



കേരള വെറ്ററിനറി & അനിമൽ സയൻസ് യൂണിവേഴ്സിറ്റി
ഏവിയൻ റിസർച്ച് സ്റ്റേഷൻ, തിരുവാഴാംകുന്ന്
ഫോൺ നമ്പർ : 04924 - 208206, E-mail: arst@kvasu.ac.in

നമ്പർ:എ.ആർ.എസ്/ആർഎഫ്/287/2022 (II)

തീയതി : 27.06.2022

ടെൻഡർ നോട്ടീസ്

കേരള വെറ്ററിനറി ആൻഡ് അനിമൽ സയൻസ് യൂണിവേഴ്സിറ്റി തിരുവാഴാംകുന്ന് ക്യാമ്പസിൽ സ്ഥിതി ചെയ്യുന്ന ഏവിയൻ റിസർച്ച് സ്റ്റേഷന്റെ കീഴിൽ പ്രവർത്തിക്കുന്ന റിവോൾവിംഗ് ഫണ്ട് പാൾട്ടി പ്രോജക്ടിന്റെ ഭാഗമായുള്ള ഫീഡ് മില്ലിലേക്ക് ചാക്ക് വിതരണം ചെയ്യുന്നതിന് ഒരു വർഷത്തെ കരാർ അടിസ്ഥാനത്തിൽ വിതരണക്കാരിൽ നിന്ന് മുദ്ര വെച്ച ടെൻഡറുകൾ ക്ഷണിച്ചുകൊള്ളുന്നു.

കരാർ സംബന്ധിച്ച സുപ്രധാന വിവരങ്ങൾ


ടെൻഡർ സമർപ്പിക്കുന്ന കവറിനു പുറത്തു “തിരുവാഴാംകുന്ന് ക്യാമ്പസിൽ സ്ഥിതി ചെയ്യുന്ന ഏവിയൻ റിസർച്ച് സ്റ്റേഷന്റെ കീഴിൽ പ്രവർത്തിക്കുന്ന റിവോൾവിംഗ് ഫണ്ട് പാൾട്ടി പ്രോജക്ടിന്റെ ഭാഗമായുള്ള ഫീഡ് മില്ലിലേക്ക് ചാക്ക് വിതരണം ചെയ്യുന്നതിനുള്ള ടെൻഡർ” എന്ന് രേഖപ്പെടുത്തിയിരിക്കണം.

ടെൻഡർ അയക്കേണ്ട വിലാസം: സ്പെഷ്യൽ ഓഫീസർ & പി.ഐ, റിവോൾവിംഗ് ഫണ്ട് പാൾട്ടി പ്രോജക്ട് എ.ആർ.എസ്. തിരുവാഴാംകുന്ന്.

ടെൻഡർ ലഭിക്കേണ്ട അവസാന തീയതി,സമയം	: 22.07.2022,3 PM
ടെൻഡർ തുറക്കുന്ന തീയതി , സമയം	: 22.07.2022,3 PM
കരാർ പ്രാബല്യം	: 1 വർഷം
ടെൻഡർ പ്രമാണങ്ങൾ സ്വീകരിക്കുന്ന ഓഫീസ്	: റിവോൾവിംഗ് ഫണ്ട് ഫീഡ് മിൽ ഓഫീസ്, തിരുവാഴാംകുന്ന്.

(ടെൻഡറിന്റെ വിശദാംശങ്ങൾ ഇതോടൊപ്പം ചേർക്കുന്നു)




സ്പെഷ്യൽ ഓഫീസർ & പി.ഐ
Special Officer & PI
Revolving Fund Poultry Project
Avian Research Station
KVAFSU, Thiruvazhankunnu

വിശദാംശങ്ങൾ

ഇനം	ചാക്കിന്റെ അളവ്	നീരക്ക്
എച്ച്.ഡി.പി.ഇ വോവൻ അച്ചടിച്ച ചാക്ക് (ചാക്ക് ഒന്നിന് 110 ഗ്രാം)	28*41 ഇഞ്ച് വെള്ള ചാക്ക്	
എച്ച്.ഡി.പി.ഇ വോവൻ പ്ലെയിൻ ചാക്ക് (ചാക്ക് ഒന്നിന് 110 ഗ്രാം)	28*41 ഇഞ്ച് വെള്ള ചാക്ക്	

