TENDER NOTICE
Ref No. Fin (2) 14796/17/SN
Department of Soil Survey and Soil Conservation
Government of Kerala

Invites E-tenders from reputed manufacturers / dealers / suppliers for purchase of **PC controlled double beam Atomic Absorption Spectrophotometer with accessories**.

Tender document can be downloaded from the Government of Kerala website (www.etenders.kerala.gov.in) or from the Department of Soil Survey and Soil Conservation website (www.keralasoils.gov.in) between 27th February 2018 to 13th March 2018. The cost of the tender form is Rs. 1688/- (inclusive of GST).

A Pre-bid meeting will be held on 3rd March 2018 at 4 PM in the Directorate of Soil Survey and Soil Conservation, Vazhuthacaud, Thiruvananthapuram. The last date for the submission of E-tenders with all prescribed documents is 5 PM on 13th March 2018. Technical bids will be opened at 11 AM on 16th March 2018 in the presence of representatives of bidders.
GOVERNMENT OF KERALA
DEPARTMENT OF SOIL SURVEY & SOIL CONSERVATION

Directorate of Soil Survey & Soil Conservation Vazhuthacaud,
Thiruvananthapuram-14
Phone: 0471 – 2339899, 2339800, Fax: 0471 – 2338500

No. Fin (2) 14796/17/SN Dated: 27.02.2018

TENDER TERMS AND CONDITIONS

Notice inviting e-Tender for the purchase of **PC controlled double beam Atomic Absorption Spectrophotometer with accessories.**

On behalf of the Governor of Kerala, the Department of Soil Survey and Soil Conservation invites e-tenders under the two bid system (technical and financial) from eligible bidders who are registered with GST for the purchase of **PC controlled double beam Atomic Absorption Spectrophotometer with accessories** for the Regional Soil Analytical Laboratory, Alappuzha. The rules and regulations prescribed for e-tender by the Govt. of Kerala shall be applicable to this e-tender also.

1. **Cost of Tender Form and Earnest Money Deposit:** Interested bidders can view the Tender document from the Government of Kerala website (www.etenders.kerala.gov.in) or from the Department of Soil Survey and Soil Conservation website (www.keralasoils.gov.in). The cost towards the tender form and EMD shall be remitted through online mode only. The firms who are registered with the Store Purchase Department or the Director General of Supplies and Disposal, New Delhi are exempted from furnishing Earnest Money Deposit for tenders in respect of stores for which they have registered as suppliers of stores. However, this exemption is not applicable to tenders for Rate/Running contracts.

The details of cost of the tender form and Earnest Money Deposit are given below.

<table>
<thead>
<tr>
<th>Category No</th>
<th>Items</th>
<th>Qty/No</th>
<th>Cost of Tender Form (Rs)</th>
<th>GST @12.5% (Rs)</th>
<th>EMD (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PC controlled double beam Atomic Absorption Spectrophotometer with accessories</td>
<td>1</td>
<td>1500</td>
<td>188</td>
<td>9000</td>
</tr>
</tbody>
</table>
2. **Pre-bid meeting and Opening of Bids:** A Pre-bid meeting will be held on 3\(^{rd}\) March 2018 (Saturday) at 4 PM in the Directorate of Soil Survey and Soil Conservation, Centre Plaza, Vazhuthacaud, Thiruvananthapuram. The last date for the submission of E-tenders with all prescribed documents is **5 PM on 13\(^{th}\) March 2018**. Technical bids will be opened at **11 AM on 16\(^{th}\) March 2018** in the presence of representatives of bidders. If the date fixed for opening happens to be a holiday, the bids will be opened on the next working day, at the same time. The financial bids would be opened after the evaluation of technical bids by the Technical Evaluation Committee.

