

Tender No. 01/2011-12



KERALA NON RESIDENT KERALITES WELFARE BOARD

TENDER

Containing General Conditions of Contract and Schedule for Supply of Electronic Equipments - Computers, Printers and Photocopier.

Name of Tenderer:

Address:

Signature of Tenderer:

Last date and time for the receipt of tender: 25.06.2011 3.00 PM

GENERAL CONDITIONS

Sealed tenders are invited for the supply of the materials as specified in the schedule 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 super scribed on the cover.
2. The tenders should be in the prescribed form which can be obtained from the officer mentioned below. 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 be rejected
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' conditions are liable to be rejected.
4. Tenderer can quote for one item or more than one item or all items listed in detail in the tender notice.
5. (a) Every tenderer should send along with his tender an earnest money of one per cent of the total cost of the quoted articles (rounded to the nearest rupee) subject to a minimum of Rs. 30, if the amount calculated at one per cent of the value of the quoted articles falls below Rs. 30. The amount may be paid by demand draft drawn in favour of the officer mentioned below. 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 or which they have registered their names. If the tender is for articles 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)(i) Small Scale Industries and Cottage Industries and Industrial Co-operative 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 deposits in support of tenders submitted by them to Government Departments. The Khadi and Village Industries Co-operative Societies and the institutions registered under the Literary Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within the 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.

(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 deposits 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 Institutions registered under the Literary, Scientific and Charitable Societies Act and which are financed by the Kerala Khadi and Village Industries Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contract of supply of stores manufactured by them provided that the Secretary, Kerala Khadi and Village Industries Board also certifies to the soundness and reliability of the concerns to undertake the contracts.

(d) In the matter of purchase of stores by the State Government Departments, Small Scale industrial Units sponsored by the National Small Industries Corporation Ltd., 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 deposit.

6. 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.
7. 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 Board or such action taken against him as the Board think fit.
8. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
9. (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 Board 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.

10. The final acceptance of the tenders rests entirely with the Board 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.
11. In the Case of materials of technical nature the successful tenderer would be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
12. 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 13 below.
13. (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 fulfillment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited as demand draft taken in favour of the undersigned officer. Letters of guarantee in the prescribed form for the amount security from an approved Bank will also be considered enough at the discretion of the Board. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposit by him will be forfeited to the Board, and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the Board on account of 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 Board shall thereby together with such sums as may be fixed by the Board towards damages be recovered by 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 items or perform the service within the time/ period (s) specified in the contract, 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 items for each week of delay until actual delivery up to a maximum deduction of 10 % of the contract prices of the delayed items. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor vide G.O. (Ms) No. 8/96/SPD dated 9/08/1996.

14. 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 Board and the contractor, the Board shall be entitled to deduct out of the deposits 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 the Board 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.
15. (a) All payments to the contractors will be made by the purchasing officer in due course :-
 - i. By drafts on the Reserve Bank of India, State Bank of India and state Bank of Travancore (at any of their principal branches in India).
 - ii. By cheques on the Reserve Bank of India, State Bank of India and state Bank of Travancore (at any of their principal branches in India).
- (b) All incidental expenses incurred by the Board for making payments outside the District in which the claim arises shall be borne by the contractor.
16. The tenderers shall quote also the percentage or rebate (discount) offered by them in case the payment is made promptly within fifteen days/ within one month of taking delivery
17. 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 Board. Bank charges incurred in connection with payment against documents through bank will be to the account of the Contractor.
18. 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 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.

19. In case the Contractor becomes insolvent, or goes into liquidation, or makes or proposes to make any assignment of the benefits of his creditors or proposes any composition with his creditors, for the settlement of his debts, 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 Board may complete the contract in such time and manner and by such persons as the Board shall think fit. But such determination of the Contract shall be without any prejudice to any right or remedy of the Board against the Contractor or his sureties in respect of any breach of contract there to fore committed by the Contractor. All expenses and damages caused to the Board by any breach of contract by the Contractor shall be paid by the Contractor to the Board, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.
20. (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 in any such case, it shall be lawful for the Board (if the Board shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Board by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the Board shall have incurred, sustained or been put to any costs, damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to the Board under and by virtue of this contract or otherwise, to pay and reimburse to the Board all such costs, damages and expenses they 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
21. 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 Board or any other person authorized by Government and set off against any claim of the Purchasing Officer for the payment of the sum of money arising out of or under any other contract made by the contractor with Purchasing Officer or Government or any other person authorized by Government or the Board. Any sum of money due and

payable to the successful tenderer or contractor from the Board shall be adjusted against any sum of money due to Board from him under any other contracts

22. Every notice here by 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 of abode or business.
23. No representation for enhancement of rates once accepted will be considered.
24. Any attempt on of the part of the tenderers or their agents to influence the Board in favour of personal canvassing with the officers concerned will disqualify the tenderers.
25. Tenderers should be prepared to accept orders subject to the penalty clause about forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.
26. 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 law or rules of the country of origin supply or delivery during the course of execution of the contract.
27. The tenderer shall invariably furnish the following certificates with their will for payment:-

“Certified that the good on which sale 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 provisions of the relevant Act or the rules made there under.

Certified that we _____ are registered as dealers in the state of _____ under registration No _____ for the purpose of sales tax.”

28. Final payments will be made only on production by tenderers the tax clearance certificates relating to income tax and sales tax.
29. 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.

30. The tenderer should send along with this tender an agreement executed and signed in Kerala stamp paper of value Rs 100/- purchased from Kerala state. A specimen form of agreement is given as annexure to this tender. Tenders without the agreement in stamp 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 tender to execute the agreement within a period of ten days from the date of issue of such intimation, if the Purchasing Officer is satisfied that the omission to forward the agreement along with the tenderer 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 01/2011-12 for the Supply of Electronic Equipments –
Computers, Printers and Photocopier

Due date and time for receipt of tender : 25.06.2011 3.00 PM
Due date and time of opening of tender : 25.06.2011 4.30 PM
Date upto which the rates are to be firm : 25.08.2011

Address of officer from whom tender forms are to be obtained and to whom tenders are to be sent

***The Chief Executive Officer,
Kerala Non Resident Keralites Welfare Board.
Manikanta Towers, Jawahar Nagar, Kowdiar P.O.
Thiruvananthapuram***

Chief Executive Officer,
Kerala Non Residents Keralites Welfare Board

Annexure

AGREEMENT

ARTICLES OF AGREEMENT executed on this theday of and.....BETWEEN The Kerala Non Resident Keralites Welfare Board (hereinafter referred to as “KNRKWB”) of the one part and Shri..... (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.....datedthe bounden has submitted to KNRKWB, a tender for thespecified therein subject to the terms and conditions contained in the said tender;

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

1. In case the tender submitted by the bounden is accepted by KNRKWB and the Contract (for is awarded to the bounden, the bounden shall withindays of acceptance of his tender execute an agreement with KNRKWB incorporating all the terms and conditions under which KNRKWB accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract , KNRKWB shall have power and authority to recover from the bounden any loss or damage caused to KNRKWB by such breach as may be determined by KNRKWB 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 the bounden and his properties movable and immovable in the manner hereinafter contained.

3. All sums found due to KNRKWB 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 KNRKWB may deem fit.

In witness whereof Shri.....(H.E. name and designation) for and on behalf of KKNRKWB 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.