



**Maharana Pratap University of Agriculture and Technology,
UDAIPUR – 313 001**
महाराणा प्रताप कृषि एवं प्रौद्योगिकी विश्वविद्यालय,
उदयपुर – 313 001

No. F. 81/MPUAT/Tender/Gr.V/CDFST/2007/

Date: _____

Category –'CDFST'

M/s. _____

Sub: Tender form for supply of **Equipments**.

Ref: Your No. _____

Dear Sir,

With reference to your letter cited above, please find enclosed herewith the following:

1. Tender form for supply of Equipments.
2. Special Terms and Conditions of the tender.
3. General terms and conditions of tender.
4. Custom Duty/Excise Duty exemption certificate.

The tender form alongwith terms and conditions duly completed and signed must accompany a demand draft towards earnest money and be submitted to this office by **30.11.2007** up to **11.30 AM** and opened on the same day to **at 12.10 PM**.

Please Note:

1. No tenders will be entertained without earnest money
2. On envelop, the category of tender (i.e. tender for supply of **Equipments-Category- CDFST** due date on **30.11.2007** etc. must have been explicitly mentioned.
3. Tenders must be submitted in **Sealed** cover.
4. If the tender form, special and general terms & conditions are down loaded from the University website, the tenderer has to enclose a demand draft of **Rs. 500/- (Rs. Five Hundred Only)** as tender form fee (Non-refundable) in favour of the Comptroller, MPUAT, Udaipur payable at Udaipur failing which the tender shall not be considered.
5. **The tenderer or his authorized representative should come prepared for technical presentation and demonstration on the date of opening of the tender and may be required to stay for next day.**

Yours faithfully,

COMPTROLLER

Encl: as quoted above



**Maharana Pratap University of Agriculture and Technology,
UDAIPUR – 313 001
महाराणा प्रताप कृषि एवं प्रौद्योगिकी विश्वविद्यालय,
उदयपुर – 313 001**

Category – 'CDFST'

**TENDER FORM FOR SUPPLY OF EQUIPMENTS IN REFERENCE TO NIT NO.
F. 81/MPUAT/Tender/Equip/2007/1892 Dated 29.10.2007**

Note: Tender must be submitted strictly in accordance with all the terms & conditions of the Tender-Notice and in the tender form issued by the University, otherwise the tender shall not be considered and shall be rejected outright. Counter conditions shall not be accepted. Tenderers should read these conditions very carefully and comply strictly before submitting their tender. If a tenderer has any doubts regarding the interpretation of any of the conditions or specifications mentioned in these documents he should refer the same to the Comptroller and obtain clarification before submitting the tender. The decision of the Comptroller regarding interpretation of the conditions and specifications shall be final and binding on the tenderers.

There are two sets of tender forms containing the following documents:-

1. Tender Notice No. F. 81/MPUAT/Tender/Equip/2007/1892 dated 29.10.2007.
2. Tender Form for quoting the rates.
3. Special terms and conditions of the tender.
4. General Terms and conditions of the tender.
5. Custom Duty/Excise Duty exemption certificate.

Please retain one set for your record and submit one complete set duly filled in, signed and stamped on every page alongwith the earnest money remittance evidence, failing which, the tender will be rejected.

Encl: As above.

COMPTROLLER

Details about the tenderer: To be filled in by the tenderer:

1. Name & complete postal address and contact telephone number of the Tenderer:

2. Earnest Money deposited in form of : _____
Bank Draft/Pay Order No. _____ dated _____ for
Rs. _____ (Cheques/FDR's are not acceptable) issued by _____

(Name of Bank).
- *3. Tender form fee of Rs. 500/- in form of Bank Draft/Pay order No. _____
dated _____ issued by _____ **(Name of Bank)**
(Cheques/FDR's are not acceptable).

***Note:- Applicable when down loaded from website/copied.**

I/We declare that I/we have read all the terms and conditions & specifications of the work mentioned in all the above documents of the tender-form and I/we agree to confirm to these.

