

Centre for Research and Industrial Staff Performance (CRISP)  
Shyamla Hills, Opposite Manas Bhawan, Bhopal

**MANDATORY STATEMENT OF TERMS AND CONDITIONS FOR NIT  
NO. CRISP/PROC./ IT-SWD/2021/413 DATED 31.08.2021**

**NIT FOR PROCUREMENT OF EQUIPMENTS / MACHINERY AND TOOLS ETC.**

**1. Technical Documents :**

The Vendor shall deliver together with the goods all necessary technical documents such as operating instructions. Instruction manual, connection plan, interior circuit plan in English. The documents shall be wrapped in waterproof packing.

**2. Invoice Documentation :**

Commercial invoices and delivery note to CRISP must include all relevant details, Marks and numbers, dimensions and weight of the packing units of the items being delivered. Invoices shall be submitted in 4 copies.

**3. Inspection :**

The buyer retains the right to have all articles inspected at any time by its duly authorized representative. Any defects shall be remedied by the Vendor immediately at no extra cost to CRISP. Any inspection carried out shall not prejudice the implementation of other relevant provisions of this contract concerning obligations undertaken by the Vendor, such as warranty or specifications.

**4. Warranty :**

The Vendor shall guarantee that, at the time of delivery, the goods supplied under the contract shall be free from any defects in the material or in its workmanship, shall be suitable for the climatic conditions at destination and shall conform to the requirements of the purchase order/contract notwithstanding the fact that an inspector may have inspected and/or accepted the goods.

The **warranty** shall be valid for a **minimum of 3 year(s)** after installation of the goods / material etc. at the destination.

Notice of any such defects or any inconsistencies noted in the particular procurement shall be given by CRISP to the Vendor within one year of the arrival of defective or non-performing commodity.

If required by CRISP, within a reasonable amount of time after such notice, the Vendor shall replace the defective or non performing commodity at his own expenses.

The validity of this warranty shall then be extended further to **one year after the date of arrival of the replaced items**. If CRISP does not require replacement or refurbishing of defective goods, the Vendor shall repay to CRISP, within a reasonable amount of time after issue of the notice of defects or poor performance, the corresponding portion of the price of the defective machine / material etc.

**5. Delays in Delivery/Liquidated Damage Clause :**

In case of delay in the delivery of goods, wholly or in part, by more than 14 days, the buyer may refuse to take delivery wholly or in part and terminate the contract/cancel the procurement order.

Without prejudice to his rights earlier mentioned, the buyer has the right to demand liquidated damages at the rate of 1% of the value of the goods **per week** subject to a maximum of 10% of the value of the order. **The Vendor shall accept this condition in writing at the time of accepting the supply order.**

**(Name, Signature & Seal of Tenderer)**

**Date:** \_\_\_\_\_

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6. **Default :**  
In case of default by the Vendor, including but not limited to failure or refusal to make deliveries within the specified period, the buyer may procure the goods or services from other sources and hold the Vendor responsible for any excess of cost caused thereby. Furthermore, the buyer shall, by a written notice, terminate the right of the Vendor to proceed with deliveries or such part or parts thereof as to which there has been default.
7. **Force Majeure :**  
If, in case of force majeure, the Vendor is unable to perform his obligations under this contract he shall give notice thereof to the buyer within 15 days after the occurrence of specific force majeure. Force Majeure shall mean the presence of circumstances which independent of the will of the contracting parties arise after the conclusion of the contract and which impacts its normal fulfillment.  
**Force majeure clause and clauses requiring the supplier to arrange free training of CRISP staff with a view to familiarizing them with the working of the equipment** either at the works of the supplier / manufacturer or at CRISP, Bhopal after installation of the machine shall be appropriate for the ordered machines and equipment or items covered by this bulk order.
8. **Assignment :**  
**The Vendor shall not assign, wholly or in part, his obligations under this contract to any other party except with the buyer's prior written consent.**
9. **Confirmation of Order :**  
**The Vendor shall confirm the supply order by signing the copy attached with the Purchase Order.** The contract becomes valid only when the copy of this order, bearing the legally-binding signature of the Vendor, has been received by the buyer. Acceptance/confirmation of the order by the Vendor shall mean his acceptance to these terms and conditions.
10. **Amendments :**  
Modifications and supplements to this order are **valid only when made in writing**, Verbal amendments shall not be valid.
11. **Partial invalidity :**  
One or more provisions of this contract rendered invalid shall affect the validity of other provisions. In the event of the invalidity of particular provision(s), the respective invalid provision(s) shall be deemed replaced by such provisions as come closest to the economic purpose intended by the contracting parties.
12. **Terms of Contract :**  
The present contract shall be governed, exclusively, by the terms stipulated herein.
13. **Settlement of disputes:**  
If any dispute arises during a transaction, efforts shall be made to settle them amicably. In case, it is decided to take recourse to legal action, **jurisdiction of the courts of law shall be Bhopal.**
14. Efforts shall be made to make payment of the goods within 15 days of their arrival in CRISP in good working condition. Payments shall be made by cheque / Demand draft in favour of the vendor.
15. Cheques / DDs shall be sent to the vendor by registered post at his/her given address. This shall mean that **no person / representative of the vendor shall be entertained in CRISP** so far as payment of bills is concerned.

