

## INVITATION FOR TENDER

CEK/PTA/Grills/01/2021

16-Aug-2021

### Sub: Invitation for Tenders for Grill work

Dear Sir,

1. You are invited to submit your most competitive tenders for the following goods with item wise detailed specifications given in the Annexure-1

Sl. No	Brief Description	Quantity	Delivery Period(In days)	Place of Delivery	Installation Requirement (if any)
1	<b>Grills:.</b> Size: 118"x61" : 30 Nos 78 ½"x61" : 4 Nos <b>Doors :</b> Size : 39 ½"x 92" : 1 No. 36" x 93" : 1 No	<b>34 Nos</b>      <b>2 Nos.</b>	45	College of Engineering Kidangoor	yes

2. Intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for tenders is issued.
3. Tender (to be submitted as per the format given in Annexure II)
  - 3.1 The contract shall be for the full quantity as described above.
  - 3.2 Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
  - 3.3 All duties and other levies payable by the supplier under the contract shall be included in the unit price.
  - 3.4 Applicable taxes shall be quoted separately for all items.
  - 3.5 The prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
  - 3.6 The Prices should be quoted in Indian Rupees only.
4. Each bidder shall submit only one tender.
5. Tender shall remain valid for a period not less than **45** days after the last date of tender submission.

6. Evaluation of tenders,

The Purchaser will evaluate and compare the tenders determined to be substantially responsive i.e. which

- 6.1 are properly signed ; and
- 6.2 confirm to the terms and conditions, and specifications.

7. The Tenders would be evaluated for all items together.

8. Award of contract:

The Purchaser will award the contract to the bidder whose tender has been determined to be substantially responsive and who has offered the lowest evaluated tender price.

- 8.1 Notwithstanding the above, the Purchaser reserves the right to accept or reject any tenders and to cancel the bidding process and reject all tenders at any time prior to the award of contract.

- 8.2 The bidder whose bid is accepted will be notified of the award of contract by the

Purchaser prior to expiration of the tender validity period. The terms of the accepted offer shall be incorporated in the work order.

9. Payment shall be made in Indian Rupees in

**Satisfactory Acceptance - 100% of total cost**

10. All supplied items are under warranty of **12** months from the date of successful acceptance of items.

11. You are requested to provide your offer latest by **14:00** hours on **31-Aug-2021** .

12. Detailed specifications of the items are at Annexure I.

13. Sealed tenders to be submitted/ delivered at the address mentioned below,

**PRESIDENT .PTA, COLLEGE OF ENGINEERING KIDANGOOR, KIDANGOOR SOUTH P.O, KOTTAYAM - 686 583, KERALA, INDIA.**

14. We look forward to receiving your tender and thank you for your interest in this project.

(Authorized Signatory)

Name & Designation

## 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 College of Engineering Kidangoor, 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 ` .....  
(Rupees ..... only) as earnest money.

Yours faithfully

Signature .....

Address... ..

Date:

\*(To be scored in cases where no earnest money deposit is furnished)

## GENERAL CONDITIONS OF CONTRACT

**1. Introduction:** The terms and conditions given below shall form a part of the accompanying detailed technical specifications. The contract to be entered into shall be governed by these conditions and amendments thereto, if any.

### **2. Definitions**

•**College:** Means (“College of Engineering Kidangoor, Kidangoor (S) P O. Kottayam”) which shall include the PRESIDENT, PTA, duly authorized to act and sign on behalf of the college.

•**President:** Means the Head of the College of Engineering Kidangoor. All letters & other communications sent to the College in connection with the contract shall be addressed to the PRESIDENT, PTA.

•**Site:** College of Engineering Kidangoor

•**Tenderer/Supplier/Contractor:** Means the person or firm who is submitting the proposal/ tender.

**3. Tender form:** Tender should be submitted through post or courier in the prescribed form in sealed covers super scribing Purchase of **Grills** at College of Engineering Kidangoor ”against tender notification No. **CEK/PTA/Grills/01/2021** so as to reach the **PRESIDENT, PTA, COLLEGE OF ENGINEERING KIDANGOOR** on or before the last date & time as indicated in the tender notice. No tender received after the due date and time will be accepted on any reason. The cost of tender form is ₹708/- (Rupees Seven Hundred and Eight only)

The tender should be submitted in Original along with the cost of tender form. All the pages in the tender shall be fully signed by an authorized signatory of the company/firm making the tender and stamped with company/firm seal. Relevant authority of the signatories should be attached with the tender.

The quoted rate shall be valid for minimum 45 days from the date of tender opening.

**4. Earnest Money Deposit (EMD):** The tender should be accompanied by an EMD for an amount **2750** /- in the form of DD pledged in favour of the PRESIDENT, PTA, College of Engineering Kidangoor. The tenders not accompanied by the requisite EMD will not be considered. The EMD of unsuccessful tenderers will be returned as soon as the formalities are completed. No interest will be payable on the EMD.

**Contractor**

**PRESIDENT, PTA**

If the successful tenderer fails to give Security Deposit within one week after the date of the work order or within a reasonable time as agreed by the College, his EMD will be forfeited. The EMD submitted by tenderers are liable to be forfeited in case the tenderer withdraws his tender or enhances the prices during the validity period.

