

RAJASTHAN TECHNICAL UNIVERSITY
AKELGARH, RAWATBHATA ROAD, KOTA-324010
Ph.No.0744- 3297849

GENERAL TERMS AND CONDITIONS

**CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER
(See Rule 68, GF& AR, Govt. of Rajasthan)**

Note: Tenderers should read these conditions carefully and comply strictly while sending their tenders

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. "Tenders by bona-fide dealers":— Tenders shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration.
3. (i) Any change in the constitution of the firm, etc., shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
4. **Sales Tax Registration and Clearance Certificate:**— No Dealer who is not registered under the Sales Tax Act prevalent in the State where his business is located shall tender. The Sales Tax Registration Number should be quoted and a sales tax clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.
5. **Income Tax Clearance Certificate:**— Bidders will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned along with the tenders without which tender may not be considered.
6. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
7. Rate shall be written both in words and figures. There should not be errors and/or over-writings. Corrections if any, should be made clearly and initialed with dates. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax etc. separately.

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8. All rates quoted must be FOR destination and should include all incidental charges except octroi, Central/Rajasthan Sales Tax which should be shown separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Rajasthan Technical University and the delivery of the goods shall be given at the premises of Purchase Officer. Goods to be purchased are for the purpose of official use, hence octroi is not payable. The rates, therefore, should be exclusive of octroi, and local tax. In case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of octroi and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.
9. (i) **Comparison of Rates:—** In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan Sales Tax shall be excluded whereas that of Central Sales Tax shall be included.
(ii) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan Sales Tax shall be included.
10. **Price Preference:—** Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries out side Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995.
11. **Validity:—**Tenders shall be valid for a period of three months from the date of opening of tender.
12. **The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.**
13. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
14. **Specifications:—**
 - (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
 - (ii) The supply of articles marked with asterisk/at serial number....., shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.

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- (iii) Warranty/Guarantee clause:— The tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of days/months from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/ articles, if during the aforesaid period of days/ months, the said goods/ stores/ articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/ stores/ articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/ stores will be at the sellers risk and all the provisions relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- (iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.
- (v) In case of machinery and equipment specified by the Purchase Officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.
15. **Inspection:—**
- (a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/ machineries during manufacturing process or afterwards as may be decided.
- (b) The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

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16. **Samples:—** Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythene bags at the cost of the tenderer.
17. Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the tenderer and serial number of the item, of which it is a sample in the schedule.
18. Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. The Rajasthan Technical 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 Sample shall be collected by the tenderer on the expiry of stipulated period. The Rajasthan Technical University shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the Rajasthan Technical University and no claim for their cost, etc., shall be entertained.
19. Samples not approved, shall be collected by the unsuccessful tenderer. The Rajasthan Technical University will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
20. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Rajasthan Technical University laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such test.
21. **Drawl of Samples:—** In case of tests, samples shall be drawn in four sets in the presence of *tenderer* or his authorized representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the officer for reference and record.

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22. **Testing charges:**— Testing charges shall be borne by the Rajasthan Technical University.
In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the tenderer.
23. **Rejection:**—
- (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Purchase Officer.
- (ii) If, however, due to exigencies of Rajasthan Technical University work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
24. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.
25. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
26. The contract for the supply, can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
27. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.

28.

i. **Delivery' period:**— The tenderer whose tender is accepted shall arrange supplies within a period of from the date of supply order/byas under:—

<u>S. No.</u>	<u>Items</u>	<u>Quantity</u>	<u>Delivery period</u>
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ii. **Extent of quantity-Repeat orders:**— If the orders are placed in excess of the quantities shown in the tender notice; the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

iii. **If the Purchase officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.**

29. **Earnest Money:**—

- (a) Tender shall be accompanied by an earnest money of Rs without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of, REGISRAR, RTU, KOTA
- (i) Cash through treasury challan deposited under head "8443-Civil Deposits-103-Security Deposits".
- (ii) Bank Drafts/Bankers Cheque of the scheduled Bank.
- (b) Refund of earnest money: — The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.
- (c) Partial exemption from earnest money:— Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer from the Director of Industries Rajasthan, at the rate of 1% of the estimated value of the tender shown in NIT.
- (d) The Central Government and Government of Rajasthan Undertakings need not furnish any amount of earnest money.
- (e) The earnest money /security deposit lying with the Department /office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.

