locations** with reference to a benchmark approved by Engineer-in-Charge and shall include the same in his report.

2.4 The drilling operations may be interrupted for collecting UDS or for conducting penetration tests etc. The rate for the drilling work is inclusive of all such interruptions and delays. The casing pipes where used shall not be removed unless directed by the consultant. Even after removal of the casing, a pipe should be left in the borehole to identify the location.

2.5 The contractor shall ensure that sand-blow conditions do not develop while boring/drilling. Sufficient surcharge of water or drilling mud should be maintained all through the operation.

2.6 The boring and/or drilling for a complete bore hole up to required level shall be paid on per meter depth basis. No additional payment will be given if the same rig or a different type of rig is brought to the location of the hole for completing either bed rock drilling or any other balance activity stipulated in that borehole.

2.7 The **ground water level** shall be recorded everyday morning before the start of work.

2.8 On completion of work, the bore hole to be refilled and the top 45 cm shall be concreted with lean cement concrete and finished smoothly.

2.9 Mode of measurement & payment: The total depth of boring in soil or weathered rock or hard rock will be determined by measuring or computing the difference in the elevations of the top of the existing soil surface before construction of the working platform and the deeper of the following:

- i) The lower edge of the casing pipe.
- ii) Elevation of the lowest point of penetration of the sampling tube spoon or lower tip of the dynamic probing cone, whichever is lower.
- iii) Soil - Where SPT "N" equal or less than 50 and Core recovery <10%.

- iv) Soft rock - Soft rock shall be defined SPT "N" equal or more than 50 and Core Recovery more than 10 %.
- v) Hard rock is defined as rock with compressive strength more than 50MPa (or) Core recovery more than 60%.
- vi) The payment shall be done per meter of drilling as per actual.

3.0 Conducting Standard Penetration Tests (SPT)

3.1 For details of sampling tube (spoon), equipment and procedure for conducting a penetration test, the IS Code, IS 2131 shall apply. The driving monkey should be provided with a suitable arrangement for controlling the height of fall. It should be ensured that "Sand-blow" in of fine sands is avoided while conducting penetration tests. For this purpose, it may be necessary to use mud (Bentonite) circulation or create surcharge pressure. If desired and so directed by the Consultant, cone penetration test may be used in lieu of standard penetration tests conducted with split spoon sampler. In such cases, the contractor shall be paid at the same rate as a standard penetration test.

3.2 For Standard Penetration Test, the blow count shall be recorded at intervals of 15 cms for a total penetration of 60 cms. The SPT blow count shall be reckoned as the total number of blows for the second and third penetration increments of 15 cms. In exceptional cases, penetration up to 90 cms may be required. No separate payment would be made for this. In case, blow counts exceed 50 for 15 cm or less penetration then terminate the test and note the penetration for 50 blows. Solid cone tests shall be used where directed by the Consultants In lieu of the SPT without any extra payment for a change of the drive point (from the SPT spoon to the cone.)

3.3 All attempts shall be made to recover the full sample of the standard split spoon sampler. The sampler must have a ball valve at the top of the sampler for minimizing loss of sample, where sample recovery is poor or nil; a representative sample obtained from the sludge pump/bailer shall be preserved.

3.4 Wherever a sample is recovered, the following details shall be noted along with a usual record of blow counts. This must be recorded for very stiff clays.

- a) Penetration (meters) and blow counts.
- b) Recovery (percentage)
- c) Logging of silt/fine sand seam if any.
- d) Visual classification of the soil sample.
- e) Modulus of Sub-grade reaction of soils (For all types of soil)

The above information shall be recorded for each hole, in the specified format given by the Consultant.

3.5 In the case of stiff to medium clay where a sample is recovered in the form of 'cake' a suitable length of cake shall be wrapped with polythene and further by a layer of bandage cloth.

3.6 Mode measurement & payment: The measurement for this item shall be as per completed tests which have been carried out as per specifications to the satisfaction of the Consulting Engineer. The payment shall be done per number of the completed tests. No payment shall be admissible for tests, which are not as per specifications or are incomplete. The opinion of the Consultant in this respect shall be final and binding on the Contractor. Related drilling is payable under item 2.0.

4.0 Collection of disturbed soil sample in tubes (TDS)/plastic Jars

4.1 Disturbed samples are required to be collected from holes. Depending on the type of soil, the method of collection of disturbed samples would differ.