3. **Digital Signature:** The supply should be made in accordance with Annexures shown in the tender document. The tender is to be submitted as e-tenders through [https://etenders.kerala.gov.in](https://etenders.kerala.gov.in). Since this is an e-tender, only those bidders who have enrolled in the above portal with their own digital signature certificate (DSC) can participate in the tender. E-Tender document and other details can be obtained from the above e-portal. For obtaining digital signature certificate (DSC) and necessary portal enrolment bidders can visit the website [https://etenders.kerala.gov.in](https://etenders.kerala.gov.in)

4. **Validity and Currency of Bids:** All bids shall hold good for acceptance for a minimum of 60 days from the date of closing the tender. The rates should be quoted in Indian currency only.

5. **Price Quotations:** The price quoted should indicate the amount both exclusive and inclusive of taxes.

6. **Mode of Payment:** The bidder desiring to take part in the bid shall log into [https://etenders.kerala.gov.in](https://etenders.kerala.gov.in) and then select tender and initiate payment. Bidders will be directed to the payment gateway page of the State Bank of Travancore. There are two options – (1) State bank of Travancore (SBT Net banking payment) and (2) Payment through NEFT from other banks to the payment gateway of SBT.

7. **Declaration:** The e-tenders submitted by the authorised Manufactures/dealer/supplier should contain a scanned and signed copy of the product offered and declaration sheet for purchase of PC controlled double beam Atomic Absorption Spectrophotometer with accessories.

8. **Agreement:** Scanned copy of the agreement in the prescribed format in Kerala Stamp paper worth Rs. 200/- should be submitted online and original to the undersigned before the opening of the e-tender.

9. **Scrutiny of Tenders:** A technical evaluation committee would scrutinize the tenders received and will take necessary action for the award of tender. The decision of the Director of Soil Survey and Soil Conservation will be final for the award of the contract.
10. **Performance Security:** The successful tenderer will have to execute an agreement in stamp paper worth Rs. 200/- in prescribed form and manner and also to furnish the required Performance security amount @ 5% (five percent) of the total quoted amount within 7 days of the receipt of the supply order.

11. **Supply Period:** The successful tenderer shall supply the items within **30 days** from the receipt of the supply order. Liquidated damage will be deducted @ 0.5 % of the total contract price for each week of delay, up to a maximum of 10 % of the contract, if the successful tenderer fails to perform the service within the time period specified.

12. **Other Terms and Conditions**

1. Details with respect to the e-tender and the details of specifications of the item to be purchased can be obtained from the e-tender website https://etenders.kerala.gov.in.

2. A Technical Evaluation Committee will scrutinize the tenders received and will take necessary action for the award of tender. The decision of the Director of Soil Survey & Soil Conservation will be final for the award of the contract.

3. The authorized dealers, firms are eligible in the field are to participate in the tender and necessary documents providing are to be produced along with tender.

4. The rates quoted should be inclusive of GST, all taxes, cesses etc.

5. The rate should be inclusive of transportation, handling or any other cost of supply at the site or as per the direction from the under signed.


7. The bidders can quote separately for the tendered item either with buy back of the old equipment, without buy back or both.

8. The bidders can inspect the old AAS installed at REGIONAL SOIL ANALYTICAL LAB, THODANKULANGARA WARD, KURUPPAN’S BUILDING, AMC-I/687, AVALUKUNNU P.O., ALAPPUZHA 688 006, Ph.No. 0477 2236294, for assessing the buy back value during office hours (10 A.M – 5 P.M) on working days.

9. The supplier should confirm the repair & service facilities, availability of spare parts etc, of the equipments supplied by them.

10. Acceptance of tender for the supply of equipment on the invitation will be subject to tenderers certifying that they have adequate servicing and spare parts facilities in respect of the equipment tendered for by them or that they shall arrange to provide such facilities simultaneously with the supply of the equipment.

11. Tenderers shall also undertake that supplies of necessary maintenance equipment and spare parts will be made available for useful life of the equipment on a continuous basis.
12. The bidder should submit an authorization letter from the manufacturer.

13. Tender evaluation will involve recording and analyzing the merits of each tender. The process will start with preparation of “Technical Comparative Statement” based on product offered statement and other documents furnished by bidders incorporating the commercial terms offered. Comprehensive analysis of the techno – commercial offer will form the basis for subsequent decision.

