

ACCEPTANCE OF TENDER

Prices are not to be disclosed to any person not connected with this contract

GOVERNMENT OF MAHARASHTRA

Please quote in all letters Invoices, etc. the No, and date of this Acceptance of 'Tender'.

Name of the office.- -The Inspector General of Prisons, Maharashtra State, Central Building, Pune-1.

ACCEPTANCE OF TENDER BY THE GOVERNMENT OF MAHARASHTRA

No. -----

Dated -----

To,

Tenderer's Name & Address

Gentlemen,

Your Tender No , dated for the stores specified in the schedule attached has been accepted subject to the conditions under which you tendered to the extent of the quantity and on the terms as to delivery specified therein. Any clause, condition or term in your Tender and/or acknowledgement letter which is repugnant to or inconsistent with the terms and conditions of this Acceptance of the Tender and schedule attached herewith shall be void and of no force and effect. If you fail to acknowledge receipt of this communication within a week, you, will be deemed to have accepted this contract on the terms and conditions set out therein.

2. Please acknowledge receipt of this Acceptance of Tender as soon as possible.

3. Please deposit with this office within one week from the receipt of this Acceptance of Tender Rs..... (Rupees), as a security deposit for due performance of contract. This deposit is liable to forfeiture to the Government of Maharashtra in the event of your non-fulfillment of the terms and conditions on which this Acceptance of Tender is issued.

4. Please quote in all letters, invoices etc., the number and date of this Acceptance of Tender.

5. Packing and Notification of despatch .—Your particular attention is invited to the conditions of contract under which you have tendered in regard to packing and notification of delivery and despatch. It is essential that packing notes and priced invoices shall be furnished to the consignee in respect of every consignment. The Railway Receipt should be forwarded to the consignee immediately after the despatch of stores, otherwise demurrage charges, if any, paid by the consignee will be deducted from your Bill.

6. The total cost of the Acceptance of this Tender for delivery Ex-godown/F.O.R./Free at destination -----comes to Rs -----/(INR ----- Only)---and you should not despatch the Goods if the total cost exceeds that amount. The Sales Tax, if applicable in the case of dealers and freight and/or insurance charges, if any, should be claimed as a separate item in the Bill.

Note .—Packing and forwarding charges from godown to railway station can only be claimed when the rate is Ex-godown. In the case of F.O.R. quotations, the above charges are not admissible.

6-A. Price variation clause.—The claim for increase in the prices only in the case of statutory variation regarding labour, material C. I. F. clearing charges and import duty will be considered on merit by Government on production of satisfactory documentary evidence.

7. Inspection.—By any officer authorised by this office, Director of Inspection (D. G.S. & D.) New Delhi/Calcutta/Madras/Bombay/Consignee/Indentor (PLEASE SEE SCHEDULE ATTACHED).

7-A. The entire materials ordered will have to be offered for inspection in open condition if required and the same will have to be repacked in such a manner so as to be suitable for transport for without any extra cost.

(G.C.P.) K 2449 .5000—4-06)

8. Designation and full postal address of the consignee (PLEASE SEE SCHEDULE ATTACHED)

9. *Advance sample.*—If required, advance sample must be despatched to the indenting Officer/Consignee so as to reach him by the dates, specified. The actual dates of despatch must be reported promptly to this office. The sample must be of an acceptable quality and fully representative of the bulk supply. This is an essential condition of the contract and the Government shall under no circumstances be liable for any stores manufactured by you before the samples has been approved,

10. *Failure and Termination of Contract.*—Should you fail to deliver the stores or any part thereof within the period prescribed for delivery the Purchasing Officer shall be entitled in his opinion to take any one or more of the following steps :—

(a) To recover from you as liquidated damages a sum equivalent to 1/2 per cent, of the price of the undelivered stores at the stipulated rate for each week or part thereof during which the delivery of such store may be delayed as under :—

	<u>Rate</u>	<u>Category of Stores</u>	<u>Penalty amount</u>
(1)	At 1/2 % per week	The case of an order not exceeding Rs. 2 Lakh in value.	Limited to Rs. 10.000.
(2)	At 1/2 % per week	IN case of an order of Rs. 2 Lakh and above.	Limited to 5 % of the stipulated price of the stores so undelivered.

•Such penalty is to be deducted always by the consignee from the bill of the firm.

(b) To purchase elsewhere on your account and at your risk the stores so undelivered or other of similar description where other exactly complying with the particulars are in the opinion of the Purchasing Officer, which shall be final not readily procurable without cancelling the contract in respect of consignment not yet due for delivery,

(c) To cancel the contract.

