

National Institute Of Technology Calicut

NIT Campus (P.O), Kerala-673601, India

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GENERAL CONDITIONS OF THE TENDER

Definition

- a. The term purchaser shall mean the Director of NITC.
- b. The term contractor shall mean the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the contractors successors, representatives ,heirs ,executers and administrators unless excluded by the contract.
- c. The term Purchase Order shall mean the communication signed on behalf of the terms and condition mentioned or referred to in the set communication accepting the tender or offer of the contractor for the supply of goods and services, plant, equipment or part thereof.
- d. The term stores shall mean what the contractor agrees to supply under the contract as specified in the purchase order.

Online tenders are invited for the supply of equipment/furniture and machinery as per Schedules supplied herewith.

1. All bids should be done through NIC's online procurement portal at <https://eprocure.gov.in/eprocure/app>'. The tenderer may offer the Tender in their own letter heads giving full specifications and reference to the serial number of the item and schedule.

2. Bids should be accompanied by scanned copy of Demand Draft towards payment of Earnest Money to the credit of the Director, National Institute of Technology Calicut, drawn on State Bank of India, Calicut REC Branch, Chathamangalam (2207). This institute is managed by an autonomous body and hence registration with the State Government Store Purchase Department is not adequate. The provisions contained under GFR 2017 regarding submission/ exemption of EMD is only applicable for the purchases to this Institute. In cases vendors are falling under MSME procurement policy issued by Department of MSME and would like to avail exemption for EMD, necessary certificate shall be enclosed. EMD should be sent to the address mentioned in the tender notice duly superscribing the supply/work name and reference number/Tender id on the envelop and same must reach before opening of the bid, and bids not accompanied by earnest money will not be considered and will be summarily rejected. The earnest money deposit in respect of all un-selected tenders will be refunded after the award of contract.

3. Any Bidder from a country which shares a land border with India will be eligible to bid in tender only if the bidder is registered with Competent Authority as specified in order (Public procurement No 1) F.No. 6/18/2019-PPD dt. 23.07.2020 of Ministry of Finance, Public Procurement Division of Government of India.The vendor should enclose copy of valid registration by competent authority or a certificate regarding compliance with this order should be submitted by the bidder in the below format.

" I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India ;I Certify that this bidder is not from such a country or if from such a country has been registered with the competent authority .I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered .[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

4. The acceptance or rejection of tenders is left entirely to the discretion of the Director and no tenderer can demand the reason for the rejection of his offer. The Director does not bind himself to accept the lowest or any tender and reserves the right to split the tenders and place orders for the equipment covered by the lists on one or more tenders.

5. The supplier, immediately on intimation, shall furnish Performance Security Deposit as follows: Subject to a minimum of 5% of the basic cost and enter into agreement with the Director, National Institute of Technology Calicut (herein after referred to as THE DIRECTOR) for the due fulfillment of the contract. This security shall be in the form of cash or Bank guarantee valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty. The amount of Earnest Money paid shall also be taken into account in fixing the amount of security. Failure on the part of the supplier to fulfill the contract shall constitute a breach of the terms and conditions of the tender and will entail forfeiture of the security money deposit.

6. In case the supplier fails to deposit the required security and execute the contract bond on stamped paper of GOI or Govt. of Kerala (Specimen enclosed) by the due date, the contract is liable to be cancelled without prejudice to taking any further action to recover damages for any loss sustained by THE DIRECTOR as a result of the supplier's refusal to abide by the terms of the contract.

7. Upon the complete fulfillment of the contract by the supplier to the satisfaction of THE DIRECTOR, the amount of the Security Deposit shall be returned to him less the amount, if any, due by him to the Director.

8. No interest will be allowed on the earnest money or security deposits so remitted and no claim shall be entertained against the DIRECTOR in respect of the same.

9. **Prices:** The prices quoted should be firm in all respects and destination at NIT Calicut. Prices should be inclusive of all charges towards loading, unloading, transportation and installation at specified locations of NITC campus.

