

TENDER NO. No. /487/DST/FIST/15-16

SREE SANKARA COLLEGE, KALADY

MATTOOR P. O., ERNAKULAM DIST, KERALA, PIN: 683 574



TENDER FORM

(Containing General Conditions of Contract and Schedule)

Name of Tenderer:

Address:

Signature of Tenderer:

FORM OF TENDER

From

To

**The Principal,
Sree Sankara College,
Mattoor P.O, Kalady,
Ernakulam, Kerala-683574**

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 Sree Sankara College, Kalady, 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.(Rupees only), as earnest money.

Yours faithfully

Signature

Address... ..

Date:

*(To be scored in cases where no earnest money deposit is furnished)

GENERAL CONDITIONS

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

1. The tenders should be addressed to the officer mentioned below in a sealed cover with the **tender number** and **Purchase of Lab Equipments** duly superscribed on the cover. Each page of tender document should be signed by the tenderer.
2. The tenders should be in the prescribed form which can be obtained from the officer mentioned below or can be downloaded from the college website. The tender form fee (0.2%, with a minimum of Rs.500) should be paid by DD drawn in favour of The Principal, Sree Sankara College, payable at SBI Angamaly. The tender form fee 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. Nevertheless **the equipments of foreign origin are to be quoted in foreign exchange terms and supplied according to the international trade terms.** Whether the quoted price included airport duty, clearance charges, etc. is to be mentioned clearly.
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 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 Government (Stores Purchase Department), should send along with his tender, an earnest money of 2.5% of the total cost of the articles tendered for (rounded to the nearest rupee) [G.O.(P) No. 429/15/Fin Dated, Thiruvananthapuram, 28.09.2015]. The amount may be paid by Demand Drafts (crossed) drawn in favour of the Principal, Sree Sankara College, Kalady, payable at SBI, Angamaly. Cheques will not be accepted. A single demand draft for the cost of tender form and Earnest Money Deposit 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) Tenderers whose names are registered with Government (Stores Purchase Department) 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, 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. **Attested copy of registration certificate must be enclosed with the tender for reference.**
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 deposit 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 or rate on 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 Sree Sankara College, Kalady or such action taken against him as the College think fit.

7. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for. Installation, demonstration etc. at the College should be done by the supplier free of cost.
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 license. The College 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 College 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 tender 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 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 per cent of the value of the contract** as security for the satisfactory fulfilment of the contract less the amount of earnest 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 fixed Deposit Receipt of State Bank of India endorsed in favour of the above officer. Letter of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of College. 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 College, and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the College 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 College shall thereby together with such sums as may be fixed by the College 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 College and the contractor the College shall be entitled to deduct out of the deposit or 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 any time from the College to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.
14. *a)* All payments to the contractors will be made by the Purchasing Officer in due course:-
 - i) by cheques or draft on the State Bank of India (at any of their Principal Branches in India):

- ii) In the case of supplies from abroad by drafts as may be arranged between the contracting parties.
- b) All incidental expenses incurred by the College 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 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 per cent of the value of the materials at the discretion of College. 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 firms are not received for the payments (in advance) the unstamped receipt 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 or 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 rescind such content (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 recession. 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 creditors for the settlement of his debts, or carries on his business or the contract under inspection on behalf of his creditors or in any case 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 his 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 College may complete the contract in such time and manner and by such persons as the College shall think fit. But such determination of the contract shall be without any prejudice to any right or; remedy of the College against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to the College by any breach of contract by the contractor shall be paid by the contractor to the College 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 hostels, sundry articles, etc.
19. (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 on his part to be observed and performed, then and in any such case, it shall be lawful for College(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 College by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the College 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 and expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to the College under and by virtue of this contract, it is shall be lawful for the College from and out of any moneys for the time being payable or owing to the contractor from the College under or by virtue of this contract or otherwise, to pay and reimburse to the College 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 as shall for the time being bepayable 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 returnable to him) under the contract may be appropriated by the Purchasing Officer or College or any other person authorised by College and set off against any claim of the Purchasing Officer or College 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 College or any other person authorised by College. Any sum of money due and payable to the successful tenderer or contractor from College shall be adjusted against any sum of money due to College 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 maybe 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 of abode or business.
22. The tenderer shall undertake to certify and supply latest model of the tendered items.
23. (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 accrue to College.
24. Any attempt on the part of the tenderers or their agents to influence the College 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. 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.
27. (a) **The prices quoted should be inclusive of all taxes, duties etc**, which are or may become payable by the contractor wider 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 tenderer produces the final assessment orders later.
28. **The tenderer will invariably furnish the following certificates 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-mat 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. Certify 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.

29. Final payments will be made only on production of tenderer's the tax clearance certificates relating to Agricultural Income-tax, Sales tax and Income tax.