Dated:

**SIGNATURE OF THE TENDERER
(With Stamp)**



**Maharana Pratap University of Agriculture and Technology,
UDAIPUR – 313 001
महाराणा प्रताप कृषि एवं प्रौद्योगिकी विश्वविद्यालय,
उदयपुर – 313 001**

Category – 'CDFST'

**SPECIAL TERMS & CONDITION FOR SUPPLY OF EQUIPMENTS WITH
REFERENCE TO TENDER NOTICE NO. F. 81/MPUAT/Tender/Equip/2007/
1892 Dated 29.10.2007**

1. Tenders should be submitted on prescribed tender form to the Comptroller, Maharana Pratap University of Agricultural and Technology, Udaipur and should reach on or before **30.11.2007** upto **11.30 AM**. Postal delays are no justification for the acceptance of the tender.
2. Tender should be in the name of **COMPTROLLER, MPUAT, Udaipur**, in a sealed cover duly superscribed as "Tender for supply of **Equipments-Category-CDFST** to be opened on **30.11.2007**."
3. Rates quoted in the tender should remain valid for a period of **4 months** from the date of opening of tenders.
4. **Earnest Money** Deposit shall be **2%** of the estimated value of each item, in the form of DD/Pay Order drawn in favour of "**Comptroller, MPUAT, Udaipur**". Exemption shall be allowed to **SSI Units** duly registered, as per prevailing rules in Govt. of Rajasthan. Tender without earnest money would be rejected.
5. **Specification brochures/catalogue should be enclosed with the tender form.**
6. Equipment to be supplied must have specific warranty period not less than **12 months** after installation.
7. If the material/equipment supplied is not as per prescribed specifications, then the same shall be rejected at the cost of the supplier.
8. The rates should be quoted in the prescribed tender form (enclosed) only. The rates should be quoted as all Tax (Custom duty charges, Excise duty charges, Octroi and VAT etc.) paid, if extra then mention separately.
9. **Tenderer must quote his rates for the items in the column 4 of the tender form. The tendered amount should be in Indian Currency i.e. in Rupees only. If equipment is imported, university may open L.C. in favour of the Principal but all the other formalities relating to import (clearing, etc) are to be completed by the successful tenderer at his cost.**
10. **Tenderer must quote his rate FOR destination (mentioned in supply order) including clearing charges, transport and handling charges etc.**
11. **The tenderer should have Custom Bonded Warehouse facilities against our custom exemption certificate for destination at FOR.**
12. **For the tender for supply of equipment/implements, the tenderer should be either a manufacturer or an authorized dealer. In case of authorized dealers he should enclose dealership certificate valid during the period of tender/supply.**

-: 2 :-

13. The quantity mentioned in the tender for items can be increased or decreased at the discretion of the University.
14. **The tenderer should enclose user list alongwith their postal address and telephone number and should also furnished details of after Sales Service if any provided by the tenderer.**
15. **The rate quoted should be inclusive of all requisite accessories. The details of accessories are to be clearly mentioned in tender form by the tenderer. The rates of option accessories if any be quoted separately.**
16. **The tenderer can avail facilities against our Excise/Custom Exemption certificate.**
17. **The order will be placed by the Dean, College of Dairy & Food Science Technology, Udaipur. Other unit officers of the university may also place the order & the supply is to made at FOR Indentor Office or as specified in the supply order within the area of MPUAT, Udaipur. Payment will be made by indenting officer after satisfactory supply/installation of the equipment /implement etc.**
18. **Vice Chancellor, MPUAT, Udaipur reserves the right to reject any tender in part or full without assigning any reason.**
19. **Any dispute arising out of this contact shall be subject to the courts having jurisdiction at Udaipur only.**
20. The rate tendered for every items/equipment/unit mentioned in tender form at **Col. 4** will be evaluated separately and tenderer should quote accordingly.
21. Tendered amount should be mentioned in words & figures.
22. The successful tenderer will have to deposit @ 5% of the order value as security within seven days, which will be refunded after the end of guarantee warranty period.
23. Equipments/implements which are governed by Dangerous Machinery Regulations Act should be necessarily 'I.S.I.' marked (attach certificate with the Tender) and for other equipments 'I.S.I.' quality certification is desirable. For quality certification in case of equipments the certificate be enclosed.
24. The tenderer should give on the site demonstration at the desire of the Indentor.
25. **Please enclosed details specification with the photographs & literature of the equipment to be supplied.**
26. **The tenderer or his authorized representative should come prepared for technical presentation and demonstration on the date of opening of the tender and may be required to stay for next day.**
27. **Liability on the part of University will arise only when the supply order is issued by the Intending Officer of the University.**

COMPTROLLER
M.P.U.A.T., UDAIPUR

I/We hereby declare that I / We have read carefully all the above mentioned Special Terms & Conditions and I/We agree to confirm these.