**5. Acceptance:** The authority for the acceptance of the tender rests exclusively with the PRESIDENT, PTA. The PRESIDENT, PTA does not undertake to accept the lowest or any particular tender or to assign any reason for the rejection of any tender.

**6. Agreement:** The successful tenderer shall execute an agreement with the PRESIDENT, PTA in stamp paper worth Rs 200/- for the proper fulfillment of the contract as per the proforma attached with work order /supply order. The accepted tender with all the enclosed schedules, copy of tender notice, conditions of contract and technical specifications, letter of award shall form part of this agreement. The cost of all stamp papers for executing the agreement and legal expenses incident thereto shall be borne by the successful bidder. Agreement format is given in Annexure III.

7. The contractor shall not assign/sublet to any person or persons the execution of the work any part thereof without the consent of the College/CAPE who shall have absolute power to refuse such consent and or to cancel the contract at any time if not satisfied with the manner in which contract is being executed.

8. In case the tenderer/supplier fails to execute the work within the time provided the contractor commits any breach of the contract, it shall be lawful to arrange the contract at the risk and cost of the contractor.

9. No representation of enhancement of rates once accepted will be considered.

10. The College reserves the right to cancel the work order in part or in full by giving one week advance notice by registered post if the contractor fails to comply with any of the terms of the contract, the contractor becomes bankrupt or goes into liquidation of the creditor, any receiver is appointed for the property owned by the supplier.

**11. Guarantee:** The contractor is bound to rectify the defects which may occur within the guarantee period.

**12. Dispute:** All disputes regarding this tender shall be settled by a process of mutual negotiation.

**CONTRACTOR**

**PRESIDENT, PTA**

**13. Security Deposit:** The successful tenderer shall, within a week from the date of intimation of the acceptance of his/their tender, submit a bank guarantee for an amount equivalent to 5 % of the value of the contract for the faithful performance of the contract and for guaranteeing the performance of the equipment in the form of bank guarantee/ FD Receipt lien to PRESIDENT, PTA College of Engineering Kidangoor, for a duration equivalent to guarantee period. This bank guarantee/ FD Receipt will be returned after the guarantee period.

**14. Acceptance of Terms & Conditions:** The contractor must confirm their acceptance of the terms and conditions mentioned herein above.

**CONTRACTOR**

**PRESIDENT, PTA**

## Annexure I

### Invitation for tender for supply of goods

Specifications and Schedule:

Sl No.	Item	Specification
1	Grills	<b>Material Specifications:</b> 12mm Rod 25x6mm Flat <b>Design Specifications:</b> Separation between flat : 5 ½" Separation between rods : 5" Separation between flat at the Center : 4"

**Annexure II**

**FORMAT FOR TENDER SUBMISSION**

(In letterhead of the supplier with seal)

Date: \_\_\_\_\_

To:

\_\_\_\_\_  
\_\_\_\_\_

Sl. No.	Description of goods (with full Specifications)	Qty.	Unit	Quoted Unit rate in Rs. (Including Ex Factory price, excise duty, packing and forwarding, transportation, insurance, other local costs incidental to delivery and warranty/ guaranty commitments)	Total Price (A)	Sales tax and other taxes payable	
						In %	In figures (B)
<b>Total Cost</b>							

Gross Total Cost (A+B): Rs. \_\_\_\_\_

We agree to supply the above goods in accordance with the technical specifications for a total contract price of Rs. ————— (Amount in figures) (Rupees —————amount in words) within the period specified in the Invitation for Tenders.

We confirm that the normal commercial warranty/ guarantee of ————— months shall apply to the offered items and we also confirm to agree with terms and conditions as mentioned in the Invitation Letter.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Signature of Supplier

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact No: \_\_\_\_\_



**Annexure III**

**Agreement in stamp paper worth Rs 200/-**

ARTICLES OF AGREEMENT executed on this the ..... day of ..... Two thousand and eighteen ..... BETWEEN the PRESIDENT, PTA COLLEGE OF ENGINEERING KIDANGOOR hereinafter referred to as “the PRESIDENT, PTA”) 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 PRESIDENT, PTA 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 PRESIDENT, PTA a sum of ` ..... as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the PRESIDENT, PTA.

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 PRESIDENT, PTA and Contract for ..... is awarded to the bounden, the bounden shall within ..... days of acceptance of his tender execute an agreement with the PRESIDENT, PTA incorporating all the terms and conditions under which the PRESIDENT, PTA accepts his tender.

2. (a) In cases where along with the tender samples have been forwarded to the College and the sample approved the Contractor agrees to supply the materials according to the approved samples. In other cases the Contractor agrees to forward samples to College for approval if so required and then to supply materials according to such approved samples. When samples are not required, the Contractor agrees to supply according to standard specifications. Samples forwarded by the Contractor to the College will not be paid for and shall be the property of the College but the College are at liberty to return them to the Contractor on the completion of his contract or to pay for them at agreed rates if they so choose. All samples must be clearly labeled showing to what particular items tendered for they relate and they should be of sufficient size and quantity to enable the College to see if the supplies made are according to the approved samples.