4.2 The samples shall be collected in non-returnable 50mm diameter 'C' class M.S. Pipe of suitable length not exceeding 75 cms/where soil type ranges between plastic silt to clay. The sample tube should have a level edge at the bottom and holes on top for draining trapped water. The sample should be sealed at both ends of the pipe by a double layer of cotton waste and wax. Every care shall be taken to preserve the natural moisture content. If required, continuous sampling should be carried out to identify the presence of lenses and seams of fine sand.

4.3 While conducting sampling operations in sand or silty sand, the sample is likely to slip out during the extraction of a sample from the borehole or trial pit. A flap valve bailer or auger may be used and representative samples shall be collected without appreciable loss of fines and preserved in screw top plastic jars and containers. 20 Kg. samples shall be collected in bags whenever Proctor tests are required or whenever instructed.

4.4 If the contractor is instructed to use a suitable type of piston sampler for conducting sampling in non-cohesive soil, such sampling would be paid at the rate of undisturbed sampling in soil. The contractor shall include the cost of providing such tubes in his unit rate.

4.5 Wherever the sample is collected in tube, the tube shall have a proper identification mark (bore hole No., depth, location, arrow mark indicating bottom end of the sample tube etc.) Rate for this item shall be per no. of sample collected, and shall include providing necessary equipment.

4.6 Mode of measurement and payment: The payment shall be per number of sample, provided that the samples recovered are accepted by the Consulting Engineer. Any unsatisfactory samples or any sampling work, which is not as per the specification shall not be paid for.

5.0 Collection of Undisturbed sample (UDS)

5.1 Undisturbed samples shall be collected at intervals of 2 m. or at changes of stratum whichever occurs earlier in returnable tubes of 100 mm diameter (internal diameter of the sample tube) and not more than 50 cms long. Samples of smaller size shall not be collected unless specifically approved by the consultant. In hard clay, soil and weathered rock suitable techniques and proper sampler shall be used for obtaining undisturbed samples. The area ratio shall be less than 20% for stiff formations and not greater than 10% for soft sensitive clays (as per IS: 1892 - (1987)). The details and design of the sampler should be approved by the consultant prior to start of the work. Manual methods shall be adopted for the collection of undisturbed block or cylindrical samples as per United States Bureau of Reclamation Earth Manual. (Designation E-2 for undisturbed sampling in trial Pits).

5.2 The moisture in undisturbed samples shall be carefully preserved by sealing both ends of the sample tube by applying a double cast of cotton waste and paraffin wax.

5.3 If the sample slips out due to the natural condition of soil the contractor shall collect representative sample by using a flap valve bailer or auger without appreciable loss of fines. The representative sample shall be preserved in a screwed top plastic jar (4" 0 x 6 " height). In such event the contractor shall be paid at 50 % of the unit rate quoted for collecting undisturbed sample.

5.4 The sample tube shall have a proper identification mark painted on it (e. g. bore hole No, depth, location arrow mark indicating bottom end of the sample tube etc.).

5.5 The undisturbed sampling tube and method of undisturbed sampling shall be made to prevent the sample from slipping. This provision shall be subject to scrutiny and approval by the consultants.

5.6 Undisturbed block samples in trial pit shall be collected by hand out method. The sample thus collected shall be properly protected and sealed for preserving the natural moisture content as mentioned in Earth Manual vide Designation E-2, page 346 to 349.

5.6 Mode of measurement and payment: The payment shall be per number of samples provided that the samples recovered are accepted by the Consulting Engineer. Any unsatisfactory samples or paid for.

6.0 Collection of soil and water samples for chemical analysis

6.1 Wherever a water sample is required to be collected, the contractor shall not use drilling mud for boring the hole. The sample shall be collected from a case bore hole and only after flushing out entire contents of the bore hole by means of air flushing or a percussion bailer or any other method approved by the Consultant. The samples shall be collected from the boreholes at depth selected by the Consultant.

6.2 The water samples shall be collected in airtight amber glass containers (two containers of one litre capacity each for each sample). The contractor shall store such samples in a covered shed.

6.3 The contractor shall reach the samples to the approved laboratory within ten days of their collection and secure a proper receipt to the consultant.