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**16. Advance payment:**

**Advance payment shall be avoided as a matter of rule.** Whenever, payment in advance is agreed under strenuous circumstances, payment to the extent of 90% of the cost of equipment could be made **against valid proof of dispatch / or on COD(\*) basis** and in those cases only, where the supplier is accredited, well known and reputed.

**17. Safety clauses:****(i) Earnest Money Deposit:**

For purchases exceeding Rs. 25,000 and above, Earnest Money shall also be deposited @ 5% of the total cost while for purchases exceeding Rs. 2,00,000/- the Earnest Money shall be deposited @3% of the cost of the machine/material. Earnest Money shall be deposited through Demand Draft **payable to "CRISP Society", Bhopal (payable at Bhopal)**. Please note that the compliance of the condition given in clause 17(i) is **mandatory and no relaxation is possible**. We ensure to return the EMD to unsuccessful bidder immediately.

**There is an option of deposit of the EMD in the form of FDR of any nationalized Bank.** The FDR shall be pledged to "CRISP Society", BHOPAL and be for a period covering the warranty period of the machine. In that case, the bidders get the FDR back with full interest accruing thereon. This option can be tried in the case of Performance Security too. **Thus, virtually, there is absolutely no financial loss to the bidders either on EMD or Performance Security Deposit.**

**(ii) Performance Security:**

Performance Security @2% of the value of the order shall be deposited as a measure to regulate the supply of goods / machines and for ensuring the required performance throughout the period of warranty/guarantee/ completion of a construction work.

18. These conditions shall form integral part of the procurement order. Conditions at Sr. No. 1 & 7 shall apply in case of particular machines / equipment only.
19. CRISP is free to specify its instructions with regard to **packing** as per the needs and requirements. For example, if the machine is being imported, it shall require **seaworthy packing** only.
20. The offer of rate shall be filled in the prescribed Forms (Form-B)
21. **The Tenderer shall supply references of users of the Machine being procured alongwith (i) Audited Balance Sheets of the firm for the last 3 financial years, (ii) proof of registration (TIN No./GST No.), (iii) Certificate issued by the Tax Authority etc. of the State where the works or distribution house of the Manufacturer / Dealer is situated.**
22. **The tender bid shall be opened in the Conference Room of CRISP at 3:00 p.m. On 15<sup>th</sup> September, 2021 in the presence of such bidders or their accredited representatives who may like to be present at the time of opening of tender bids.**
23. The Vendor(s) are requested to go through the Purchase Order very carefully to make sure the destination for delivery of goods being procured The supply shall be FOR destination as **specifically mentioned** in the Purchase Order.
24. **CEO, CRISP reserves the right to accept any bid or reject all or any bid without having to give any reason for doing this.**

(\*) - Cash on delivery

**C.E.O., CRISP**

**(Name, Signature & Seal of Tenderer)**

Date: \_\_\_\_\_