

GENERAL CONDITIONS

Sealed tenders are invited from reputed firms for the supply of the materials as specified in the schedule below/ attached. Tender form is not transferrable. Part Tenders will not be accepted.

1. The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly superscribed on the cover. The tenders can be submitted by post, courier, by hand, etc. **Tenders received after due date and time of receipt of tenders will be summarily rejected.**

2. The tenders should be in the prescribed form which can be obtained from the officer mentioned below on payment of the price in cash. The tender form can also be downloaded from the CUSAT website "www.cusat.ac.in"- Tenders, in PDF FORMAT available in the website only should be submitted. The form in any other format will be summarily rejected. Separate financial and the technical bid will not be accepted. Cost of tender form should be submitted in the form of Demand Draft drawn in favour of Managing Director, CUSATECH FOUNDATION from any Nationalised bank payable at Canara Bank Kalamassery along with the tender. Otherwise tender will be summarily rejected. Cash should not be enclosed in the Tender cover. The tender form without prescribed cost will be summarily rejected. No firms are exempted from the payment of tender cost. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form will be summarily rejected. The rates quoted should be only in Indian currency. Tenders 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 rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.

4.(a) (a) Every tenderer who has not registered his name with the state Government (Stores Purchase Department)/with eligible department for necessary EMD exemption should send along with his tender, an earnest money (EMD) **of 1% of the value quoted by way of Demand Draft drawn in favour of Managing Director, CUSATECH FOUNDATION from any Nationalised bank payable at Canara Bank Kalamassery.** Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned within a period of one month after the tenders are settled; but that of the successful tenderers will be adjusted towards the security Earnest Money Deposit of the successful tenderer is not refunded within three months of finalization of the contract interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Earnest Money Deposit". Tenders without Earnest Money Deposit will be summarily rejected. Those who are eligible for EMD exemption should submit valid certificate with the tender for availing EMD exemption.

(b) Tenders whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, 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 registration number, assigned to them by the Stores Purchase Department.

(c) (i) Micro, Small & Medium Enterprises and Cottage Industries and Industrial co-operatives 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 that 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 Public Sector Industries which manufacture and supply stores will also be exempted from furnishing earnest money for tenders submitted by them.

(ii) Micro and Small Enterprises 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 deposit 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. Government Institutions or any Institutions listed in Annexure 16 which supplies stores, and Government of India Undertaking will also be exempted from furnishing security in respect of contracts for supply of stores.

(d) In the matter of purchase of stores by the State Government Departments, Small Scale Industrial Units sponsored by the National Small Scale Industries Corporation Limited, 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 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 Government or such action taken against him as Government think 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 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) 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. 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 CUSATECH FOUNDATION 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. 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 of from the next higher tenderer who had offered to supply already and the loss, if any, caused to the CUSATECH FOUNDATION shall thereby together with such sums as may be fixed by the CUSATECH FOUNDATION towards damages be recovered from the defaulting tenderer.

13. (a) All payments to the contractors will be made by the Purchasing Officer in due course:- on Canara Bank (at any of their Principal Branches in India). In the case of supplies from abroad by drafts as may be, arranged between the contracting parties.

(b) All incidental expenses incurred by the Foundation for making payments outside the District in which the claim arises shall be borne by the contractor.

14. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days of taking delivery of stores.

15. 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 CUSATECH FOUNDATION. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the Bank (i.e., counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

16. The contractor shall not assign or make over the contract on 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.

17. (a) In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving contractor shall commit any act of insolvency or 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, There upon, after notice given by the purchasing Officer to the contractor, be determined and the CUSATECH FOUNDATION 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 therefore committed by the contractor. All expenses and damages caused to CUSATECH FOUNDATION by any breach of contract by the contractor shall be paid by the contractor to the CUSATECH FOUNDATION, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

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

NOTE: The solvency certificate referred to above will apply only in the case of supply of the following articles viz., dietary articles, fuels, raw materials like roots, creepers, flowers etc., and provisions to hospitals and hostels, sundry articles etc.

17. 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 CUSATECH FOUNDATION (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 CUSATECH FOUNDATION by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the CUSATECH FOUNDATION shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of or by reason of this contract having been so put an end to or incase any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the contractor to the CUSATECH FOUNDATION under and by virtue of this contract, it shall be lawful for the CUSATECH FOUNDATION from and out of any moneys for the time being payable or owing to the contractor from the CUSATECH FOUNDATION under or by virtue of this contract or otherwise to pay and reimburse to the CUSATECH FOUNDATION 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 proceeding relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing Officer voluntarily resides.

18. 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 CUSATECH FOUNDATION or any other person authorized by CUSATECH FOUNDATION and set off against any claim of the Purchasing Officer or CUSATECH FOUNDATION 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 CUSATECH FOUNDATION or any other person authorized by CUSATECH FOUNDATION. Any sum of money due and payable to the successful tenderer or contractor from CUSATECH FOUNDATION shall be adjusted against any sum of money due to CUSATECH FOUNDATION from him under any other contracts.

<p>19. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or 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.</p>
<p>20. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.</p>
<p>21.(a) No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if CUSATECH FOUNDATION is convinced of any compelling need for enhancement of rate, it may do so. (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.</p>
<p>22. Any attempt on the part of the tenderers or their agents to influence the Department/Stores Purchase Department in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.</p>
<p>23. 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.</p>
<p>24. 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. 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 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 samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.</p>
<p>25. 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.</p>
<p>26. (a) The prices quoted should be inclusive of all taxes, duties, cess 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.</p>
<p>27. The tenderer will invariably furnish the following certificate with their bills for payment:- "Certified that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act or States Sales Tax Act or the Rules made thereunder and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made thereunder, Certified further that we (or our Branch or agent) (Address).....are registered as dealers in the State offor purposes of sales tax". 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.</p>