

NEWS

Sealed tenders are invited for the supply and installation of laboratory equipment's under the FIST scheme of DST (Govt. of India). Include Technical/Consumer Bid and Price Bid in separate sealed covers in the Tender. Technical specifications, past installations with contact details, Manufacturers Authorization Letters, a copy of price bid without price, etc. can be included in the Technical/Consumer Bid.

Tender notice and tender form can be downloaded from the website. The cost of tender form may be remitted along with submission of tender in the office.

MES PONNANI COLLEGE

Ponnani South P.O., Malappuram Dist.

Kerala, India- 679586

Phone: 0494 2666077

www.mesponnanicollege.org

Tender Notice

Sealed tenders are invited for the supply and installation of laboratory equipment's under the FIST scheme of DST (Govt. of India). Separate tenders are invited for the following items with the price of tender form and EMD shown against them.

Sl. No.	Tender No	Item	Cost of Tender Form (Rs.)	EMD (Rs.)
1.	MES/FIST01/2016-17	Hydrothermal Oven with Accessories (1 No.)	750	5000
2.	MES/FIST02/2016-17	High Temperature Furnace (1No.)	600	4000
2.	MES/FIST02/2016-17	Petrological Microscope (1 No.)	2250	15000
3.	MES/FIST03/2016-17	UV-VIS Spectrophotometer (1 No.)	900	5990
4.	MES/FIST04/2016-17	Flame Photometer (1 No.)	300	2000
5.	MES/FIST04/2016-17	Atomic Absorption Spectrometer (AAS) (1 No.)	3000	20000

Due date and time for receipt of tender	02.05.2017, 4.30 pm
Date and time for opening the tender	05.05.2017, 2.00 pm
Address of officer from whom tender forms are to be obtained and to whom tenders are to be sent	Principal MES PONNANI COLLEGE Ponnani South P.O., Malappuram Dist. Kerala, India- 679586

DD for EMD in favour of Principal – FIST Programme 2017, payable at State Bank of Travancore (SBT), Ponnani

(Tender Cost - as per Govt. rules. The bidders are required to furnish EMD along with their bids. The amount of EMD shall be one percent (rounded to the nearest rupees) of the total cost of the articles tendered for; subject to a minimum of 1,500/-.)

Further Details:

Website: www.mesponnanicollege.org

E-mail: principal.mesponnanicollege@gmail.com

Phone: 0494- 2666077 (Office), 0494-2669788 (Principal)

Terms and Conditions

1. The prices quoted should include taxes, transportation and installation charges.
2. The supplier has the responsibility to deliver and install the equipment at our institution.
3. The institution shall make arrangements for customs duty exemption certificate for equipments to be imported and the supplier on their part shall make arrangements for clearance at the airport and transportation to the institution.
4. Incomplete and defective tenders will be rejected.
5. The general terms and conditions of the tender will be the same as that specified in Kerala Store Purchase manual.
6. The suppliers participating in the tender have to produce bid agreement in stamped paper (Proforma given as Annexure)

Detailed specifications are attached:

Ponnani

01-04-2017

Principal

Detailed Specifications for the items

Tender No. MES/FIST01/2016-17- HYDROTHERMAL OVEN WITH ACCESSORIES

1. Hydrothermal oven

Temperature range: 250-350 °C

Chamber size: 50cm x 50cm x 50cm

Micro controlled programmable

Safety controls

Temperature and time display

2. High precision electron balance up to 4 digit

Capacity: 500 g

Weighing units: g, mg

Readability: 0.001

3. Magnetic stirrer with hot plate

Digital display and surface temperature

Heating Up to 100°C

Low speed 100 rpm high speed 2000 rpm

4. Digital Ph Meter

Meter Type- Portable

Display type: LCD

Min pH (pH): 0

Max pH (pH)14

pH Resolution 0.01 or 0.1

pH Accuracy±0.01 pH

Calibration Up to 5 points

Min Temperature (° C):-10

Max Temperature (° C): 110

Battery 4 or plug in AC or Both

5. Autoclave 100ml , stainless steel , Teflon pouch

6. KBr press-Manual : 15 Tons. 8mm and 12 mm die

Estimated Amount: 5,00,000

Tender No. MES/FIST02/2016-17 – HIGH TEMPERATURE FURNACE

Chamber Size: 150 mm x 150 mm x 150 mm

Operating Temperature: 1500°C

Power Rating: 4.5 KW

Power Supply: 230 V, Single Phase, 50 Hz AC.

