

VAIDYARATNAM AYURVEDA COLLEGE,  
OLLUR-THAIKKATTUSSERY

GENERAL CONDITIONS

TENDER NOTICE FOR SUPPLY OF EQUIPMENTS

Sealed Tenders are invited for the supply of the materials/equipments as specified in the schedule 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. The cost of the Tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected.
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. Every Tenderer should send along with his Tender an earnest money deposit. The amount may be paid either by cash or by Demand Drafts (crossed) on the local branch of State Bank of Travancore, Ollur drawn in favour of the officer mentioned below. 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 Tendereres 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 deposit.

5. 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 or such action taken against him as the authorities think fit.

7. Tenderers shall invariably specify in their Tenders the delivery conditions including the time required for the supply of articles Tendered for.

8. The final acceptance of the tenders rests entirely with the College 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 works included in their tender as may be allotted to them.

9. The final acceptance of the Tenders rests entirely with the undersigned officer who does not bind himself 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. 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 contractors have to pay all the stamp duty, lawyer's charges and other expenses considered to the execution of the agreement. Failure to execute the agreement within the period specified will curtail the penalties sent out in para 11 below.

11. 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 remitted by crossed D.D in favour the undersigned officer in State Bank of Travancore, Ollur. 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 and the contract arranged else where at defaulter's risk and any loss incurred on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby.

b) In cases where a successful Tenderer, after having made partial supplies fails to fulfill the contracts in full, all or any of the materials /equipment not supplied may at the discretion of the purchasing officer, be purchased by means of another Tender or by negotiation or from the next higher Tenderer who had offered to supply already and the loss, if any, caused shall thereby together with such sums as they be fixed by the undersigned towards damages be all covered from the defaulting Tenders.

c) Even in cases where no alternate purchases are arranged for the materials /equipment not supplied, the proportionate portion of the security deposit based on the cost of the materials /equipment not supplied at the rate shown in the Tender of the defaulter shall be forfeited and balance alone shall be refunded.

12. The security deposits 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 there of, until such dispute is determined in the amount of such damages, costs, charges and expenses as may be claimed.

13 a) On acceptance of the tenders, the tenderer shall supply the articles at the Vaidyaratnam Ayurveda College, Ollur.

b) All payments to the contractors will be made by the purchasing officer in due course by cheques payable at the State Bank Of Travancore Ollur.

14. The Tenderers 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.

15. Ordinarily payments will be made only after the supplies are actually verified and taken to stock.

16. The contractor shall not assign, or make over the contract or the benefits or burdens thereof to any other person or body corporate.
17. In case of 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 College is situated.
18. The Tenderers shall undertake to supply materials /equipment according to the standard sample and or specifications.
19. No representation for enhancement of rates once accepted will be considered.
20. Any attempt on the part of the Tenderers or their agents to influence the department in their favour by personal canvassing with the officers concerned will disqualify the Tenderers.
21. Tenderers should be prepared to accept orders subject to the penalty clause for failure of security in the event of default in supplies or forfeiture to supply within the stipulated period.
22. Samples should be forwarded if called for and unapproved samples got back by the Tenderers at their own cost.
23. 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 to course of execution of the contract.
24. 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.
25. The Tenderer should send along with his Tender an agreement executed and signed in Kerala Stamp paper of value of Rs.100/- purchased in the Kerala State. A specimen form of agreement is given as annexure to this Tender. Tenders without the agreement in stamped paper will be rejected outright.

26. The undersigned reserve the right to accept the lowest rate for such items without reference to the entire items.

27. All the rules and regulation applicable to Government Tenders will be applicable to this tender also