SIGNATURE OF THE TENDERER

WITH HIS FIRM'S RUBBER STAMP

TENDER FORM

Cost
By Cash Rs. 500/-By Post Rs. 600/-
Category – 'CDFST'

To,

The Comptroller,
Maharana Pratap University of Agri. & Technology,
Udaipur

Sub: TENDER FORM for supply of **EQUIPMENTS.**

Ref Your tender notice No. F.81/MPUAT/Tender/Equip/2007/1892 Dated
29.10.2007.

Dear Sir,

In response to the above-referred Tender Notice, we are submitting our offer for supply of equipments. The details are as under:

1. Name of the Tenderer _____
2. (a) Address of the Tenderer _____

- (b) Phone No. _____
- (c) Fax No. _____

3. The proposed tendered amount for supply of equipments are as under:

S. No.	Particulars	Estimated Quantity	Tendered rate (in Rs. figures & words per unit)
1.	2.	3.	4.
1.	Storage Tank Storage tank having capacity of 500 Lit. vertical type duly insulated, S.S. 304 with smooth finish, lid, having temperature indicator and two way valve with sampling port and triple speed agitator of 10,48,60 rpm provided with single phase motor	1	
2.	S.S. Vessels SS Vessels having capacity of 100 liters and 50 liters. S.S. 304 for storing purpose having lid, handle, scoops and drain port. The 100 liters vessels should have adjustable legs.	2	
3.	Commercial Blender Commercial blender having capacity of 25 kg dough per batch. S.S. 304 with 3 sets of inter changeable blades suitable for dough/powder/fruit and vegetable paste having triple range speed of 10,48,60 rpm having single phase motor.	1	
4.	Generator Set 3 Phase, 125 KVA Gen set from standard make with canopy.	1	

Cont.....2

5.	Homogenizer Capacity 200 liters/Hr, 3 Horse power, Triplex pump. Pressure upto 200 bar, double stage, imported sterlite/Tungston carbide valves. Fat globule size-Less than 1 micron	1	
6.	Batch freezer Capacity 6 Lit out put, Electrical power operated having 1.5 kw rating, over run 80 to 100% with air compressor system. Equipped with one cylinder of 150 mm diameter SS 304 grade, Puf insulation having 36 kg/cm. Beater motor power consumption 450 W	1	
7.	MANGO & GUAVA PLANT PROCESSING SUB UNIT Pasteurizer with insulated storage tank-One Suitable for pasteurizing the product like mango pulp, continuous scrapping action, capacity 250 kg/hr. Steam heated with pressure & temperature controller insulated, cylindrical storage tank with agitator, lid etc. capacity 500 Kg Empty Can Sterilizer-One Hot air continuous tin sterilizer capacity 200-1000 gm Can. Capacity 1000 tins/hr. Can conveying conveyor with variable speed. Double Seamer-One Capacity 1000 Cans/hr, mounted on MS structure, equipped with 1 h.p. motor, provided with seaming chucks and rollers of different grades Retort & Creates with electric hoist-One In can steam sterilizer cap 200 gm to 1000 gm, circles & with suitable electric hoist Dearator for guava-One Vacuum type, batch dearator capacity 500 Kg/hr with vacuum system Note:-All above equipments must be compatible for existing tomato processing unit of 250 Kg/hr capacity, Supplier must fully commission the system and show in satisfactory operation for 6 months, Rates must be quated on turn key basis.	1	

I/We certify that above rates have been quoted after perusing all the general and special terms & conditions of the tender. I/We agree to confirm these conditions & signed on all the terms & conditions in token of confirmation & acceptance. I/We also bear the responsibility for installation, commissioning, demonstration and training will be given to user at my/our cost.

