



**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/Furniture/2007/2406

Date: 14.01.2008

SHORT TERM NIT

Sealed tenders are invited from the manufacturers/authorized dealers/ registered suppliers for supply of following items:-

Name of Items, Quantity and Approximate Cost (Rs. in Lacs)
<p>Category: A Furniture: Iron Coats-100 (1.80), Iron Chairs-100 (0.70), Dining chairs-48 (0.32), Supply & Fixing of Wall Mounted steel racks-100 (1.20), Dining table-6 (0.33), Cushion chairs with arms-10 (0.20), Office Table iron frame with laminated top with three drawers-20 (0.70), Molded Plastic Chairs-30 (0.12), Library bookracks- Main =4, Add-on =12, Stand =16 (2.13), Computer Workstation Table-40 (1.20), Computer Chair- 40 (0.80), Classroom desk (Tables & Chairs)-120 (6.00), Study Table-100 (2.00)</p>
<p>Category: B International Hostel Furniture: Bed Single-32 (1.92), Mattresses-32 (1.60), Computer Cum Study Table-16 (0.96), Side Table-16 (0.44), Center Table-18 (1.00), Revolving Chair-16 (0.48), Trolley-1 (0.07), Dining Table-16 (1.05), Dining Chairs-32 (0.67), Sofa-one seator-32 (2.00), Two Seater-16 (1.75), Three Seater-2 (0.30).</p>

The tender form, terms & conditions can be obtained in person on payment of non refundable fee of Rs. 500/- & by post Rs. 600/- for each category through a cross Demand Draft in favour of "COMPTROLLER, MPUAT, UDAIPUR". Tenderer can also down load tender form and other conditions from University website "www.mpuat.ac.in and <http://mpuat.digitaluniversity.ac>". However, a separate demand draft of Rs. 500/- has to be enclosed with Tender Form, failing which no tender will be considered. Each tenderer has to deposit earnest money @ 2% of the estimated value of the each item shown in the bracket in above table. The successful tenderer shall have to deposit security @ 5% of the order value. The last date for receipt of tender is **06.02.2008 upto 12.30 PM and will be opened on same day at 1.00 PM**

COMPTROLLER



**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/Furniture/2007/

Date: _____

Cat.: A (Furniture)

M/s. _____

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

Ref: Your No. _____

Dear Sir,

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

1. Tender form for supply of **Furnitures**.
2. Special Terms and Conditions of the tender.
3. General terms and conditions of tender.

The tender form along with terms and conditions duly completed and signed must accompany a demand draft towards earnest money and be submitted to this office by **06.02.2008** up to **12.30 PM** and will be opened on the same day **at 1.00 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 **Furnitures** due date on **06.02.2008** etc. must be 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 presentation/demonstration of their product on the date of opening of the tender and may be required to stay for next day. The presentation of all the features of their product, samples of all items of interminable nature like color, tone feel and finish of steel and other material to be used, paint finish quality etc. should be shown during presentation.**

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**

Cat.: A (Furniture)

**TENDER FORM FOR SUPPLY OF FURNITURES IN REFERENCE TO NIT NO. F.
81/MPUAT/Tender/Gr.V/Furniture/2007/2406 Dated 14.01.2008**

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/Gr.V/Furniture/2007/2406 dated 14.01.08
2. Tender Form for quoting the rates.
3. Special terms and conditions of the tender.
4. General Terms and conditions of the tender.

Please retain one set for your record and submit one complete set duly filled in, signed and stamped on every page along with 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**

Cat.: A (Furniture)

**SPECIAL TERMS & CONDITIONS FOR SUPPLY OF FURNITURES WITH
REFERENCE TO TENDER NOTICE NO. F. 81/MPUAT/Tender/Gr.V/
Furniture/2007/2406 Dated 14.01.2008**