(b) The contractor hereby declares that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and

particulars contained in the copy of the order attached here with and the Contractor hereby guarantees that the said goods would continue to conform to the description and quality aforesaid for a period of ..... days/ months from the date of delivery of the said goods to College and that notwithstanding the fact that the College may have inspected and/or approved the said goods, if during the aforesaid period of ..... days/month the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the College in that behalf will be final and conclusive) the College will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be at the Contractor's risk and all the provisions herein contained relating to rejection of goods, etc., shall apply. The contractor shall, if so called upon to do replace the goods, etc., or such portion thereof as is rejected by the College. Otherwise the contractor shall pay to the College such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the College in that behalf under this contract or otherwise.

3. Requests for enhancement of rates once accepted will not be considered except where College have, prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstances. Conditions of sale or other special terms and conditions, if any, printed on the tender sheets of the Contractor or attached with the Contractor's tender or any other letter or paper from the Contractor will not govern this contract nor bind the College in any manner whatsoever unless such terms have been expressly accepted by the College in writing.

4. The articles and quantities to be supplied are shown in the copy of the purchase order herewith attached. The Contractor however agrees to supply the quantity shown in the order at the rate tendered by him for that article within the time fixed.

5. In the case of goods delivered by shipment, the Contractor, shall where, the expected tonnage of goods is more than 200 tons, deliver goods through the Cochin Port, if so required by College.

6. The Contractor agrees that time is the essence of this contract.

7. (a) If the contractor defaults in the due supply of all or any of the articles correctly and promptly as above the College are at liberty to procure the same from elsewhere without cancelling the contract as a whole. If College incur, in thus procuring such materials, a higher cost than the agreed rate such excess cost may be deducted by the College from the Contractor's bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The contractor agrees that he shall not be entitled to claim the excess, if any, of the tendered rate over such cost to College.

(b) If the Contractor fails to deliver all or any of the Stores or perform the service within the time/period(s) specified in the contract, 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 delivery 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.

8. (a) All payments to the Contractor for supplies effected satisfactory will be made after scrutiny of his bills :

- (i) either by departmental cheques payable at the College Treasuries.
- (ii) or by cheques or drafts of the Reserve Bank of India, State Bank of India and State Bank of Travancore (at any of their principal branches in India);
- (iii) or in the case of supplies from abroad by drafts or otherwise as may be agreed to.

(b) 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.

9. All incidental expenses incurred by the College for making payments outside the district in which the claim arises shall be borne by the contractor.

10. The contractor shall not assign or make over in part or wholly the contract or the benefits or burdens thereof. The contractor shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of the College. The College shall have absolute power to refuse such consent or rescind such consent (if given) at any time. The contractor shall not be relieved from his obligation, duty or responsibility under this contract even if consent to let or subject is given by College.

11. Notwithstanding the provisions contained in clause 5, the College shall have the right to cancel the contract for any default on the part of the contractor in due performance thereof.

12. It shall be lawful for the College from and out of any money for the time being payable or due to the Contractor from the College under this contract or otherwise to set off any loss or expense, cost or damages sustained or incurred by the College by reason of the cancellation of the contract.

13. The bank guarantee shall subject to the conditions specified herein be returned to the contractor within three months after the expiration of the contract. 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. The contractor agrees that any communication addressed to him may be handed over to him

or his agent personally or left at his residence or place of business or may be sent by prepaid post to his address as mentioned in this deed.

15. In case the supply of articles involves erection of machinery the contractor agrees that the machinery will be erected within the time and at the place specified by the College/Purchasing Officer in that behalf. It shall also be the duty and responsibility of the contractor to see that the machinery thus erected is in good working condition to the satisfaction of the person duly authorized by the College/Purchasing Officer in that behalf and to ensure the proper functioning of the machinery till the guarantee period is over.

In the event of the failure of the contractor to erect the machinery within the time and at the place specified by the College/Purchasing Officer or in the event of the machinery failing to function properly during the guarantee period, the amount spent by the College and the loss sustained by the College on this account by making alternative arrangements shall be recoverable from the contractor in the manner provided in clause 15 hereunder.

16. The Contractor agrees that all sums found due to the College under or by virtue of these presents shall be recoverable from him and his properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being in force as though they are arrears of land revenue or in any other manner and within such time as the College may deem fit. In deciding what sum of money is due to College under or by virtue of this deed, the contractor agrees that the decision of the College shall be final and conclusive and shall be binding on the contractor.

17. The Contractor agrees that any sum of money due and payable to him from College shall be adjusted against any sum of money due to College from him under any other contracts.

In witness whereof Shri..... (H.E name and designation ) for and on behalf of the College of Engineering Kidangoor and Shri..... the bounden have hereunto set their hands the day and year shown against their representative signatures.

Signed by Shri.....(Date)  
..... In the presence of witnesses:

- .....
- .....

Signed by Shri.....(Date)  
..... In the presence of witnesses:

- .....

•.....

**CONTRACTOR**

**PRESIDENT, PTA**