




Bharatiya Vidya Bhavan's
SARDAR PATEL INSTITUTE OF TECHNOLOGY
(Autonomous Institute Affiliated to Mumbai University)
Munshi Nagar, Andheri (W) Mumbai-400 058

 procurement@spit.ac.in

 +91-9820436099

 www.spit.ac.in

Terms and Conditions

- All supplies should be on the site and at the location designated by the institute.
- Bidder should have paid all statutory taxes and duties for the financial year 2022-2022.
- The bidder should have supplied similar equipment/technical itineraries* to at-least five prestigious institutes/ industries in past three years.
- The turnover of the bidder must be INR one crore in the last financial year.
- The tender has to be submitted before the due date. The offers received after the due date and time will not be considered.
- The offer/bid should be submitted in **two bid systems (i.e.) Technical bid and financial bid**. The technical bid should consist of all technical details along with commercial terms and conditions. The financial bid should indicate an item-wise price for the items mentioned in the technical bid. **The technical and financial bids should be put in separate covers and sealed. The Quotations should be valid for 90 days** from the date of opening of tender. The Quotations are duly sealed and **super scribed on the envelope with tender reference number** should be addressed to **“The Principal, Sardar Patel Institute of Technology, Inside Bhavan’s Campus, Munshi Nagar, Dada Bhai Cross Rd Number 2, Andheri West, Mumbai, Maharashtra – 400058”** so as to reach on or before the due date.
- The bidder shall solely bear all the costs associated with the preparation and submission of the bid. S.P.I.T. shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case, such costs shall be reimbursed by the S.P.I.T.
- An **E.M.D. amount of Rs. 50,000/-(Rupees fifty thousand only)** in the form of Cross-Cheque or Demand Draft to be enclosed along with the technical bid. The E.M.D. will be drawn in favour of **“The Principal, Sardar Patel Institute of Technology”**, payable at “Mumbai”. The validity of the EMD should be **03 (six) months** from the date of issue. Any bid without EMD will not be considered. EMD will be refunded to the unsuccessful bidder, after the finalization of the tender process. The EMD of the bidder awarded with the contract will be treated as part of the security deposit towards the Performance Guarantee. No interest is payable on the security deposit. The security deposit shall be forfeited if the selected bidder after the award of the contract fails to execute the same.
- **The bids will be evaluated item wise or considering all/ few items together.** The Principal, S.P.I.T. and procurement cell reserves all rights to take a decision in these regards.
- The Principal, S.P.I.T. and procurement cell reserves the right to reject any or all offers without assigning any reason.
- **The delivery period shall be strictly followed as per terms and conditions mentioned in the Purchase order issued.**
- No advance payment will be given.
- The bidder should give prices including all taxes, duties, loading/ unloading charges, and installation charges. However, a break of these should be clearly indicated.
- All supplies should be on the site and at the location designated by the institute.
- Bidder/OEM should have a service center in Maharashtra and Karnataka.

*The institute reserves the right to modify the requirement lists (technical itineraries) if required.



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- These prices are for the supply for S.P.I.T., Mumbai.
- Please quote the best minimum prices applicable, leaving no scope for any further negotiations on prices. The quoting party should give a certificate to the effect that the quoted prices are the minimum and they have not quoted the same item at lesser rates than those being offered to S.P.I.T. to any other customer nor they will do so till the validity of the offer or execution of the purchase order, whichever is later.
- The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or another failure to perform its obligations under the Contract is the result of an event of Force Majeure.
 - For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
 - If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.
- The supplier shall inform S.P.I.T. about the site preparation, if any, needed for the Installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment.
- If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, unmerchantable, or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at the supplier's cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective parts in equipment, if found before Installation and/or during the warranty period, shall be replaced within 15 days on receipt of the intimation from this office at the cost and risk of the supplier including all other charges.

These terms and conditions are hereby acknowledged and we agree to abide by them.

SIGNATURE OF TENDERER

ALONG WITH SEAL OF THE COMPANY WITH DATE

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