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 **06.02.2008** upto **12.30 PM**. 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 Furnitures**" to be opened on **06.02.2008**.
3. Rates quoted in the tender should remain valid for a period of **2 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**" & the DD/Pay order is to be enclosed with the tender form.
5. If the furnitures supplied is not as per prescribed approved/ordered specifications, then the same shall be rejected at the cost of the supplier.
6. Tender must be quoted F.O.R., Destination at Jhalawar. However other Units of this University may also place order for supply of approved furnitures as per their requirement during contract period effective upto **30.06.2008**.
7. The quantity mentioned in the NIT can be increased or decreased at the discretion of the University.
8. **The tenderer should enclose user list alongwith their postal address and telephone number and should also furnish details of after Sales Service if any provided by the tenderer.**
9. The tenderer shall have to submit a proof that he/she has executed the similar nature of order exceeding **Rs. 10.00 Lacs** in a State Agriculture Universities, ICAR Institution, Public Under Taking or Government Deptt. Enclose the user list along with address & contact Numbers.
10. **The order will be placed by the Units of this University to the approved supplier. Payment will be made by indenting officer after satisfactory supply/installation of the items etc. University have its unit located at Udaipur, Dungarpur, Banswara, Sirohi, Bhilwara, Chittorgarh, Rajsamand, Bundi, Kota, Anta (Bara), Jhalawar, Vallabhnagar.**
11. Vice Chancellor, MPUAT, Udaipur reserves the right to reject any tender in part or full without assigning any reason.
12. Any dispute arising out of this contact shall be subject to the courts having jurisdiction at Udaipur only.

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13. **The rate tendered for every item mentioned in tender form at Col. 3 will be evaluated separately and tenderer should quote accordingly.**
14. Tendered amount should be mentioned in words & figures.
15. The successful tenderer will have to deposit @ 5% of the order value as security within seven days at the indentor office, which will be refunded by the Indentor after the end of guarantee/ warranty period.
16. The rates should be quoted in the **prescribed tender form (enclosed herewith) 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.
17. No advance payment will be made.
18. The successful tenderer have to supply the goods based on the purchase order issued by the Indentor office.
19. Payment will be arranged only after satisfactory completion of the supply and approval by the concerned.
20. Warranty period, conditions of service after sale, annual maintenance charges, supply of spare should also be mentioned. During the warranty period, delivery of goods in replacement of rejected ones, will be "free of cost at the ultimate destination.
21. Any attempt at negotiation direct or indirect on the part of a tenderer with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective tenderer or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.
22. Delivery period shall be 45 days from the date of receipt of order. Liquidated damages will be imposed if satisfactory supply & installation is not completed within the schedule time. The rate of liquidated damages shall be as follows:-

A) Delay upto one fourth period of the prescribed delivery period	:	2.5%
B) Delay exceeding one fourth but not exceeding half of the prescribed delivery period:	:	5.0%
C) Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	:	7.5%
D) Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period.	:	10%
23. The tenderer shall supply all the items as per specifications. Even in the case of any small deviations in the specifications, the same should be indicted while quoting the rates and reasons may be provided. Without such clarifications/justification, quotations will be constructed as being in total conformation to the requirements of specification as indicated in the tender document.
24. All the tenderers must provide the following information to ascertain their capabilities: (a) List of facilities available at their workshop/factory (b) Technical capabilities-list of engineering and manufacturing personnel (c) List of installations of comparable nature over the last five years (d) Proof of project management and installation capabilities (e) The firm must have ISO 9001 and ISO 14001 certifications. Other quality certification like BIFMA or BIS, etc. (if any) be enclosed. No subcontracting is permitted. **The tender**

committee may also visit premises for ascertaining capabilities of the tenderer and their recommendation shall be final.

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25. Tenderer should offer minimum guarantee/warranty for a period of 1 year starting from date of usage/occupation against manufacturing and installation defects.
26. Tenderer must agree to (a) deliver all items to site (b) install items including accessory fittings (c) repair or remove and replace defective work as directed by clients upon completion of installation (d) clean and touchup factory assembled pieces as required (e) clean work surfaces free of all grease and streaks (f) remove all debris, dirt and fubbish/waste material accumulated as a result of the installation and leave the premises clean and orderly.
27. **Successful tenderer will get one unit approved from the Indentor, then only the whole order is to be executed.**
28. Successful tenderer should ensure delivery and installation schedule stipulation in the purchase order. Any delay will lead to liquidated damages & other necessary measures.
29. Indentor may inspect the work at site from time to time to ensure quality of work and adherence to specifications.
30. **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/-**

Cat.: A (Furniture)

To,

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

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

Ref Your tender notice No. F.81/MPUAT/Tender/Gr.V/Furniture/2007/2406

Dated 14.01.2008.