**SIGNATURE OF THE TENDERER
WITH FIRM'S RUBBER STAMP**

Maharana Pratap University of Agriculture and Technology, UDAIPUR

GENERAL TERMS AND CONDITIONS OF TENDER

NOTE:- Tenderers should carefully read these conditions and comply strictly while submitting their tenders. If a tenderer has any doubt regarding the interpretation of any of the conditions or specifications mentioned in the Tender Form/Notice, he should refer these to the Comptroller and obtain clarification before submitting the tender. Decision of University regarding the interpretation of the conditions and specifications shall be final and binding on the tenderer.

1. DEFINITIONS:

- (i) The term '**the contract**' shall mean the invitation to tender, the instructions to the tenderers, acceptance of tender hereinafter defined and those general conditions and special conditions related to the tender.
 - (ii) The term '**the contractor**' shall mean the person, firm, company or any body to whom the order for the supply is placed. In the case of person, it shall be deemed to include his successors, heir and legal representatives where the context so requires.
 - (iii) The term '**delivery**' shall mean delivery by the stipulated dates and the places specified in these conditions or special terms and conditions and/or supply order issued in this regard
 - (iv) The term '**Central Stores Purchase Committee**' shall mean the Stores Purchase Committee constituted by the Maharana Pratap University of Agriculture & Technology, Udaipur.
2. The tenders should be sent to the Comptroller, Maharana Pratap University of Agriculture & Technology, Udaipur under a Registered & Cover in a double envelope duly sealed and marked "Tender for.....(specify) due on..... so as to reach Comptroller office before the due date and time. If tenders are delivered by hand, a receipt should be obtained. Any tender received after prescribed time shall not be considered.
- The tenders will be opened onat..... before the Committee constituted for the purpose by the University in the office of the Comptroller or as specified in the NIT/special terms & conditions. Tenderers may be present in person or may authorize one representative to be present at the time of opening of the tenders.
3. Tenderer who is not registered under the Sales Tax Act prevalent in the State where his business is located shall not be eligible to participate in the tender. The Sales Tax Registration Number should be quoted and a Sales Tax Clearance Certificate from the Commercial/Sales Tax Officer of the Circle concerned should be submitted without which the tender is liable to be rejected.

4. The tender should be filled in ink or typed. Tender filled by pencil shall not be considered.
5. (i) Rates must be written both in words and figures. If there is any variation in words & figures, the lower of the two shall be considered. There should be no erasure, alteration or overwriting in the tender. Where any alteration is made, it should be initialed with date by the tenderer failing which such tender may be rejected. No paper shall be detached from the tender document.
(ii) Rates must be quoted F.O.R. Destination at the Indentor Office or at specified places mentioned in the special terms & conditions and should include all charges and taxes except Central/Rajasthan Sales Tax/VAT. However, effective rate of tax at the time of filling of the tender be shown separately.
6. The tenderer is not expected to quote for more than one product where the specifications are fairly clear and not more than two in any case. If any tenderer will quote for more than two products, his offer may not be considered in respect of those items.
7. (i) Tenders shall be valid for a period of four months from the date of opening of the tender for the purpose of communicating the acceptance of tender offer.
(ii) After a tender has been accepted, the rates shall remain valid throughout the period for which tenders are invited.
(iii) If at any time during the period of contract the contractor reduces the sale price of Tendered items/equipment to any other purchaser at a price lower than the price approved under the contract, he shall forthwith inform such reduction or sale to the Comptroller, Maharana Pratap University of Agriculture & Technology, Udaipur and the price payable under the contract for the Tendered items/equipment supplied after the date of coming into force of such reduction in sale shall stand correspondingly reduced. The successful tenderer has to furnish certificate to the effect that the provision of this clause has been fully complied with in respect of supplies made or billed for upto the date of certificate. The successful tenderers shall furnish this certificate to the Comptroller, Maharana Pratap University of Agriculture & Technology, Udaipur at the beginning and at the end of each six monthly period thereafter during the currency of the contract and at the end of the contract period that they had complied with this clause of the contract. In case of breach of this condition the tenderer may be black listed and debarred in future.
8. (i) Tenderers shall specifically mention their capacity while submitting the tender.
 - a) Whether signing as a "Sole Proprietor".
 - b) Whether signing as a "Partner" of the firm.