10. **Validity of rates:** Quoted rates must be valid for 90 days from the last date of submission of quotation.

11. **Genuine Pricing:** Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold, particularly to NITs/IITs/Institutes and other Government Organization. Copy of the latest price list for the quoted item, applicable in India, must be uploaded with the offer.

12. **Period of supply :** If the bidder /supplier after accepting the purchase order for supply of goods/services fails to deliver the goods/services within the period specified in the Purchase Order NITC shall without prejudices to its other remedies under the rules of purchase proceed to cancel the order or agree to accept the delayed delivery on the condition of payment of liquidated damages by the bidder/supplier a sum equivalent to 0.5% of the total cost as indicated in the purchase order (which will be deemed as agreed price)for each week or part thereof delay until actual delivery or performance is completed and such penal charges shall be limited a maximum of 5% of the agreed price. Once the maximum is reached NITC may proceed on its own to consider the termination / cancelation of the order and may inform the bidder about the cancelation of the purchase order.

13. **GST:** GST Registration Certificate indicating also the GSTIN number of the firm must be clearly mentioned in the quotation, Certificates must be uploaded. GST Deduction at source as per Order/notification of the Govt. of India will be applicable. HSN/SAC No of the items must be clearly mentioned in the quotation along with GST No.

14. **Enquiry during the course of evaluation not allowed:** No enquiry shall be made by the bidder(s) during the course of evaluation of the tender till final decision is conveyed to the successful bidder(s). However, the Purchase Committee or its authorized representative (NIT Calicut) can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation. The bidders may also be asked to arrange demonstration of the offered items, in a short period notice, as such the bidders have to be ready for the same.

15. **Force Majeure:** If the performance of the obligation of either party is rendered commercially impossible by any of the events hereafter mentioned that party shall be under no obligation to perform the agreement under order after giving notice of 15 days from the date of such an event in

writing to the other party, and the events referred to are as follows: i) any law, statute or ordinance, order action or regulations of the Government of India, ii) Any kind of natural disaster, and iii) Strikes acts of the Public enemy, war, insurrections, riots, lockouts, sabotage.

16. **Termination for default:** Default is said to have occurred: i) If the equipment or any of its component is found having poor workmanship, faulty designs, poor performance and bad quality of materials used, ii) If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by NITC, iii) If the supplier fails to perform any other obligation(s) under the contract and iv) Under the above circumstances NITC may terminate the contract / purchase order in whole or in part and forfeit the EMD/PBG as applicable. In addition to above, NITC may at its discretion also take the following actions: NITC may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate NITC for any extra expenditure involved towards goods and services obtained. Besides, the Director, NITC, reserves the right to impose any other form of penalty as deemed fit including blacklisting of the vendor

17. **Terms of payment:** Being a central autonomous body the normal term of payments are by sight draft (within 45 days from the date of successful delivery, installation and commissioning/ acceptance of goods at NIT Calicut.) However other terms of payments like establishment of Letter of Credit may be considered by the purchaser on such terms and conditions as may be agreed upon.

18. Invoices in triplicate must have the following mandatory fields:

- a. Invoice number and date
- b. Customer name
- c. Shipping and billing address
- d. Customer and taxpayer's GSTIN (if registered)
- e. Place of supply
- f. [HSN code](#)/ SAC code
- g. Item details i.e. description, quantity (number), unit (meter, kg etc.), total value
- h. Taxable value and discounts
- i. [Rate](#) and amount of taxes i.e. CGST/ SGST/ IGST
- j. Whether GST is payable on reverse charge basis
- k. Signature of the supplier
- l. PAN number should be indicated.

19. The payment shall be made online after supply and successful installation of Goods and effective completion of Service as the case may be. For this the supplier has to furnish two copies in the prescribed format provided along with the purchase order incorporating details of Name of the Firm, Registered address of the Firm, Nature of the account, Name of Bank, Bank Account No, IFSC Code, GSTIN etc. in Firm's letter head with Signature and seal of Authorized Signatory.