Dear Sir,

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

S. No.	Item & Detailed Specifications	Tendered rate per unit (In Rs.) (Figures & words)
1.	2.	3.
1.	<p>Iron Coats: Size 6' x 3' x 1½' height Frame and legs made of MS square pipe 30 mm x 2 mm thick. Top frame must have two cross members of size 30 mm x 2 mm thick. Head rest frame made of MS pipe 25 mm dia, 1.6 mm thick suitably curved with 9" total height and having four intermediate vertical MS pipes of same size, securely welded on main frame. One angle of size 25 mm x 25 mm x 3 mm thick welded to transverse member on the head rest side to provide extra bearing for plywood. All corners on the top braced with corner triangular pieces of size 50 mm x 1.6 mm thick. Top surface (size 6¼' x 3') of ISI marked termite & waterproof plywood 12 mm thick with beading strips of teak wood (4 mm) all four sides to avoid sharp corners, duly fixed on frame with screws. PVC shoes on legs. Frame must be powder coated.</p>	

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1.	2.	3.
2.	<p>Iron Chairs: Size 18" X 18" seat and 18" seat height Frame made of MS square pipe 25 mm x 1.6 mm thick. Legs must be braced by two cross members between each front and rear legs and one longitudinal member connecting these. The arm support member must be connected to both back and base. The back must be inclined at proper angle. Seat (18" x 18") and back must be of 8 mm ISI mark plywood laminated with 1 mm thick sunmica, duly screwed on the frame. Armrest must be of teak wood 3" wide at 1½" thick securing screwed. Complete with PVC shoes. Metal structure must be powder coated. Seat and back must have 4 mm teakwood bidding in all sides.</p>	
3.	<p>Dinning chairs: size seat (Approx. 18" x 18" x 18" seat height) Frame made of MS tubes 20 mm x 1.6 mm thick. Three/four members of same thickness but of elliptical shape forming back. Two strips of 25 mm width, 3 mm thick, for supporting seat, welded to main frame. The seat should be of 8 mm ISI marked plywood (approx. size 18" x 18") laminated with mm thick sunmica, with circular curve on front side. Seat must be preferably concave in one direction for comfortable seating. All exposed ends plugged with weldings and PVC shoes on legs. The structure must be powder coated. The chair should conform to style as shown in the diagram.</p>	
4.	<p>Supply & Fixing of Wall Mounted steel racks: size 2.5' x 4' x 9" The rack must be made with CRCA sheets of 0.8 mm thick with 4 shelves, with wall mounting clamps 5", without back, all edges bent to avoid shape corners. Spray painted with enamel paint.</p>	
5.	<p>Dinning table: size 8' x 4' x 2½' height Top frame (rectangular) of size 7' x 3' with one cross member. Legs & top frame made of MS sq. pipe 30 mm x 1.6 mm thick. Cross supports at bottom on both sides and two longitudinal leg supports of MS sq. pipe 25 mm x 1.6 mm thick. Top of size 8' x 4' made of water and termite proof ISI mark plywood 18 mm thick with 1 mm sunmica and side molding of teakwood 4 mm thick duly screwed on frame. PVC shoes on</p>	

legs. Metal structure must be powder coated.	
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Cont.....3

