

TERMS AND CONDITIONS OF THE TENDER

1. The tender should be dispatched so as to reach the office on or before the due date specified.
2. Please note the description and specification of stores carefully and your offer should be in accordance with the same. If you quote any stores with deviation in specifications, the same may please be carefully brought out in your tender; otherwise, it will be deemed that you have quoted for the specified stores.
3. All samples including the samples of paper should bear clearly the specifications like make, quality, size, weight, etc., on the sample itself and should be certified by the tenderer by his signature and affixing his office seal. Quotations received without sample may be rejected. Offers subject to condition, like 'subject to prior sale'. 'subject to availability of stores' or with similar vague conditions are likely to be ignored.
4. All deliveries must be made as per instructions by us free of any charges.
5. Each page of the offer should be signed by the tenderer.
6. If the supply delivered do not conform to the prescribed specifications, the supply is liable to be rejected in toto and the supplier is liable for the liquidated damages. However, it is open to the corporation at its sole discretion to consider such supply on its own terms and conditions depending upon the facts and circumstances.
7. In case of failure to deliver the goods on or before the specified date/s, the Corporation shall be at liberty to purchase the goods or such part thereof, as it may decide, from any other supplier and the supplier at default shall be liable to make good any loss or damage that the Corporation may suffer due to such purchases or shall be called upon to pay to the Corporation liquidated damages as provided under clause No. 10 hereunder.
8. No alteration either in quantity or quality of the items indented or in the period of execution or enhancement in the rate of articles shall be allowed unless previously ratified by the Corporation in writing.
9. In the case of printing work, if it is found that the press is unable to complete the job after submission of two consecutive proofs or if it is found that the Press is unable to carry out the instruction given, the order may be withdrawn by the Corporation, in which case the Corporation shall not be liable for payment of damages or compensation but the press shall in such an event be liable to make good any extra charge that the Corporation may incur in getting the job done by another Press as per Clause No.7 above.
10. If the Press / Supplier fails to comply with provisions of the clause regarding the delivery on or before the specified date or within such extended time as the Corporation may grant at its discretion on in case the Press/Supplier fails to comply with the provisions of any other clause. It shall pay to the Corporation liquidated damages at such rates as the rates of liquidated damages are at the rate of 1% of the value of the order for the first one week or part thereof delay; 2½% for the second week or part thereof delay, 5% for the third week or part thereof of delay and a maximum of 10% for a delay of more than 3 weeks. Such sum will be constructed as and taken as liquidated damages and not as penalty, and the Corporation shall be at liberty to deduct such sums from any monies due to the Printer/Supplier under these presents or may otherwise recover the same separately.

11. All proofs should be submitted in duplicate.
12. A file copy or two should always be furnished to us in respect of all forms, books, brochures, booklets, etc., in addition to ordered numbers, free of cost, whether mentioned or not in the order form.
13. No advance payment will be made till the order is fully executed except that the corporation may be in a particular case stipulate that payments will be against partial deliveries, in which case such partial payments will be made.
14. Any dispute arising out of or relating to this tender shall be deemed to have arisen at the Headquarters of the Divisional Office and shall be subject to adjudication by a Court in that city.
15. Stores rejected after the receipt will have to be taken by the suppliers at their risk and cost.
16. Quotations should be sent in a sealed cover superscribed with the number of tender enquiry and due date of opening.
17. Please note that your offer should be kept open for minimum 30 days from the due date.
18. We reserve the right to reject any offer in part or full without assigning any reason. In the event of our accepting a part of any item of your offer, the rate for full quantity shall be considered as valid unless specifically stated to the contrary in your offer. This does not necessarily mean that the lowest quotation will be accepted.
19. Any tender not in compliance with the above terms and conditions and the specification sheet will be liable to be rejected.