- c) Whether signing as Secretary, Manager, Director etc. in the case of Companies Authorization of this effect be submitted with the tender.
- (ii) Tenderers should sign the tender form at the end of each page as a token of his acceptance of all the terms and conditions of the tender and should also sign the page on which rates are quoted.
 - (iii) If the tenderer resiles from his offers or add new terms & conditions after opening of the tender, his earnest money is liable to be forfeited.
 - (iv) The submission of more than one tender for the one and same category and under different names is prohibited. If it is discovered at any time that this conditions has been violated, the tender submitted by such firms shall be rejected or contract(s) shall be cancelled and the earnest money or security deposit(s) shall be forfeited.
9. The tender must be accompanied by Earnest Money as per the NIT, without which tender will not be considered and rejected outright. The earnest money shall be in form of Demand Draft/Banker Cheque of a scheduled bank.
10. Successful tenderer has to deposit security @ 5% of the ordered value in addition to earnest money submitted at the time of tender. The amount is to be deposited in the office of indentor in the form of **Demand Draft, Bankers Cheque of a scheduled bank**. However, in lieu of Bank Draft/ Banker Cheque, Bank guarantee may be considered where the value of total ordered value exceeds Rs. 10.00 Lacs. Cheque and FDR are not acceptable for earnest money and security deposit.
11. It is emphasized that no tender will be considered without earnest money. Request for adjustment of previous security/earnest money or deduction of earnest money amount from pending bills shall not be considered.
12. The earnest money will be refunded to all unsuccessful tenderer after finalization of the tender. Earnest money of successful tenderer will be retained as security for the full period of contract and it will be refunded within six months after the expiry of contract period provided there is no complaint from any of the indenting (purchasing) officers.
13. Successful tenderers will have to execute an agreement in the prescribed form with Comptroller, Maharana Pratap University of Agriculture & Technology, Udaipur on a non-judicial stamp of Rs. 100/- which will be purchased by the successful Tenderer in his name and at his cost, within a period of seven days from the date on which the acceptance of the tender is communicated to him. The acceptance shall be treated as complete on positing the letter of acceptance in the post office (U.P.C.) by the University.
14. The contractor shall be responsible for goods being sufficiently and properly packed for transport by rail or road transport so as to ensure their being free from loss and breakage till the delivery of goods at the stores of the indenting (Purchasing) Officer. If the contractor so desires, he may insure valuable goods. For loss or damage, breakage, leakage or shortage discovered by the Intendor, the contractor shall be liable to make good the same at his own cost. The

tenderer may present himself or depute any of his representatives to watch any damage or loss discovered at the destination to verify the same if desired.

15. The successful tender shall not assign or sub-let the contract or any part thereof to any other party.
16. (i) Two sets of the samples of items of the various categories of tenders should be submitted on or before the due date and time of receipt of the tender, **WHERE SAMPLE IS REQUIRED** alongwith separate challan in duplicate in the proforma mentioned below, in the office of the Comptroller, Maharana Pratap University of Agriculture & Technology, Udaipur. Without samples the tender will not be considered for such items. The samples submitted in the past shall not be considered. The samples sent should be of the same quantity as asked for.

FORM OF CHALLAN FOR SAMPLES

Name _____ & _____ address _____ of
 firm..... Tender Notice
 No.....category (if any)..... Due date.....

Item No.	Brief Description of the sample	Quality of samples	Number of samples submitted against each quality
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- (ii) Samples must be submitted fully sealed and should bear label with the particulars as mentioned below:-
 - (a) Name and full address of the firm.
 - (b) Tender Notice No., Tender Code, Item Number and due date of the tender
 - (c) Brief description of the sample.
- (iii) Samples without challans in triplicate will not be accepted.
- (iv) Outside firms are requested to send form of challan in duplicate alongwith the samples and Railway parcel should be sent as "Fully Paid Home Delivery Parcel", so that the samples are received in the office of the Comptroller, Maharana Pratap University of Agriculture & Technology, Udaipur on or before the due date of receipt of tender. The consignee is in no way responsible for getting the parcels from the Railway Premises.
- (v) In case the samples are sent by Railway parcel the R.R. should be posted by Registered post to the Comptroller, Maharana Pratap University of Agriculture & Technology, Udaipur.
- (vi) Approved samples will be retained by the University without payment of cost upto a period of six months after the expiry of contract period. The University shall not be responsible for any damage, wear and tear or loss during testing, examination etc. during the period these samples are retained. The samples shall be collected by the contractor on the expiry of stipulated period. The University shall in no way make arrangements to return the samples thereafter by Railway or other mode of transport even if the contractor agrees to pay the cost of such transport. The samples not

collected within 3 months after the stipulated date shall be forfeited by the University and no claim for their cost etc. shall be entertained.