20. Conditional supplies and bills in contravention to the terms contained herein and in the purchase order shall not be accepted.

FOREIGN PURCHASE

1. As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents who desire to quote directly on behalf of their foreign manufacturers/principals, to get them enlisted with the Central Purchase Organization (e.g. DGS&D).

2. The payment mode of all foreign purchases will be through Letter of Credit/Telegraphic Transfer only.

3. Documents for Foreign purchase

- a. Original bill of lading /airway bill
- b. Commercially certified invoices in triplicate describing the stores delivered ,quantity ,unit rate and their total value .The invoice should indicate discounts and agency commission if any separately .
- c. Packing list showing individual dimension and weight of packages
- d. Country of Origin certificate in duplicate.
- e. Test certificate
- f. Declaration by the seller that the contents in each case are not less than those entered in the invoices and the quality of the stores are guaranteed as per the specifications asked for by the purchaser.
- g. Warranty/Guaranty certificate.

4. **Insurance:** The rates quoted should be on F.O.R. NIT Calicut basis including insurance upto destination i.e. National Institute of Technology Calicut, Chathamangalam, 22 kilometers away from Calicut.

5. **Export/Import license:** Reference to license should be indicated

6. **The guaranteed time of delivery and installation:** The date of delivery and installation stipulated in the Purchase Order shall deem to be the essence of the contract. Delivery and installation must be completed within the date specified therein.

7. **Packing:**

- a. The contractor wherever applicable shall pack and crate all stores for sea/air shipments as applicable in a manner suitable for export to a tropical humid climate in accordance with internationally accepted export practices and in such manner so as to protect it from damage and deterioration in transits by road, rail or sea for space qualified stores. The contractor shall be held responsible for all damages due to improper packing.
- b. The contractor shall ensure that each box/unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the contractor liable for additional expenses involved.
- c. The contractor shall notify the purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.
- d. The contractor shall give complete shipment information concerning the weight, size, content of each package, etc.
- e. Transshipment of equipment shall not be permitted except with the written permission of the purchaser.
- f. Apart from the dispatch of the documents negotiated through bank the following documents are also to be airtailed/emailed to the purchaser immediately after preparing bill of lading/airway bill.

- I. Commercial bill of lading /Airway bill/post parcel (two negotiable copies)
- II. Invoice 3 copies.
- III. Packing list 3 copies
- IV. Test certificate.
- V. Certificate of origin.

8. **Mode of dispatch:** Generally stores should be dispatched through Indian flagged vessels /Air India or through any other agency nominated by the purchaser. A copy of the invoice and packing list should invariably be kept inside each of the package.

9. **Port of entry:** Shipment should be at Cochin for both air and sea.

10. **Consignee:** The consignee of the entire item will be Director

11. **Shipping marks:** The mark on the shipping document such as invoice, bill of lading and all the packages should be as follows:

Purchase order number:

Dated :

NIT

Autonomous body under Govt of India

Destination:

Cochin:

Port of entry:

11. **Demurrage:** Supplier shall bare the penalty /fine charges towards belated filling of Bill of Entry by the purchaser due to delayed furnishing of shipping documents by the supplier. The supplier has to furnish the bill of lading for sea consignments and airway bill for air consignments at the time of generation itself.

12. **Replacement:** If the stores for any portion thereof are damaged or lost during transit the purchaser shall give notice to the contractor setting for the particulars for such damages or loss during transit. The replacement of such stores shall be affected by the contractor within a reasonable time to avoid unnecessary delay in the indented usage of the stores

13. **Termination of contract:** The contract may be terminated by the following terms

- a. Failure to deliver the stores within the stipulated time
- b. Not complying any of the provisions of the contract.

14. **Rejection:** In the event that any of the stores supplied by the contractor is found defective in material or workmanship or otherwise not in conformity with requirement of contract and specification the purchaser shall either reject the stores or request the contractor in writing for the rectifying the same .Contractor, on receipt of such notification shall either rectify or replace the defective stores free of cost to the purchaser. If the contractor fails to do so, the purchaser may its option either

- I. Replace or rectify such defective store and recover the extra cost so involved from the contractor
- II. Terminate the contract for default.