6.4 The contractor shall allow for sand blow while quoting a unit rate for this item. The unit rate should include the cost of all operations such as flushing and cleaning for advancing the borehole deeper.

6.5 Mode of measurement and payment: The payment shall be per number of sample, provided that the samples recovered are accepted by the Consulting Engineer. Any unsatisfactory samples or any sampling work, which is not as per the specification, shall not be paid for.

7.0 Drilling exploratory holes in rock

7.1 Providing all drilling equipment and carrying out NX size core drilling using double tube core barrel is included in the scope of this item.

7.2 The maximum lengths of drilling in bedrock overlain by over burden shall generally not exceed 5.0 m measured in rock.

7.3 The work shall comply with IS 1982 and/or as directed by the consultant. The format as approved by the consultant shall be used for recording the rock-drilling data. The data shall include rate of drilling, colour of wash water, nature of sediments in the wash water, loss or gain of drilling water, core run length, core recovery & RQD (Rock Quality Designation). The length for payment under this item shall be measured in rock.

7.4 Cores shall be kept in wooden boxes with compartments of exact size of the rock cores. While placing the core samples in wooden boxes, it should be ensured that the direction and sequence of core placement is not altered. The core run shall be restricted to the length as directed by the consultant and generally not more than 1.5 m. In weak and friable rock core run shall be reduced.

7.5 Core Box:

7.5.1 The core boxes shall be provided by the contractor and should be made of good quality timber. Each core box shall house samples not more than 6 m (six metre) long. The contractor shall include in his rate the cost of providing such core boxes.

7.5.2 The depth of cores-below ground level shall be indicated at about every 1.5 metres interval by writing the depth in inalienable ink on wooden spacers, which shall be inserted in their correct position in the box. Similarly the exact depth of any change in stratum, and failure to recover the core, etc., shall be recorded.

7.5.3 The labeling of core samples of rock shall be done in accordance with Appendix D of IS 1892.

7.5.4 All the core boxes shall be marked with details such as the bore hole number, the length of cores it contains, the name of work etc. in paint or in inedible ink on the top face and then handed over to the owner.

7.6 The double tube core barrel shall be used.

7.7 An arrangement should be made for collection of wash water by installing a top socket with a cross pipe at the top of the casing before the start of rock drilling. The side of casing should be well packed near and top of the hole to prevent leakage. Wash water should be collected in buckets and allowed to settle. A record of wash water shall be maintained indicating the colour, change in colour and type of wash water (i.e. thick slurry, lean slurry or clean water).

7.8 The number of revolutions per minute for the rock drilling shall be constant throughout the complete drilling operation. The rate of penetration for every 250 mm shall be observed during rock drilling and recorded.

7.9 Whenever the field permeability tests are required to be conducted in the underlying bed rock during intermediate stages of drilling, the contractor shall fix a suitable M. S. pipe as stipulated in the relevant specifications for conducting field permeability test in underlying bed rock.

7.10 The contractor shall carry out stage grouting during course of drilling, whenever water loss conditions are met with. The contractor shall allow for such stage grouting and delays while quoting the unit rate for drilling in rock. The contractor should separately quote unit rate of grouting on the basis per bag of cement.

7.11 The depth of re-drilling which is measured and paid for in the event of stage grouting, shall in no case exceed the total length of hole irrespective of the number of times the hole/stage is grouted and re-drilling for extending the hole to the required depth. The contractor shall provide for all such contingencies in his quoted rate for re-drilling. Payment shall be made only once, for measurement in running meters of the depth of bore.

7.12 Mode of measurement and payment: The total depth of drilling in rock will be determined by measuring or computing the difference in the elevations where SPT > 50 was encountered and the elevation of the lowest point of core barrel. The total length of payment shall not be more than total length of boring in soil and rock minus length payable as drilling in soil. The payment shall be done per meter of drilling.

8.0 Handling and transporting soil, rock and water samples to the approved laboratory

8.1 The samples shall be suitably packed and transported safely so that they reach the NITT laboratory within five days of their collection. The samples shall be dispatched in a batch of samples not exceeding 50 (Fifty) numbers.

8.2 The contractor shall secure a proper receipt for its safe delivery to the approved laboratory and present the receipt to the Engineer of Consultant.

