

GENERAL CONDITIONS

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

- 1) The tenders should be addressed to the Officer mentioned below in 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 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, before the 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 variations clause and/ or 'subject to prior sale' conditions are liable to be rejected.
- 4) (a) Every tenders should enclose 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.50/-. The amount may be paid, by demand draft (crossed) on the local branch of Nationalized banks/District Co-operative banks/KSCB payable at Cheemeni Cheques will not be accepted. The earnest money of the unsuccessful tenders will be returned as soon as possible after the tenders are settled; but that of the successful tenders 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.
- 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 tenders or their nominees who may be present at that time.
- 6) If any tender 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 or such action taken against him as the Principal deems fit.
- 7) Tenders shall invariably specify in their tenders 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) 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 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 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) In the case of materials of technical nature the successful tenders 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 tenders 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 penalties set out in para 12 below.
- 12) (a) The successful tender 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 contract as security for the satisfactory fulfillment 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 the clause 4 supra to purchasing officer or in Fixed Deposit Receipts of Nationalized Banks/ District Co-operative Banks/ KSCB endorsed in favor of the above officer. Letters of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of purchasing Officer. 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 Principal and the contract elsewhere at the defaulter's risk and any loss incurred by the Principal on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby.

(b) In case 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 Principal towards damages be recovered from the defaulting tenders.

(c) Even in cases where no alternative 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 expiry of the contract, but in the event of any dispute arising between the Principals or Institutions concerned and the contractor, the Principal 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 any other sum which may be due at any time from Principal to 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 contractor will be made by the Purchasing Officer/ or persons duly authorized by him as indicated in the Supply Order in due course:-

- (i) by cheques payable at the Anchalumoodu Branch of the District Co-operative Bank Kollam/ or other branches of District Co-operative Bank.
- (ii) In case of supplies from abroad by drafts as may be arranged between the contracting parties.

(b) All incidental expenses incurred by the Principal for making payment outside the District 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 of the payment is made promptly within 15 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 receipt / shopping 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 receipts of the bank (ie., 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 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 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.

18) (a) In case the contractor becomes insolvent, or goes into liquidation, or makes or propose to make any assignment for the benefit of his creditors or purposes any composition with his creditors, for the settlement of his debits carries on his business on 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 on 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 contractor shall thereupon, after notice given by the Purchasing Officer to the Contractor be determined and the Principal may complete the contract in such time and manner and by such person as the Principal shall think fit. But such determination of the Contract shall be without any prejudice to any right or remedy of the Principal

against by the Contract or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to the Principal by any breach of contract by the contractor shall be paid by the contractor to the Principal and may be recovered from him in any manner he deems fit.

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

Note : The solvency certificate referred to above will apply only in 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 the Principal (if he shall think fit do so) to arrange for the purchase of the said articles and things from else where or behalf of the Principal by an order in writing under the hand of the Purchasing Officer put and end to this contract and in case the Principal 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 moneys shall then or any time during the continuance of this contract be payable by the contractor to the Principal under and by virtue of this contract, it shall be lawful for the Principal from and out of any moneys 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 returnable to him) under this contract may be appropriated by the Purchasing Officer or any other person authorized by the Principal and set off against any claim of the Purchasing Officer 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 him. Any sum of money due and payable to the successful tenderer or contractor from the Purchasing Officer 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 aboard 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.

22) The tender 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.

(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 institution there under.

24) Any attempt on the part of the tenderers or their agents to influence the officers concerned in their favour by personal canvassing, 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 undersigned. Sample sent by post, railway or plane should be so dispatched so 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 we 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.

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 law or rules of the country of origin of supply or delivery during the course of execution of the contract.

(b) In case payment of Customs /Excise duty is to 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 letter.

29) The tenderer will invariably furnish the following certificates with their bills for payments :- "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 purpose of sales-tax".

30) Final payments will be made only on production by tenderers the tax clearance certificate 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 contractor 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, them 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 or the umpire appointed by them, shall be final and conclusive and the provision of the Indian Arbitration Act, 1940 and of the rule there under and any statutory modifications thereof shall be deemed to apply to and be incorporated on 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 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.
- 33) The tenderer should send along with his tender an agreement executed and signed in Kerala stamp paper of 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.10/- being the value of 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 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 date of issue of such intimation, if the Purchasing Officer is satisfied that the omission to forward the agreement along with the tender was due to the 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.

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| Superscription – Tender No 01/2017 for Supply of 3 Nos of Total Station, one each of Digital Level and Hand held GPS | |
| Due date and time for receipt of tender | 28.02.2017 at 2 pm |
| Date and time for opening of tender | 28.02.2017 at 2.30 pm |
| Date upto which the rates are to be firm | |
| Price of tender form | 1900+VAT |
| EMD | 1% of quoted amount |
| Address of Officer from whom tender forms are to be obtained and to whom tenders are to be sent | Principal |



Name & designation of Purchasing Officer

[Handwritten Signature]
Principal
College of Engineering
Trikaripur, P. O. Cheemant
Pin 671313