14. The catalogue/ leaflets /Pamphlets etc of the product offered should be submitted along with the tender.

15. The Director of Soil Survey & Soil Conservation has the right to add or relax any of the terms and conditions as per requirement and expert opinion.

16. The Director of Soil Survey & Soil Conservation reserves the right to cancel the tender without assigning any reason.

17. EMD, Cost of Tender form + GST etc. should be made as a single payment through online.

18. The payment shall be released only after satisfying the qualities and specifications of the item supplied.

19. Incomplete tenders will be summarily rejected and decision of the Director of Soil Survey and Soil Conservation on such matters will be final.

20. If required, demonstration shall be conducted at the cost of the tenderer before the technical/expert committee constituted for the purpose to finalize the selection and the decision of the technical committee will be final and binding (category No.2)

21. Bidders can avail the opportunity of the Pre-bid meeting arranged by the department to clarify their doubts.

22. Any legal disputes that may arise pertaining to the e-tender will be within the jurisdiction of Thiruvananthapuram District Court.

23. Installation, demonstration and training to be given free of cost at the point of supply of the equipment.
ANNEXURE- I
DEPARTMENT OF SOIL SURVEY & SOIL CONSERVATION

ITEMS AND SPECIFICATIONS REQUIRED FROM BIDDERS

1. SPECIFICATION FOR PC CONTROLLED DOUBLE BEAM ATOMIC ABSORPTION SPECTROPHOTOMETER WITH ACCESSORIES
   - PC controlled double beam spectrophotometer upgradable to graphite with necessary software
   - Wide range and high sensitivity photomultiplier tube
   - Monochromator EBERT/CZERNY TURNER/ECHELLE
   - Dual atomizer system
   - Integrated built in flame system
   - Lamps: Coded HCL/EDL/Super lamps
   - 6 Lamp Turret or more with independent power supply for the lamps
   - Deuterium background correction
   - Wavelength range: 190-900 nm
   - Automatic flame optimization
   - All safety interlocks for the safe analysis of samples
   - Universal burner system with 50 mm burner
   - Binary flow controlled internal gas system
   - Hollow cathode lamps: Fe, Mn, Zn, Cu & Mg
   - PC and printer
   - All certified standards for the above elements
   - Gas filtration panel for the gases
   - 2 Nos each of ultra high pure gas like acetylene, nitrogen, or any other gas required to run the system with dual stage stainless steel diaphragm regulators
   - Fume hood with exhaust
   - Compressor
   - 10KV UPS with minimum 1 hour back up for the uninterrupted operation of the full system
   - All tubings necessary for connecting the cylinders
   - 10 year warranty
ANNEXURE II (To be submitted by the bidder)

SPECIFICATIONS FOR PC CONTROLLED DOUBLE BEAM ATOMIC ABSORPTION SPECTROPHOTOMETER WITH ACCESSORIES

Name of the Bidder:

<table>
<thead>
<tr>
<th>Tender Specification</th>
<th>Quoted as per specification as in Annexure I (Mark as X)</th>
<th>If no, specific remarks (if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 PC controlled double beam atomic absorption spectrophotometer with accessories</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• PC controlled double beam spectrophotometer upgradable to graphite with necessary software</td>
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<td>• Binary flow controlled internal gas system</td>
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<tr>
<td>• Hollow cathode lamps: Fe, Mn, Zn, Cu &amp; Mg</td>
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<td></td>
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<tr>
<td>Item</td>
<td>Quantity</td>
<td></td>
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<td>----------------------------------------------------------------------</td>
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<tr>
<td>PC and printer</td>
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<tr>
<td>All certified standards for the above elements</td>
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<tr>
<td>Gas filtration panel for the gases</td>
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<tr>
<td>2 Nos each of ultra high pure gas like acetylene, nitrogen, or any other gas required to run the system with dual stage stainless steel diaphragm regulators</td>
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<tr>
<td>Fume hood with exhaust</td>
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<td>Compressor</td>
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<td>10KV UPS with minimum 1 hour back up for the uninterrupted operation of the full system</td>
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Name and Designation of the Authorized Signatory
K.F.C. FORM 14
(See Chapter VI, Article 130)

FORM OF TENDER

To
The Director,
Directorate of Soil Survey and Soil Conservation, Centre Plaza,
Vazhuthacaud, Thiruvananthapuram,
Kerala - 695 014.