30. 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.
31. The tenderer should send along with his tender an agreement (Annexure 1) executed and signed in Kerala stamp paper worth Rs. 200. A specimen form of agreement is given as annexure to this tender. Tenders without the agreement in stamped paper will be rejected outright.
32. In case, any discrepancy between the tender document downloaded from the College Website and the master copy, latter shall prevail and will be binding on the tenderers. No claim on this account will be entertained. If any change/addition/deletion is made by the tenderer, the tender will be summarily rejected and full earnest money deposit will be forfeited. The following declaration should be given by the tenderer while submitting the tender:
- 33. Please note that according to Notification No. 45/2017- Central Tax (Rate) dated 14/11/2017 and NO. 47/2017- Integrated Tax (Rate) dated 14/11/2017 issued by Department of Revenue, Ministry of Finance, Govt. of India, this purchase made is eligible for a Tax rate 5% only.**

Declaration

I/we have downloaded tender form from the Website site www.ssc.edu.in and I/we have not tampered / modified the tender forms in any manner. In case, if the same is found to be tampered / modified I/we understand that my/our tender will be summarily rejected and full earnest money deposit will be forfeited and the contract will be terminated at my / our risks and cost.

- (a) I/we am/are submitting a demand draft no. _____ dated _____ issued by _____ for Rs _____ towards the cost of tender form.

Date :

Signature of Tenderer :

(Seal)

Address:

Superscription:-Tender No. N0. /487/DST/FIST/15-16 for Lab Equipments	
Due date and time for receipt of tender	22/03/2019 11.00 am
Date and time for opening of tender	22/03/2019 2.30 pm
Date upto which the rates are to be firm	31 March 2019
Price of Tender form	Refer table given below
Price of duplicate copy	Refer table given below
Address of officer from whom tender forms are to be obtained and to whom tenders are to be sent	Dr. Sumi Mary George Assist. Professor (Co-Ordinator FIST) Department of Microbiology Sree Sankara College Sankar Nagar, Mattoor Kalady P. O., Ernakulam, Kerala- 683574

Name of Office: **Sree Sankara College, Kalady**

Station and date: **Kalady P. O., 08/03/2019**

Principal

SCHEDULE OF MATERIALS

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

Whether samples essential:

Period within which goods should be delivered: One month

Rates should be quoted for delivery f.o.r.....

.....at Departmental Stores.....

Other special conditions:

**ANNEXURE 1
AGREEMENT**

Articles of agreement executed on this the.....day of.....
.....between the Principal of Sree Sankara College, Kalady (here in after referred to as “The College”) of the one part and Shri.....
..... (name and address of the tenderer) (herein after referred to as “the bounden” on the other part).

WHEREAS in response to the notification No.....dated..... the bounden has submitted to the College a tender for the.....specific therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the College a sum of Rs.....
.....as earnest money for the execution of an agreement undertaking the due fulfilment of the contract in case his tender is accepted by the 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 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 College incorporating all the terms and conditions under which the College accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms at conditions governing the contract the College shall have power and authority to recover from the bounded any loss or damage caused to the College by such breach as may be determined by the College appropriating the earnest money deposited by the bounden and if the earnest money is found to b inadequate the deficit amount may be recovered from the bounden and his properties movable an immovable in the manner hereinafter contained.
3. All sums found due to the College under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the College may deem fit.

In witness whereof Shri..... (H.E name and designation) for and on behalf of the Principal of Sree Sankara 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 witnesses:

1.
2.

Signed by Shri (date)

In the presence of witnesses:

1.
2.

SREE SANKARA COLLEGE
MATTOOR, KALADY P. O.,
KERALA-683574, INDIA.

N0.487/DST/FIST/15-16

Date: -08-03-2019

Sealed tenders are invited for the supply/installation of following items under DST-FIST fund (N0.487/DST/FIST/15-16) dated 24-11-2014. Details and tender forms can be had from the office of the undersigned during working hours. The tender forms and other details can also be downloaded from the website www.ssc.edu.in Tender in the downloaded tender format will be accepted if the cost of tender schedule is attached with the tender by a separate DD in favour of the Principal, SreeSankara College, Kalady payable at the SBI, Angamaly.

Tender No.	Particulars of the items required	EMD, Tender fee
1.	Fume Exhaust Hood	3750, 500+ GST
2.	Disperser – Homogeniser	3750, 500+ GST

Last date of submission of tender : 22-03-2019, 11.00 a.m.

Date of opening : 22-03-2019, 2.30 p.m.

Sd/-

Principal

ITEMS AND SPECIFICATIONS

Tender No. 1: Fume Exhaust Hood	
Specifications	Quantity
<ul style="list-style-type: none">• The hood must allow the user to work in a safe and efficient manner.• The hood must be spacious to occupy apparatus and containers.• The interior of the hood must resist the corrosive effects of chemicals and should be selected based on the lab requirements.• Cables & wires should be 'Fire Retardant' grade.• Sink, Water tap with drain arrangement• Chemical and Heat Resistant, Fire Retardant, smooth Finish, easily cleanable panels should be made out of durable PRL integral work walls.• Granite worktop• Fluorescent light should be provided inside the chamber• Equipped with drawers and a closed storage area with a provision for locking system.	02
Tender No. 2: Disperser – Homogeniser	
Specifications	Quantity
<ul style="list-style-type: none">• Volumes from 1 – 1500 ml• Wide speed range from (3000 – 30,000 rpm)• Digital speed display• Electronic speed control• Electronic overload protection• Soundless operation• Stainless steel jar equipped with vacuum pump• Suitable voltage stabiliser, head clamp should be provided• The equipment should be provided with all necessary accessories and spare parts to run without hindrance.	01