Skin Temperature: 40° C above ambient.

Heating Elements: Molybdenum Disilide

Temperature Control: PID type Programmable Temperature Controller

Safety Temperature Control

Power Control: Through

Air cooled step down transformer of 6 KVA.

Thermocouple

Estimated Amount: 4,00,000

Tender No. MES/FIST03/2016-17- PETROLOGICAL MICROSCOPE

- Polarizing Microscope for transmitted light microscopy
- Built in Koehler illumination with field iris diaphragm ring for transmitted light with long life LED illumination
- 3-step focus drives; High Sensitivity Focusing Knob with coarse/intermediate/Fine adjustment.
- Infinity corrected and Harmonic Compensated optical system (suitable for both reflected and transmitted light application) with Pol objectives PLAN Achromatic 2.5X/0.07, 5X/0.12, 10X /0.25, 20X 0.4, 50X 0.75,
- Reversed Pentacular centrable nosepiece with provision for centring all the 5 nosepiece.
- Eyepiece pair 10x/22x having a cross hair
- Condenser with switchable top for using with 2.5x Objective
- 360° Rotatable analyzer for TL
- Centrable aperture and field diaphragm
- Bertrand lens, modular and centrable (for conoscopy)
- Mechanical rotatable stage for POL-stages with ultra-fine XY-control (must be suitable for different slide formats & point-counting)
- Compensators like gypsum and mica plates and Quartz wedge
- Penta-Head Multi-viewing observation with wide field-head and eyepieces focusable, colour Pointer lever RED or GREEN, Pointer brightness control, OFF/Continuously variable.
- CCD Camera of minimum 5.0 MP (USB camera plug & play type); Should have a minimum frame rate of 25 frames per second at Full HD resolution; Auto /Manual exposure control; LED monitor for live teaching application & should have provision to directly capture images on to LED HD Monitor.
- Imaging software capable of doing grain size analysis, grain measurement and image stitching.
- Computer system of pre-requisite configuration with wide-screen LED monitor and transmission cables
 - Processor: Intel Core i5-7400 processor (6MB Cache, up to 3.3 GHz)
 - Memory: Minimum of 4 GB DDR4, 2400MHz
 - HD: 1TB 7200 rpm Hard Drive
 - 1GB additional Graphics card (Nvidia or equivalent)
 - Optical Drives (BlueRay/DVD/CD – R&W)
 - USB Ports: Minimum of 6 ports; At least two should be USB 3.0 capable
 - Multimedia Keyboard-KB216 - US International (QWERTY); Optical Mouse
 - Monitor: 24 Inches
 - Original Windows software and MS office software
- Online UPS with suitable wattage to support all the system with at least 30 minutes backup

Special Requirements: All the systems like microscope, digital camera and software should be from the same manufacturer; Polarizing applications should be achieved in TL mode; separate quotes should be given with one year/two year/three years AMC charges after guaranty/warranty period

Estimated Amount: 15,00,000

MES/FIST03/2016-17 UV-VIS SPECTROPHOTOMETER

PC controlled scanning UV/VIS Spectrometer of Variable bandwidth with the following specification.

