Tender Notice No. KVASU/VKIDFT/MTY/C1/2588/2022 dated 02.08.2022

KERALA VETERINARY AND ANIMAL SCIENCES UNIVERSITY

VERGHESE KURIEN INSTITUTE OF DAIRY AND FOOD TECHNOLOGY

TENDER FORM

WORK OF SETTING LABORATORY	UP	OF	SENSORY	BOOTHS	IN	SENSORY	EVALUATION
Name of Tenderer:							
Address:							
Signature of Tenderer:							

KERALA VETERINARY AND ANIMAL SCIENCES UNIVERSITY

FORM OF TENDER

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Sir,

- 1. I/We do hereby tender towards executing work mentioned in the tender notice no.KVASU/VKIDFT/MTY/C1/2588/2022 dated 02.08.2022 with specifications and conditions stipulated in the tender notice to DEAN,VKIDFT,Mannuthy
- 2. Copy of the specifications duly signed is also enclosed.
- 4. If We do/do not agree to accept and carry out such portions of the work included in my/our tender may be allotted to me/us if the work be not given to me/us.
- 5. If after the tender is accepted, If/We fail to execute as provided in Tender Notification or to commence the execution of the works as Provided in the conditions, I/We agree that the University shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.
- 7. I/We also agree that 5% of the total amount will be remitted as Security in accordance with the tender notice.
- 8. *I/We are not liable to remit EMD/Security Deposit.

Yours faithfully,

Signature of Tenderer

Full Name:

Nationality:

Place of Residence:

Date of Submission

*Attach required documents.

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.

GENERAL CONDITIONS

Sealed tenders are invited for executing construction work as specified in schedule below/attached.

- I. The tender should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly super scribed 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. Duplicate copies of tender from will also be issued at the rate specified therein. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed from 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, an earnest money of one percent of the total cost of the articles tendered for (rounded to the nearest rupee). The amount may be paid by Demand Drafts (crossed) on the local branch of **State Bank of India** drawn in favour of "Dean, Verghese Kurien Institute of Dairy and Food Technology, Mannuthy, Thrissur-680651" payable at SBI, Ollukkara. 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 articles 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 earned 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 earned 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 or rate on 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 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 among 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 work, fails to fulfill the contracts in full, all or any of the work haven't been done completely 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 work 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, a) All payments to the contractor will be made by the Purchasing Officer in due course:

- i) by cheques on the District Treasury , Ayyanthole, Thrissur or by online transfer to the tenderers Bank $A/c\,$
- ii) In the case of supplies from abroad, by drafts as may be arranged between the contracting parties.
- b) 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 may 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 is such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

I8. 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 falls 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 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 and order in writing under the hand of the Purchasing Officer put an end to this contract and in ease 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 is 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 contractor 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 payable 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 oilier contracts.

- 21. Every notice thereby required or authorized to be given may be either give 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 posed, 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 for '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 he 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 considered unless they given details of prices and 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 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 certificates with their bills for payment.

- 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. The rates tendered by a contractor in case of construction work shall include the cost of:
- (a) All labour and supervision thereof, all materials, tools, implements and plant of every description, ladders, cordage, tackle etc., as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the specifications for the various items of work.
- (b) Supplying the requisite agency with necessary equipments, to set out the work as well as to afford facilities for such examination of the work as the Departmental Officers may, at any time consider desirable, as also to count, weight and assist in the measurement, or check measurement of the work or materials.
- (c) Providing and maintaining all temporary fences, shelters, lights watchmen and danger signals and such other precautions as are necessary, for the protection of the work or materials, as well as to protect the public and those connected with the work from accidents at the site of, or on account of the work.
- (d) All sheds, mortar mills and mixing platforms of every kind required for proper execution of the work according to the specification
 - (e) All fees and royalties of materials
- (f) Finally clearing away of all rubbish, surplus materials, plant etc., on completion of the work and dressing and levelling off and restoring the site to a tidy condition, prior to handling over the work to the University Engineer or his authorised assistant and also its maintenance until so taken over.
- 33.In the case of supplies of materials such as rubble, broken stones, gravel, sand etc., which may have to be measured prior to being used on the work the Contractor must always stack or arrange them neatly on level ground or on ground cleared and levelled by him for the purpose in such a manner as may be ordered by the Officer-incharge so that they may be easily susceptible

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of inspection and measurement, the cost of such clearing, levelling and stacking or arranging being included in the rates for work. Each stack must be straight and of uniform section throughout and of the dimension specified by Officer-in-charge Materials not stacked or arranged in accordance with instructions issued will not be measured and paid for.

