



General terms and condition for Empanelment of firms for supply of Gift Items (Page1)

Last date of submission of application: 30/06/2023

- 1) Submission of non refundable fee of Rs 100/- as tender fee in cash/DD/Bankers cheque payable at Aligarh for each tender.
- 2) If the tender value exceeds Rs 2 Lacs EMD(Earnest Money Deposit) @ 1% of the approximate tender value is to be deposited by DD/bankers cheque only payable at Aligarh which will be refundable without interest and in case of blacklisting of the firm, It will be forfeited.
- 3) If the tender value exceeds Rs 10 Lacs besides tender fee and EMD, a security deposit @10% by DD/bankers cheque payable at Aligarh is to be deposited which is refundable without interest
- 4) If the tender value exceeds Rs 15 lacs open tender will be floated where 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 set specified time and date will be rejected and will not be considered.
- 6) Price quoted should be inclusive of all taxes(e.g. CST/VAT/Entry Tax etc) and any other charges, if any. TDS and VAT shall be deducted as per rules. Appropriate certificate from the concerned office should be submitted along with the bill/invoice if CST/ST is not required to be deducted at source.
- 7) Quotation must be given on prescribed format on letter head of the firm duly signed by the proprietor/director/Manager of the firm with rubber stamp/Seal of the firm and should be either typed/written or must be in ink and should not be with any hidden conditions. Rates should be quoted for articles as per our specification alongwith samples only. No cutting or over writing will be allowed on the quotation.
- 8) The corporation reserves the right to accept any quotation in full or in part. This does not necessarily mean the lowest quotation will be accepted. The corporation may within its right, may award tendered job in part to one of the tendered and remaining job to other firms who have submitted tenders.
- 9) All deliveries must be made either at our office (Store) or as per our instructions, free of charges that means no carriage/ freight/ cooliage/ loading/ unloading charges will be paid by the corporation for delivery of purchase / items.

(Contd on Page 2)

Signature of firm with Seal

Divisional Office : 'Jeevan Prakash', Masoodabad, G. T. Road, Aligarh – 202001 (U.P.)

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- 10) If after delivery of items, it is noticed that material supplied are not in accordance with the specifications as laid out in tender, such supply are liable to be rejected at suppliers cost or may accepted with penalty. So supply of material should be exactly in accordance with the specifications and in the event of non compliance with the conditions, the Corporation will be at liberty to take such action as the corporation deems fit.
- 11) No alterations in quality or quantity of the items indented during the period of execution will be allowed and no enhancements in 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 other supplier/vendor and the supplier/vendor at default shall make good of any loss or damage that Corporation may suffer thereby or shall pay to the corporation, liquidated damage as provided hereunder besides being removed from the panel of supplier/vendor/Blacklisting of the firm or forfeiting of the EMD.
- 13) If it is found that the supplier/vendor is unavailable to carry out the instructions as given, the order may be withdrawn/cancelled by the Corporation and the Corporation will not be being liable for any damage/compensation. In such an event the supplier/vendor will be liable to make good the extra charges, the Corporation may incur to get the job done by other supplier/vendor 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 provision of the 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, appropriate action as deemed fit will be initiated by the competent authority which will be fixed on the part of the supplier/vendor
- 16) Any dispute arising out of this acceptance shall be referred to Sr Divisional manager, Divisional Office Aligarh for sole arbitration and his decision will be final and binding on the supplier/vendor.
- 17) Any dispute arising or relating to this tender shall be deemed to have been arisen in Aligarh and shall be under the jurisdiction of a court in Aligarh.

(Contd on Page 3)

Signature of firm with Seal

Divisional Office : "Jeevan Prakash" Masoodabad G.T.Road, Aligarh (Page3)

- 18) Approved annual rate contract or fix rate contract shall remain valid for one year from the date of acceptance or fresh rates approved within one year.
- 19) The corporation reserves the right to cancel contract/ARC without assigning any reasons at any time by giving 30 days notice in advance, in case of simple termination of contract/ARC but in case of breach of the terms of the contract/ARC, 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 condition or if 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 the indented goods for an order in full as per specifications and purchase order.
- 23) Printed label showing firm's details (Name of item/Quantity, order number etc) must be pasted on front side of each packet/bundle/carton.
- 24) Apart from above conditions, if a firm does not participate in any five(05) tenders, the name of the firms may be removed from our panel of enlisted firms/vendors.
- 25) Tenders with any modifications in above terms and conditions will not be entertained and it will be presumed that stipulated terms and conditions in toto are not acceptable to the supplier who filled 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 reasons thereof.

**Sr. Divisional Manager
Aligarh Division**

We accept the terms and conditions as enshrined in the letter

Signature of firm with Seal

Draft Copy: Put up for approval :

Manager (Sales)

Marketing Manager

Draft Approved

Sr. Divisional Manager

Divisional Office : 'Jeevan Prakash', Masoodabad, G. T. Road, Aligarh – 202001 (U.P.)