

TRAVANCORE DEVASWOM BOARD TRIVANDRUM

ROC/455/16/CBSE

13-4-2016

Sealed tenders are invited for the supply of the materials to Travancore Devaswom Board Central Schools as specified in the schedule attached.

Tender No. 2/16/CBSE

GENERAL CONDITIONS

1. The tenders should be addressed to The Secretary, Travancore Devaswom Board in a sealed cover with the tender number 2/16/CBSE duly superscribed on the cover.
2. The tenders should be in the prescribed form which can be downloaded from the websites of Travancore Devaswom Board/tdbcentralschools.edu.in on payment of the price which is noted below. Cost of downloaded forms are to be paid along with EMD.

The cost of tender form is fixed as Rs.600/- + VAT; and that of duplicate copy Rs. 300/- + VAT. 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 Secretary, Travancore Devaswom Board, Nanthancode, Trivandrum – 3 on **5-5-2016, 5 pm**. 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 should send along with his tender, an earnest money of Rs.3000/- (Rs. Three thousand only)The amount may be paid as DD in the name of Secretary, Travancore Devaswom Board payable at Trivandrum. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned within a period of one month after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract.

5. The tenders will be opened on **6-5-2016** at 11.30 am 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 .

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 tenderer shall clearly specify whether the articles offered bear Indian Standards Institution certification Mark or not. In such cases, they shall produce copies of Certification mark along with their tender in support of it.

(b) 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. The Board 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 TDB who do not bind themselves to accept the lowest or any tender. The tender will be finalized on total cost

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 seven days from the date of acceptance of the contract. 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 per cent of the value of the contract as security for the satisfactory fulfillment of the contract less the EMD paid by him along with his tender. The amount of security may be deposited as DD in the name of Secretary, Travancore Devaswom Board payable at Trivandrum.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 contract arranged elsewhere at the defaulter's risk and any loss incurred by Devaswom Board 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 fulfil 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 Board shall thereby together with such sums as may be fixed by the Board towards damages be recovered from the defaulting tenderer.

(c) 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, upto 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 Board concerned and the contractor, the Board 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. 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 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 interest 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 Board 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 by cheques

(b) All incidental expenses incurred by the Board 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 incase the payment is made promptly within fifteen days/within one month of taking delivery of stores.

16. Payments will be made only after the supplies are actually verified and taken to stock.

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 the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

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 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 Board may complete the contract in such time and manner and by such persons as the Board shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Board against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to Board by any breach of contract by the contractor shall be paid by the contractor to Board, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State. (b) The persons/contractors submitting tenders should produce a solvency certificate, clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside along with their tenders.

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

Contd.....

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 Board (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 Board by an order in writing under the hand of the Purchasing Officer put an end to this contract and incase the Board 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 money shall then or any time during the continuance of this contract be payable by the contractor to the Board under and by virtue of this contract, it shall be lawful for the Board from and out of any moneys for the time being payable or owing to the contractor from the Board under or by virtue of this contract or otherwise to pay and reimburse to the Board 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 the time being be payable by the contractor aforesaid.

(b) In case any difference or dispute arises in connection with the contract, all legal proceeding relating to the matter shall be instituted in the Court within the jurisdiction of Trivandrum.

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

(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

24. Any attempt on the part of the tenderers or their agents to influence the Board 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 go back by the tenderers at their own cost. Samples sent by V.P. Post or 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so 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. Board 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 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 States 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 thereunder, Certified further that we (or our Branch or agent) (Address)..... are registered as dealers in the State of under Registration No. for purposes 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 event 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 tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs100/- purchased in the Kerala State.

A specimen form of agreement is also given in this Annexure. 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 tenderer 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 2/16/CBSE for Pre-Primary play materials..	
Due date & time for receipt of tender	5-4-2016 – 5 Pm.
Due date & time for opening of tender	6-5-2016 – 11.30 am.
Date upto which the rates are to be firm	30-6-2016
Price of Tender Form	Rs. 600/- + VAT
Price of duplicate copy	Rs.300/- + VAT
EMD	Rs.3000/-
Address of Officer from whom tender forms are to be obtained and to whom tenders are to be sent.	Secretary, Travancore Devaswom Board, Nanthencode, Trivandrum – 3.

Name of Office: Travancore Devaswom Board , Trivandrum

Name : Sri. V.S.Jayakumar, Secretary , Travancore Devaswom Board, Trivandrum.