- (vii) Samples of unapproved items shall be collected by the tenderer (if any) to the extent samples are not destroyed or consumed during testing and examination. The University shall in no way make arrangement to return the samples by Railway or other mode of transport.
 - (viii) Samples should be strictly according to the specification given in the tender form otherwise they will not be considered.
 - (ix) No change in marking on samples will be allowed after submission of the sample.
17. (i) All goods (approved supplies) must be sent freight paid. If goods are sent freight to pay, the freight together with an administration charge of 10% of the freight charges will be recovered from the supplier's bills.
- (ii) RRs or GRs should be sent under a Registered cover. No. RR or GR will be accepted if it is sent by V.P.P. or through bank.
 - (iii) Each bale or package shall contain a packing note quoting the acceptance order or supply order no. date and details of contents.
 - (iv) In case the supply is called for by the Purchasing Officer by Railway Passenger train, half of the Railway Freight will be borne by the Purchasing Officer.
 - (v) Payment for the supply shall be due and payable by the Purchasing Officer to whom supply is made when the goods are delivered strictly in accordance with the supply order and is found to be having required standard quality or tallys with the sample.
 - (vi) All the goods supplied should be of the best quality as per the specification, trade mark laid down for them and in strict accordance with the approved standard samples. The decision of the Purchasing Officer of University shall be final as to the quality of the goods and binding upon the approved supplier. In case, any of the articles supplied are not approved these shall be liable to be rejected and any expenses incurred or loss caused the University or to the supplier as a result of rejection of supplies, shall be entirely on approved suppliers account.
 - (vii) The rejected articles must be removed by the tenderer, from the destination where they lie within a period of 30 days from the date of rejection notice. The officials will take reasonable care of such materials but will not be responsible for any loss or damage that may occur to these articles while it is on their premises.
18. (i) The material ordered will have to be supplied within a period as specified or of 4 weeks from the receipt of supply order. The material will have to be delivered at the Premises of Indenting Officer at the cost & risk of approved supplier. If the ordered goods are not supplied in the stipulated period, the intending officers may extend the time of delivery with liquidated damages as per general terms and conditions.

The rate of liquidated damages for delayed supply are as under:-

S.No.	Period of delay	Rate of liquidated damages on the value of the stores/equipments failed to supply in the prescribed delivery period
1.	Delay upto one fourth period of the prescribed delivery period	2.5%
2.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period	5.0%
3.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period	7.5%
4.	Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period	10%

However, if the reason for the delay is beyond the control of the approved supplier, the issue may be referred through Intending Officer to the University for granting extension without liquidated damages. The approved supplier has to ensure that the ordered goods/items have been delivered at FOR destination i.e. at the office of intending officer or at the place mentioned in supply order. Approved supplier is also responsible for proper packaging and mode of requisite transport. Packaging cost, transportation cost and transit risk (upto delivery) is to be borne by the approved supplier. For valuable goods insurance and other charges are also to be borne by the approved supplier.

- (ii) The supply against an order marked **URGENT** will be made immediately and will be completed in full by the contractor within 30 days or time indicated whichever is less from the date of issue of order.
- (iii) In case the supply is not made according to the supply order in full within a period specified from the date of order, the earnest money will be forfeited.
- (iv) When the tenderer is unable to complete the supply within the specified period or the extended period (when supply period is extended) the Purchasing Officer shall be entitled to purchase the goods from open market at the risk and cost of the approved supplier without any notice to the tenderer. The goods in full or any part thereof which the tenderer has failed to supply, the tenderer shall be liable to pay the loss or damage which the Purchasing Officer may suffer by reasons of such failures on the part of tenderer. But the tenderer shall not be entitled to any gain on such purchase made against default. The recovery of such loss of damage shall be made from any sums payable to the tenderer under this or any other contract within the University. If recovery is not possible from the bill and tenderer fails to pay the loss or damage within one month of the demand, the recovery shall be made under the Rajasthan Public Demand Recovery Act, 1952 or any other law for the time being in force.

