



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

No. F. 71/MPUAT/Tender/TC-RCA/2007/490

Date: 05.05.2007

**OPEN TENDER NOTICE**

Sealed tenders are invited from the reputed contractors for construction of **One Synthetic Tennis Court** of following specifications at RCA, Udaipur:-

Ultra cushioned system of 8 layers, one layer of resurfacer, 5 layers of dense rubber cushion, 2 layers of colour and court markings and Asphalt base surface. It includes all necessary civil works. **Estimated cost- Rs. 8.50 Lacs.**

The tender form, terms & conditions can be obtained in person on payment of non refundable fee of Rs. 500/- & by post Rs. 650/- through a cross Demand Draft in favour of "**COMPTROLLER, MPUAT, UDAIPUR**". Each tenderer has to enclose a demand draft as earnest money @ 2% of the estimated value along with complete tender form. Tenderers can also down load tender form and other conditions from University website "**www.mpuat.ac.in**" but they have to enclose a separate demand draft of Rs. 500/- as a tender form fee. The completed tenders shall reach to this office at **28.05.2007 by 3.00 P.M. & the same shall be opened at 3.30 P.M. on 28.05.2007.**

**COMPTROLLER**



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

No. F. 71/MPUAT/Tender/Gr.V/TC-RCA/2007/

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

M/s. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Sub: Tender form for Construction of One Synthetic Tennis Court at RCA, Udaipur.**

Ref: Your No. \_\_\_\_\_

Dear Sir,

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

1. Tender Form for Technical bid.
2. Tender Form for Price bid.
3. Special terms and conditions of the tender.
4. General Terms & conditions

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 **28.05.2007** up to **3.00 PM** and opened on the same day at **3.30 PM**.

**Please Note:**

1. No tenders will be entertained without earnest money
2. Tenders must be submitted in a Big size sealed cover having two smaller sealed cover, one for Technical Bid in prescribed format and other relevant documents along with D.D. of Earnest Money & tender form fee & second one smaller sealed cover shall contain Price Bid in prescribed format.
3. 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)** with technical bid as tender form fee (Non-refundable) in favour of the Comptroller, MPUAT, Udaipur payable at Udaipur failing which the tender shall not be considered.
4. **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**

**TENDER FORM FOR CONSTRUCTION OF ONE SYNTHETIC TENNIS COURT  
AT, RCA, UDAIPUR IN REFERENCE TO NIT NO. F. 71/MPUAT/Tender/TC-  
RCA/2007/490 Dated 05.05.2007**

**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. 71/MPUAT/Tender/TC-RCA/2007/490 dated 05.05.2007.
2. Tender Form for Technical bid.
3. Tender Form for Price bid.
4. Special terms and conditions of the tender.
5. General Terms & conditions.

**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**



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

**Special Terms & Conditions for Construction of One Synthetic Tennis Court at  
RCA, Udaipur With Reference to NIT No. F.71/MPUAT/Tender/TC-RCA/2007/490  
Dated 5.05.2007.**

1. Tenders should be submitted on prescribed tender form to the Comptroller, Maharana Pratap University of Agriculture and Technology, Udaipur and should reach on or before **28.05.2007** upto **3.00 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 Big size sealed cover duly superscribed as "Tender for Construction of One Synthetic Tennis Court at RCA, Udaipur to be opened on **28.05.2007** having two smaller sealed cover, one for **Technical Bid** in prescribed format and other relevant documents along with D.D. of Earnest Money & tender form fee & second one smaller sealed cover shall contain **Price Bid in prescribed format**.
3. The tenderer should give full replacement guarantee for a period of 5 years commencing from completion date of the court.
4. **Technical bid will be opened first. The price bid (Financial bid) shall be opened only for those tenderers who qualify technical bid.**
5. Rates quoted in the tender should remain valid for a period of **2 months** from the date of opening of tenders.
6. **Earnest Money** Deposit shall be **2%** of the estimated value of Rs. 8.50 Lacs i.e. Rs. 17,000/- 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.
7. The rates should be quoted in the prescribed tender form for price bid (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.
8. **Tenderer must quote his rates for all the items A to D taken together in the tender form of price bid (financial bid). The work is to be carried out on turnkey basis.**
9. **Only those firms/agencies must quote who have constructed at least ten such courts at reputed Public/Private Institutions. Non-submission of the list of such institutes shall disqualify the tenderer from the bid. The tenderer should enclose the user list of the institutions, reputed Public/Private Institutions along with their postal address and telephone numbers.**
10. **The work order will be placed by The Estate Officer, MPUAT, Udaipur. Payment will be made by the Estate Officer as per the following schedule:-**
  - (a) 50% on completion of base surface & delivery of the synthetic surface material at site.
  - (b) 40% on completion of entire job.
  - (c) 10% after 6 months from the completion of job.