Sir,

I/We hereby tender to supply, under the annexed general conditions of 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 am/We are remitting/have remitted the required amount of Rs...................... as earnest money.

Yours faithfully,

(Signature) --------------------------------------------------------

(Address)  ---------------------------------------------------------

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---------------------------------------------------------

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Date -------------------

* To be scored off in case where no Earnest Money Deposit is furnished.
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 superscribed 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 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) 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 one percent of the total cost of articles tendered for (rounded to the nearest rupee) subject to a minimum of Rs.30/- if the amount calculated at one percent of the value of the articles tendered for falls 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 Demand Drafts (crossed) 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, chalan receipt should be forwarded along with the tender. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned 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 tenderer 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 of 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 submitted the registration number assigned to them by the Stores Purchase Department.

(c) Small Scale Industries and Cottage Industries within the State, which are certified as such by the Director of Industries and Commerce or by the Regional Joint Director of Industries and Commerce will be exempted from furnishing earnest money against tenders and security deposit against contracts for supply of stores manufactured by them. In respect of security deposits the soundness and reliability of the concerns to undertake the contracts should also be certified by the Director of Industries and Commerce.

(d) In the matter of purchase of stores by the State Government Departments, Small Scale Industrial Units sponsored by the National Small 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 Deposit and Security Deposit.

(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 Government or such action taken against him as Government thinks 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 Tenderers shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of certification mark along with their tender in support of it.

(b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a licence. Government reserve 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 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, 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 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 clause 4 supra or in Government Treasury 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 Government. If the successful tenderer fails to de-
also be deducted from any other sum which may be due at 15.
charges and expenses as may be claimed. The same may 16.
plied the security deposit will be released only after the ex-
any time from Government to 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 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 may be claimed. The same may also be deducted from any other sum which may be due at any time from Government 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. (a) All payments to the contractors 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 outside the District in which the claim arises shall be borne by the contractor.

15. The tenderers shall quote also the percentage of rebate (discount) offered by them to the government of India, for the purchase of the said articles and things from elsewhere or on behalf of the government of India 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 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 benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, or 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 his 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 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 of 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 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.

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 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 reim-
burse 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 deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or Government or any other person authorised 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 authorised by 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 authorised 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.

22. The tenderers 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 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.

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 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 details posted before the due date of the tender.

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 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 Office 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 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 the State 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 of ………………… under Registration No. ……………………… for purpose of Sales Tax”.

30. 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.

31. 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, 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, then 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 provisions of the Indian Arbitration Act, 1940 and of the rules thereunder and any statutory modifications thereof shall be deemed to apply to 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.

32. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper worth Rs.15/- / A specimen form of agreement is given as annexure to this tender. Tenders without the agreement in stamped paper will be rejected out-right.

General Conditions
ANNEXURE

(In Rs. 200 Govt. of Kerala non-Judicial stamp paper)

Agreement

Articles of agreement executed on this the ......................... day of ...................... (month) ..........................(year) BETWEEN the Governor of Kerala (hereinafter referred to as “The Government”) of the one part and Sri. .............................................................................................................. (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 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 contractor 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 whereof Sri. ............................................................................... ........................... (H.E. name and designation) for and on behalf of the Governor of Kerala and Sri. ................................................................. the Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Sri. ..................................................................................... (date) ........................

In the presence of witnesses:

1. ..........................................................
2. .........................................................

Signed by Sri. ..................................................................................... (date) ........................

In the presence of witnesses:

1. ..........................................................
2. .........................................................