In the event of action being taken under (b) or (c) above you shall be liable to make good for any loss which the Government of Maharashtra may sustain by reason or higher price of the stores so purchased or otherwise howsoever.

The decision of the Purchasing Officer shall be final as regards the acceptability of stores supplied by the Contractor and the Purchasing Officer shall not be required to give any reason in writing or otherwise at any time for rejection of the stores.

11. Goods should be consigned to (PLEASE SEE SCHEDULE ATTACHED) and despatched by Passenger/Goods train to Station freight to pay/paid.

N. B.—The supplies are to be booked at full wagon rates wherever available and by the most economical route.

In the case of Contracts specifying " Free Delivery at Destination" consignment must be booked " Freight Paid " at your expense.

12. Goods should be despatched at carrier's risk falling which they should be properly covered by transit insurance with Government Insurance Fund. Mantralaya, Foreshore Road, Bombay 400 032.

The Goods are to be inspected before despatch and a certificate to the effect that—

(1) Goods are inserted in packages in a safe and in a sound condition ;

(2) According to the normal trade practice packing used is good.

be obtained, from and Officer of this failure to comply with these instructions may result in non acceptance of transit risk, by the Insurance Officer.

12-A. When the goods are despatched from station outside Maharashtra State, the Supplier has to declare the condition of the packing—

(i) Railway receipt should not be sent by V .P. P. and payment for goods despatched should be made in the ordinary way.

(ii) If railway receipts are sent by V. P. P. it will be obligatory on the part of the firm supplying the stores to give prior intimation of despatch of stores to the Indentors and/or Consignee by a separate letter of having done so.

A^r. B.—Transit Insurance form may be obtained from this office in case the goods are to be insured.

13. Date of delivery (PLEASE SEE SCHEDULE ATTACHED).

Note.—Date of delivery is the date on which acceptable goods have been offered for inspection either to the Inspection Wing of Purchases Office or to the consignee.

Note.—In the event of your inability to supply goods by the stipulated date, this Office must be informed and no supplies will normally be accepted by the consignee if delivered late, except on production of a specific sanction from this office.

14. *Bills.*— Bills for the stores to be supplied in compliance of this contract must be prepared in duplicate and sent to the consignee for payment. A copy of the bill should be sent to this office for record. Intimation should be sent to this office when full payment of your bills is recovered. Government shall not incur any liability to pay interest on Bills the payment of which is delayed for any reason whatsoever.

~~14 A. — "Octroi Duty, where recoverable, should be recovered by the consignee within 6 months from the date of receipt of the stores—".~~

15. This office must be kept informed of the progress of the delivery of materials etc. and intimation should be sent upon final completion of the contract.

16. You will be required to enter into agreement for the due performance of the contract. An agreement form is sent herewith. It should be stamped with an adhesive stamp as per instructions given below and should be signed before the undersigned or before a First/Second Class Magistrate/Oath Commissioner or Notary Public :—

(a) Agreement with no security deposit requires stamp duty of Rs. 5 under article 5 (h) of the Schedule-I of Stamp Act, 1958.

i/b) Agreement with security deposit attracts stamp duty at Rs. 3 per cent, for the first Rs. 20,000. 4 per cent, for the next Rs. 20,000 and 5 per cent, above Rs. 40,000 under Article 40 (a), Schedule-I of Bombay Stamp Act, 1958. In the latter case stamp duty as an agreement under Article 5 (h) of the Act, 1958 is not payable.

(c) Security deposit paid in the form of cash, cheque, X. S. C. Certificates, C. T. D. Treasury Savings certificates or postal savings certificates etc. attracts ad valorem stamp duty under article 40 i a) of the above Act.

(d) Security deposit in the form of Government Promissory Note of any marketable security or if it is given in the form of Bank Guarantee will attract stamp duty under article 5 (h) in addition to the one agreement duty for the contract under Section 24 of the Bombay Stamp Act, 1958.

(e) If the Bank Guarantee is attested, it is chargeable with stamp duty of Rs. 22 under article 54(b) of Schedule-I of the Bombay Stamp Act, 1958. If the Bank Guarantee is not attested is chargeable with stamp duty of Rs. 5 under article 5 (b) of the Schedule-I of Bombay Stamp Act, 1958.

17. *Indian Shipping.*—As the stores in this Acceptance of Tender have to be imported by you from abroad, you will import the stores through Indian Vessels only and not through Non-Indian Vessels unless there is likelihood of serious delay in the supply of and even then only after obtaining prior permission of this office.