നിബന്ധനകൾ

1. ടെൻഡർ സമർപ്പിക്കുന്ന കവറിനു പുറത്തു “തിരുവാഴാംകുന്ന് ക്യാമ്പസ്സിൽ സ്ഥിതി ചെയ്യുന്ന ഏവിയൻ റിസർച്ച് സ്റ്റേഷന്റെ കീഴിൽ പ്രവർത്തിക്കുന്ന റിവോൾവിംഗ് ഫണ്ട് പൗൾടി പ്രോജക്ടിന്റെ ഭാഗമായുള്ള ഫീഡ് മില്ലിലേക്ക് ചാക്ക് വിതരണം ചെയ്യുന്നതിനുള്ള ടെൻഡർ” എന്ന് രേഖപ്പെടുത്തിയിരിക്കണം.
2. കരാറിന്റെ കാലയളവ് ടെൻഡർ സ്വീകരിച്ചതു മുതൽ ഒരു വർഷത്തേക്കുള്ള കാലയളവിലേക്കാണ്. ഈ കാലയളവിൽ യാതൊരു കാരണവശാലും കരാർ തുക വർദ്ധിപ്പിക്കുന്നതല്ല.
3. അച്ചടിച്ചതിന്റെയും അച്ചടിക്കാത്തതിന്റെയും വില ടെൻഡറിൽ രേഖപ്പെടുത്തേണ്ടതാണ്.
4. ടെൻഡറിൽ രേഖപ്പെടുത്തുന്ന തുക കയറ്റിറക്ക് കൂലി ഉൾപ്പെടെ ആയിരിക്കണം.
5. സപ്ലൈ ഓർഡർ പ്രകാരമുള്ള ചാക്കുകൾ കൃത്യ സമയത്ത് ഫീഡ് മില്ലിൽ എത്തിച്ചു നൽകേണ്ടതാണ്.
6. ചാക്കുകൾ വിതരണം ചെയ്യുന്ന സമയത്തെ കയറ്റിറക്കു ജോലി തിരുവാഴാംകുന്നിലെ അംഗീകൃത യൂണിയൻ തൊഴിലാളികളാണ് ചെയ്യുന്നത്. കയറ്റിറക്ക് തൊഴിലാളികൾക്കുള്ള കൂലി അതാത് സമയത്ത് തന്നെ കരാറുകാരൻ നൽകേണ്ടതാണ്.
7. ടെൻഡർ ലഭിച്ച കരാറുകാരൻ സെക്യൂരിറ്റി ഡിപ്പോസിറ്റായി ഒരു വർഷത്തെ കരാർ തുകയുടെ 5% ആയ തുക സ്പെഷ്യൽ ഓഫീസർ & പി.ഐ, റിവോൾവിംഗ് ഫണ്ട് പൗൾടി പ്രോജക്ട്, എ.ആർ.എസ് തിരുവാഴാംകുന്ന് എന്ന പേരിൽ എസ്. ബി. ഐ അലനല്ലൂർ ബ്രാഞ്ചിൽ മാറാവുന്ന ഡിമാൻഡ് ഡ്രാഫ്റ്റായോ, ഓഫീസിൽ നേരിട്ടോ അടയ്ക്കേണ്ടതാണ്.
8. ടെൻഡർ ഫോമിന്റെ വില ആയ രൂപ 1416/- (1200 + Gst 18% Amount Rs.216/-) രൂപയുടെയും നിരതദ്രവ്യം ആയ രൂപ 6000 രൂപയുടെയും വെവേറെ ഡിമാൻഡ് ഡ്രാഫ്റ്റായി ടെൻഡറിനോടൊപ്പം സമർപ്പിക്കേണ്ടതാണ്.
9. ടെൻഡർ ഫോമിന്റെ വില ആയ 1416/- രൂപയും നിരതദ്രവ്യം ആയ 6000/- രൂപയും സ്പെഷ്യൽ ഓഫീസർ & പി.ഐ, റിവോൾവിംഗ് ഫണ്ട് പൗൾടി പ്രോജക്ട്, എ.ആർ.എസ് തിരുവാഴാംകുന്ന് എന്ന പേരിൽ എസ്. ബി. ഐ അലനല്ലൂർ ബ്രാഞ്ചിൽ മാറാവുന്ന വെവേറെ ഡിമാൻഡ് ഡ്രാഫ്റ്റായി ടെൻഡറിനോടൊപ്പം സമർപ്പിക്കേണ്ടതാണ്. മേൽ പറഞ്ഞ തുകകൾക്കുള്ള ഡിമാൻഡ് ഡ്രാഫ്റ്റുകൾ ടെൻഡറിനോടൊപ്പം സമർപ്പിക്കാത്ത ടെൻഡറുകൾ നിരസിക്കുന്നതാണ്.