8.3 The samples collected at site shall be stored properly in a covered shed till the time of their dispatch.

8.4 Mode of measurement and payment: The payment towards this Item shall be made on the basis of batches of samples dispatched from site and received in the testing laboratories. The number of batches will be decided by the Consulting Engineer.

9.0 Water table

9.1 The depth of stabilized ground water table from the ground level to be ascertained and recorded.

10.0 Indicative values of N & CR

In view to differentiate various layers of strata broadly into soil / sand OR Weathered rock OR Hard rock following indicative values of SPT (N) & CR shall be considered.

- i) Hard rock :- Core Recovery more than 60%
- ii) Soft rock:- Core Recovery more than 10 % and SPT more than 50 and
- ii) Soil: - Values lesser than indicated for soft rock shall be classified as soil.

NIT, Tiruchirappalli

Part-3 Contract
Section VII General Conditions of Contract
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Section VII General Conditions of Contract	
1	Definitions: The following words and expressions shall have the meanings hereby assigned to them:
a	“NITT” means National Institute of Technology, Tiruchirappalli established under societies Registration Act XXVII of 1975.
b	“Contract” means the Contract Agreement entered into between the Client and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
c	“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
d	“Contract Price” means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
e	“Day” means calendar day.
f	“Completion” means the fulfillment of the Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
g	“GCC” means the General Conditions of Contract.
h	“Work” means all the process involved in the satisfactory completion of the contract which includes execution of contract as per the schedule of requirements and the technical specifications.
i	“The Project Site,” term where applicable, means the place of work named in the Special Conditions of Contract (SCC).
j	“Client” means faculty, department and other entities of the competent for acquiring works/services, as specified in the SCC.
k	“Related Services” means the services incidental to the execution of the works, such as insurance, transportation, and other such obligations of the Contractor under the Contract.
l	“SCC” means the Special Conditions of Contract.
m	“Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the work execution is subcontracted by the Contractor.
n	“Contractor” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract Agreement.
o	“The Project Site,” where applicable, means the place named in the SCC.
2	Contract Documents: Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
3	Corrupt and Fraudulent Practices: The Institute requires compliance with its policy against the corrupt and fraudulent practices as set forth Section- V The Client requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
4	Interpretation
4.1	The Contract constitutes the entire agreement between the Client and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
4.2	Amendment No amendment or other variation of the Contract shall be valid unless it is reduced to writing, dated, expressly refers to the Contract, and is signed by the duly authorized representative of each party thereto.
4.3	Non waiver

		a	Subject to GCC Sub-Clause 4.3(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
		b	Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
	4.4	Severability:	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
5	5.1	Language:	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Client, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in any language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, such translation shall govern.
	5.2		The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Contractor.
6		Joint Venture, Consortium or Association:	If the Contractor is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Client for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.
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 Contractor and its Subcontractors shall have the nationality of an eligible country. A Contractor 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 Contractor
8	8.1	Notices	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
	8.2		A notice shall be effective when delivered or on the notice's effective date, whichever is later.
9	9.1	Governing Law:	The Contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.
10	10.1	Settlement of Disputes	The Client and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	10.2		If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Client or the Contractor 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 execution of the works under the Contract.
	10.3	All questions, disputes and differences arising shall be referred by the The Director, National Institute of Technology, Tiruchirappalli to the sole arbitrator for arbitration under the provision of the Arbitrations and Conciliation Act, 1996.
11		Obligations During Arbitrations Notwithstanding any reference to arbitration in Clause 10,
	a	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
	b	the Client shall pay any amount due to the Contractor.
12		Scope of Work The Works and Related Services to be executed shall be as specified in the Schedule of Requirements.
13		Work Completion and Documents Subject to GCC Sub-Clause 33.1, the execution of the Works and Completion of the Related Services shall be in accordance with the Work Completion Schedule specified in the terms and conditions. The details of works and other documents to be furnished by the Contractor are specified in the SCC.
14		Contractors Responsibilities The Contractor shall execute all the works and Related Services included in the Scope of work in accordance with GCC Clause 12, and the Work Completion Schedule, as per GCC Clause 13.
15		Contract Price Prices charged by the Contractor for the Works executed and the Related Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized in the SCC.
16	16.1	Terms of Payment Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies appropriate to the requirement made.
	16.2	The Contractor's request for payment shall be made to the Client in writing, accompanied by invoices describing, as appropriate, the Work executed and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Client, within ninety (90) days after submission of an invoice or request for payment by the Contractor, and after the Client has accepted it
	16.4	The currencies in which payment shall be made to the Contractor under this contract shall be Indian currency unless otherwise agreed.
17	17.1	Taxes and Duties For Works executed, the Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the contracted Works/services to the Client.
	17.2	If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in India, the Client shall use its best efforts to enable the Contractor 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 Client.
18	18.1	Performance Security: If required as specified in the SCC, the Contractor 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 Client as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
	18.3	As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Client; and shall be in one of the format stipulated by the Client in the SCC, or in another format acceptable to the Client.