15. **Bank charges:** While purchaser shall bear the bank charges payable to his banker (SBI), the contractor shall bear all the bank charges payable to his banker including amendment commission if any.

STANDARD TERMS AND CONDITIONS

1. The tenderer should submit quotation complete in all respect with technical specifications including pamphlets and catalogues. Preparation of the tender shall be in the format available in the tender. All the relevant information and compliance of the specification have to be attached/ saved in the the e-procurement portal.
2. Detailed schedule of activities to be carried out by the vendor while submitting the bids is indicated in the tender document.
3. The valid e-bids received before the deadline shall be opened in the presence of attending tenders/their authorized representatives as indicated in the tender schedule. The person attending the tender shall have to carry authorization letter from the tenderer and identification proof which may be produced on demand.
4. In the event of any date indicated above is declare as holiday the tender schedule shall be postponed accordingly.
5. In the case the tender cannot be opened on the days indicated in schedule due to technical difficulties tender will be opened on next working day or on the day the technical snag is set to right.
6. No request for extension for due date for submission of tender will be entertained
7. The following information should be provided under vendor terms and conditions.
 - a. Terms of import (CIF/CIP) for import by Sea Freight/Air Freight up to Cochin should be separately indicated.
 - b. Agency commission: The amount of commission included in the price and payable to the Indian Agent (normally not exceeding five percent) of the contract shall be paid directly to the Indian agent by the purchaser in equivalent Indian rupees on the basis of invoice from him applying buying rate exchange ruling on the date of placement of Purchase Order. And which shall not be subject to any further exchange variation. This payment will be released to the Indian agent after receipt and acceptance of goods in NITC.
 - c. The earliest delivery period and country of origin of stores may be furnished.
 - d. Banker's name, address, Telephone numbers and Email ID of the contractor shall be furnished.
 - e. The approximate net and gross weight and dimension of the packages/ cases
 - f. Recommended spares for satisfactory operation for a minimum period of one year beyond warranty.
 - g. Details of any technical service, if required for eruption, assembly, commissioning and demonstration.
 - h. The prices quoted should be inclusive of all taxes, levies, duties originating in the tender's country.
 - i. The offer should be valid for a minimum period of 90 days or longer as is called for from the date of opening of the tender.
8. The offer made by Indian agent on behalf of their principals should be supported by the authorization of their principal
 - a. In the tender either the Indian agent on behalf of the principal/ OEM Principal/OEM itself can bid but both cannot bid simultaneously for the same item /product in the same tender.
 - b. If any agent submit bid on behalf of the principal/OEM the same agent shall not submit bid on behalf of another principal/OEM in the same tender or the same item/product.
9. We are exempted from customs duty and hence quote should be made exclusive of customs duty.
10. As per CGST notification no.45/2017 and 47/2017 this institute is entitled to avail concessional rate of GST @ 5% on all goods procured for research purpose. To this effect institute will issue a certificate duly signed by the head of the institution to the supplier for availing this concessional rate.
11. The authority of the persons signing the tender if called for shall be produced.

12. Instructions/ operation manual containing all assembly details including wiring diagrams should be sent where ever necessary in duplicate. All documents/ correspondences must contain English language. Bidder are also requested to furnish any additional information regarding technical specification if required by the institute on technical evaluation process.

13. The purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.

14. It expressly agreed that the acceptance of the stores contracted for is subject to final approval in writing by the purchaser.

a. Part shipment is not allowed unless specifically agreed to by us.

b. As far as possible stores should be dispatched by Indian Flagged vessels/ Air India through an agency nominated by us.

15. Inspection/test certificate should be provided.

16. Where erection or assembly or commissioning is a part of the contract it should be done immediately on notification. The contractor shall be responsible for any loss/ damage sustained due to delay in fulfilling the responsibility.

NIT Calicut