While making the risk purchasing the Purchasing Officer may exercise his own discretion. In all cases, where orders are cancelled due to non-

supply of goods, it will be treated as a breach of the contract and the Purchasing Officer shall take action accordingly. In all such cases tenderer will be black listed & debarred from future dealing with the University.

Note: It is clarified that Purchasing Officer may resort to risk purchase without granting any extension as provided in Condition No. 18 (i)

- (v) When the supplier is unable to complete the supply within the specified or extended period, the University shall forfeit the Earnest Money/Security Money in full or in part as it may deem fit.

When the Earnest Money/Security Money in full or in part is proposed to be forfeited, a show cause notice for a period of 10 days will be given to the supplier for not making the supplies in time and why not the Earnest Money/Security Money in full or part thereof as specified in the notice be forfeited.

- 19 (i) The quantities for the various items in the tender are approximate and subject to variation. The supplies will have to be made according to requirements as and when supply orders are placed throughout the contract period.
 - (ii) If supply orders are placed in excess of the quantities shown in the tender form, the contractor will be bound to meet the required excess supply upto 50% of the tendered quantity besides that notified in the tender on the same rates and conditions. If the contractor fails to do so, the security deposit shall be forfeited & ban on future business shall be imposed. If the supplier does not communicate within 7 days of the receipt of the supply order for the excess quantity, it will be presumed that the supplier agrees to supply the ordered quantity on the approved rates.
 - (iii) If the purchases of the items approved are not made at all or purchases are made for lesser quantity than that indicated in the tender, the supplier will not be entitled to claim any compensation whatsoever on this account.
20. (i) All articles supplied shall strictly conform to the specifications laid down in the tender form. The supply of articles marked with asterisk or words **"SAMPLES REQUIRED"** shall in conform to the approved samples. The decision of the Purchasing Officer/Comptroller/Central Stores Purchase Committee (Whether the articles supplied conform to the specifications and are in accordance with the samples) shall be final and binding on the supplier.
- (ii) If even a small percentage of supplies or any unit drawn randomly from bulk supplies does not conform to the standard of the tendered sample, than the entire supply is liable to be rejected and no excuse whatsoever (viz. manufacturing difficulties, non-availability of raw materials etc. shall be entertained) for deviation in quality will be entertained.
 - (iii) If the goods or articles fail in comparison with the samples or in test they will be rejected and will have to be replaced by the supplier at his own cost & risk within the prescribed limit.

- (iv) If, however, due to exigencies of University works, such replacement either in whole or in part, is not considered feasible, the Comptroller or the Purchasing Officer (after giving an opportunity to the contractor of being heard) shall for reasons to be recorded in writing deduct suitable amount from the bill of supply. The deduction so made will be final and binding on the supplier. If the supplier fails to appear for hearing the decision of the indenting officer without hearing the supplier shall be final & binding on the supplier.
 - (v) Articles which are prima facie defective or not in accordance with the accepted tendered sample shall not be stored in the University Stores or indenting officers, stores and if kept they shall be at the risk and responsibility of the supplier. The rejected articles must be removed by the supplier within a period of **3 days** of the date of receipt of information of rejection after which the Purchasing Officer or the Comptroller shall have the right to dispose off such articles as deemed proper at the contractor's risk and on his account. The Purchasing Officer shall also have the right to charge rent for storage of such rejected articles from the contractor at the rate to be fixed by him. His decision regarding rent will be final and binding on the supplier.
 - (vi) The contract for the supply can be repudiated at any time by the Comptroller, if the supplies are not made to his satisfaction after giving an opportunity to the contractor of being heard and the reasons of repudiation shall be recorded by the Comptroller.
21. Any increase in Excise Duty or other similar tax if imposed by the Central or state Government after due date of Tender will be paid extra. Similarly any reduction in them after the due date will be paid less to the approved supplier.
 22. Remittance charges on payment made to the firms will be borne by the approved supplier/contractor.
 23. Tenderers are requested to send printed descriptive literature, catalogue, photo literature of the articles if any with their tenders offers for convincing about the quality and usage of the articles but direct/indirect canvassing on the part of tenderers or their representatives after the submission of the tender shall disqualify them.
 24. The University reserves the right to accept any tender not necessary the lowest, reject any tender without assigning any reason and accept any tender for all or any one or more items or the articles for which tender has been invited.
 25. It is made clear that the tender must be submitted accurately in accordance with the condition of the tender and that necessary documents must invariably be enclosed wherever demanded. In the event of non-submission of these essential documents, the tender shall not be considered and shall be treated as rejected without notice or any reference.