11. **The University reserves the right to reject any tender in part or full without assigning any reason. Minor modifications can be made permitted at the time of finalization of technical bid subject to the approval of competent authority.**
12. Tendered amount should be mentioned in words & figures.
13. Tenderer has to provide unconditional bank guarantee of Rs. 5.00 Lacs in favour of the Estate Officer, MPUAT, Udaipur for a period of 5 years commencing from the date of completion of the court.
14. The works are to be executed under the supervision of the Estate Officer and Assistant Director of Physical Education, MPUAT, Udaipur.
15. The technical bid shall be evaluated on the following criteria:-
  - a. Work experience i.e. name of institution with whom similar work was done during last three years.
  - b. Work-in Progress.
  - c. Proof of satisfactory work done from reputed Public/Private Institutions during last five years.
  - d. Annual turn over of the tenderer for last three years.
  - e. Technical competence of the firm.
  - f. Quality certification being a construction company.
16. **The tenderer or his authorized representative should come prepared for technical presentation and demonstration on the date of opening of the technical bid and may be required to stay for next day. During technical presentation, the tenderer has to clear the process of construction, proof of quality of material to be used.**
17. Evaluation of the technical competence of tenderer shall be adjudged by a technical committee constituted by the University. The decision of the technical committee shall be final and binding on the tenderers.
18. Complete Tender form should accompany the following documents:
  - a. Technical bid complete in all respects including detailed technical specifications.
  - b. Price bid on the prescribed form.
  - c. Details of location of the tenderer, complete postal address, telephone no., fax no. & mobile no. and its service centres.
  - d. Details of work in progress if any – Institute & value of work
  - e. Proof showing the technical core competence.
  - f. Evidence or documents which indicate ability of the tenderer to complete the works in the stipulated time given.
  - g. All the terms and conditions duly signed by the tenderer in token of his/her consent should be enclosed with tender document.
  - h. Authorization letter for signing tender document in case of a company or a registered firm or any other body.
  - i. Any other document as may be considered necessary as per tender conditions.
19. If there is any variation in General Conditions and Special Terms & Conditions for the tender, then conditions mentioned in Special Terms & Conditions shall prevail.
20. All the works shall be carried out as per the specifications laid down in the tender form for price bid & as per the standard norms laid down by the Sports Authority of India for ultra cushioned systems of 8 layers.

21. Water and electricity shall be supplied by the University at free of cost.
22. The tenderer has to complete all the works on turnkey basis & responsible for construction of a functional synthetic tennis court as per specification.
23. **The work shall be completed within a period of 45 days from the receipt of the work order, failing which liquidated damages shall have to be paid by the successful tenderer @ 1% of value of the work order per day subject to maximum amount of liquidated damages shall be restricted to the total value of the work order.**
24. The successful tenderer has to enter into the agreement with the University on a requisite amount of Rs. 100/- Non-Judicial stamp.
25. **A separate Demand Draft of Rs. 500/- is to be enclosed as non refundable tender form fee, if the tender documents are down loaded through University website/copied.**
26. **Any dispute arising out of this contract shall be subject to the courts having jurisdiction at Udaipur only.**

**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**

## TENDER FORM - TECHNICAL BID

To,

**The Comptroller,**  
Maharana Pratap University of Agriculture & Technology,  
**Udaipur**

Sub: Tender form for Construction of One Synthetic Tennis Court at RCA, Udaipur.

Ref : Your Open Tender notice No. F.71/MPUAT/Tender/TC-RCA/2007/ 490 dated 05.05.2007.