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6.	<p>Cushion chairs with arms Frame rectangular of size (7' x 3') with one cross member, legs & top frame made of all of 30 mm x 1.6 mm thick m.s. sq pipe cross supports at bottom of with two longitudinal leg supports (ms sq pipe 25 mm x 1.6 mm thick) The seat and back are made up of 1.2 cm thick hot pressed plywood, upholstered with fabric and moulded Polyurethane foam with PVC lipping all around. The back foam is designed with contoured lumbar support for extra comfort. The polyurethane foam is moulded with density = 45 +/-2 kg/m3 and Hardness = 20 +/- 2 on Hampden machine at 25% compression. The one-piece armrests made of black integral skin polyurethane with 50-70 Shore Hardness and reinforced with M.S. insert. The armrests are scratch and weather resistant. The armrests are fitted to the seat with seat armrest connecting bracket made of 0.3 cm. thk. HR steel. The pedestal is made of moulded plastic (polypropylene) with metal insert and fitted with 5 nos. twin wheel castors (castor wheel dia. 5.0cm.). The pedestal is 66.0-cm. pitch-center dia. (76.0 cm with castors). With central pivot mechanism, 360 degree revolving. Pneumatic ht. adjustment.</p>							
7.	<p>Office Table iron frame with laminated top with three drawers: size: 7' x 2' x 2.5' Table top will be 18mm thick Pre-laminated Board, with understructure consist of C frame CRCA MS sheet of 0.9 mm thick and ERW MS round tubes (dia. 25.4 x 1.2mm thick). Drawer unit consist of shell of 0.5 mm thick CRCA MS, slides of 1.2mm thick CRCA MS, lock 6 lever brass lock.</p>							
8.	<p>Molded Plastic Chairs: The seat/back shell is one-piece injection moulded in polypropylene.</p>							
9.	<p>Library bookracks: Approx. Size 900 mm (W) x 1650 mm (H) x 600 mm (D). Double sided. The racks must be extendible in width by adding add on units so that to adjacent units have common portion wall. Six adjustable shelves in each side with separators. Label holder/range indicator on side panels. The rack must be made of CR of steel 0.8 mm thick oven packed. Anti corrosion treatment and oven-baked powder coating process. 26mm thick wooden side panels laminated on both sides. Top, bottom, shelf, bracket rack panel are of steel of 0.8mm.</p> <table border="1" data-bbox="332 1906 1144 1982"> <thead> <tr> <th>S.No.</th> <th>Particulars</th> <th>Tendered rate per unit (In Rs.)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	S.No.	Particulars	Tendered rate per unit (In Rs.)				
S.No.	Particulars	Tendered rate per unit (In Rs.)						

9.1	Main		
9.2	Add-on		
9.3	Stand		
	Total (Per Unit of Main, Add on and Stand taken together).		

Cont.....4

- : 4: -

10.	<p>Computer Workstation Table Size 90 cm (W) x 59 cm (D) x 75 cm (H), Steel powder coated understructure having dry film thickness of more than 40 microns and should withstand salt spray test for more than 400 hrs. Scratch hardness 1800 +/- 100 gms. Should have provision of internal wire management system. Should have 4 leveling Screws. Should have integrated keyboard pull out tray having provision of mouse tray to be used from either RHS or LHS. Top should be 18 mm thick prelaminated board. Retrotat CPU holding stand with an option to mount on either side of Unit. The manufacturing company should be ISO 9001 and ISO 14001.</p>	
11.	<p>Computer Chair with arms Revolving chair with cushion seat & back 12 mm thick hot pressed plywood upholstered with moulded polyurethane foam, fabric & PVC beading 3 mm thick. Chair should be provided with seat base assembly comprises of two numbers MS connecting strip base plates 3.15 mm thick, welded to a back rest tube dia 19.00 mm thick x 2 mm and powder coated. Overall size 65 cm (W) x 65 cm (D) x 93 cm (H) adjustability of seat height 40 cm to 51 cm must have gas lift assembly having chrome free cylinder tube fixed in MS black powder coated outer central column tube 3.8 cm dia and 0.2 cm thick. Must have twin wheel castors made of nylon and as per standards the manufacturing company should be ISO 9001 and ISD 14001</p>	
12.	<p>Classroom desk (Tables & Chairs) The classroom table (desk) and chair must be integral unit to seat 2 students. Size 75 cm (Height of desk), 104.8 cm (width), 41 cm (height of seat) with following broad specifications: Top, Seat and Back Rest:- The panels must have their corners rounded for safe usage. The panels must be made of 18 mm thick pre-laminated board with PVC edge bending on all sides. Under Structure: Should be made of 25.4 mm x 25.4 mm x 1.25 mm thick powder coated ERW tubes which are welded to the desk and seat supports that all are made of 1.0 mm thick powder coated M.S. 'C' section. Stiffeners must be provided between the frame at base and back of seat and must be made from 25.4 mm x 25.4 mm x 1.25 mm thick powder coated ERW tubes. Additional horizontal supports of 0.8 mm thick powder coated</p>	

	M.S. C sections should be placed below the desk & seat for rigidity. The end must be closed with plastic caps. The storage shelf be made from 0.8 mm thick powder coated M.S. sheet and fixed below the desk top. The desk must be mounted on a plastic angular edge for inclination to ensure a comfortable writing. Level adjustors should be provided to take care of unevenness in the floor. Manufacturer must be ISO certified.	
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13.	<p>Study Table 3' X 2' X 2½' height</p> <p>The frame must be made of ms sq. pipe 25 mm, 1.6 mm thick. There must be leg support fixed on cross members. The top must be of 18 mm thick ISI block board with 1 mm thick sunmica. The top must have 2 mm thick biding of teak on all sizes.</p>	
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I/We certify that above rates have been quoted after perusing all the general, special terms & conditions and the above said drawing 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 supply & installation at College of Horticulture & Forestry, Jhalawar at my/our cost.