	18.4	Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Contractor including warranty obligation.
	18.5	Bid security shall be refunded to the successful bidder within 30 days of receipt of performance security.
19		Copyright The copyright in all drawings, documents, and other materials containing data and information furnished to the Contractor by the Client herein shall remain vested in the Client, or, if they are furnished to the Contractor directly or through the Client by any third party, including Contractors of materials, the copyright in such materials shall remain vested in such third party.
20	20.1	Confidential Information The Client and the Contractor 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 Contractor may furnish to its Subcontractor such documents, data, and other information it receives from the Client to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under GCC Clause 20.
	20.2	The Contractor shall not use such documents, data, and other information received from the Client for any purposes unrelated to the contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Client for any purpose other than the performance of the Contract.
	20.3	The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
	a	Now or hereafter enters the public domain through no fault of that party;
	b	can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
	c	otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
	20.4	The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
	20.5	The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
21	21.1	Subcontracting The Contractor shall notify the Client 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 Contractor 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
	a	The Works and Related Services executed 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 India.
	b	Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after

		approval by the Client and shall be treated in accordance with GCC Clause 33.
23	23.1	Packaging and Documents The Contractor shall provide such packing of the soil and rock samples as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract specifications.
	23.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Client.
24		Insurance Unless otherwise specified in the SCC, the contractor shall take “All risk insurance cover” for machinery, material and workers employed for the work.
25	25.1	Transportation and Incidental Services The Contractor is required under the Contract to transport the soil and rock to a specified place of final destination from the Project Site, transport to such place of destination shall be arranged by the Contractor, and related costs shall be included in the Contract Price; or any other agreed upon trade terms (specify the respective responsibilities of the Client and the Contractor)
	25.3	Prices charged by the Contractor for incidental services, if not included in the Contract Price for the Works, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services otherwise shall be at the cost of Contractors.
26	26.1	Inspections and Tests The Contractor shall carry out all such tests at site related to the works and Related Services as are specified in the SCC.
	26.2	The Contractor shall provide the Client with a report of the results of any such test.
27		Liquidated Damages Except as provided under GCC Clause 32, if the Contractor fails to execute any or all of the Works by the Date(s) of completion or perform the Related Services within the period specified in the Contract, the Client may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the complete price of the delayed Works or unperformed Services for each week or part thereof of delay until actual completion or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Client may terminate the Contract pursuant to GCC Clause 33.
28	28.1	Warranty : NA
29	29.1	Patent Indemnity: NA
30	30.1	Force Majeure For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics and quarantine restrictions.
	30.2	If a Force Majeure situation arises, the Contractor shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Contractor 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.
31	31.1	Change Orders and Contract Amendments The Client may at any time, order the Contractor 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 works to be executed under the Contract

			are to be specifically made for the Client;
		b	the Related Services to be provided by the Contractor.
32	32.1		<p>Extensions of Time</p> <p>If at any time during performance of the Contract, the Contractor or its subcontractors should encounter conditions impeding timely completion of the completion of Works and Related Services pursuant to GCC Clause 13, the Contractor shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Client shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p>
	32.2		Except in case of Force Majeure, as provided under GCC Clause 30, a delay by the Contractor in the execution of its works shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 32.1.
33	33.1		<p>Termination for Default</p> <p>The Client, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:</p>
		a	if the Contractor fails to complete any or all of the works within the period specified in the Contract, or within any extension thereof granted by the Client pursuant to GCC Clause 32;
		b	if the Contractor fails to perform any other obligation under the Contract; or
		c	if the Contractor, in the judgment of the Client has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract
	33.2		<p>Termination for Insolvency</p> <p>The Client may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Client.</p>
	33.3		<p>Termination for Convenience</p>
		a	The Client, by notice sent to the Contractor, 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 Client's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
		b	<p>The works that are complete within twenty-eight (28) days after the Contractor's receipt of notice of termination shall be accepted by the Client at the Contract terms and prices. For the remaining Works, the Client may elect :</p> <p>(i) to have any portion completed at the Contract terms and prices ; and/or</p> <p>(ii) to cancel the remainder and pay to the Contractor an agreed amount for partially completed works and Related Services.</p>
34			<p>Assignment</p> <p>Neither the Client nor the Contractor shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p>

