

TERMS & CONDITIONS FOR SUPPLY OF MATERIALS

GENERAL TERMS & CONDITIONS OF THE TENDER

1. Submission of a non refundable tender fee of Rs.118/- in cash/DD/Banker's cheque for each tender.
2. If the tender value exceeds Rs.2,00,000/-EMD (Earnest Money Deposit) @ 1% of the approximate tender value is to be deposited by DD only payable at Kanpur which is refundable without interest and in case of black listing firm it will be forfeited.
3. If the tender value exceeds Rs. 10,00,000/-besides tender fee & EMD , a security deposit @ 10% by DD payable at Kanpur / Bank Guarantee is to be deposited which is refundable without interest.
4. If the tender value exceeds Rs.15, 00,000/-open tender will be floated when the Companies not empanelled can also participate in the tendering process.
5. The tender should reach us on or before the date and time specified in the tender notice. Tenders received beyond said specified date and time will be rejected.
6. Price quoted should be inclusive of all Taxes (e.g. GST/CST/VAT/Entry Tax etc) if any and any other charges. TDS shall be deducted as per rules
7. Quotations must be given as per prescribed format on letter head of the firm duly signed by Proprietor/Director/Manager of the firm with rubber stamp/seal of the firm and should be either TYPE WRITTEN or must be in INK and should not be with any hedging conditions. Rates should be quoted for articles as per our specification and sample only.
8. The Corporation reserves the right to accept any quotation in full or part. This does not necessarily that the lowest quotations will be accepted. The Corporation may within its right, award tendered job in part to one of the tendered and remaining job to the other tendered.
9. All deliveries must be made either at our office (store) or as per our instructions FREE OF CHARGES. That means NO CARRIAGE, FREIGHT, COOLIE, LOADING/UNLOADING CHARGES etc will be paid by the Corporation.
10. If after supply is delivered ,it is discovered that material supplied are not according to the specification accepted, SUCH SUPPLY WILL BE REJECTED AT THE SUPPLIER'S COST or may be accepted with deduction in cost. So supply of materials should be exactly according to the specifications and in the event of non compliance with the condition the Corporation will be at liberty to take such action as it deems fit.
11. NO ALTERATIONS IN QUALITY OR QUANTITY of the items indented or in the period of execution and no enhancement in the rate of the article shall be accepted unless previously ratified by the Corporation in writing.
12. In case of failure of the supplier/vendor to deliver the entire goods on or before the date specified in the order, the Corporation will be at liberty to cancel the order and to purchase the same from any other supplier/vendor and the supplier/vendor at default shall make good any loss or damage that the Corporation may suffer thereby or shall pay to the Corporation liquidated damages as provided under clause no 15 provided hereunder besides being removed from the panel of suppliers/vendors blacklisting of the firm and forfeiting the EMD.
13. If it is found that the supplier/vendor is unable to carry out the instructions as given the order may be withdrawn/ cancelled by the Corporation without the Corporation being liable for payment of any damages or compensation. In such an event the supplier/vendor shall be liable to make good the extra charges, the Corporation may have to incur to get done by other suppliers/vendors as per clause no -12 above.
14. Any tender not in compliance with these terms and conditions will be liable for rejection.
15. If the supplier/vendor fails to comply with the provisions of clause regarding delivery on or before the date mentioned on the order sheet or within such extended time as may be granted by the Corporation they shall pay to the Corporation a sum of money equivalent to 1% of amount of the order for each week's or fraction thereof delay in complying entire order. Compliance of order will not be considered until entire items of order are supplied within such stipulated time. Such sum to be considered and taken as liquidated damages or sum of money forfeited and due from one party to the other for breach of stipulations contained in the said clauses and not as penalty and the Corporation shall be at liberty to deduct such sums from any moneys due to the supplier/vendor under these presents or may otherwise recover the same separately.
16. Any dispute arising out of this acceptance shall be referred to the "Marketing Manager "Kanpur for "sole Arbitration and his decision shall be final and binding on the supplier/vendor.

17. Any dispute arising out of or relating to this tender shall be deemed to have been arisen in Kanpur and shall be under jurisdiction of a court in Kanpur.
18. Approved Annual Rate Contract or fixed rate contract shall remain valid for one year from the date of acceptance or fresh rate approved within one year .Repeat order may be given within one year.
19. The Corporation reserves the right to cancel the contract/annual rate contract without assigning any reason at any time by giving 30 days notice in advance in case of simple termination of contract/annual rate contract but in case of breach of the terms of the contract /annual rate contract it may be terminated forthwith.
20. The Corporation reserves the right to remove /blacklist any supplier/vendor from the list of empanelled agencies/vendors for any deviation from the agreed terms and conditions or any activity is observed which is detrimental to the interest of the Corporation.
21. The letter of undertaking to supply materials as per the tender specifications forms part of the tender and terms and conditions and the same shall be submitted along with the rates quoted.
22. No advance payment will be made for the order .Payment will be made only after receipt of goods of an order in full as per specification and order.
23. Printed label showing form no (name of item)/quantity, order no etc must be pasted on front side of each packet/bundle/cartoon.
24. Apart from the above conditions if a firm does not participate in any 5 tenders the name of the firm may be removed from our panel of the enlisted supplier/vendor.
25. Tenders with any modification in above terms and conditions will not be entertained and it will be understood that stipulated terms and conditions in to are acceptable to the supplier who filled in the tender.
- Note:-The Sr. Divisional Manager reserves the right to accept the lowest quotation or to reject/cancel all the tenders without assigning any reason thereof.

**Sr Divisional Manager
Kanpur Division**