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



**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/Furniture/2007/

Date: _____

Cat.: B (International Hostel Furniture)

M/s. _____

Sub: Tender form for supply of **International Hostel Furnitures**.

Ref: Your No. _____

Dear Sir,

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

1. Tender form for supply of **International Hostel Furnitures**.
2. Special Terms and Conditions of the tender.
3. General terms and conditions of tender.

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Yours faithfully,

COMPTROLLER

Encl: as quoted above



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महाराणा प्रताप कृषि एवं प्रौद्योगिकी विश्वविद्यालय,
उदयपुर – 313 001**

Cat.: B (International Hostel Furniture)

**TENDER FORM FOR SUPPLY OF FURNITURES IN REFERENCE TO NIT NO. F.
81/MPUAT/Tender/Gr.V/Furniture/2007/2406 Dated 14.01.2008**

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

Encl: As above.

COMPTROLLER

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_____ **(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**

Cat.: B (International Hostel Furniture)

**SPECIAL TERMS & CONDITIONS FOR SUPPLY OF FURNITURES WITH
REFERENCE TO TENDER NOTICE NO. F.81/MPUAT/Tender/Gr.V/
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3. Rates quoted in the tender should remain valid for a period of **2 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”** & the DD/Pay order is to be enclosed with the tender form.
5. If the furnitures supplied is not as per prescribed approved/ordered specifications, then the same shall be rejected at the cost of the supplier.
6. Tender must be quoted F.O.R., Destination at Udaipur. However other Units of this University may also place order for supply of approved furnitures as per their requirement during contract period effective upto **30.06.2008**
7. The quantity mentioned in the tender for items can be increased or decreased at the discretion of the University.
8. **The tenderer should enclose user list along with their postal address and telephone number and should also furnish details of after Sales Service if any provided by the tenderer.**
9. The tenderer shall have to submit a proof that he/she has executed the similar nature of order exceeding **Rs. 10.00 Lacs** in a State Agriculture Universities, ICAR Institution, Public Under Taking or Government Deptt. Enclose the user list along with address & contact Numbers.
10. **The order will be placed by the Dean, Rajasthan College of Agriculture, Udaipur/or other unit head to the supplier approved by the University. Payment will be made by indenting officer after satisfactory supply/installation of the items etc.** University have its unit located at Udaipur, Dungarpur, Banswara, Sirohi, Bhilwara, Chittorgarh, Rajsamand, Bundi, Kota, Anta (Bara), Jhalawar, Vallabhnagar
11. Vice Chancellor, MPUAT, Udaipur reserves the right to reject any tender in part or full without assigning any reason.
12. Any dispute arising out of this contact shall be subject to the courts having jurisdiction at Udaipur only.
13. The rate tendered for every item mentioned in tender form at Col. 3 will be evaluated separately and tenderer should quote accordingly

-: 2 :-

14. Tendered amount should be mentioned in words & figures.
15. The successful tenderer will have to deposit @ 5% of the order value as security within seven days at the **Indentor Office**, which will be refunded after the end of guarantee/warranty period.
16. 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.
17. No advance payment will be made.
18. Payment will be arranged only after satisfactory completion of the supply and approval by the concerned.
19. Warranty period, conditions of service after sale, annual maintenance charges, supply of spare should also be mentioned. During the warranty period, delivery of goods in replacement of rejected ones, will be "free of cost at the ultimate destination.
20. Any attempt at negotiation direct or indirect on the part of a tenderer with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective tenderer or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.
21. Delivery period shall be 45 days from the date of receipt of order. Liquidated damages will be imposed if satisfactory supply & installation is not completed within the schedule time. The rate of liquidated damages shall be as follows:-