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 Clause Ref. No.	SCC
GCC 1.1 (i)	The Client's country is: India.
GCC 1.1 (k)	The Client is: THE DIRECTOR, NIT TIRUCHIRAPPALLI KIND ATTENTION TO : Dr.K.Muthukumaran, Professor, Department of Civil Engineering
GCC 1.1 (j)	The Project Site is : Coimbatore International Airport, Coimbatore Final Destination is: Department of Civil Engineering, NIT TIRUCHIRAPPALLI.
GCC 5.1	The language shall be: English
GCC 8.1	For notices, the Client's address shall be : Attention : Dr.K.Muthukumaran Street Address : Department of Civil Engineering Floor/ Room number : - City : TIRUCHARAPPALLI ZIP Code : 6 2 0 0 1 5 Country : India Phone : 0 4 3 1 - 2 5 0 3 1 6 8 Electronic mail address : kmk@nitt.edu
GCC 9.1	The governing law shall be the law of India.
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: <i>Contracts with Contractor for arbitral proceeding</i> In the case of a dispute between the Client and a Contractor, the dispute shall be referred to adjudication or arbitration in accordance with the laws of India by the arbitrator appointed by The Director,NITT, unless otherwise agreed.
GCC 15.1	The prices charged for the works executed and the related Services performed shall not be adjustable.
GCC 16.1	GCC 16.1—The method and conditions of payment to be made to the Contractor under this Contract shall be as follows : Hundred (100%) percent of the Contract Price shall be paid on the satisfactory completion of works with the certifications by the Purchase Initiator.
GCC 18.3	If required, the Performance Security shall be in the form of : Bank Guarantee/Bank Deposit Receipt/Demand Draft If required, the Performance security shall be denominated in Indian Rupees.
GCC 23.2	The packing, marking and documentation within and outside the packages of soil and rock samples shall comply strictly with such special requirements as shall be expressly provided for in the Contract.
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms , insurance shall be as follows: NA

GCC 25.1	Responsibility for transportation of the soil and rock samples shall be as specified in the Incoterms . If not in accordance with Incoterms , responsibility for transportations shall be as follows: NA
GCC 27.1	The liquidated damage shall be: 1% per week
GCC 27.1	The maximum amount of liquidated damages shall be: 10%

NIT, Tiruchirappalli

Part-4
Bidding Forms & Contract Forms

NIT, Tiruchirappalli

Section IX : Bidding Forms

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NIT, Tiruchirappalli

(i) Tender Form

(Techno commercial un-priced Bid)

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

Tender No.

To

The _____

Dear Sir,

1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. I/We meet the eligibility requirements and have no conflict of interest;
3. I/We have not been suspended nor declared ineligible in India;
4. I/We offer to work in conformity with the Bidding Documents and in accordance with the Work Schedules specified in the Schedule of Requirements the following work:
Drilling and sampling sub-contract work for the AAI Coimbatore Geotechnical consultancy project;
5. I/We offer to execute the work as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 120 days from the date of opening of the tender.
6. I/we shall be bound by a communication of acceptance issued by you.
7. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the work required and my/our offer is to work 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) Income Tax Return.
 - (b) Copy of last audited balance sheet.
 - (c) Copy of Valid GST/TAN/TIN.

- (d) Copy of relevant major work orders valuing more than Rs.5,00,000/- executed during last two years for Govt. Depts., PSUs & Central Autonomous bodies.
 - (e) Statement of deviations from financial terms & conditions, if any.
 - (f) Any other enclosure. (Please give details)
10. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
11. Certified that the bidder is:
- (a) A sole proprietorship firm and the person signing the bid document is the sole proprietor / constituted attorney of the sole proprietor,
- Or**
- (b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
- Or**
- (c) A company and the person signing the document is the constituted attorney.
- (NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).**
12. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.
13. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
14. We are not participating, as a Bidder or as a sub-contractor, in more than one bid in this bidding process, other than alternative bids submitted;
15. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder*	:	
Name of the person duly authorized to sign the Bid on behalf of the Bidder**	:	
Title of the person signing the Bid	:	
Signature of the person named above	:	
Date signed	:	

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

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

Yours faithfully,

(Signature of bidder)

Dated this day of _____

Address:
.....
.....
.....

