

Tender No.

MAHATMA GANDHI UNIVERSITY



TENDER

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:-

GENERAL CONDITIONS

Sealed tenders are invited for the supply of the materials as specified in the schedule below/attached:-

1. The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly superscribed 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. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.

3. Intending tenderers 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 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 government (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 articles tendered for falls below Rs. 30. The amount may be paid either by remittance into any Government Treasury in chalang in duplicate, duly countersigned by the officer mentioned below, or by Demand Drafts (crossed on the local branch of the 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 tenderers will be returned as soon as possible after the tenders are settled, but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. No interest will be paid for the earnest money deposited.

b) Tenderer whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such articles for which they are 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 invariably in every tender they submit the registration number assigned to them by the Stores Purchase Department.

c) Small Scale Industries and cottage Industries within the state, which are certified as such by the Director of Industries and Commerce or by the Regional Joint Director of Industries and Commerce will be exempted from furnishing earnest money against tenders and security deposit against contracts for supply of stores manufactured by them. In respect of security deposits the soundness and reliability of the concerns to undertake the contract should also be certified by the Director of Industries and Commerce or by the Regional Joint Director of Industries and Commerce.

d) The exemption stipulated in clauses (b) and (c) 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 undersigned, 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 University or such action taken against him, as University think fit.

7. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.

8. a) The tenderers 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 licence. University 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 University who do not bind themselves 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 with in the period to be specified in the letter of acceptance. The contractor shall have to pay all the stamp duty, lawyer's charges and other expences incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in 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 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 the 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 officier. Letters of gurantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of University. 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 University, and the contract arranged elsewhere at the defaulter's risk and any loss incurred by University 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 fulfil the contracts in full, all or any of the materials not supplied may at the descretion of the Purchasing Officier, 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 University shall thereby together with sums as may be fixed by the University 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.

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 University and the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the University and the contractor. In ll cases where there are gurantee for the goods supplied the security deposit will be released only after the expiry of the gurantee period.

14 a) All payments to the contractors will be made by the Purchasing Officer in due course:

i) by cheques or drafts on the State Bank of Travancore (at any of their Principal Branches in India)

ii) in the case of supplies from abroad drafts as may be arranged between the contracting parties,

b) All incidental expences incurred by the University for making payments outside the District in which the claim arises shall be borne by the contractor.

15. The tenderers 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 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 University. Bank charges incurred in connection with payment against documents through Bank will be to the account of the contractor. The firms will produce stamped preccepted invoices in all cases where payments (advance / final) for release of railway receipts shipping documents are made through banks. In exemptional cases where the stamped receipts of the Firms are not received for the payments (in advance) the unstamped receipt of the bank (ie., counterfoils of pay-in slips issued by the Bank) alone may be accepted as valid proof for the payment made.

17. The contractor shall not assign or make over the contract or the benefits or burdens there of 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 there of without the consent in writing of the Purchasing Officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time 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 any composition with his creditors for the settlement of his debts, or carries on his business or the contract under inspection on behalf of 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 damages amounting to the whole of his security deposits, the contract shall thereupon, after notice given by the Purchasing Officer to the contractor, be determined and the University may complete the contract in such time and manner and by such persons as the University shall think fit. But determination of the contract shall be without any prejudice to any right or remedy of the University against the contractor or his sureties in respect of any breach of contract theretofore committed by the contractor. All expences and damages caused to University by any breach of contract by the contractor shall be paid by the contractor to University, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

b) The persons / contractors submitting tenders should produce a solvency certificate, clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside, along with their tenders.

NOTE:- The solvency certificate referred to above will apply only in the case of supply of the following articles viz, dietary articles, fuels, raw materials like roots, creepers, flowers, etc., and provisions to hospitals and hotels, sundry articles, etc.

19. a) In case the contractor fails to supply and deliver any of the said articles and thing 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 University (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the University by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the University shall have incurred, sustained or been put to any costs, damages or expences 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 any time during the continuance of this contract be payable by the contractor to the University under and by virtue of this contract, it shall be lawful for the University from and out of any moneys for the time being payable or owing to the contractor from the University under or by virtue of this contract or otherwise, to pay and reimburse to the University all such costs, damages and expences they may have sustained, incurred or been 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 as shall for the time being be payable by the contractor aforesaid.

b) In case any difference or dispute arises in connection with the contract, all legal proceedings relating

to the matter shall be instituted in the court within whose jurisdiction the Purchasing Officer voluntarily resides.

20. Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Purchasing Officer or University any other person authorised by University and set off against any claim of the Purchasing Officer or University 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 University or any other person authorised by University. Any sum of money due and payable to the successful tenderer or contractor from University shall be adjusted against any sum of money due to university from him under any other contracts.

21. Every notice hereby required or authorised 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 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 of abode or business.

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

23. a) If No representation for enhancement of rates once accepted will be considered,

b) In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the University.

24. Any attempt on the part of the tenderers or their agents to influence the Department / Stores Purchase Department in their favour by personal canvassing with the officers concerned will disqualify the tenderers.

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 forwarded 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 University. Samples sent by post, railway or plane should be so despatched so as to reach the Purchasing Officer not later than the date on which the tenders are due. In the case of sample 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.

University will not be responsible if any sample if 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 seperate 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 immediatelly followed by confirmation with full relivant details posted before the due date of the tender.

28. a) The prices quoted should be inclusive of 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 orgin/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 Officier, the Purchasing Officier will pay the duty on the "unloaded invoice pace" only in the first instances, any difference being paid when the tenderer produces the final assessment orders later.

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

"Certified that the goods on which the 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 thereunder and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the Rules made thereunder. Certified further that we (or our Branch or Agent)

(Address)

are registered as dealers in the State of
.....
and/or Registration No.
for purposes of sales tax."

30. Final payments will be made only on the production by tenders the tax clearance certificates relating to agricultural income tax, sales tax and income tax.

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

32. (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 award of an umpire to be appointed by the arbitrators in writing before proceeding on the reference and the decision of the arbitration or in 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 thereunder and any statutory modifications there of 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 award 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 arbitrations shall be the place from which the acceptance of tender is issued or such other place is the purchaser at his entire discretion may determine.

33. The tenderer should sent along with his tender an agreement executed and signed in kerala stamp paper worth Rs 15/-A specimen form of agreement is given as annexure to this tender. Tenders without the agreement in stamped paper will be rejected outright.

Superscription-Tender No..... for.....

Due date and time for receipt of tender

Date and time for opening of tender

Date up to which the rates are to be firm

Price of tender form

Price of duplicate copy.

Address of officer from whom tender forms are to be obtained and to whom tenders are to be sent.
(Name and designation of Purchasing Officer)

Name of office:
Station and date:

SCHEDULE OF MATERIALS

Sl.No.	Specifications	Quantity	Unit	Rate		Total		Remarks
				Rs.	Ps.	Rs.	Ps.	
1	2	3	4	5	6	7		

Whether Samples essential:

Period with in which goods should be delivered:

Rates should be quoted for delivery for
at Departmental Stores

Other special conditions:

ANNEXURE
Agreement

Articles of agreement executed on this the.....day of.....Two thousand and
..... BETWEEN The Mahatma Gandhi University (hereinafter referred to as
"the University") of the one part and Shri.....

(H.E. name and address of 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 University a tender for the specified therein subject to the
terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with the Universty a sum of Rs..... as earnest money
for execution of an agreement undertakeing the due fulfillment of the contract in case his tender is accepted by the
University.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:-

1. In case the tender sumitted by the bounden is accepted by the University and the contract for
..... is awarded to the boundn,the bounden shall within
.....days of acceptance of his tender execute an agreement with the University incorporat-
ing all the terms and conditions under which the University accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the
contract,the University shall have power and authority to recover from the bounden any loss or damage caused to the
University by such breach as may be determined by the University by appropriating the earnest money deposited by the
bounden and if the earnest money is found to be inadequate the deflict amount may be recovered from the bounden and
his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to the University under or by virtue of this agreement shall be recoverable from the bounden and
his properties movale and immovale under the provisions of the Recovery Act for the tme being in force as though such
sums are arrears of land revenue and in such other maner as the University may deem fit.

In witness there of shri.....(H. E. name and designation) for and on behalf of the
Registrar Mahatma Gandhi University 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 witnesses:

1

2

Signed by Shri..... date.....

In the presence of witnesses:

1

2