- Optics Double beam spectrometer with concave holographic grating single monochromator with 1050 lines / mm or more. Beam splitter must be half-silvered mirror.
- Sources Pre-aligned deuterium and tungsten and tungsten halogen lamps with automatic source change.
- Detector Solid state detector/ PMT
- Wavelength range 190 - 1100 nm
- Stray radiation must be minimum 0.02 % T at 220, 340, 370 nm
- Wavelength accuracy +/- 0.1nm
- Wavelength repeatability : must be minimum +/- 0.1 nm at D2 peak 656.1 nm
- Bandpass (Variable) : 0.5, 1, 2, 5, 20 nm (Variable bandwidth only)
- Baseline flatness with Slit of 0.5 nm must be ± 0.00005 A
- Photometric repeatability +/-0.001 A at 1 A
- Photometric accuracy ± 0.004 Abs
- Photometric drift: ± 0.0003 Abs/ hr
- Photometric noise less than ± 0.00005
- Baseline flatness ± 0.0005 A
- Resolution should be minimum 0.5 nm
- Scan Speed: variable from 1 to 3000 nm/min
- Noise level: at 500nm RMS and slit of 1nm must be minimum 0.00003A or better
- Software Windows based operating Software. Should provide Recording, manipulation and storage of Spectral data. It should have complete controlling of instruments and accessories of spectrometers. Operating modes scan, fixed wavelength measurement, wavelength program calibration concentration measurements 25 standards, 5 ordinate types, 6 curve models, etc.

Accessories:

- Quartz cuvette 10mm path length- 1 pair. Cuvette must be supplied along with UV shipment itself by the manufacturer. The cuvette may not quote or supply separately in Indian rupees or any other form.
- Integrating Sphere attachment for the analysis of powder samples have to be Quoted
- Branded PC with latest configuration and laser Printer should be supplied along with the instrument to be quoted.
- Thermo fin pipette for accuracy measuring & Electronic balance Capacity: 500 g Weighing units: g, mg, Readability: 0.001
- Separate quotes should be given with one year/two year/three years AMC charges after guaranty/warranty period

Estimated Amount: 5,99,00

MES/FIST04/2016-17- FLAME PHOTOMETER

- Capable of analyzing & measuring the content & concentration of elements (K, Na, Li, Ca, Mg & Ba).
 - With 6 channels and be able to detect K, Na, Li, Ca, Ba 6 elements. With K, Na, Li, Ca, Ba six filters, which can detect three kinds of elements, show three kinds of element content simultaneous.
 - Operates on liquefied petroleum gas.
 - Standard accessories: air-compressor, PC software or micro-printer.
 - LCD Display, touch panel with numeric keypad.
 - Single point calibration & calibration curve can be saved.
 - RS232 interface, Branded computer (Dell/Lenovo), Laser Printer (HP),
 - Measurement Range: K: 0-100ppm; Na: 0-100ppm; Li: 0-100ppm; Ca: 0-1000ppm; Mg: 0-1000ppm; Ba: 0-3000ppm;
 - Measurement Limit: K: 0.01ppm; Na: 0.01ppm; Li: 0.025ppm; Ca: 0.1ppm; Mg: 0.1 ppm
Ba: 10ppm;
- Separate quotes should be given with one year/two year/three years AMC charges after guaranty/warranty period

Estimated Amount: 2,00,000

MES/FIST04/2016-17- ATOMIC ABSORPTION SPECTROMETER (AAS)

PC controlled Atomic Absorption Spectrometer along with essential accessories as follows:-

- Optics : True Real Time Double Beam optical design AAS with Solid State Detector
- Lamps: Capable of Holding Minimum 4 or more
- Monochromator: The system should be based on advanced latest **Grating** optimized for both UV and Visible energy. Slit width should be auto selectable through PC.
- Detector: The Detector used shall be Solid-State Detector with 5 times more quantum efficiency than PMT.
- Wave Length Range: 180-900 nm.
- System should have with built-in power supply for High Energy Electrode Less Discharge (EDL) or super lamps. All lamps should be coded and provided with usage meter. That should be mentioned in the brochure also.
- All the method parameters related with lamp selection, calibration, control of flow gases should be thru' windows based.
- The instrument should have programmable and computer controlled gas controls for air/C₂H₂.
- The AAS unit will be operated with windows Software for controlling analyzer, setting-up the method parameters, analyzing the samples, performing calibrations, etc.
- All the electronic boards included in a single box so that user can have flexibility to change for replacement.
- The nebulizer should be resistant to all sorts of acids and solvents. It should have a built-in nebulization device like flow spoiler and impact bead.
- Lamps should have built-in code for current, slit width, wavelength and it should automatically optimize for energy. Serial number and usage meter will be preferred for each lamp.
- Latest fiber optics technology to be incorporated
- Various safety interlocks like burner head, gas pressure, nebulizer, drain full condition etc. should be integrated inside the system.