10. ഏർപ്പെട്ട കരാറിൽ നിന്ന് പിന്മാറാൻ ഉദ്ദേശ്യമുള്ള പക്ഷം കുറഞ്ഞത് ഒരു മാസം മുൻപ് ബന്ധപ്പെട്ട അധികാരിക്ക് മുൻപാകെ നോട്ടീസ് നൽകേണ്ടതാണ്. നോട്ടീസ് നൽകാതെ കരാറിൽ നിന്ന് പിൻമാറിയാൽ ഫീഡ് മില്ലിനുണ്ടാകുന്ന കഷ്ടനഷ്ടങ്ങൾക്ക് കരാറുകാരൻ ഉത്തരവാദിയായിരിക്കും.
11. സ്പെഷ്യൽ ഓഫീസർക്ക് എപ്പോൾ വേണമെങ്കിലും ഏർപ്പെട്ട കരാർ കാരണമെന്നും ബോധിപ്പിക്കാതെ, 48 മണിക്കൂർ സമയത്തെ നോട്ടീസ് നൽകി റദ്ദാക്കാവുന്നതാണ്.
12. കരാറുകാരൻ 200 രൂപ മുദ്ര പത്രത്തിൽ നിശ്ചിത മാതൃകയിൽ കരാർ വ്യവസ്ഥ ഒപ്പു വെക്കേണ്ടതാണ്.
13. തൃപ്തികരമായ രീതിയിൽ ചാക്ക് വിതരണം ചെയ്ത ശേഷമെ ബിൽ തുക അനുവദിക്കുകയുള്ളൂ. ചാക്ക് തൃപ്തികരമായ രീതിയിൽ വിതരണം ചെയ്ത ശേഷം മൊത്തം ബിൽ കയറ്റിറക്ക് കൂലി ഉൾപ്പെടെ നൽകേണ്ടതാണ്. യാതൊരു കാരണവശാലും തുക മുൻകൂറായി നൽകുന്നതല്ല.
14. കരാറുകാരൻ ചാക്കുകൾ നിശ്ചിത സമയത്ത് നൽകാതെയോ ഇടക്കുവെച്ച് നിർത്തുകയോ ചെയ്താൽ അടുത്ത കുറഞ്ഞ നിരക്ക് രേഖപ്പെടുത്തിയ വ്യക്തിക്ക് കരാർ നൽകുന്നതായിരിക്കും.
15. സ്പെഷ്യൽ ഓഫീസർ, അദ്ദേഹം അധികാരപ്പെടുത്തുന്ന വ്യക്തിയോ വ്യക്തികൾക്കോ അദ്ദേഹം ആവശ്യപ്പെടുന്ന സമയത്ത് കൃത്യമായി ചാക്കുകൾ വിതരണം ചെയ്യേണ്ടതാണ്.
16. ചാക്കുകൾ വിതരണം ചെയ്യുന്നതിൽ ഏതെങ്കിലും രീതിയിൽ തടസ്സം നേരിട്ടാൽ പകര സംവിധാനം കരാറുകാരൻ ഉണ്ടാക്കേണ്ടതും, അക്കാലത്തിൽ വീഴ് വരുത്തിയാൽ കരാറുകാരന്റെ ചിലവിൽ സ്ഥാപനം തന്നെ വേറെ വിതരണ മാർഗ്ഗം ലഭ്യമാക്കുകയും അതുമൂലം ഉണ്ടാകുന്ന കഷ്ടനഷ്ടങ്ങൾക്ക് കരാറുകാരൻ ഉത്തരവാദി ആയിരിക്കും.
17. സ്പെഷ്യൽ ഓഫീസറോ, അദ്ദേഹം അധികാരപ്പെടുത്തുന്ന വ്യക്തിയോ വ്യക്തികളോ പുറപ്പെടുവിക്കുന്ന ഏതൊരു നിർദ്ദേശവും പാലിക്കാൻ കരാറുകാരൻ ബാധ്യസ്ഥനാണ്.
18. 22.07.2022, 3 മണി വരെ ലഭ്യമാകുന്ന എല്ലാ ടെൻഡറുകളും സ്പെഷ്യൽ ഓഫീസറുടെ സൂക്ഷ്മ പരിശോധനക്ക് വിധേയമാക്കി ഏറ്റവും കുറഞ്ഞ നിരക്ക് പ്രദർശിപ്പിക്കുകയും മേൽ പറഞ്ഞ നിബന്ധനകൾക്ക് വിധേയമായി പ്രവർത്തിക്കാമെന്നു ഉറപ്പു നൽകുകയും ചെയ്യുന്ന കക്ഷിക്ക് കരാർ നൽകപ്പെടുന്നതാണ്.
19. വൈകി സമർപ്പിക്കപ്പെടുന്നതും അപൂർണ്ണവും ആയ ടെൻഡറുകൾ സ്വീകരിക്കുന്നതല്ല.
20. ഈ ടെൻഡർ സംബന്ധിച്ച ഏതൊരു തീരുമാനവും കൈക്കൊള്ളുന്നതിനും ടെൻഡറിൽ പങ്കെടുക്കുന്ന വ്യക്തികളോട് യാതൊരു കാരണം ബോധിപ്പിക്കാതെ ടെൻഡർ നിരാകരിക്കരിക്കുന്നതിനുള്ള പരിപൂർണ്ണ അവകാശം സ്പെഷ്യൽ ഓഫീസറിൽ നിക്ഷിപ്തമായിരിക്കും.
21. ഗവണ്മെന്റ് ടെൻഡറിന്റെ എല്ലാ വ്യവസ്ഥകളും ഈ ടെൻഡറിനും ബാധകമാണ്.