A) Delay upto one fourth period of the prescribed delivery period	:	2.5%
B) Delay exceeding one fourth but not exceeding half of the prescribed delivery period:	:	5.0%
C) Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	:	7.5%
D) Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period.	:	10%
22. The tenderer shall supply all the items as per specifications. Even **in the case of any small deviations in the specifications**, the same should be indicted while quoting the rates and reasons may be provided. Without such clarifications/justification, quotations will be constructed as being in total conformation to the requirements of specification as indicated in the tender document.
23. All the tenderers must provide the following information to ascertain their capabilities: (a) List of facilities available at their workshop/factory (b) Technical capabilities-list of engineering and manufacturing personnel (c) List of installations of comparable nature over the last five years (d) Proof of project management and installation capabilities (e) The firm must have ISO 9001 and ISO 14001 certifications. Other quality certification like BIFMA or BIS, etc. (if any) be enclosed.? No subcontracting is permitted. The product must have been tested as per derived BIFMA (Business and Institutional furniture manufacturers association) standards. He must also submit a certificate from local dealer/ office about giving after sales services. **The tender committee may also visit**

premises for ascertaining capabilities of the tenderer and their recommendation shall be final.

Contd..... 3

-: 3 :-

24. Tenderer should offer minimum guarantee/warranty for a period of 1 year starting from date of usage/occupation against manufacturing and installation defects.
25. Tenderer must agree to (a) deliver all items to site (b) install items including accessory fittings (c) repair or remove and replace defective work as directed by clients upon completion of installation (d) clean and touchup factory assembled pieces as required (e) clean work surfaces free of all grease and streaks (f) remove all debris, dirt and rubbish/waste material accumulated as a result of the installation and leave the premises clean and orderly.
26. **Successful tenderer will get one unit approved from the Indentor, then only the whole order is to be executed. ?**
27. Successful tenderer should ensure delivery and installation schedule stipulation in the purchase order. Any delay will lead to liquidated damages & other necessary measures.
28. **Dean, Rajasthan College of Agriculture, Udaipur/or other unit head or the committee may inspect the work at site from time to time to ensure quality of work and adherence to specifications.**
29. 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/-****Cat.: B (International Hostel Furniture)**

To,

The Comptroller,

Maharana Pratap University of Agri. & Technology,

UdaipurSub: TENDER FORM for supply of **Furnitures.**

Ref Your tender notice No. F.81/MPUAT/Tender/Gr.V/Furniture/2007/2406

Dated 14.01.2008.

Dear Sir,

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

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

- (d) Phone No. _____
- (e) Fax No. _____
3. The proposed tendered amount for supply of Furnitures is as under:

S. No.	Item & Detailed Specifications	Tendered rate per unit (In Rs.) (Figures & words)
1.	2.	3.
1.	<p>Bed Single Overall size: 1970 mm (L) X 958 mm (W) X 970 mm (H)</p> <p>(A) Head & Leg frame – Legs made of rubber wood & frame made of 0.9 mm thick steel frame with decorative styling</p> <p>(B) Bedstead - The bedstead must be made of 1.2 mm thick steel supported by 2 nos. of cross members. The Slats must be pre-formed CRCA square tubes 19 nos. welded to the length wise members.</p> <p>(C) Joint system – The Bedstead to Head and Leg frame joint welded.</p> <p>All the metal used in the manufacture of the beds must be CR (cold rolled). The welding must be either spot welding, electric arc welding or carbon dioxide shielded electric welding.</p> <p>All the sheet metal after fabrication should be subject to chemical pre-treatment by a 7 tank dipping process, not only to clean the surface from dirt, grit, but also to remove all traces of any oil so that there is perfect adhesion of the finish powder coat to the surface. The powder used must be Epoxy Polyester powder to give a uniform coating of 50 to 60 microns.</p>	
2.	<p>Mattresses Bonded coir mattresses of 1900mm L x 915mm W (90mm coir T+ foam 40mm T + bonded 20 mm T) H. Coir density 80, bonded foam density 100, foam density 23 and latex percentage 33%, fabric 220gsm</p>	
3.	<p>Computer cum Study Table 1200 mm W x 600 mm D x 750 mm H. Three drawers with lock on the left side and one open sidars for CPU and small items. Keyboard</p>	

tray in the centre.	
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Cont.....2

