

SREE SANKARACHARYA UNIVERSITY OF SANSKRIT, KALADY

No.4241/Est/SSUS/2014

Dated: 08.12.2016

**INVITATION TO BID**

The Sree Sankaracharya University of Sanskrit invites e-tenders from reputed manufacturers/suppliers for the supply of various items to University Press at Head Quarters, Kalady.

The item details alongwith terms and conditions are contained in the tender document of above purchase which is uploaded in the Kerala Government e portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)

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| a. Tender Reference Number   | :4241/Est/SSUS/2014  |
| b. Estimated Cost  | :Rs. 3,91,860/-  |
| c. Tender download   | : Can be downloaded from the website<br><a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a> |
| d. Earnest Money Deposit (EMD)   | : Rs. 3,919/-  |
| e. Tender submission fee   | : Rs. 840/-  |
| f. Document Publish date   | : 13.12.2016 at 5.00p.m  |
| g. Document download start date  | : 14.12.2016 at 10.00a.m   |
| h. Bid submission start date   | : 14.12.2016 at 2.00p.m  |
| i. Bid submission closing date and time  | : 31.12.2016 at 2.00p.m  |
| j. Date and time of opening of Tender  | : 03.01.2017 at 2.00p.m  |
| k. Bid validity  | :180 days  |
| l. Last date and time of receipt of relevant documents as per general conditions (NIT) by post | : 03.01.2017 at 2.00p.m  |
| m. Address of tender inviting authority  | :The Registrar,<br>Sree Sankaracharya University of Sanskrit<br>Kalady P.O., Ernakulam – 683 574                   |

**Sd/-  
Registrar**

## **SREE SANKARACHARYA UNIVERSITY OF SANSKRIT, KALADY**

No. 4241/Est/SSUS/2014

Dated: 08.12.2016

### **e-TENDER NOTICE**

e-tenders are invited by the undersigned for the supply of following items to the University Press at Head Quarters, Kalady.

Sl.No.	Items with specification	Quantity
1.	Demy size white paper 8Kg TNPL	500 ream
2.	Printing Plate 415mmx520mmx.20mm size	5 packets
3.	Dampening cloth 170	10metre
4.	PS Delete 100ml	3bottles

### **GENERAL CONDITIONS**

1. The bid shall contain detailed technical specifications, Brochures and pamphlets of all items quoted.
2. The cost of tender forms can be paid by **SBT Internet banking/ ONLINE NEFT Transaction** and once paid will not be refunded. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.
3. 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. The tenderer should send along with his tender, submit an earnest money (EMD) @ one per cent of the total cost of the articles tendered for (rounded to the nearest rupee) subject to a minimum of Rs.1500, if the amount calculated at one per cent of the value of the articles tendered for falls below Rs.1500 through **SBT Internet banking/ ONLINE NEFT Transaction** as indicated in the e Tender notice.

5. Tenders submitted without EMD shall be rejected.
6. The earnest money of the unsuccessful tenderers will be returned through **ONLINE NEFT** Transaction and the EMD of successful tenderers will be discharged upon the bidder executing the contract and furnishing the Security deposit that will have to be deposited for the satisfactory fulfillment of the contract.
7. Forfeiture of EMD: (i) If any tenderer withdraws from his tender before the expiry of the bid validity period specified by him or (ii) in case after being successful bidder, he/firm fails to sign the contract, and to furnish the performance security.
8. (a) Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.  
(b) 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.  
(c) 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. 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 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 fulfillment of the contract. The amount of security may be deposited as Fixed Deposit Receipts of Nationalized/Scheduled Bank endorsed in favor of the **Finance officer** of the University. The Security amount may also be deposited in the form of Bank guarantee in the prescribed form for the amount of security from any Nationalized/Scheduled Bank or in any other form as mentioned in para 8.19 of the Stores Purchase Manual. 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 as stated above and contract arranged elsewhere at the defaulter's risk and any loss incurred by the University on account of the purchase will be recovered from the defaulter who will, however, not be 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 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 University shall thereby together with such 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.

(d) **Liquidated damages:** If the contractor fails to deliver all or any of the stores 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 stores or unperformed services for each week of

delay until actual delivery or performance, upto a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

13. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the warranty period, but in the event of any dispute arising between the Department concerned and the contractor, the Department 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 the University 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. All payments to the contractors will be made by the Purchasing Officer in due course on submission of the invoice by way of cheques or drafts.
15. In case any difference or dispute arises in connection with the contract, all legal proceeding relating to the matter shall be instituted in the Court within Ernakulam Jurisdiction.
16. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.
17. No representation for enhancement of rates once accepted will be considered.
18. 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.
19. Samples should be forwarded if called for and unapproved samples go back by the tenderers at their own cost. Samples sent by V.P. Post or 'freight to pay' will not be accepted. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.
20. 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.
21. (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 tenderer produces, the final assessment orders later.

22. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
23. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs.200/- purchased in the Kerala State. 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 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. [Format of agreement appended]
24. The tenderer shall quote their rates in the standard BOQ provided indicating the break up details.
25. The quotation shall be valid for a minimum period of **180** days from the date of opening of the tender.
26. The stores offered should be of comprehensive guarantee for a minimum period of **12 months or specified period** against defective stores design, operation or manufacture from the dated of installation. An installation report should be submitted by the contractor. For the defects accruing during the guarantee period, replacement or rectification should be arranged free of cost within a reasonable period of such notification.
27. The purchaser reserves the option to give price preference to the offers from Public Sector units and or Small scale/Cottage Industries /Units over those from the other units in accordance with the policies of the Government from time to time.
28. The supplier shall ensure the quality of the stores supplied.

29. Preference is given to procure the stores which carry BIS (Bureau of Indian Standards) Mark.
30. The provisions of the Store Purchase Manual is applicable to this Tender and further proceedings.
31. The University reserves all right to accept or reject any or all the tenders without assigning any reason whatsoever at its discretion.
32. The bids shall be opened online at the office of the Registrar, Sree Sankaracharya University of Sanskrit, Kalady on the date mentioned (Invitation to Bid). If the date fixed for opening happens to be a holiday/due to net failure, the tenders will be opened in the next working day, at the same time.

**Sd/-**  
**Registrar**

## **AGREEMENT**

Articles of agreement executed on this the ..... day of ..... between the Registrar, Sree Sankaracharya University of Sanskrit, Kalady (hereinafter referred to as "the University") 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..... dated ..... the bounden has submitted to the University a tender for the ..... specification therein subject to the terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with the University 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 University.

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 University and the contract for ..... is awarded to the bounden, the bounden shall within ..... days of acceptance of his tender execute an agreement with the University incorporating 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 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 the University 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 University may deem fit.

In witness whereof Shri ..... (H.E. name and designation) for and on behalf of Sree Sankaracharya University of Sanskrit, Kalady and Shri ..... 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.