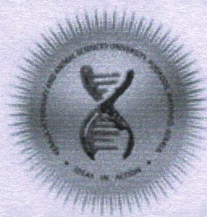


(Signature)
സ്പെഷ്യൽ ഓഫീസർ & പി.ഐ

Special Officer & PI
Revolving Fund Poultry Project
Thiruvazhankunnu
KVAFSU, Thiruvazhankunnu

പകർപ്പ്: നോട്ടീസ്ബോർഡ്

സി.എ.എസ്.എം./എൽ.ആർ.എസ്.തിരുവാഴംകുന്ന്/ഫയൽ/ യൂണിവേഴ്സിറ്റി വെബ് സൈറ്റ്



Tender No...../.....

Dated

KERALA VETERINARY AND ANIMAL SCIENCES UNIVERSITY

TENDER

TENDER FOR.....

Name of Tenderer :.....

Address :.....

PAN Number :.....

Signature of Tenderer :.....

FORM OF TENDER

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 the Kerala Veterinary and Animal Sciences University, at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule and tender notice.

*I/We, am/are remitting/have separately remitted the required amount of
Rs as Earnest Money Deposit by way of DD No.
dated

Yours faithfully,

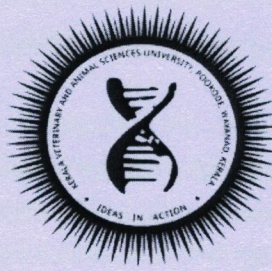
(Signature).....

(Address).....

Date :

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

Important: This tender form may be printed on A4 size paper. Editing of the preprinted text in the tender form in any way other than as indicated (like ticking, filling in with ink/typing, scoring off inapplicable material etc.) will render the tender form invalid and liable for rejection.



Tender No.

KERALA VETERINARY AND ANIMAL SCIENCES UNIVERSITY

TENDER

**Containing General Conditions of Contract and
Schedule for the supply of goods and works**

Name of Tenderer :

Address:

PAN Number :

Signature of Tenderer :

GENERAL CONDITIONS

Sealed tenders are invited for “**Supply of Non-Laminated Printed and Non Printed Sacks**” as specified in annexure attached.

1. The tender should be addressed to the officer mentioned in the tender notice in a sealed cover with the tender number and name shown in the tender notice duly superscribed on the cover.
2. The tender should be in the prescribed form which can be obtained from the officer mentioned in the tender notification on payment of the price noted therein. 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 officer mentioned in the tender notification, on due date and time noted therein. 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 therein. 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, the earnest money as prescribed. The amount may be paid by **Demand Drafts** (crossed) on the **Alanallur** branch of **State Bank of India** drawn in favour of **the Special Officer & PI, Revolving Fund Poultry Project , Avian Research Station**(Kerala Veterinary and Animal Sciences University) , Thiruvazhamkunnu, Palakkad. Cheques will not be accepted. The earnest money of unsuccessful tenderers will be returned as soon as possible 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. No interest will be paid for the earnest money deposited.

