



KERALA AYURVEDIC STUDIES AND RESEARCH SOCIETY
(Registered under the Societies Registration Act (1860) Reg No. S.60 of 1975)

FORM OF TENDER

From

To

The Chief Executive Officer,
KASRS, Kottakkal.

Sir,

I/We hereby tender to purchase & Installation of computers, under the annexed general conditions of contract the whole of the items referred to and described in the attached specification in tender notice, as may be decided by Chief Executive Officer, KASRS 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.....
(Rupees..... only) as
earnest money deposit and Rs.....
(Rupees..... only) as

Tender Fee

Yours faithfully

Signature

Address.....

Date:

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

GENERAL CONDITIONS

Sealed tenders are invited for the computers as specified in the specification given in tender notice.

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. payment of the price which is also noted below. 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 tenderer should send their tenders so as to reach the Officer mentioned below, on due date and time. 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. Application for the tender form should be accompanied by a remittance of tender fee either by D.D. of Bank in favor of Chief Executive Officer, KASRS, or by cash. @ 0.2% of tender amount, which is not refundable under any circumstances
4. Every tenderer who has not registered his name with the state Government (Stores Purchase Department), should send along with his tender, an earnest money of one percent of the total cost of the tendered article for (rounded to the nearest rupee) subject to a minimum of Rs.1500, if the amount calculated at one per cent of the value of the articles tendered for falls below Rs.1500. The amount may be paid by Demand drafts (crossed) on the kottakkal branch of any Bank drawn in favor of the officer mentioned below. Cheques will not be accepted. The earnest money of the unsuccessful tenderer 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".
5. The tenders will be opened on 23/06/2020, 11 am in the office of the undersigned, in the presence of such of those tenderer or their nominees who may be present at that time.
6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if, any, deposited by him will be forfeited to KASRS or such action taken against him as Chief Executive Officer, KASRS think fit.
7. Tenderer shall invariably specify in their tenders the maintenance specification, spare parts supplied etc.
8. The firm must have expertise in on-site maintenance and repair of servers, desktop computers and other hardware parts and accessories.
9. The final acceptance of the tenders rests entirely with the Chief Executive Officer who do not bind themselves to accept the lowest or any tender.
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 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 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 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 as

Demand draft of Bank enough at the discretion of Chief Executive Officer, KASRS. 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 Chief Executive Officer, KASRS and contract arranged elsewhere at the defaulter's risk and any loss incurred by Chief Executive Officer, KASRS 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 canceled.

(b) In cases where a successful tenderer, after having entered the agreement fails to fulfill the contracts in full, all or any of the spares not supplied or repairs not undertaken special conditions attached below apply

(c) Even in cases where no alternate purchases are arranged for the materials not repaired, special conditions attached below apply

(d) If the contractor fails to perform the purchase within the time/period(s) specified in the contract, special conditions attached below apply

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 Chief Executive Officer, KASRS and the contractor, the Chief Executive Officer, KASRS 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 Chief Executive Officer, KASRS to the contractor.

14. (a) All payments to the contractors will be made by the Chief Executive Officer in due course by cheques of Bank of India.

(b) All incidental expenses incurred by Chief Executive Officer, KASRS for making payments outside the district in which the claim arises shall be borne by the contractor.

15. The tenderer shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within one month of agreement.

16. Ordinarily payments will be made only after the agreement is executed

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 under let 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 Chief Executive 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. 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 Chief Executive Officer to the contractor, be determined and the Chief Executive Officer, Kerala Ayurvedic Studies & Research Society may complete the contract in such time and manner and by such persons as the Chief Executive Officer, KASRS shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Chief Executive Officer, KASRS against the contractor or his sureties in respect of any breach of contract therefore committed

by the contractor. All expenses and damages caused to Chief Executive Officer, KASRS by any breach of contract by the contractor shall be paid by the contractor to Chief Executive Officer, KASRS and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

19.a In case the contractor fails to execute the contract as per the agreement 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 Chief Executive Officer, KASRS (if they shall think fit to do so) to arrange for the amc from elsewhere or on behalf of Chief Executive Officer, KASRS by an writing under the hand of the Chief Executive Officer put an end to this contract and in case Chief Executive Officer, KASRS 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 Chief Executive Officer, KASRS under and by virtue of this contract, it shall be lawful for Chief Executive Officer, KASRS from and out of any moneys for the time being payable or owing to the contractor from Chief Executive Officer, KASRS under or by virtue of this contract or otherwise to pay and reimburse to the Chief Executive Officer, KASRS 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 proceeding relating to the matter shall be instituted in the Court within whose jurisdiction the Chief Executive Officer voluntarily resides.

20. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Chief Executive Officer, KASRS or any other person authorized by Chief Executive Officer, KASRS and set off against any claim of the Chief Executive Officer, KASRS for the payment of a sum of money arising out of or under any other contract made by the contractor with the Chief Executive Officer, KASRS or any other person authorized by Chief Executive Officer, KASRS. Any sum of the money due and payable to the successful tenderer or contractor from Chief Executive Officer, KASRS shall be adjusted against any sum of money due to Chief Executive Officer, KASRS 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 or in the same manner by e-mail.

22. The tenderer shall undertake to perform purchase according to the agreement.

23. No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if Chief Executive Officer, KASRS is convinced of any compelling need for enhancement of rate, he may do so.

24. Any attempt on the part of the tenderer or their agents to influence the KASRS employees in their favour by personal canvassing with the Officers concerned will disqualify the tenderer.

25. Telegraphic quotations will not be considered.

26. 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/ during the course of execution of the contract.

27. The firm must be registered with the Registrar of companies. The company should produce the self attested photocopies of documents related to allocation of Registration Number, PAN number, service tax number. The firm should produce the authorization letter from the manufacturer

28. Special conditions, if any, of the tenderer attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the Chief Executive Officer .

29. Minimum 3 year warranty is required .

30. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs.200 purchased in the Kerala State. Tenders without the agreement in stamped paper will be rejected outright. But in deserving cases where agreement has not been received, the Chief Executive 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 Chief Executive 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. A3-797/2020/1

Due date and time for receipt of tender – 22/06/2020, 3.00 pm

Date and time for opening of tender – 23/06/2020, 11 am

Date up to which the rates are to be firm – Entire contract term
Address of Officer from whom tender forms are to be obtained and to whom tenders are to be sent:

Name of Office: Chief Executive Officer. KASRS, Edarikode PO – 676501, Kottakkal

Thanking you,

Yours faithfully,