SCHEDULE OF MATERIALS

| Sl.No | Specifications | Quantity | Unit | Rate (Rs.Ps) | Total (Rs.P) | Remarks |
|-----------|---|----------|------|--------------|--------------|---------|
| 1. | Total Station | 3 | | | | |
| | Accuracy: 7 second(Angular) and distance accuracy of 1.5 mm+ 2ppm(Distance) in precise mode | | | | | |
| | Least Count: 0.1 second (Angular), 0.1mm(Distance) | | | | | |
| | Display: Illuminated (in 3-5 brightness level) LCD display with minimum 150*250 Pixels graphics or better | | | | | |
| | Key Board :Key board on both side, with user definable trigger keys and function keys | | | | | |
| | Onboard application programs: Surveying Stake out, Area and Volume with visible layout/plan, Tie Distance, Reference Line, Free Station, Remote Height and Construction | | | | | |
| | Security System :The system should have inbuilt security system of locking the instrument with user definable IN number to avoid the unauthorized use of the instrument | | | | | |
| | Memory :At least 20000 blocks in IDEX / USER Definable ASCII formats/ ASCII/GSI/DXF(Direct AUTO CAD formats) Land XML/CSV | | | | | |
| | GPS Compatibility: System should be of Wince Core 5.0 or better operating systems and Data should be able to interchange between GPS with out any data conversion | | | | | |
| | Battery :Must be Rechargeable Li Ion with 20 Hours of Operation | | | | | |
| | Compensator: Quadriple axis with ON and OFF facility with a setting accuracy of 2" or better | | | | | |
| | Horizontal/Vertical Drives :System should have endless drive i.e to be free from all mechanical locks for vertical and horizontal movements | | | | | |
| | Accessories 1. Machine with Laser plummet | | | | | |
| | 2. Tribrach | | | | | |
| | 3. Tripod(wooden and telescopic) | | | | | |
| | 4. Pole | | | | | |
| | 5. Prism to have measuring range of 3500 Meter | | | | | |
| | 6. Battery and charger | | | | | |
| | 7. Down loading software, | | | | | |

| | | | | | | | |
|-----------|--|---|----------|--|--|--|--|
| | | Simulator for total satiation offered and preferably with higher models | | | | | |
| | 8 | Data cable | | | | | |
| 2. | Digital Level | | 1 | | | | |
| | Accuracy: 1.5 mm and less than 1 mm with fiber staff. Standard deviation should not exceed 0.6 mm (electronic) in a single reading and 1.2 mm optical | | | | | | |
| | Range: 2-100 m | | | | | | |
| | Memory: Minimum 1000 measurements | | | | | | |
| | Distance accuracy: 10 mm for D < 10M | | | | | | |
| | Interface: RS 232/USB | | | | | | |
| | Measuring modes: Single and tracking with measurement time less than 3 seconds | | | | | | |
| | Onboard application : Height difference with RL input | | | | | | |
| | : Auto recognition of inverted or normal staff | | | | | | |
| | Units: METER/FEET | | | | | | |
| | Accessories : Tripod, Rechargeable cells, Charger, Staff, Data down load Cable, data down loading software and hard carrying case | | | | | | |
| | Measuring time: less than 3 seconds | | | | | | |
| 3 | Hand Held GPS | | 1 | | | | |
| | Accuracy : 3-5 meter in stand alone GPS mode and 3m or better with WAAS/EGNOS/MSAS | | | | | | |
| | Display: minimum 3 inch colour touch screen WQVGA 220X400 resolution | | | | | | |
| | Construction: Minimum 400 Mhz Processor with rugged impact resistant | | | | | | |
| | Receiver: 14 Parallel Channel with WAAS enabled | | | | | | |
| | Keys: Hot Keys for GoTo, Menu, Mark, Zoom etc | | | | | | |
| | Way points: 2000(SD CARD COMPATIBILITY) | | | | | | |
| | Routes: 200 routes with 10000 points per track | | | | | | |
| | DATA Input/out put : USB and NMEA output | | | | | | |
| | Environmental: Water proof (minimum IPX 7, and operated upto+ 60 degree C and- 10 degree C) | | | | | | |
| | Battery and memory: AA cells/ Rechargeable cells for more than 15 hours operation or better/Battery charger/ 2gb internal memory and 500mb user storage without memory cards | | | | | | |
| | Accessories: Canvas cover | | | | | | |
| | : Interface cable | | | | | | |
| | : AA battery | | | | | | |
| | : Manual | | | | | | |


Principal
College of Engineering
Trikaripur, P. O. Cheemem
Pin 671313

ANNEXURE

Agreement

ARTICLES OF AGREEMENT executed on this the day of two thousand two BETWEEN The Principal College of Engineering Trikaripur (hereinafter referred to as " the purchaser and(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 purchaser tender for the supply of Specified therein subject to the terms and conditions contained in the said tender:

WHERE AS the bounden has also deposited with purchaser 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 purchaser.

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 purchaser and the contract foris awarded to the bounden, the bounden shall within days of acceptance of his tender executed an agreement with the purchaser incorporating all the terms and conditions under which the purchaser accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the purchaser shall have power and authority to recover from the bounden any loss or damage caused to the College of Engineering Trikaripur by such breach as may be determined by the purchaser 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 immovable in the manner hereinafter contained.
3. All sums found due to the purchaser under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of law for the time being in force and in such other manner as the purchaser may deem fit.

In witness whereof Shri.....
(H.E Name and Designation) for and on behalf of the College of Engineering Trikaripur and Shri..... the bounden have here into set their hands the day and year shown against their respective signature.