30. **Forfeiture of earnest money:**— The earnest money will be forfeited in the following cases:

- (i) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) When tenderer does not execute the agreement if any, prescribed within the specified time.

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- (iii) When the tenderer does not deposit the security money after the supply order is given.
- (iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

31.1. Agreement and security deposit:—

- (i) Successful tenderer will have to execute an agreement in the Form 17 within a period of 7 days of receipt of order and deposit security equal to 5% of the value of the stores for which tenders are accepted within 15 days from the date of despatch on which the acceptance of the tender is communicated to him.
- (ii) The earnest money deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less than earnest money.
- (iii) No interest will be paid by the department on the security money,
- (iv) The forms of security money shall be as below :—
 - (a) Cash/Bank Draft/Bankers Cheque/Receipted copy of challan.
 - (b) Post-office Savings Bank Pass Book duly pledged.
 - (c) National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.
- (v) The security money shall be refunded within one month of the final supply of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfaction completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the tenderer.

- 31.2.** (i) Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration in original from the Director of Industries or a Photostat copy or a copy thereof duly attested by any Gazetted Officer will be partially exempted from earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender.]
- ii. Central Government and Government of Rajasthan Undertakings will be exempted from furnishing security amount.

31.3. Forfeiture of Security Deposit: — Security amount in full or part may be forfeited in the following cases : —

- a. When any terms and conditions of the contract is breached.
- b. When the tenderer fails to make complete supply satisfactorily.
- c. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.

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- 31.4. The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.
32. (i) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge 5% of the freight will be recovered from the supplier's bill.
- (ii) R.R. should be sent under registered cover through Bank only.
- (iii) In case supply is desired to be sent by the Purchase Officer by passenger train, the entire railway freight will be borne by the Department.
- (iv) Remittance charges on payment made shall be borne by the tenderer.
33. **Insurance: —**
- (i) The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz., (war rebellion, riot, etc.,). The insurance charges will be borne by the supplier and State will not be required to pay such charges, if incurred.
- (ii) The articles may also be got insured at the cost of the Purchaser, if so desired by the Purchaser. In such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.
34. **Payments:—**
- (i) Advance payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of despatch and to the extent as prescribed in financial powers by rail/reputed goods transport companies, etc., and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the tenderer.
- (ii) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with GF & AR all remittance charges will be borne by the tenderer.
- (iii) In case of disputed items, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute
- (iv) Payment in case of those goods which need testing shall made only when such tests have been carried out, test results received conforming to the prescribed specification.
35. (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.

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(ii) **Liquidated damages:**— In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the tenderer has failed to supply:—

delay up to one fourth period of the prescribed delivery period	2½%
delay exceeding one fourth but not exceeding half of the prescribed period	5%
delay exceeding half but not exceeding three fourth of the prescribed period	7½%
delay exceeding three fourth of the prescribed period.	10%

- (2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (3) The maximum amount of liquidated damages shall be 10%.
- (4) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (5) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.
36. **Recoveries:**— Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
37. Tenderers must make their own arrangements to obtain import licence, if necessary.
38. **If a tenderer imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase officer.**
39. The purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.

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40. The tenderer shall furnish the following documents at the time of execution of agreement: -
- i. Attested copy of partnership Deed in case of Partnership Firms.
 - ii. Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
 - iii. Address of residence and office, telephone numbers in case of Sole Proprietorship.
 - iv. Registration issued by Registrar of Companies in case of Company.
41. If any dispute arise out of the contract with regard to the interpretation meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
42. All legal proceeding, if necessary arise to institute may by any of the parties (Rajasthan Technical University or Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

THE BIDDERS MUST NOTE IT CAREFULLY THAT IN THE EVENT OF ANY CONFLICTING CLAUSES IN TERMS AND CONDITIONS AND GENERAL TERMS AND CONDITIONS, THE CLAUSE MENTIONED UNDER THE HEADING”TERMS AND CONDITIONS” WILL BE APPLICABLE.

SIGNATURE of BIDDER

With Seal