

TENDER No. 07/2009-10

GOVERNMENT OF KERALA

TENDER

Containing General Conditions of Contract and
Schedule for the Supply of *Eighteen numbers Binoculars for Marine observation*

Name of Tenderer:

Address:

Signature of Tenderer:

Last date and time for the receipt of tender: 24-02-2010; 01.00 PM

K.F.C.FORM – 14

(See Chapter VII, Article 143)

FORM OF TENDER

Sir,

I/we hereby tender to supply, under the annexed General conditions of the 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 government, 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.

vide DD No.....as earnest money.

Yours faithfully,

(Signature)

Address:

Date:

GENERAL CONDITIONS

Sealed tenders are invited for the supply of the materials as specified in the schedule below/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 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 in Indian currency only. The tenders quoting rates in any other currency are liable to rejection.

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 rate 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 1% of the total cost of the articles tendered for (rounded to nearest rupee) subject to a minimum of Rs.30/-, if the amount calculated at 1% of the value of the articles tendered for false below Rs.30/- The amount may be paid either by remittance into any Government treasury in chalans in duplicate, duly countersigned by the officer mentioned below, or by crossed demand drafts on the local branch of State Bank of Travancore, State Bank of India drawn in favour of the Officer mentioned below. In the case of remittance into the treasury, Chelan receipt should be forwarded along with the tender. Cheques 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 or which they have registered their names. If they tender for stores other than those for which they have registered their names they will have to furnish earnest money as in the case of un registered 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 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-operative 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 Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for 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 deposits.

(e) The exemption stipulated in clauses (b), (c) and (d) above will not however, apply to tenders for the supply of raw materials, or dietary articles or supply of stores on rate or 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 the Government or such action taken against him as Government think fit.
7. Tenderers 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 if certification mark along with their tender in support of it.

(b) the 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. Government reserve the right to reject offers for import of goods if the import trade control policy in force at the time of awards of the contract prohibits or restricts such imports.

9. The final acceptance of the tenders rest entirely with the Government 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 lawyers charges and other expense 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:

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(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 percent 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 in the manner prescribed in class 4 *Supra* or in Government treasuries savings bank and the pass book pledged to Purchasing officer or in fixed deposit receipts of state Bank of Travancore/ State Bank of India endorsed in favour 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 the government. 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 Government and the contract arranged elsewhere at the defaulter's risk and any loss incurred by Government 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 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 Government shall thereby together with such sums as may be fixed by the Government 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 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 any be claimed. The same may also be deducted from any other sum, which may be due at any time from the Government to the Contractor. In all cases where there are guarantee/warranty for the goods supplied the security deposit will be released only after the expiry of the guarantee/warranty period.
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- (a) All payments to the contractor will be made by the purchasing officer in due course
- (i) either by departmental cheques payable at the Kerala government treasuries or
 - (ii) by cheques or drafts on the Reserve Bank of India , State Bank of India and State Bank of Travancore(at any of their principal branches in India)
 - (iii) in the case of supplies from abroad by drafts as may be arranged between the contracting parties.
- (b) All incidental expenses incurred by the Government for making payments out side the District in which the claim arises shall be borne by the contractor.
15. The tenderers shall also quote 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% of the value of the materials at the discretion of government. 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 receipts of the bank (i.e. counterfoil of pay-in-slips issued by the bank) alone may be accepted as a valid proof for the payment made.
17. The contractors shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The contractors shall not under let 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 proposes to make any assignment for the benefits of his creditors or proposes any composition with his creditors, for the settlements 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 department/government may complete the contract in such time and manner and by such persons as the department/ government shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the government against the contractor or his sureties in respect of any breach of contract theretofore committed by the contractor. All expenses and damages caused to government by any breach of contract by the contractor shall be paid by the contractor to Government, 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 Tahasildar of the Taluk where they reside along with their tenders.