- 34. The Contractor shall be bound to bear the expense of defence of any action or law proceedings that may be brought by person for an injury sustained owing to neglect of above precautions in connection with the execution of the work, and to pay any damages and cost which may be awarded in consequence.
- 35. The Contractor shall also help himself out of any difficulties of penalties arising from interference with private property in the execution of the contract
- 36. The charges for stacking the materials neatly and in regular heaps on the ground or sheds to which they are brought shall be deemed to be included in the rates for the work.
- 37.Unless otherwise specifically provided for in the contract, the contractor shall at his own cost keep or portions of the work free from water whether due to springs, soakage, or inclement weather and in a neat and sanitary condition and shall also see that drainage and sewage are prevented from entering the site of work or accumulating therein.
- 38. The Contractor shall be responsible for the proper use and bear the cost of protection of materials made over to him by the Department for use on the work and bear any loss from deterioration or from faulty workmanship or any other cause. The cost of material thus allowed to deteriorate amounting as it does to an excess issue over sanctioned quantities, will be recovered at rate 20 per cent over the actual cost. The orders of the University Engineer in the matter shall be final and binding on the contractor.
- 39. The Contractor shall be responsible to see that the level or other pegs, profiles, bench marks, masonry pillars or other marks set up by the Kerala Veterinary And Animal Sciences University for guidance in the execution of the work are not disturbed, removed or destroyed. If any such marks are in the opinion of the University Engineer found disturbed, removed or destroyed, the will be replaced by the KERALA VETERINARY AND ANIMAL SCIENCES UNIVERSITY at the cost of the contractor.
- 40. Any materials brought to the site of work or any work done by the contractor but rejected by the Officer in-Charge being not up to the specifications shall in the case of materials supplied be then and there removed from or broken up at the site of work, and in the case of work done be dismantled or rectified at the expense of the contractor as may be ordered by the Office-in-Charge.
- 41. In all cases whether so specified in the contract or the work shall be executed in strict accordance with the contractor's accepted tender and these specifications and with such further drawings and specification and orders as may from time to time be issued by the University Engineer.

- 42. Whenever the contractor is ordered by the University Engineer or his authorized assistant or subordinate to execute any item of work which is not in the tender, it shall be the contractor's duty to get a special price arranged for the item and to see that it is written in the work spot order book (which shall be provided by the University Engineer and kept in the work by the subordinate in charge) and that this order is initialled and dated by the contractor and officer ordering that particular item or work. For any extra item executed by the contractor and not so entered in the work spot order book and initialled both by the contractor and the Department Officer ordering such extra item that contractor shall have not claim for extra payment
- 43.. (This applies only to the case of supply contracts where works such as erection and construction have also to be done. This may he 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.

44. The tenderer should send along with his tender an agreement executed and signed in Kerala stamp paper worth Rs.200/-. A specimen form of agreement is given as annexure to this tender; Tenders without the agreement in stamped paper will be rejected outright.

Superscription: Tender no	for
Due date and time for receipt of tender	09/08/2022 12:00 Noon
Date and time for opening of tender	09/08/2022 12:30PM
Date upto which the rate are to be firm	31/10/2022
Price of Tender form	Rs.590/- (500+90 GST 18%)
Address of officer from whom the tender forms are to be obtained and to whom the tenders are to be sent	Dean, Verghese Kurien Institute of Dairy and Food Technology, Kerala Veterinary and Animal Sciences University, Mannuthy, Thrissur- 680651



DEAN

VERGHESE KURIEN INSTITUTE OF DAIRY AND FOOD TECHNOLOGY
KERALA VETER NARY AND ANIMAL SCIENCES UNIVERSITY

AGREEMENT

Articles of agreement executed on this the day of the month of in the year two thousand and between Vice-Chancellor of the Kerala Veterinary and
Animal Sciences University (hereinafter reffered to as "The University") on the one part and
(Name and address of the tenderer) (herein after reffered to as "the bounden" on the other part.
WHEREAS in response to the notification No. KVASU/VKIDFT/MTY/C1/2588/2022dated 02.8.2022 due on 09.08.2022 the bounden has submitted to the University a tender for executing the work: SETTING UP OF SENSORY BOOTHS IN SENSORY EVALUATION LABORATORY specified therein subject to the terms and conditions contained in the said tender;
WHEREAS the bounden has also deposited the a sum of Rs.
(Rupees only) Demand Draft No. dated for executing the work: SETTING UP OF SENSORY BOOTHS IN SENSORY EVALUATION LABORATORY as Earnest
Money for the execution of an agreement undertaking the due fulfilment of the contract in case his tender is accepted by University.

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 University and the contract for the supply of any item of above said work as per the above notification is awarded to the bounden, the bounder shall within 7 days of acceptance of his tender, execute an agreement with the University incorporating all the terms and conditions under which the University accepts his tender.
- 2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the University shall have power and authority to recover from the bounden any loss or damage caused to the university by such breach as may be determined by the University 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 both movable and immovable in the manner hereing contained.	ıfter
3	All sums found due to the University by virtue of this agreement shall be recoverable for the bounden and his properties movable and immovable under the provisions of the Reve Recovery Act for the time being in force as though such sums are arrears of land revenue in such other manner as the University may deem fit.	mua
	In witness whereof Dr. S.N.Rajakumar, Dean (name and designation) for and on behalf of Vice-Chancellor of the Kerala Veterinary and Animal Sciences University	and
	the bounden, have hereunto set their hands the day and year shown against their respect signatures.	 ive
	Signed by Dr. S.N. Rajakumar Dean, Verghese Kurien Institute of Dairy and Fo Technology, Mannuthy on behalf of the Vice-Chancellor of the Kerala Veterinary a Animal Sciences University (date)	ood and
	In the presence of witnesses:	
	1.	
	2.	
	Signed	Эy
	(date	
	In the presence of witness:	
	1.	
9	2.	

(Tender Notice No .KVASU/VKIDFT/MTY/C1/2588/22 Dated:02/08/2022 of the Dean, VKIDFT, Mannuthy)

SCHEDULE OF WORK

Sl.No	Name of Work	Total Rate Quotted	Remarks, if any
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		o .	

The rate should be quoted for the complete work, including all mandatory taxes and such other deductions applicable

Place: Signature of the tenderer:

Date: Name & Address: