

TENDER NO : 003/ 2012
DUPLICATE

ORIGINAL /



MODEL POLYTECHNIC college

KARUNAGAPPALLY-690562

KERALA STATE

Phone: 0476-2623597

T E N D E R

Containing General Conditions of Contract and
Schedule for the supply of

Name of Tenderer :
Address :
Signature of Tenderer :

Last date and time for the receipt of Tenders:-20/12/2012 3PM

Date and Time of Opening Tenders :- 20/12/2012 3.30 PM

FORM OF TENDER

From

To

Sir,

I / We hereby tender to supply, under the annexed general conditions of contract, the whole of the articles referred to and described in the attached specification and schedule, or any portion thereof, as may be decided by the Principal, Model Polytechnic College, Karungappally at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule.

* I / We / am / are remitting / have separately remitted the required amount of Rs.....
.....as earnest money.

Yours faithfully,
(Signature) -----

(Address) -----

Date-----

- To be scored in cases where no earnest money deposits is furnished.

GENERAL CONDITIONS

Sealed tenders are invited for the supply of the material as specified in the schedule below:-

1. The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and the name shown below duly super scribed on the cover.
2. The tenders should be in the prescribed form which can be obtained from the officer mentioned below on payment of the price which is also noted below. Duplicate copies of tender forms will also be issued at the rate specified below. The cost of tender forms once paid will not be refunded. Tender which are not in the prescribed form are liable to be rejected. The rates quoted should only in Indian currency. Tenders in any other currency are liable to rejection.
3. Intending tenders should send their tenders so as to reach the officer mentioned below, on due date and time (noted below).No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
4. (a) Every tenderer who has not registered his name with the State The Principal (Stores Purchase Department), should send along with his tender, an earnest money of one percent of the total cost of the articles tendered for (rounded to the nearest rupee) subject to a minimum of Rs.30, if the amount calculated at one percent of the value of the articles tendered for falls below Rs.30. The amount may be paid by either by remittance into any Government Treasury in chalan in duplicate, duly countersigned by the Officer mentioned below or by Demand Draft (crossed) on the local branch of State Bank of Travancore / State Bank of India drawn in favour of the officer mentioned below. In the case of remittance into the treasury, chalan receipt should be forwarded along with the tender. Cheques will not be accepted. The earnest money of the unsuccessful tenders will be returned within a period of one month after the tenders are settled; but that of the successful tenderer will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract.“If the Earnest Money Deposit of the successful tenderer is not refunded within three months of finalization of the contract interest at the rate of interest paid for S.B account by nationalized banks will be paid on the Earnest Money Deposit”.

- (b) Tenders whose names are registered with the Principal are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms.

Registered firms will have to quote invariable in every tender they submit the registration number assigned to them by the Stores Purchase Department.

(c) (i) Small Scale Industries and Cottage Industries and Industrial Co-operatives within the State which are certified as such by the Director of Industries and Commerce or by the Regional Joint Directors of Industries and Commerce will be exempted from furnishing earnest money deposit in support of tenders submitted by them to government Departments. The Khadi and Village Industries Co-operative Societies and institutions registered under the Literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within that State which are certified as such by the Secretary, Kerala Khadi and Village Industries Board will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. Government Institutions/State Public Sector Industries which manufacture and supply stores will also be exempted from furnishing earnest money for tenders submitted by them.

(ii) Small Scale Industries, Cottage Industries and Industrial Co-operatives within the State which have been registered as such with the Industries Department (Department under the control of the Director of Industries and Commerce) on furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that an officer of and above the rank of Deputy Director of Industries and Commerce having jurisdiction over the area also certifies to the soundness and reliability of the concerns to undertake the contracts.

The Khadi and Village Industries Co-operative Societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the institution registered under the Literary, scientific and Charitable Societies Act and which are financed by the Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that the Secretary, Kertala Khadi and Village Industries Board also certifies the soundness and reliability of the concerns to undertake the contracts. Government Institutions or any institutions listed in Appendix XVI which supplies stores, and government of India undertakings will also be exempted from furnishing security in respect of contracts for supply of stores.

(d) In the matter of purchase of stores by the State Government Departments, Small Scale Industrial Units sponsored by the National Small Scale Industries Corporation Limited, New Delhi and in respect of which competency certificates are issued by the Corporation will be exempted from payment of Earnest Money Deposits and Security Deposits.

- (e) The exemption stipulated in clauses (b), (c) and (d), above will not however, apply to tenders for the supply of raw materials or dietary articles or supply of stores on rate or running contract basis.
5. The tenders will be opened on the appointed day and time in the office of the Principal in the presence of such of those tenderers or their nominees who may be present at that time.
 6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money, if any deposited by him will be forfeited to the Polytechnic or such action taken against him as the Principal thinks fit.
 7. Tenderer shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
 8. (a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of certification mark along with their tender in support of it.
(b) Tenderers shall clearly specify whether the goods are offered from indigenous sources from imported stocks in India or from foreign sources to be imported under a license. The Principal reserves the right to reject offers for import of goods if the import trade control policy in force at the time of award of the contract prohibits or restricts such imports.
 9. The final acceptance of the tenders rests entirely with the Principal who does not bind himself to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
 10. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
 11. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless; the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out para 12 below.
 12. (a) The successful tenderer shall before signing the agreement and within the period specified in the letter of acceptance of his tender deposit a sum equivalent to 5 percent of the value of the contract as security for the value of the contract as security for the satisfactory fulfillment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in clause 4 supra or in Government Treasury Savings Bank and the Pass Book pledged to Purchasing Officer or in Fixed Deposit Receipts of State Bank of Travancore/State Bank of India endorsed in favour of the above officer. Letters of

guarantee in the prescribed form for the amount of security from an approved Bank will also be considered though at the discretion of The Principal. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to the Polytechnic and contract arranged elsewhere at the defaulter's risk and any loss incurred by Polytechnic on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.

(b) In cases where a successful tenderer, after having made partial supplies fails to fulfill the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer, be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the Government towards damages be recovered from the defaulting tenderer.

(c) Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

(d) If the contractor fails to deliver all or any of the stores or person the service within the time/period (s) specified remedies under the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchase may consider termination of the contract at the risk and cost of the contractor.

13. The security deposit shall subject to the conditions specified herein be returned to the contractor within three months after the expiration of the contract. But in the event of any dispute arising between the Principal and the contractor, the Principal shall be entitled to deduct out of the deposit or the balance thereof, until such dispute determined. The amount of such damages costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may also be deducted from any other sum which may be due at any time form the Polytechnic to the contractor. In all cases where there is guarantee for the goods supplied the security deposit will be released only after the expiry of the guaranteed period. "the Security Deposit is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor, interest at the rate of paid for S.B.Accounts by nationalized banks will be paid on the security Deposit".

(a) "If the earnest Money Deposit/Security Deposit is not released within the period specified for no fault of the Contractor, the loss incurred to Government shall be

made good from the Officer responsible for the belated release of the Earnest Money Deposit/Security Deposit”.

14.(a) All payments to the contractor will be made by the purchasing officer in due course:

(i) Either by Departmental cheque /Demand Draft payable on any Nationalized bank/scheduled bank at Karunagappally as decided by the Principal.

(b) All incidental expenses incurred by the Principal for making payments outside the district Payment in which the claim arises shall be borne by the contractor.

15.The tenders shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.

16. Ordinarily payments will be made only after the supplies are actually verified and taken to stock but in exceptional cases, payments against satisfactory shipping documents including certificates of Insurance will be made up to 90 percent of the value of the materials at the discretion of The Principal bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through banks. In exceptional cases where the stamped receipts of the Bank (i.e; counterfoils of pay-in-slips issued by the Bank)alone may be accepted as a valid proof for the payment made.

17. The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to resend such consent (if given) at any anytime if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

18. (a) In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business of the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damage amounting to the

whole of his security deposits, the contract shall, there upon, after notice given by the Purchasing Officer to the contractor, be determined and the department/Government may complete the contract in such time and manner and by such persons as the Department/Government shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Principal against the contractor of his sureties in respect of any breach of contract there to fore committed by any breach of contract by the contractor shall be paid by the contractor to the Principal, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

19. (a) In case the contractor fails to supply and delivery any of the said articles and things within the time provided for delivery of the same or in case the contractor commits any breach of any of the covenants stipulations and agreements herein contained and on his part to be observed and performed then and in any such case, it shall be lawful for the Principal if he thinks fit to do so to arrange for the purchase of the said articles and things from elsewhere or an order in writing under the hand of the purchase the Principal. Model Polytechnic by an order in writing under the hand of the purchasing officer put an end to his contract and in case the Principal. Model Polytechnic shall have incurred. Sustained or been put it any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price compensation, loss, costs, damages expenses or other moneys shall then or anytime during the continuance of this contract, it shall be lawful for the Principal, Model Polytechnic from and out of any moneys for the time being payable or owing to the contractor from the Principal under or by virtue of this contract or otherwise, to pay and reimburse the Principal all such costs, damages and expenses they may have sustained, incurred or be put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price compensation, loss, costs, damages', expenses and other moneys and shall for the time being be payable by the contractor aforesaid.

(b) In case any difference or dispute arises in connection with the Contact, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing office voluntarily resides.

20. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or The Principal or any other person authorized by The Principal and set off against any claim of the Purchasing Officer or the Principal for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing Officer or any other person authorized by the Principal. Any sum of money due and payable to the successful tenderer or contractor from The Principal shall be adjusted against any sum of money due to The Principal from him under any other contracts.

21. every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may

be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place abode or business.

22. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.

23. (a) No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if the Principal is convinced of any compelling need for enhancement of rate, it may do so.

24. Any attempt on the part of the tenderer or their agents to influence the Departmental/stores Purchase

25. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.

26. Samples should be forward if called for and unapproved samples *got* back by the tenderers at their own cost. Samples sent by V.P Post or 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so dispatched as to reach the Purchasing Officer not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately and not along with the tender since the tender will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. The Principal will not be responsible if any sample is found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of samples. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.

27. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tender.

28.(a) The prices quoted should be inclusive all taxes, duties, cesses etc, which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.

(b) In case payment of customs/excise duty is to be made by the Purchasing officer, the Purchasing officer will pay the duty on the "unloaded invoice" only in the first instance any difference being paid when the tenderer produces the final assessment orders later.

29. The tenderer will invariably furnish the following certificate with their bills for payment.

“Certified that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act or the State Sales Tax Act or the Rules made there under and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made there under. Certified further that we (or our Branch or Agent)

(Address)

Are registered as dealers in the State of.....
.....under Registration No..... for purposes of sales tax.”

30. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

31. (This applies only to the case of supply contracts where works such as erection and construction have also to be done. This may be scored out when not applicable). In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract the same shall be referred to the award of an arbitrator to be nominated by the purchasing officer and an arbitrator to be nominated by the contractor or in case of the said arbitrators not agreeing then to the event of their not agreeing of the umpire appointed by them shall be final and conclusive and the provision of the, Indian Arbitration Act, 1940 and of the rules there under and any statutory modifications thereof shall be deemed to apply to and be incorporated in this contract. Upon every and any such reference the assessment of the costs incidental to their reference and ward respectively shall be in the discretion of the arbitrators or in the event of their not agreeing of the umpire appointed by them. The venue of arbitration shall be the place from which the acceptance of tender is issued or such other place as the purchaser at his entire discretion may determine.

32. The tenderer should send along with his tender an agreement executed and signed on Kerala Stamp Paper value Rs.100 purchased in the Kerala state. Stamp paper will be supplied to firms outside Kerala along with the tender forms on payment of Rs.110 (Rs.100 being the value of the stamp paper and Rs.10 incidental charges) which may be remitted by money order in advance. A specimen form of agreement is given as annexure to this tender. Tenders without the agreement is given in stamped paper will be rejected outright. But in deserving cases where agreement has not been received, the purchasing officer may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.

Superscription : Tender No.E/196/2010-12 for Furniture

Last Date and Time of Sale of Tender Forms : 20/12/2012 2 PM

Due date and time for receipt of tender : 20/12/2012 3 PM

Date and Time for opening of tender : 20/12/2012 3.30 PM

Date up to which the rates are to be firm : 6 Months

Price of tender form : Rs.400 + 13.5% VAT

Price of duplicate copy :

Address of officer from whom tender forms are : The Principal, Model Polytechnic College,
To be obtained and to whom tenders are to be : Karunagappally, Edakkulangara PO, Kerala,
Sent PIN-690562

Name of Office : Office of the Principal, Model Polytechnic,
Karunagappally, Edakkulangara PO, Kerala,
PIN- 690562

Name and designation of the Purchasing Officer : The Principal, Model Polytechnic College,
Karunagappally, Edakkulangara PO,Kerala, PIN-
690562

SCHEDULE OF MATERIALS

Sl. No.	Specifications	Quantity	Unit
1	2	3	4
1	Laminated computer Table with Keyboard slider having Locking provision -MDF Thickness 22mm (36"X20"X 30")	40	Number
2	Plastic Molded Arm chair (Heritage type) Best Quality/ Reputed Brand.	60	Number

Whether Samples essential : Yes/Photograph of the Sample with Tender.
On accepting Tender one sample of each should be Produced before Supply order

Period within which goods should be delivered : Within Two Weeks from the date of Supply order

Rates should be quoted for delivery

FOR KARUNAGAPPALLY
AT Model Polytechnic Store, Karungappally

Other special conditions : Terms of Guaranty/ Warranty should be clearly Specified

**ANNEXURE
AGREEMENT**

Articles of agreement executed on this the
Day of..... one thousand nine hundred and
.....BETWEEN the Principal, Model Polytechnic College, Karungappally (here in after referred to as the ‘ Polytechnic College’) of the one part and Sri..... (H.E name and address of the tenderer) hereinafter referred to as “the bounden” of the other part.

WHEREAS in response to the notification No.....
Dated..... the bounden has submitted to the Polytechnic a tender for the..... Specified herein subject to the terms and conditions contained in the said tender.

WHERE as the bounden has also deposited with the Polytechnic College a sum of Rs..... as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Polytechnic College.
NOW THESE PRESENTS WITNESS AND IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:-

1. In case the tender submitted by the bounden is accepted by the Polytechnic College and the contract for is awarded to the bounden. The bounden shall within.....days of acceptance of his tender execute an agreement with the Polytechnic incorporating all the terms and conditions under which the Polytechnic College accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract. The Polytechnic College shall have power and authority to recover from the bounden any loss or damage caused to the Polytechnic College by such breach as may determined by the Polytechnic College by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to the Polytechnic under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable as decided by the Polytechnic College.

In witness where of Shri..... (H.E. name and designation)for and on behalf of the Principal, Model Polytechnic College and Shri..... the bounden have hereunto set their hands the day and year shown against their respective signatures Signed by

Shri..... (date)
In the presence of witness.

1.
2.

Signed by Shri..... (date).....
In the presence of witness

1.
2.