➤ In future, the system should be able to upgrade to Graphite Furnace with Auto Sampler, Auto Dilution Accessory, Flame Auto Sampler, etc.

➤ **Following Coded Hollow Cathode lamp to be quoted.** Un-coded hollow cathode lamp will not be acceptable.

Cobalt, Chromium, Nickel, Manganese, Iron, Aluminum, Copper

Following EDL/ SUPER/ULTRAA lamp to be quoted

Zinc, Lead, Cadmium

➤ All elements must be quoted with certified reference solution **1000ppm**, 500ml (single element solution not multi element solution each. Imported only and it comes along with the equipment)

➤ The instrument should quote along with **air compressor and external Air acetylene filter assembly** for additional safety.

➤ 100mm single slot air acetylene burner head- 1 No

➤ Separate Nitrous Oxide burner head (50mm) & Nitrous Oxide regulator with heater to be supplied

➤ Fume Hood (must be installed at our laboratory), Branded computer (Dell/Lenovo), Laser Printer (HP), Ultra high pure Acetylene gas cylinder with gas, Dual stage acetylene regulator (fully stainless steel (SS316) regulator with SS diaphragm), all other necessary gas and regulator to be included to the smooth operation of the system, 3 KVA online UPS with 30 minutes backup (APC/Numeric brand) must be quoted.- 1No

➤ Warranty: 3 year.

➤ Installation & demonstration free of cost by your trained engineers.

➤ Separate quotes should be given with one year/two year/three years AMC charges after warranty/warranty period

Estimated Amount: 20,00,000

M.E.S. PONNANI COLLEGE

T E N D E R

**GENERAL CONDITIONS OF CONTRACT AND SCHEDULE FOR THE
SUPPLY OF**

LAB EQUIPMENTS

NAME OF TENDERER:

ADDRESS:

Signature of Tenderer:

Last date and time of the receipt of tender: **03.05.2017, 4.00 PM**

APPENDIX VI
FORM OF TENDER

From

To

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 Principal, M.E.S. Ponnani College, 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. as earnest money.

Yours faithfully,

Signature

Address

Date:

*To be scored in cases where no earnest money deposits is furnished.

GENERAL CONDITIONS

Sealed tenders are invited for the supply of the equipment's and other items 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 only in Indian currency. Tenders in any other currency are liable to rejection.
3. Intending tenders should send their tenders so as to reach the Officer mentioned below, 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 per cent of the total cost of the articles tendered for (rounded to the nearest rupee) subject to a minimum of Rs.30, if the amount calculated at one per cent of the value of the articles tendered for falls below Rs.30. The amount may be paid either by remittance into any Government Treasury chalangans in duplicate, duly countersigned by the officer mentioned below or by Demand Drafts (crossed) on the local branch of Union Bank of India/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 within a period of one month 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. "If the 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."
- (b) Tenderers whose names are registered with Governments (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 the registration number assigned to them by the Stores Purchase Department.

(c) (i) Small Scale Industries 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 tender 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 submitted by them to Government Departments. Government Institutions/State Public Sector Industries which manufacture and supply stores will also be exempted from furnishing earnest money for tenders submitted by them.

(ii) Small Scale Industries, Cottage Industries 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 Appendix XVI which supplies stores, and Government of India undertakings 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 or 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 on 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 Principal.
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 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 license. Government reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.
9. The final acceptance of the tenders rests entirely with the Principal who do not bind themselves to accept the lowest or any tender. But the tenders on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
10. In the case of materials of technical nature the successful tenders should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
11. Communication of acceptance of the tender normally constitutes a concluded contract.

Nevertheless; the successful tenders shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to

execute the agreement within the period specified will entail the penalties set out in para 12 below.