**Dear Sir,**

In response to the above-referred Tender Notice, I/we are submitting technical bid offer for Construction of One Synthetic Tennis Court at RCA, Udaipur. The details are as under:

1. Name of the Tenderer \_\_\_\_\_
2. (a) Address of the Tenderer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(b) Phone No. with STD Code \_\_\_\_\_  
(c) Mobile No. \_\_\_\_\_  
(d) Fax No. \_\_\_\_\_
3. Following details showing technical competence are as under:-
  - a) Work experience i.e. name of institutions with whom similar work was done during last five years.
  - b) Work in Progress.
  - c) Proof of satisfactory work done from the concern institutes.
  - d) Annual turn over of the tenderer.
  - e) Technical competence of the firm.
  - f) Quality certification being a construction company.
  - g) I/We are ready to give technical presentation & demonstration on the date of opening of the technical bid i.e. on 28.05.2007 or on next day.**
4. Proof of quality of material to be used in construction of the court is enclosed herewith.
5. Following demand drafts in the name of Comptroller, MPUAT, Udaipur are enclosed herewith.

S.No.	Particular	Amount (In Rs.)	D.D. No. & Date	Name of Issuing Bank	Paying Bank
1.	Earnest money	17,000/-			
2.	Tender form fee	500/-			

**Cont....2**

- : 2 :-

I/We hereby certify that the above information is true to the best of my/our knowledge & nothing has been concealed.

**SIGNATURE OF THE TENDERER**

**Note:** Any other information which the tenderer considers relevant and useful for consideration of his technical bid.

## TENDER FORM-PRICE BID (FINANCIAL BID)

Cost  
By Cash Rs. 500/-  
By Post Rs. 650/-

To,

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

Sub: **Tender for Construction of One Synthetic Tennis Court at RCA, Udaipur (Size 120'x60').**

Ref Your open tender notice No. F.71/MPUAT/Tender/TC-RCA/2007/490  
Dated 5.05.2007.

Dear Sir,

With reference to subject cited above I/We tender for construction of one synthetic tennis court (size 120'x60') at RCA, Udaipur of following specifications.

### **A. SUB-BASE SURFACE**

Excavation as required to remove all weeds and grass from its roots, leveling, dressing and earth filling required to raise the height of the court ½' above the existing cement court level. Providing necessary slope, compaction etc as required.

### **B. BASE SURFACE**

- (a) Base to wall, two layers of WBM surface, I layer of 90-45 mm aggregates 150 mm (compacted thickness) & II layer of 63-45 mm aggregates 75 mm (compacted thickness) including morrum, watering, rolling etc. complete with 8-10 tonne road roller.
- (b) III layer of crusher broken ballast 53-22.4 mm with screening/morrum with compaction same as above in (a).
- (c) Laying of one layer of bituminous Macadam 37 mm thick with 12 mm, well graded aggregate & 5% stone dust using hot bitumen as tack coat before laying hot mix.
- (d) Laying of 20 mm. compacted hot mix asphaltic course with 6 mm down aggregate well graded upto 2 mm size with 10% stone dust, using hot bitumen as tack & seal coat with stone dust.
- (e) All stages will be rolled by 8 to 10 tonne road roller.

### **C. SYNTHETIC SURFACE**

One layer of resurfacer, 5 layers of dense rubber cushion, 2 layers of colour and court markings (Standard quality 8 layer).

### **D. Tennis net posts, Tennis Net, making of jackets and water removing roller.**

I/We have gone through the specifications mentioned above from A to D along with terms & conditions attached to this tender form, I/We shall abide by these terms & conditions. I/We/our authorized representative have/has inspected the proposed site and understood the nature of work.

**P.T.O.**

Further, I/We also agree to construct one synthetic tennis court of International standard. I/We have signed on all the pages of the special & general terms and conditions as a token of the acceptance of the terms and conditions attached to this tender form. A demand draft amounting to Rs. 17,000/- issued by .....(Name of the Bank) in favour of the Comptroller, MPUAT, Udaipur payable at Udaipur is enclosed herewith.

\*A separate D.D. of Rs. 500/- non-refundable is also enclosed as tender form fee.

I/We hereby tender a lumpsum amount of Rs. ....(In figures) Rs.....(In words) for construction of one synthetic tennis court of above specification.

**Date:**  
**Place:-**

**SIGNATURE OF THE TENDERER**

Name of the Tenderer.....

Full Postal Address.....

Mobile No.....Tel. No. ....

**\*Note:** Applicable to the tenders who has down loaded tender form and terms and conditions from University website. It shall not be applicable who has already paid the tender form Comptroller.

# 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 on .....at..... 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:-**

<b>S.No.</b>	<b>Period of delay</b>	<b>Rate of liquidated damages on the value of the stores/equipments failed to supply in the prescribed delivery period</b>
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 STAMP**