Trivandrum
Date : 6-4-2016

SCHEDULE OF MATERIALS

(ii) Pre-Primary Play materials

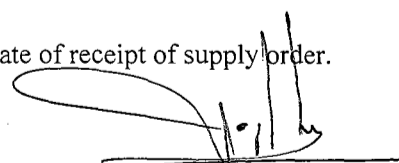
Sl.No.	Items	Qty	Total cost inclusive of taxes
1	Single wave Slide (1.5m x 0.35m x 1.05m Coated with Gelicoat paint, made of B class GI pipe, painted with attractive colours.)	4	
2	Sea saw(single, Heavy duty, with two FRP seats – 2m x 0.65m x 0.60m, coated with Gelicoat paint, made of B class GI pipe, painted with attractive colours.)	4	
3	Four FRP seat Swing (Coated with Gelicoat paint, made of B class GI pipe, painted with attractive colours.	4	
4	Six FRP seat Merry Go round (Coated with Gelicoat paint, made of B class GI pipe, painted with attractive colours.	4	
	Installation charges		
	Grand Total		

The above items (one each) are to be supplied and installed at TDB Central Schools, Chakkuvally, Kadakkal, Vettikkavala & Varkala.

So rates should be quoted accordingly. DGS&D rates also may be quoted, if available.

Whether samples essential: No

Period within which goods should be delivered : 15 days from the date of receipt of supply order.


 Secretary

FORM OF SHORT TENDER NOTICE

Tender No.2/16/CBSE : Department: Travancore Devaswom Board , CBSE section

Sealed tenders are invited for the supply of the following stores:

SCHEDULE OF MATERIALS

(ii) Pre-Primary class Items

Sl.No.	Items	Qty	Total cost inclusive of taxes
1	Single wave Slide (1.5m x 0.35mm x 1.05m Coated with Gelicoat paint, made of B class GI pipe, painted with attractive colours.)	4	
2	Sea saw(single, Heavy duty, with two FRP seats – 2m x 0.65m x 0.60m, coated with Gelicoat paint, made of B class GI pipe, painted with attractive colours.)	4	
3	Four FRP seat Swing (Coated with Gelicoat paint, made of B class GI pipe, painted with attractive colours.	4	
4	Six FRP seat Merry Go round (Coated with Gelicoat paint, made of B class GI pipe, painted with attractive colours.	4	
	Installation charges		
	Grand Total		

The above items (one each) are to be supplied and installed at TDB Central Schools, Chakkuvally, Kadakkal, Vettikkavala & Varkala.

So rates should be quoted accordingly. DGS&D rates also may be quoted , if available.

Whether samples essential: No

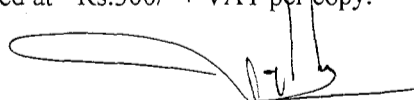
Period within which goods should be delivered : 15 days from the date of acceptance of supply order.

The envelopes containing the tender should bear the superscription
“ Tender for the supply of Nursery class items and should be addressed to The Secretary, Travancore Devaswom Board , Nanthencode, Trivandrum – 695 003

Last date for receipt of tenders will be 5-5-2016 , 5 pm. Late tenders will not be accepted.
The tenders will be opened at 11.30 am on 6-5-2016 in the presence of such of the tenderers or their authorized representatives who may be present at that time.

Intending tenderers may download the tender forms from the website of Travancore Devaswom Board or tdbcentralschool.edu.in on which tenders should be submitted. Tender form should be accompanied by a DD in the name of Secretary , Travancore Devaswom Board for Rs.600/- + VAT. payable at Trivandrum` which is the price fixed for a form/set of forms and which is not refundable under any circumstances. Every tenderer should send along with his tender, an earnest money of Rs.3000/- (Rs. Three thousand only) paid as DD in the name of Secretary, Travancore Devaswom Board payable at Trivandrum. The tender forms are not transferable. Cheques, postage stamps, etc., will not be accepted towards the cost of forms, nor will the forms be sent per V.P.P. Duplicate tender forms, if required will be issued at ` Rs.300/- + VAT per copy.

Nanthencodu


Secretary

Date:13-4-2016

Travancore Devaswom Board

AGREEMENT

Articles of agreement executed on this the day of between the Secretary, Travancore Devaswom Board 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 Travancore Devaswom Board a tender for thespecification therein subject to the terms and conditions contained in the said tender; WHEREAS the bounden has also deposited with the Travancore Devaswom Board 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 Travancore Devaswom Board.

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 Board and the contract for is awarded to the bounden, the bounden shall withindays of acceptance of his tender execute an agreement with the Travancore Devaswom Board 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 Travancore Devaswom Board shall have power and authority to recover from the bounden any loss or damage caused to the Board by such breach as may be determined by the Travancore Devaswom Board 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 Travancore Devaswom Board 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 Board may deem fit.

In witness whereof Shri.V.S.Jayakumar,Secretary, TDB for and on behalf of Travancore Devaswom Board and Shri..... Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri.V.S.Jayakumar (date)

In the presence of witnesses:

1.
2.

Signed by Shri. (date)

In the presence of witnesses:

1.
2.