Note:- The solvency certificate referred to above will applied 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 stipulation and agreements herein contained, and in his part to be observed and performed, then and in any such case, it shall be lawful for Government (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 Government by an order in writing under the hand of the purchasing officer put an end to this contract and in case the Government 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 Government under and by

virtue of this contract, it shall be lawful for the Government from and out of any moneys for the time being payable or owing to the contractor from the Government under or by virtue of this contract or otherwise, to pay and reimburse to the Government 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 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 deposits returnable to him) under this contract may be appropriated by the Purchasing officer or government or any other person authorized by government and set off against any claim of the purchasing officer or government 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 Government or any other person authorized by the government. Any sum of money due and payable to the successful tenderer or contractor from government shall be adjusted against any sum of money due to government 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 or 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 or abode or business and if so addressed and posted shall 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 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 purchasing department of Government.
24. Any attempt on the part of the tenderer or their agents to influence the department/Store Purchase Department in their favour, by personal canvassing with the officers concerned, will disqualify the tenders.
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. Samples sent by post, railway or plane should be so despatched 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. Government will 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 unless they give details of prices and are immediately followed by confirmation with full relevant posted before the due date of the tender.

28. (a) The prices quoted shall 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.

29. The tenderer will invariably furnish the following certificates with their bills for payment:

“Certified that the goods on which the 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 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.....

under the Registration No.....

for the purpose of sales tax”.

30. final payments will be made only on production by tenderers the tax clearance certificates 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 contract or in connection with this contract 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 of the umpire appointed by them, shall be final and conclusive and the provision of the Indian Arbitration Act, 1940 and of the rules there under and any statutory modifications thereof shall be deemed to apply and be incorporated in 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 arbitrations 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.50/-. Purchased in the Kerala state stamp paper. Stamp paper will be supplied to firms outside Kerala along with the tender forms on payment of Rs75/- (Rs.50/-Being the value of the stamp paper and Rs.25 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 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 : TenderNo.07/2009-10
for the supply of 18
Nos.Binoculars

Due date and time for the receipt of tender: : 24-02-2010 – 1.00 P.M.

Date and time for opening tender : 24-02-2010 – 2.30 P.M.

Date up to which the rates are to be firm : 24-05-2010

Price of original tender form : Rs.1463/- (including tax)

Price of duplicate copy of tender form : Rs.900/- (including tax)

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

Director of Ports

Name of Office: Directorate of Ports

(Name and designation of Purchasing Officer)

Station: Thiruvananthapuram

Date: 10-02-2010

SCHEDULE OF MATERIALS

Sl.No.	Specifications	Quantity	Unit	Rate		Total		Remarks
				Rs.	P	Rs.	P	
1	2	3	4	5	6	7	8	9
	Technical specification and special conditions Attached							

Whether samples essential; *NA*

Period within which goods should be delivered: *one month from the date of supply order*
Or on or before 31-03-2010

Rates should be quoted for delivery: *As per special condition attached*

Other special conditions: *Attached*

f.o.r...as per special condition-

At departmental Store

ANNEXURE

Agreement

ARTICLES OF AGREEMENT executed on this the day of Two thousand and ten.....BETWEEN The Governor of Kerala (hereinafter referred to as “the Government”) of the one part and Shree..... (H.E. name and address of the tenderer) (hereinafter referred to as “the boundern” of the other part.)

WHEREAS in response to the notification No.....dated.....,.....the bounden has submitted to the Government a tender for the.....specified therein subject to the terms and conditions contained in the said tender:

WHEREAS the bounden has also deposited with the Government 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 Government.

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 Government and the Contract for is awarded to the bounden, the bounden shall within.....days of acceptance of his tender execute an agreement with the Government incorporating all the terms and conditions under which the Government accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the Government shall have power and authority to recover from the bounden any loss or damage caused to the Government by such breach as may be determined by the Government 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 Government 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 Government may deem fit.

In witness where of Shri.....(H. E. name and designation) for and on behalf of the Governor of Kerala 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.....

