## TERMS AND CONDITIONS OF TENDER

- 1. Firms shall submit their offer in 2 bid system, 'Technical Work Specification' and 'Commercial Offer' separately on or before 31<sup>st</sup> August 2017 by 1100 HRS.
- 2. Firms shall submit only one commercial offer for all the work referred at "Annexure A1", work shall be considered as single project.
- 3. Rejection of tender due to late submission: Late / delayed and incomplete tender will be rejected. This Institute <a href="mailto:shall not be responsible">shall not be responsible</a> for any delays in transit or otherwise due to postal and/or any other reason.
- 4. Opening of Tender: Only Technical bids will be opened on the stipulated opening date/time in the presence of tenderers or their representatives whosoever may like to be present. Commercial bids of those who are short listed after scrutiny of the technical suitability/acceptance of the offer, will be opened on a later date.
- 5. Taxes: The rates of Sales Tax, CST, Excise Duty or any other tax, if chargeable, shall be indicated separately or else it will be presumed that no taxes are payable by CIRT.

  Note: Sales Tax Exemption form [Form 'C' or 'D'] cannot be provided.
- 6. Payment: Payment will be made within 30 days from the date after satisfactory completion of installation, commissioning, training and performance of the equipment at CIRT premises subject to submission of Performance Bank Guarantee.

## 7. Warranty:

- a) Supplier will provide five years warranty for the operating system and hardware supplied.
- b) The offered item/material/equipment shall strictly conform to the specifications & shall be guaranteed for satisfactory performance & against manufacturing and other defects at least for a minimum period of 5 years.
- c) Free replacement of defective spares/rectification of any defective components of the equipment during warranty period should be arranged ON FREE OF COST on DOOR DELIVERY BASIS and installation thereof. All expenditure for door delivery such as freight, insurance, taxes, any other duties, customs duty & clearance charges in the cases of imported items, towards replacement shall be borne by the vendor/their authorized agents.
- d) A Performance Bank Guarantee valid for 2 years to ensure the fulfillment of warranty obligation shall be provided for 10% Value of the total cost of the project. (A specimen format of Bank Guarantee will be provided along with the Purchase Order)
- e) Extension of Warranty: During warranty period the service personnel shall attend the service calls and replace/repair the equipment within 03 working days from the date of intimation. If the equipment is not put into operation within that period warranty will be extended by number of day's equivalent to five times the delayed days.

- 8. DELIVERY: Clear delivery conditions shall be specified in terms of definite number of days or weeks, but any case not more than forty-five working days. The material/equipment shall be delivered to CIRT on DOOR DELIVERY basis without any additional cost.
- 9. Training: Vendor shall provide free training to CIRT personnel after completion of installation and commissioning of all the system.
- 10. Customer Service Support (after Warranty period): Customer Service Support shall be provided for minimum period of 5 years.
- 11. The Director, C.I.R.T. reserves the right to recover the amount of loss incurred to CIRT, if any, due to non-execution of the order, damaged / short supply / wrong supply/ delayed delivery in part or full of the equipment, from the dues of the tenderer/supplier.
- 12. The Director, C.I.R.T. reserves the right to reject any or all the tenders or partially accept or reject any or all the tenders without assigning any reasons. The Director, CIRT also reserves the right to reject any or all offers in case the tenderers have put in their own terms & conditions. In case of any dispute, on any account related to the said tender &/or any activity related thereto, the Director's decision will be final and binding on the tenderers.
- 13. All disputes of any nature shall be subject to Pune (India) jurisdiction only.

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