b) Tenderers whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such article(s) 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. Attested copy of registration certificate may be enclosed with the tender for reference.

c) Small Scale Industries and Cottage Industries within the Kerala state, which are certified as such by the Director of Industries and Commerce or by the Regional Joint Director of Industries and Commerce will be exempted from furnishing earnest money against tenders and security deposit against contracts for supply of stores manufactured by them. In respect of security deposit the soundness and reliability of the concerns to undertake the contract should be certified by the Director of Industries and Commerce or by the Regional Joint Director of Industries and Commerce.

d) The exemption stipulated in Clauses (b) and (c) above will not however, apply to tenders for the supply of raw materials, or dietary articles and 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 purchasing officer, 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 to Kerala Veterinary and Animal Sciences University or such action will be taken against him as the

University 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. a) The tenderers shall clearly specify whether the articles offered bear Indian Standards institution Certification Mark or not. In such cases, they shall produce copies of certification marks 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 University 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 University 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 supplies included in their tender as may be allotted to them.

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 the period 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 tenderer shall, before signing the agreement, and within the period specified in the letter of acceptance of this 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 fixed Deposit Receipt of State Bank of India, endorsed in favour of the purchasing officer. Letter of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of the University. 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 the University, and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the University 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 University shall thereby, together with such sums as may be fixed by the University 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.

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 University and the contractor, the University shall be entitled to deduct out of the deposit 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 to any time from the University 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.

14. All payments to the contractor will be made by the Purchasing Officer in due course:

1. by cheques or demand draft on the **State Bank of India** (at any of their principal branches in India);
2. In the case of supplies from abroad, by drafts as may be arranged between the contracting parties.
3. All incidental expenses incurred by the University 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 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 cases, payments against satisfactory shipping documents including Certificates of Insurance will be made up to 90 percent of the value of the materials at the discretion of the University. Bank charges incurred in connection with payment against documents through Bank will be to the account of the contractor. The firms shall 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 will be accepted as a valid proof for the payment made.

17. The contractor shall not assign or make over the contract or 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 content (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 recession. 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 settlements of his creditors for the settlement of his debts, or carries on his business or the contract under inspection on behalf of his creditors or in any case 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 his 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 University may complete the contract in such time and manner and by such persons as the University shall think fit, But such determination of the contract shall be without any prejudice to any right or remedy of the University against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to the University by any breach of contract by the contractor shall be paid by the contractor to the University 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.

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 orders University (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 University by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the University 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 and expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to the University under and by virtue of this contract, it shall be lawful for the University from and out of any moneys for the time being payable or owing to the contractor from the University under or by virtue of this contract otherwise, to pay and reimburse to the University 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 differences in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time

being be pay able 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.

20. Any sum of money due and payable to the contractor (including security deposit returnable to him) under the contract may be appropriated by the Purchasing Officer or the University or any other person authorized by the University and set off against any claim of the Purchasing Officer or the University 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 the University' or any other person authorized by the University. Any sum of money due and payable to the successful tenderer or contractor from the University shall be adjusted against any sum of money due to the University from him under any earlier contracts.

21. Every notice thereby required or authorized to be give n may be either given to the contractor personally or left at his residence or last known place or 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 University.

24. Any attempt on the part of the tenderers or their agents to influence the University 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 would be forwarded if called for, and unapproved samples got back by the tenderers at their own cost. Samples sent by VP. Post or 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Samples sent by post, railway or plane should be so despatched so as to reach the Purchasing Officer no 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. The University 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 the given details of prices are

immediately followed by confirmation with full relevant details posted before the due date of tender.

28. a) The price 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, and any difference will be paid when the tenderer produces the final assessment orders later.

29. The tenderer will invariably furnish the following certificates 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 Rule 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 ofunder Registration No. for the purpose of Sales Tax."


30. Final payments will be made only on production by tenderers the tax clearance certificates relating to Agricultural Income Tax, Sales Tax and Income Tax;

31. Special conditions, if any, of the tenderers attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

32. *(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 these 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 there of 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.

- Rate should be inclusive of all taxes & transportation charges.
- Superscription: Reference no: ARS/RF-287/2022(II) dated 27.06.2022 "Tender for Supply of Non Laminated Printed and Non Printed Sacks"
- Last date for receipt of tenders will be 22.07.2022 at 3 P.M




Special Officer & PI
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Revolving Fund Poultry Project
Avian Research Station
KVASU, Thiruvazhamkunnu