Supply of Binocular

Tender No. 07/2009-10

TECHNICAL SPECIFICATION OF BINOCULAR

1. Binocular

- (a) Objective lens – 80MM
- (b) Closeness of the resolved object –100 Meter
- (c) Double polarized lens
- (d) Porro prism type
- (e) Water Proof
- (f) Gas filled
- (g) Tripod adaptable

2. Tripod

Heavy duty suitable for the binocular offered
Rate for tripod should be quoted separately.

Approved by Technical Committee

Supply of Binocular

(Tender No. 07/2009-10)

SPECIAL CONDITION

1. Price should be quoted for the supply and successful commissioning of Eighteen Numbers Binoculars one each at various ports in Kerala, as listed in Annexure I with districts, including free after sales service and trouble free operational support during the warranty period for uninterrupted operations of the Binocular. The rate should be inclusive of all the taxes, duties, freight etc. However for evaluation purpose the cost of Binocular, Excise duty/sale tax or any other Taxes, Duties, Freight, transit Insurance charges etc. should be shown separately.
2. The Binocular should be guaranteed for a minimum period of 12 months, from the date of acceptance of the Binocular by department officers. The details of warranty and after sales service available should be indicated in the tender.
3. The brochure or write up containing the detailed specification and other details should be supplied along with the tender.
4. The EMD (RS.6700/-) should be deposited in the form of Demand Draft drawn on any scheduled Bank, in favor of director of Ports and payable at Thiruvananthapuram.
5. Security deposit (5% of total cost) and Agreement will have to be executed by the successful tenderer within 7 days of receipt of award through e-mail/fax and the security should be valid till the expiry of the warranty period.
6. The list of customers in India or SAARC countries of similar binocular should be submitted along with the tender.
7. The tender without EMD and agreement will not be accepted.
8. If the supplier fails to supply and commission the equipment at site within the supply period specified, penalty @ 0.5% of the total contract value per week of delay or part thereof, subject to a maximum of 10% of the contract value may be levied for the delay in supply and commissioning for up to two months from the date of supply order and thereafter the supply order would

automatically get cancelled without further notice and the department will be at liberty to procure the goods at the risk and cost of the party.

9. The purchasing officer reserves the right to reject any or all tenders with out assigning any reasons.
10. Rate quoted should be for each piece of whole binocular inclusive of all taxes/ duties, freight, installation and commissioning.
11. Period of supply: One month from the date of supply order or on or before 31/3/2010.

Sd/-
Director of Ports

Annexure-I

One each at following offices and 4 Nos at Directorate of Ports.

1	The Port Conservator, Badagara Port, Kozhikode.	9.	The Port Conservator, Port Office, P.O.Thalassery Port, Kannur- Dist.
2.	The Port Conservator, Thankassery Port, Kollam	10	The Sr. Port Conservator, Port Office, P.O.Beyepore, Kozhikode.
3.	The Port Officer, Port Office, Beach Road, Alappuzha-688012	11	The Sr. Port Conservator, Port Office, P.O.Azhikkal, Kannur – Dist.
4	The Purser, Port Office, P.O. Vizhinjam Thiruvananthapuram- Dist.	12	The Port Conservator, Port Office, P.O.Kasargod Port, Kasargod-Dist.
5	The Port Conservator, Port Office, P.O.Valiyathura, Thiruvananthapuram – Dist	13	The Port Officer, Neendakara, Port Office, Neendakara, Kollam-Dist.
6	The Port Conservator, Port Office, P.O.Ponnani Nagaram, Ponnani, Malappuram – Dist.	14	The Port Conservator, Kayamkulam.
7	The Port Conservator, Port Office, Munambam Port, P.O.Pullipad, North Paravoor, Ernakulam- Dist.	15	The Port Conservator, Kumarakam, Kottayam
8	The Port Conservator, Port Office, Kannur – Dist.	16.	The Director of Ports, Directorate of Ports, 5 th floor, New Corporation Building, Palayam, LMS Jn. , Thiruvananthapuram-33.