

# National Institute of Technology Calicut

NIT Campus (P.O.), Kerala - 673 601, India

Tel. 0495 2286115, 2286116     ■     E-mail: purchase @nitc.ac.in



## TENDER FORM

*From*

M/s.....  
 .....  
 .....

*To*  
**THE DIRECTOR**  
**National Institute of Technology Calicut**  
**Calicut, Kerala**

Sir,

I, ..... of M/s.....  
 hereby agree to supply to the National Institute of Technology, Calicut in accordance with the terms and conditions stipulated in the tender form, the equipment hereunder named of the quality or sort and at the rate or price hereunder specified, on the acceptance on this tender (Ref No ...  
 .....)  
 .) by you. I enclose Cheque/ Draft. No..... for the sum of Rs.....towards earnest money deposit to your credit which needs to be returned to me by you if this tender is not accepted.

Sl.No	Description	Qty	Rate	Total cost
<p><b>Total cost in words:</b> .....</p> <p><b>Delivery:</b> .....</p>				

We confirm that the quoted prices are firm and inclusive of all taxes and duties (including entry tax), freight and insurance for supply and installation at NITC CAMPUS. There would not be any price escalation during the supply period. We also confirm that we will abide by all the terms and conditions and we do not have any counter conditions.

*Yours faithfully,*

**Signature of the Tenderer** ..... (Seal)

Place ..... Date .....

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## GENERAL CONDITIONS OF THE TENDER

1. Sealed tenders are invited of the supply of equipment/furniture and machinery as per Schedules supplied herewith.
2. Tenders in duplicate should be enclosed in a sealed cover, superscribed " Tender No.....for the equipment of the National Institute of Technology Calicut (by designation and not by name) and should reach this office on or before the last date and time fixed. Tenders received thereafter will not be considered.
3. Tenders should accompanied by a Demand Draft for payment of 2% of the total cost towards Earnest money to the credit of the Director, National Institute of Technology Calicut, drawn on State Bank of India, Calicut REC Branch, Chathamangalam (2207). Tenders not accompanied by earnest money will not be considered and will be summarily rejected. 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 2005 regarding submission/ exemption of EMD is only applicable for the purchases to this Institute.
4. The Earnest Money Deposit in respect of all unselected tenders will be refunded within a short time after the tenders are opened. Tenders are advised to send a pre-receipted chalan along with the tender. So that the refund of EMD after the bids have been rejected is made with out delay.
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 completeion 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. Tenders should be sent in duplicate. The tenders may offer the Tender on their on letter heads giving full specifications and reference to the serial number of the item and schedule. Tenderers are at liberty to quote for all or any of the items in the schedules, but should quote for full quantities indicated against the item. Offers should be written in ink, or typewritten, and correction, if any, should be only attested. Pencilled quotations will not be accepted. Delivery period should be clearly stated against the items offered.
10. Individuals signing the offers or documents connected with the contract must specifically state whether he (they) is (are):
  - i) Signing as a sole proprietor;
  - ii) Whether signing for the firm, and
  - iii) In case of companies or firms registered under the India Partnership Act, the capacity in which he (they) is (are) signing i.e. Secretary, Manager, Partner etc. or their attorney by production of document empowering him to do so.
11. Tenderers should specifically note that ordinarily payment will be made only after full supplies are completed as per orders and that no advance payment can be arranged on proof of despatch of goods.
12. Payment and acceptance of goods will strictly be in accordance with the terms and conditions of this notice and THE DIRECTOR will in no way abide by any general or special conditions of supply that the tenderers might specify against their offers unless prior acceptance of them is given in writing by THE DIRECTOR. Payments will normally be made within one month of receipt of goods in sound condition.
13. Tender forms and schedules are not transferable.
14. Acceptance form to abide by the conditions stipulated by the Director in the form supplied with the schedule should be returned duly signed along with the offer. The absence of the acceptance of these conditions may result in the rejection of the offer.
15. 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 this 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.

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## SPECIAL CONDITIONS OF THE TENDER

1. Offers should be submitted along with catalogues, illustrated pamphlets, detailed specifications and also outlines and dimensioned drawings wherever necessary. As the descriptions given against the items in the schedules are only indicative of the types of the machinery and equipment required for use in laboratories etc. particulars with regard to the brand, type and the manufacturer's name should be clearly stated against the offers. The origin of the items of equipment whether 'Indian' or 'Foreign' etc. should also be given against the offers.
2. In the event of an order for supply of equipment of foreign manufacture, tenders should specify whether they would be able to supply from their own import licence quota or they would need the assistance of institute in securing the import licence.
3. When the items offered do not conform to the specifications listed in the schedules, full particulars of the deviations should be clearly indicated against the items with a remark "Alternatives". Tenderers should also state if any additional equipment & necessary to ensure completeness of the equipment and should also quote for such additions separately.
4. The rates quoted should be on F.O.R. NIT Calicut basis including insurance upto destination National Institute of Technology stores, Chathamangalam, 22 miles away from Calicut. Customs duty percentage and the C.I.F. price on which it is based should be clearly specified in the tender and if the customs duty exemption certificate is secured the corresponding amount or the actual duty paid whichever is higher will be deducted from the bill. If the bill is already paid, the tenderer should refund the amount to the Director.
5. The tenderers should verify and make sure that the claims made by them against items towards Sales tax, customs duty, excise duty etc., are not more than those permissible under the provisions of the laws in force, and that they will refund any excess claims admitted in this respect.
6. The offers should be kept open for a period of three months from the date of opening of tenders. Acceptance of the offers will be intimated to the successful tenderers within that period. Tenderers will however, be given the option to keep their offers open for a further agreed period if there be any delay in intimating the acceptance.
7. The suppliers should repair or replace free of charge any defective machinery or parts etc. supplied by them due to faulty design, defective materials or workmanship or any other reasons whatsoever within one year following the date of receipt of the equipment, by which time testing and inspection would have been completed.
8. Should the tenderer fail to supply the equipment ordered within the period prescribed or in case the equipment supplied is not in accordance with the specifications accepted against the offer, the DIRECTOR, at his discretion and option, may order such similar equipment on any other firm offering the same and recover the difference in the cost, if any, from the security deposit.
9. The decision of the Director shall be final as regards the acceptability of the equipment supplied by the tenderers and he shall not be required to give any reason whatsoever for rejecting any equipment.
10. Receipt of the purchase order should be acknowledged within a week.
11. With every delivery of equipment under the contract, invoices in triplicate containing the reference of purchase order and date should be sent by the supplier to the Director.
12. Conditional supplies and bills in contravention to the terms contained herein and in the purchase order shall not be accepted.
13. The date mentioned in the purchase order for arranging supplies should be construed as the date on or before which supplies should be in the hands of the Director and should not be taken as the date for dispatching stores.
- 14.(i) This Institute can not furnish C or D forms, but can issue a concession certificate to avail the concession on CST for purchase of scientific goods for educational institutions.  
(ii) This Institute is not exempted from payment of entry tax. Suppliers should quote for supply at NITC CAMPUS and entry tax should be paid by the supplier at Kerala entry point sales tax check post on behalf of NITC . The entry tax amount so paid will be reimbursed on production of original proof of tax payment.

NIT Calicut