Telephone No.: _____

E-mail _____

Company seal

Tender Form

(Priced Bid)

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

To

The _____

Ref: Tender No.....Dated:

Sir,

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

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

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

Name of Recipient	Address	Reason	Amount

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

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

Certified that the bidder is:

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

Or

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

Or

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

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

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

Signature of Bidder _____

Dated this day of _____

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 <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name : <i>[insert Authorized Representative's name]</i> Address : <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers : <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
1. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement. <input type="checkbox"/> In case of Government-owned enterprise or institution, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Bidder is not dependent agency of the Client
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

(TO BE PRINTED IN LETTER PAD OF THE FIRM)

EMD Returning Form

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

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

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

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

It is requested to return the EMD amount to our firm after completion of the work 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: / /

To

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

Sub	:	Authorization for release of payment / dues from National Institute of Technology, Tiruchirappalli through Electronic Fund Transfer/RTGS Transfer.
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1. Name of the Party / Firm / Company / Institute :
2. Address of the Party :
3. City _____ Pin Code _____
4. E-Mail _____ Mobile No: _____
5. Permanent Account Number _____
6. Particulars of Bank:

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

DECLARATION

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

Place: _____ Date: _

Signature & Seal of the Authorized Signatory of the Party

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 contract award.

Table of Forms

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

NIT, Tiruchirappalli

Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. :

Name of Tender / Work :

Dear Sir,

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

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

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ Organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/Organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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 Client*], a National Institute of Technology, Tiruchirappalli of the Ministry of Human resource and development of the Government of India (hereinafter called “the Client”), of the one part, and
2. [*insert name of Contractor*], a corporation incorporated under the laws of [*insert: country of Contractor*] and having its principal place of business at [*insert: address of Contractor*] (hereinafter called “the Contractor”), of the other part:

WHEREAS the Client invited bids for certain work/services, viz., **drilling and sampling sub-contract work for the AAI Coimbatore Geotechnical consultancy** and has accepted a Bid by the Contractor for the execution of work/Services

The Client and the Contractor 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 contract documents.
 - (a) the Letter of Acceptance
 - (b) the Tender Forms
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General conditions 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 the Contract

3. In consideration of the payments to be made by the Client to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Client to execute the work/ Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Contractor in consideration of the work/services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Client 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 Contractor

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

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 Client]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

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

We have been informed that *_ [insert name of Contractor, 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 execution of *_ [insert name of contract and brief description of Work/Services]* (hereinafter called "the Contract").

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

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

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

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

⁶ Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Client should note that in the event of an extension of this date for completion of the Contract, the Client 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 Client might consider adding the following text to the form, at the end of the penultimate paragraph:

"The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[sixmonths]* *[oneyear]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of 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.

NIT, Tiruchirappalli

Option 2: Performance Bond

By this Bond [*insert name of Principal*] as Principal (hereinafter called “the Contractor”) and [*insert name of Surety*] as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Client*] as Obligee (hereinafter called “the Contractor”) 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 Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the represents.

WHEREAS the Contractor has entered into a written Agreement with the Client dated the _____ Day of _____, 20__, for [*name of contract and brief description of Work/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 the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor 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 Contractor shall be, and declared by the Client to be, in default under the Contract, the Client having performed the Client’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 Client for completing the Contract in accordance with its terms and conditions, and upon determination by the Client and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Client 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 Client to Contractor under the Contract, less the amount properly paid by Client to Contractor; or
- (3) pay the Client the amount required by Client 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 Client named herein or the heirs, executors, administrators, successors, and assigns of the Client.

In testimony whereof, the Contractor 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 _____ day of _____ 20.