12. (a) The successful tenders shall, before signing the agreement 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 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 Saving 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 favor of the above officer. Letters of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered though at the discretion of Principal. 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 Principal and contract arranged elsewhere at the defaulter's risk and any loss incurred by Principal on account of the 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 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 or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the Principal shall thereby together with such sums as may be fixed by the Principal 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) If the contractor fails to deliver all or any of the stores or person the service within the time/period(s) specified remedies under 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 deliver or performance, up to 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 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. "If the Security Deposit is not released even after the completion of one year , from the date of expiry of the period of contract provided there are no complaints against the contractor, interest at the rate of paid for S.B. Accounts by nationalized banks will be paid on the Security Deposit".

(a) "If the Earnest Money Deposit/Security Deposit is not released within the period specified for no fault of the Contractor, the loss incurred to Principal shall be made good from the Officer responsible for the belated release of the Earnest Money Deposit/Security Deposit."

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 SBT Ponnani; or

(ii) 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 tenders shall quote also 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 case; payments against satisfactory shipping documents including certificates of Insurance will be made up to 90 per cent 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 receipt of the Bank (i.e., counterfoils of

pay-in slips issued by the Bank) along may be accepted as a valid proof for the payment made.

17. 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 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 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, carries on his business or the contract under inspection on behalf of or 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 Principal may complete the contract in such time 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 Principal by any breach of contract by the contractor shall be paid by the contractor to Principal, 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 Tahsilder 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 Principal (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 Principal by an order in writing under *the* hand of the Purchasing Officer put an end to this contract and in case the Principal shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to the Principal under and by virtue of this contract, it shall be lawful for the Principal from and out of any moneys for the time being payable or owing to the contractor from the Principal 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, namely, Ponnani

20. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or any other person authorized by Principal and set off against any claim of the Principal for the payment of a sum of money arising out of or under any other contract made by the contractor with the Principal or any other person authorized by the Principal. Any sum of money due and payable to the successful tenderer or contractor from Principal 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 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 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. However, in exceptional cases if Principal 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 mc. of 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. 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. Principal 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 Principal, 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 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 there under and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made there under. Certified further that we (or our Branch or Agent)

(Address)

Are registered as dealers in the State
of.....
.....
..... Under Registration
No.....
... For purpose of sales tax".

30. 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.

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 provision of the, Indian Arbitration Act, 1940 and of the rules there under

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 even of their not agreeing of the umpire appointed by them. The venue of arbitration shall be the place from which the acceptance of tender is issued or such other place as the purchaser at his entire discretion may determine.

32. The tender should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs.15 purchased in the Kerala State. Stamp paper will be supplied to firms outside Kerala along with the tender forms on payment of Rs.20 (Rs.15 being the value of the stamp paper and Rs.5 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 tenders 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.

Superscription - Tender No.....

for..... Due date and time for

receipt of tender: - Date and time for opening of tender:-

*Date upto which the rates are
to be firm-Price of tender form*

Price of duplicate copy –

*Address of officer from whom tender forms are to be obtained and to whom
tenders are to be sent.-*

Name of Office: (Name and designation of Purchasing Officer) Station and
date:

SCHEDULE OF MATERIALS

Sl. No	Specifications	Quantity	Estimated Price	Estimated Price
1.				

Whether samples essential:

Period within which goods should be delivered:

Rates should be quoted for delivery for

.....

.....

..... at Departmental Stores

.....

Other special conditions:

ANNEXURE
AGREEMENT

Articles of agreement executed of the..... day of
..... two thousand and seventeen BETWEEN the Principal M.E.S.
Ponnani College (hereinafter referred to as ‘the Principal’) 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 Principal 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 Principal a sum of
Rs..... As earnest money for execution of an agreement undertaking
the due fulfilment of the contract in case his tender is accepted by the Principal.

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 Principal
and the contract for Is awarded to the bounden, the
bounden shall within..... Days of acceptance of his tender execute an
agreement with the Principal incorporating all the terms and conditions under
which the Principal accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid
incorporating the terms and conditions governing the contract, the Principal shall
have power and authority to recover from the bounden any loss or damage
caused to the Principal by such breach as may be determined by the Principal 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 Principal under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under time 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 Shri.....
(H.E.name and designation) for and on behalf of the Principal M.E.S. Ponnani College 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 witness:

1.
2.

Signed by
Shri.....(date).....

In the presence of witnesses:

1.
2.