

## Terms and conditions

1. Tenders are invited for the supply and commissioning of items required for use by Aryabhata Knowledge University, Patna as per list attached/given overleaf by 27<sup>th</sup> November 2012 before 03.00 PM.
2. The rates quoted should be for AKU, Patna inclusive of all charges viz. packing, forwarding, local taxes, railway freight, transit insurance etc. and free delivery at University. Taxes and duties should be quoted separately.
3. Details specifications and make of each item should be clearly supported by the illustrated pamphlets wherever possible. Quotations without specifying the make and other particulars may be rejected. The payment will be made after the goods have been received, opened, installed and good working, checked & found to be in order to our entire satisfaction. In case the goods are rejected these have to be removed by the supplier at his own cost.

Losses or damages in transit will be liability of the supplier. The supplier may if so desired get the goods insured.

4. Normally payment shall be made through a crossed cheque within 30 days of the receipt and installation of goods to our entire satisfaction.
5. Your rates should be valid at least for six months from the last date of receipt of tender and there shall be no rate variation within six months.
6. The undersigned is not bound to accept the lowest tender and may reject any tender or any part of the tender without any reason thereof.
7. The Price/Make/Model/Product Details should be quoted on prescribed format and must be sent in a properly sealed envelope.
8. All the columns of the annexure attached shall be duly and properly filled in separately. The rates and units shall not be overwritten in the price schedule. The rates shall be quoted both in figures and words. The tender should be signed by the authorized signatory of the firm.
9. The penalty clause is as under:-  
Should the tenderer fail to deliver the goods within the period specified in the tender form, the university authority may, at his discretion, allow an extension in time subject to recovery from the tenderer as agreed liquid damages, and not by way of penalty, a sum equal to the percentage of the value of order which the tenderer has failed to supply for period of delay as stated below:

1. Delay up to one week	1%
2. Delay exceeding one week but not exceeding two weeks	2%
3. Delay exceeding two week but not exceeding one months	5%
4. Delay exceeding one month	5% for each month & part thereof subject to maximum 10%

In case of failure to supply the goods within the stipulated time and in accordance with the specifications given in the tenderer, the University shall be free to cancel the order and make purchases from the next higher tenderer or from the open market as the case may be. In that case the loss sustained by the University shall be recovered from the defaulting supplier.

10. No payment will be made in advance for any supplies under this tender. The valid documentary proof of Sales Tax, VAT/Service Tax Registration No. & details of Income Tax registration (PAN) should be submitted along with the tender. The taxes must be quoted clearly and separately. If the taxes are not quoted separately, it will be presumed that the rates quoted are inclusive of taxes.
11. University reserves the right to accept or reject any tender without assigning any reason.
12. The university reserves the right to verify/seek confirmation of all original documentary evidence submitted by the tenderer in support of the tenders, specifications for eligible criteria. In case any information furnished by tenderer is found false/incorrect the tender will be rejected.
13. Delivery and installation of the items are to be completed within 15days from the date of purchase order.
14. The lowest tenderer whose tender will be finally accepted will have to make survey measurement of the area to be utilized for this purpose.
15. VAT will be deducted as per rules.