The following documents when furnished must hold good for the entire period of the tender, failing which these will be considered as invalid documents:

- (a) Documents to prove the capacity of the tenderer as: Manager/Proprietor/Partner/Managing Partner/Director/Secretary/Sole Distributor / Manufacturer.
- (b) Documents to prove the tenderer as registered with the Director General of Supplies & Disposals, New Delhi or National Small Scale Industries Corporation.
- (c) Sales Tax Clearance Certificates.

All the documents be submitted in original or copies of the original documents can be acceptable only if these are attested by the "Govt. Gazetted Officer". Self attested or unattested copies of such documents will not be considered valid.

- 26. The tenderers should not quote their own conditions while submitting the tenders. Any counter conditions or counter proposals submitted by the tenderers will not be considered at all. If a tenderer imposes conditions which are in addition to or conflicting with the conditions mentioned herein, the tender is liable to be rejected.
- 27. Legal proceedings, if any arising out of this tender shall have to be lodged in Courts situated in Udaipur and not elsewhere.
- 28. Tenderers are expected to satisfy themselves that they will be able to supply the articles tendered by them in full if their tenders are accepted. No plea that the manufacturer has either stopped the manufacturing or manufacturer has increased the prices of the tendered items or the items is not being imported due to certain restrictions shall not be considered. Successful tenders will be bound to supply the ordered articles in all circumstances and on the approved rates only.
- 29. Tender must be submitted on the prescribed tender forms only which can be obtained from the Comptroller, Maharana Pratap University of Agriculture & Technology, Udaipur on payment as specified in the NIT. The cost of tender forms sent or deposited in the University shall neither be refunded nor adjusted towards any subsequent tender in any case. The whole set of tender form should be submitted after quoting the prices of each item in the space provided. If the tenderer does not wish to quote for some items, words "NO QUOTATION" against such items should be mentioned. Tenderer should keep one copy of the tender form, out of the two supplied to him as his office copy.
- 30. Where a particular make or size is stated in the tender form, no alternative should be suggested. The alternatives suggested will be ignored and the tenderer shall be assumed to have quoted for the tendered items with specifications as mentioned in the tender form.
- 31. Separate covering letter or communication should be sent for separate category of tenders and tenders should be submitted separately for each category. Tenders received in mixed with more than one category may not be considered.
- 32. The decision of the Comptroller, Maharana Pratap University of Agriculture & Technology, Udaipur in all matters relating to the tender will be final and binding upon the tenderers.
- 33. The Earnest Money deposited at the time of submission of tender will be automatically converted into Security Money and if the amount of Security Money

is more than the earnest money deposited, then the remaining amount of Security Money will have to be remitted by the contractor.

34. The tender shall on intimation of acceptance of the tender offer from the Comptroller, Maharana Pratap University of Agriculture & Technology, Udaipur shall submit an agreement bond on non-judicial stamp of Rs. 100/- within period specified in the letter and also deposit the amount of Security Money if required as per conditions No.alongwith the agreement bond, failing which the earnest money deposited, with the tender offer will be forfeited.

**COMPTROLLER
MAHARANA PRATAP UNIVERSITY OF
AGRICULTURE & TECHNOLOGY, UDAIPUR**

I/We certify that I/We have read the General Terms and Conditions of the tender and that I/We agree to abide by General Terms and Conditions.

**SIGNATURE OF TENDERER
WITH STAM**