18. *Warranty Clause.*—The Contractor/Seller hereby declares that the goods/stores/articles sold to the buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in the schedule hereof and the Contractor/Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of ~~3-6~~ 12 months from the date of delivery of the said goods/stores/articles to the purchaser and that notwithstanding the fact that the Purchaser ('Inspector') may have inspected and or approved the said goods/stores/articles, if during the aforesaid period of ~~3-6~~ and 12 months the said goods/articles/stores be discovered not to conform to the description and quality aforesaid or have deteriorated (and decision of the Purchaser 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 maybe discovered not to conform to the said description and quality. On such rejection, the goods/articles/stores will be at the Seller's risk and all the provisions herein contained relating to rejection of goods, etc. shall apply. The Contractor/Seller shall, if so called upon to do, replace the goods, etc. or such portion thereof as is rejected by Purchaser, otherwise the Contractor/Seller shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

* Agreement duty is not payable in addition of the duty on deposit at (b) is more than Rs.5.

Yours faithfully,

Purchasing Officer

for and on behalf of the Governor of Maharashtra.

Note.—Intimation of the date of actual receipt of goods either in part or full in sound condition, part or full payments of bill and satisfactory fulfillment of terms and conditions of contract should be sent to this office to complete the records. Consignees to make payment's only after ascertaining from P. O. that conditions in clause Nos. 3 and 16 are fulfilled by the Contractor.

Copies with compliments—

- (1) The Accountant General (O. A. D.)
Maharashtra-I
Mumbai 400 020.
- (2) The Senior Deputy Accountant General.
Maharashtra-II,
Nagpur.
- (3) The Chief Commissioner of Income Tax, **-373, 3rd Floor, Ikar Bhavan, M.K.Rd.Mumbai 400020.**
- (4) The Pay and Accounts Officer, Government of Maharashtra,
Bandra-Kurla Complex, Bandra (East),
Mumbai 400 051.
- (5) The Insurance Officer,
Government Insurance Fund,264, First Floor,
Opp. Kalanagar, Grih Nirman Bhavan (MHADA), Bandra
(East), Mumbai 400 051.
- (.6) The Deputy Commissioner of Sales Tax (Adm.), Andheri
Division, Suturban Vikrikar Bhavan, 3rd Floor,' B ' Wing,
Bandra-Kurla Complex, Bandra (East), Mumbai 400 051.
- (7) The Deputy Inspector General of Prisons,

for Information.

Consignee.-----

~~The Principal, Borstal School, Nasik
422-006.~~

for information and necessary action. to **Desk No-10.** Office of the Inspector General of Prisons, Maharashtra State, Pune.1.

SCHEDULE "A"

Schedule to Acceptance of Tender No. ----- placed
with M/s. -----

Sr. No.	Description of stores	Total Qty.	Rate per ---	Total cost
01	Item Name Specification – ----- ----- -----	-----	Rs.-----/-	-----/-
			Total Rs.	-----/-
	(Other details as per T/E Specifications.)	(Rs. ----- Only.)		
	F.O.R. Destination at consignee- -----			

- 1) Free delivery at F.O.R. Destination.
- 2) You should confirm that stores will be supplied exactly as per Tender Enquiry Specifications.
- 3) Only the material manufactured/supplied by -----
----- as agreed by you in the tender will be accepted.
- 4) While delivering the stores to the jail you should submit **an original letter** from the authorized dealer/manufacturer that the supplied stores is supplied/manufactured by them.
- 5) You will supply the stores at concerned jail godown within two [02] months from the date of issue of A/T.
- 6) You should accept following payment terms a) 90% against satisfactory inspection & test report.
b) Balance 10 % after 30 days from the first payment.
- 7) You will have to bear the cost of testing and also the cost of transit insurance.
- 8) Packing should be standard in such a way that material should not spoil/damage. Spoiled/Damaged material will not be accepted.
- 9) Validity period of your quotation may be extended up to 4 (Four) months.
- 10) Taxes:- No Tax..
- 11) Octroi Exemption Certificates will be issued by the consignee. If the certificate is not accepted by the local authorities, then the octroi charges will have to be paid by you.
- 12) Clause No. 7 Inspection:- Inspection by the consignee / purchasing officer after supply of stores will be done in the presence of supplier. The sample will be sent to approved Government laboratory for testing. Testing charges will be recovered from the supplier.
- 13) If the material fails in laboratory testing the supplier has to lift the material at his own cost & risk from the jail godown.

- 14) The price should be firm during the validity period of this contract. Price escalation clause is not acceptable. Penalty clause will be applicable in case of late delivery of stores.
- 15) The quantity indented is subject to ± 5 % variations.
- 16) If necessary for recovery of dues arrears of land revenue act will be implemented.
- 17) N.B.- The Firm has Paid Security deposit & executed an Agreement Bond as per Clause No.3 & 16 of A.T.

AUTHORISED SIGNATURE