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4.	<p>Side Table Size: 44 cm (W) X 44 cm (D) X 40 cm (H) The side table should consists of the following components:</p> <ol style="list-style-type: none"> 1) UNDERSTRUCTURE ASSEMBLY The understructure must be an assembly of tubular frames of M.S. E.R.W. tube dia.1.9 cm.(3/4") X 18 BG.thk. held together with a tubular sleeve and m/c. screws. Rubber grommets fitted glass-top mounting brackets made of 0.25 thk. The tubular frames must be black powder coated. 2) TOP: The centre-piece top must be made from 0.95 cm. thick Float glass with rounded corners. 	
5.	<p>Centre Table 1100 mm W x 600 mm D x 430 mm H. 10mm Thick tampered glass top,6mm bottom glass. UV cured stainless steel disc welded to the understructure. Chrome Plated Finish.</p>	
6.	<p>Revolving Chair</p> <ol style="list-style-type: none"> 1) SEAT /BACK ASSEMBLY: The seat must be made up of 1.2 cm thick hot pressed plywood and back injection molded from black Co-polymer Polypropylene must be upholstered with fabric and moulded Polyurethane foam together with covers. The back foam must be designed with contoured lumbar support for extra comfort. BACK SIZE : 39.0 cm(W) x 24.0 cm.(H) SEAT SIZE : 44.0 cm(W) x 41.0 cm.(D) 2) POLYURETHANE FOAM: The polyurethane foam must be moulded with density = 45 +/-2 Kg./m3 and hardness = 20 +/-2 on Hampden machine at 25% compression. 3) SEAT / BACK COVERS: The upholstered seat must be covered on the underside with black Polypropylene non-woven fabric and the upholstered back must be covered with a back cover injection moulded in black Co-polymer Polypropylene. 4) ARMREST TUBE: The armrest tube must be made of 3.5 cm. X 1.5 cm. X 16 BG. M.S. E.R.W. oblong connecting tube welded to Dia. 2.54 cm. X 16 BG. M.S. E.R.W. support tubes and black powder coated. 5) ARMRESTS : The armrest must be made of black integral skin polyurethane with 50-70 Shore 'A' Hardness and reinforced with M.S. insert. 6) ADJUSTABLE BACK MECHANISM: The adjustable back mechanism must have designed with the following features: 3600 revolving type. Provision for backrest tube (3.5cm. x 1.5cm. x 16BG). Back height adjustment 9.0 cm. Infinite locking of back height. 7) PNEUMATIC HEIGHT ADJUSTMENT: The pneumatic height adjustment has an adjustment stroke of 12.5 cm. 8) PEDESTAL ASSEMBLY: The pedestal must be made of HR steel and fitted with 5 nos. twin wheel castors (castor wheel dia 5.0 cm.). The pedestal must be covered with a Polypropylene moulded hub cap at the central column and end caps at the end of each prong for modern and aesthetic looks. The pedestal must be pitch-centre dia 55.0 cm. (65.0 cm. with castors). 9) TWIN WHEEL CASTORS: The twin wheel castors are injection moulded in 30% Glass Filled Black Nylon. Overall dimension: WIDTH (W): 65 CM. DEPTH (D): 65.0 CM. HEIGHT (H): 69.0 - 90.0CM. SEAT HEIGHT (SH): 44.0- 56CM. 	

	UNSPECIFIED TOL.: +/- 0.5 CM.	
7.	Trolley Dimension 1200 mm W x 600 mm D x 646 mm H. Made from Melamine coated particle board. 4mm tempered glass Door for the cabinet. Casters with locking arrangement.	

Cont.....3

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8.	Dining Table Overall Size including top cornice: 1060 mm (W) x 1060mm (L) x 760mm (H) Material: Solid Rubber Wood with knocked down construction and assembled with suitable hardware like nuts, bolts, allen screws, etc. Finish: Cherry	
9.	Dining Chairs Overall Size including top cornice: 480 mm (W) X 490 mm (L) X 990 mm (H) Material: Solid Rubber Wood with knocked down construction and assembled with suitable all on screws etc. Seat upholstered with Balwain Red/1" Polyurethane foam. Finish : Cherry	
10.	One seater* Size 605 mm W x 700 mm D x 785 mm H.	
11.	Two seater* Size 1130 mm W x 700 mm D x 785 mm H.	
12.	Three seater* Size 1640 mm W x 700 mm D x 785 mm H.	

*NOTE: The general specifications of all the three types of Sofa's will as under.

