

TENDER No.....

Sl. No.

COLLEGE OF ENGINEERING

KARUNAGAPPALLY-KOLLAM

KERALA-690518

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

FORM OF TENDER

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, College of Engineering Karunagappally, Kollam Dist 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 amount of Rs.....
.....as earnest money.

Yours faithfully

(Signature).....

(Address)

.....

.....

Date.....

GENERAL CONDITION

Sealed tenders are invited for the supply of the materials 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 superscripted 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 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 rate will be considered firm for acceptance till the date mentioned below. Tenders with price variation are liable to be rejected.

4. Every tender should send along with his tender, an earnest money of one per cent of the total cost of the articles tendered for (rounded to the nearest rupee) subject to a minimum of Rs.30. The amount may be paid by demand draft (crossed) on the Karunagappally branch of State Bank of India drawn in favour of the officer mentioned below. The earnest money of the unsuccessful tenders are settled; but that of the successful tenders will be adjusted towards the security that will have to be deposited for the satisfactory fulfilment of the contract. No interest will be paid for the earnest money deposited

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 tenders or their nominees who may be present at that time.

6. If any tenderer withdraws 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 Institution or such action, taken against him as the Principal thinks fit.

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

8. (a) The tenders 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) The tenders 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. The Principal reserves the right to reject offers for import 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 tenders 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. Nevertheless, the successful tenders shall also execute an agreement for the due fulfilment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyers' 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 in para 12 below.

11. (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of the tender, deposit a sum equivalent to 5 percent of the value of the contract as security for the satisfactory fulfilment 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. 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 Institution and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the Institution account of the purchase will be recovered from

the defaulter who will, however, not entitled to any gain accruing thereby

(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 discretions of the Purchasing Officer, be purchased by means of another tender quotation or by negotiation from the next higher tenderer who had offered from the next higher tenderer who had offered to supply already and the loss, if any, caused to the Institution shall thereby together with such sums as may be fixed by the Institution towards damages be recovered from the defaulting tenderer.

12. 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 deposits of the balance thereof , until such dispute is 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 be due at anytime from the Institution to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expire of the guarantee period.

13. M1 payment to the contract will be made by the purchasing officer in due course by cheque only an any schedule bank at Karunagappally decided by the Principal.

14. Payment will be made only after the supplies are completed by the contractor and taken to stock of the College of Engineering Karunagappally, Kollam after due verification. No part Payment will be made

15. (a) In case the contractor fails to supply and deliver 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 in his part to be observed and performed then and any in 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 on behalf of the Principal,

College of Engineering by an order in writing under the hand of the purchasing officer put an end , to this contract al-id in case the Principal, College of Engineering shall have incurred , sustained or been put to 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 money shall then or any time during the continuance of this contract by payable by the contract to College of Engineering under any by virtue of this contract, it shall be lawful for the Principal, College of Engineering Karunagappally from and moneys for the time being payable or owing to the contractor from the Principal under or by virtue this contract or otherwise to pay and reimburse the Principal all such costs, damages and expenses 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 and 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.

16. (a) 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 inform to the Principal

17. Tenders 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

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

19.(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 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 price” only in the first instance any difference being paid when the tendere produces the final assessment orders later

20. 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

21. The tenderer should send along with his tender an agreement executed and signed on Kerala Sm. Paper worth Rs.200/- specimen form of agreement is annexure to this tender, Tenders without the agreement on 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 from :

Price of duplicate copy :

Address of Officer from whom tender forms are

To be obtained and to whom tenders are to be sent: Principal,
College of Engineering Karunagappally,
Thodiyoor P O, Kollam,
KERALA, PIN-690518

Name of Office : Do

Name & designation of the Purchasing Officer : Do

SCHDULE OF MATERIALS

Sl No.	Specification	Quality	Unit	Rate	Amount	CGST	SGST	Total
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Separately attached

Whether samples essentials : If Required : If required

Period within which goods should be delivered

Rates should be quoted for delivery : Immediately after the receipt of the supply order

FOR College of Engineering, Karunagappally, Kollam

at Department Stores..... :

Other special conditions : Payment will be effected after receipt of the stores in good condition

ANNEXURE

AGREEMENT

Articles of agreement executed on this the day ofTwo thousand andBETWEEN the Principal College of Engineering Karunagappally,hereinafter referred to as the Institution 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 a tender for the.....specified herein subject to the terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with the Institution sum Rs..... as earnest money for execution of an agreement undertaking the due fulfilment of the contract case his tender is accepted by the Institution.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

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

In witness whreof Sri.....(H.E.name and designation) for and on behalf of the Principal, College of Eengineering, Karunagappally and Sri.....the bounden have hereunto set their hands the day and year shown against their respective signature.

Signed by Sri.....(dated).....

In the presence of witness:

- 1.....
2.....

Signed by Sri.....(dated).....

in the presence of witness:

- 1.....
2.....