SIGNED ON _____ on behalf of _____

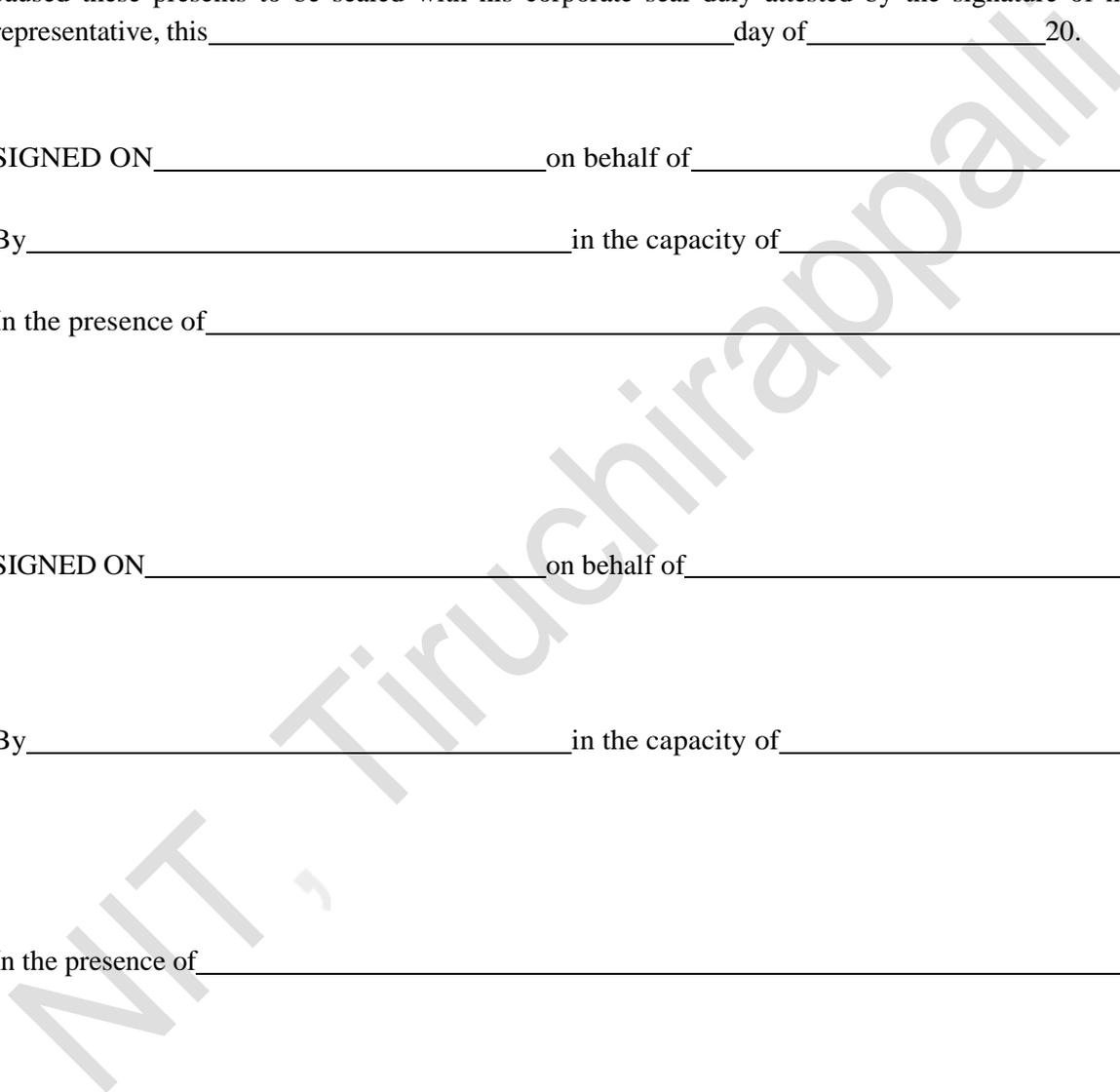
By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____



Advance Payment Security

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

ADVANCE PAYMENT GUARANTEE No.: [Insert guarantee reference number]

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

We have been informed that [insert name of Contractor, 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 execution of [insert name of contract and brief description of Work/Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert amount in figures] () [insert amount in words] is to be made against an advance payment guarantee.

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]¹ 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 either that the Applicant:

- (1) has used the advance payment for purposes other than toward execution of work; or
- (2) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant's bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the [insert day] day of [insert month], [insert year], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

NIT, Tiruchirappalli