	<ol style="list-style-type: none"> 1) SIDE FRAME ASSEMBLY: The side frame assembly must be fitted to the two ends of the connecting beam assembly to form the leg-cum-armrest assembly. It should be made of a MS. E.R.W. tube dia. 3.81cm. (1 1/2") x 14 BG. thk. and black powder coated. The ends must be fitted with ABS moulded end caps. 2) TIE MEMBER: The connecting beam assy. which holds the two side frames to each other. 2 nos. tie members must be used to connect the side frames. The tie-member is made of MS. E.R.W. tube dia.3.81cm. (1 1/2") x 14 BG. thk. and black powder coated. The seat/back assemblies must be mounted on one of the tie-member having 5cm x 5.5cm long x 0.5cm. thk MS. Std. angles welded to mount the seat and back. 3) SEATREST ASSEMBLY: The seat rest assembly should consist of a fabricated inner-frame assembly <i>in situ</i>-moulded with Polyurethane foam having density = 45 +/- 2 Kg./cm³. The hardness of the P.U. foam = 23 - 27 Kgs. on Hampden m/c. for 25% compression of the foam. The complete moulded seat rest assembly must be covered with a replaceable fabric upholstery cover. SEAT SIZE: 52.0cm. (W) X 50.0cm. (D) X 6.0cm. (T) 3) BACKREST ASSEMBLY: The backrest assembly is flexing type and consists of a fabricated inner-frame assembly <i>in situ</i>-moulded with Polyurethane foam having density = 45 +/- 2 Kg./cm³. The hardness of the P.U. foam = 16 - 20 Kgs. on Hampden m/c. for 25% compression of the foam. The complete moulded backrest assembly must be covered with a replaceable fabric upholstery cover. BACK SIZE: 52.0cm. (W) X 59.0cm. (H) X 6.0cm. (T) 4) ADJ. GLIDES: The adj. glide must be injection moulded in 	
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	black Nylon & fitted to the front end of side frame assembly along with ABS moulded adj. Glide base to take care of unlevelled floor surface.	
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I/We certify that above rates have been quoted after perusing all the general, special terms & conditions and the above said drawing 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 supply & installation at supplier office.**

**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 or 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 tenderers. 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 STAMP**

FORM OF AGREEMENT

1. An agreement made this..... day of..... between.....(hereinafter called "**the Approved Supplier**" which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators) of the one part and the MPUAT, Udaipur a body Corporated/established under MPUAT Act, hereinafter called purchaser/University of the other part.
2. Whereas the approved supplier has agreed with the University to supply to the Direct Demanding Officers of the University at its Head Office as well as at Branch Offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column..... of the said schedule which rates shall be firm and no escalation on whatsoever shall be allowed and/or considered.
3. And whereas the approved supplier has deposited a sum of Rs.
 - i. Office Cash Certificate
 - ii. Indian Postal Order
 - iii. Cash through Treasury Challan
 - iv. Treasury savings deposit certificate and national plan certificates
(The certificates being accepted at their surrender value) as security for the due performance of the aforesaid agreement.
4. Now these present witness:-
 - i. In consideration of the payment to be made by the MPUAT, Udaipur through..... at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set from in..... and..... thereof in the manner set forth in the conditions of the tender and contract.
 - ii. The conditions of tender and contract as enclosed to the tender notice No.
.....dt.....and
also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
 - iii. The University do hereby agree that if the approved supplier shall duly supply the said article in the manner aforesaid observe and keep the said terms and conditions, the University will through..... pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

The mode of payment will be as specified below:-

- 1.....2.
- 3.....4.

iv. The delivery shall be effected and completed within a period of..... from the date of this agreement and/or the date of order.

5. If the tenderer fails to deliver the goods within the period specified in the tender form, the Purchasing Officer may at his discretion, allow the extension of time subject to recovery from the tenderer as agree, liquidated damages and not by way of penalty a sum equal to the following percentage of the value of stores which the tenderer has failed to supply for period of delay as stated below:

- a. Delay upto one fourth period of the prescribed delivery period **2½%**
- b. Delay exceeding one fourth but not exceeding half of the **5%**
prescribed delivery period
- c. Delay exceeding half but not exceeding three fourth of the **7½%**
prescribed delivery period
- d. Delay exceeding three fourth but not exceeding the period equal **10%**
to the prescribed delivery period

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Vice Chancellor, MPUAT, Udaipur and the decision of the Vice Chancellor, MPUAT, Udaipur shall be final.

In witness whereof the parties hereto have set their hands on theday of.....200.....

Signature & Rubber stamp of the approved supplier

Signature for and on behalf of the Vice Chancellor

**COMPROLLER
MPUAT, Udaipur**

Witness No. 1.....

Witness No. 2.....