

**TENDER NOTICE**

Kerala SIDCO invites offers from reputed Manufactures / Dealers for supply of various Lab items, such as, Travel & Tourism Sets, Agriculture & Sericulture Lab, Physical Education Lab, Bio-medical Instruments, Clothing and Embroidery Lab Items, Commerce Aids, Testers, Screwdrivers Battery and analogue etc. For further details visit our website [www.keralasidco.com](http://www.keralasidco.com) Contact Head– Marketing Division at Cochin 0484 – 2205636, 2204297, 2205651. Fax – 0484 – 2203874.

Last date on or before 10.2.2009 at 3.00 pm.

Sd/-  
Managing Director,

**ANNEXURE – I**

**KERALA SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED**  
(An undertaking of the Government of Kerala)

Thiruvananthapuram

Tender No.:001/2009

Date : 29.01.2009

**Schedule of Quantities / Items:-**

Sl. No.	Specification	Qty/No	Rate per No/Qty	Remarks
1	LAB ITEMS Lab item such as Travel & Tourism Sets, Agriculture & Sericulture Lab, Computers & Accessories, Physical Education Lab, Bio-Medical Instruments, Clothing & Embroidery Lab, Commerce Aids, Testers, Screwdrivers, Battery and analogue etc. (List Attached)			

Signature of Tenderer :

Name & address of the Tenderer :

Place:

Date :

**HEAD- MARKETING DIVISION**

Tender No.:001/2009

Date : 28.01.2009

KERALA SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED  
(An undertaking of the Government of Kerala)  
Thiruvananthapuram

TENDER

Containing General Conditions of Contract and  
Schedule for supply of various Lab Items

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Name of Tenderer :

Address :

Signature of Tenderer :

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Last Date and time of submission of Tender :

HEAD- MARKETING DIVISION

KERALA SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED  
(An undertaking of the Government of Kerala)

Thiruvananthapuram

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Tender No.:001/2009

Date : 28.01.2009

**Superscription of the Tender**

Tender No. : Tender No. 001/2009 dated :  
28.01.2009

For the supply of : Lab Items.

Last date and time for Sale of Tender : 07.02.2009

Place, last date & time for submission of tender : Office of the Head- Marketing  
Division  
SIDCO Marketing Division,  
Gandhi Nagar, Kadavanthara,  
Kochi – 682 020.

Opening of Tender : 10.02.2009

Earnest Money Deposit : 1 % of Total cost of the Material  
quoted

Cost of tender form : Rs. 1,000/- plus VAT

Address of officer to whom tenders are to be sent : Address above

Whether samples are required :

Period within which goods should be delivery at : 1 Week from the date of receipt of  
firm order

Rates should be quoted for delivery at : Various destinations within the state  
of Kerala

Special Conditions : Tender Documents can be down-loaded  
from web-site. The prices quoted  
should be exclusive of all taxes,  
duties, cess etc. But the same  
should be mentioned separately,  
which may become payable by the  
supplier under the existing rule of  
the country and supply at various  
locations throughout Kerala.

HEAD- MARKETING DIVISION

## FORM OF TENDER

To

Head- Marketing Division  
SIDCO Marketing Division,  
Gandhi Nagar, Kadavanthara P.O.,  
Kochi – 682 020.

Sir,

I/ We hereby tender to supply the materials referred to and described in the attached schedule in accordance with the annexed general conditions and special conditions listed in the attached schedules. As per the rate quoted in the schedule / attached list.

I/We am/are remitting/have separately remitted the required amount of Rs. . . . . .  
. /- (Rupees . . . . .  
. . . . . only ) as  
Earnest Money Deposit by way of Demand Draft in favour of Kerala SIDCO Ltd., payable  
at Ernakulam.

Yours Faithfully,

Signature :

Address :

Date : . . . . .

**ANNEXURE – II**

**AGREEMENT**

ARTICLES of agreement executed on this the ..... day of .....  
..... between the Kerala State Small Industries Development Corporation  
Ltd.(hereinafter referred to as “the corporation”) on the one part represented by its present  
Head- Marketing Division, Sri. S. Ajith Kumar, and .....  
(Name and Address of the tenderer) (hereinafter referred to as “ the bounden”) on the  
other part, represented by its present .....

WHEREAS in response to the Notice / Advertisement No. 001/2009 dated  
28.01.2009 the bounden has submitted to the Corporation tender for the supply of items  
specified therein subject to the terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with the Corporation a sum of Rs. ....  
...../- ( Rupees ..... only) as  
Earnest Money for execution of an agreement, undertaking the due fulfillment of the  
contract in case his tender is accepted by the Corporation.

NOW THESE PRESENTS WITNESSETH and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the Corporation and the  
contract for the supply of materials specified, in the tender awarded to the  
bounden, the bounden shall within ..... days of acceptance of his tender execute  
an agreement with the Corporation incorporating all the terms and conditions under  
which the Corporation accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the  
terms and conditions governing the contract, the Corporation shall have the  
authority to recover from the bounder any loss or damage caused to the  
Corporation by such breach as may be determined by the Corporation 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.

3. The Purchase Order issued by SIDCO will also form a part of this agreement.
4. All sums found due to the Corporation under or by virtue of this agreement shall be recoverable from the bounden.

In witness of Sri. S. Ajith Kumar, Head- Marketing Division and on behalf of the Corporation and ..... for and on behalf of the bounder have here under set their hand the day and the year shown against their respective signature.

Signed by

Sri. S.Ajith Kumar,  
Head- Marketing Division,  
Kadavanthara, Kochi – 20.

In the presence of witness:

1.

2.

Signed by

Sri. ....

In the presence of witnesses:

1.

2.

General conditions pertaining to sealed tenders invited for the supply of the materials as specified in the scheduled / list attached.

1. The tenders should be addressed to the Head- Marketing Division, SIDCO Marketing Division, Gandhinagar, Kadavanthra P.O., Kochi – 682 020 in a sealed cover with the tender number and name super scribed.
2. The tenderers should be in the prescribed form which can be purchased from the undersigned. The cost of tender form is non-refundable. Tenders which are not in the prescribed form will be rejected, the rates quoted should be only in Indian currency.
3. Intending tenderers should send their tenders so as to reach the Head- Marketing Division, SIDCO Marketing Division, Gandhinagar, Kadavanthra P.O., Kochi – 682 020 on or before the due date and time. The rates will be considered firm for acceptance till the date mentioned. 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) A tenderer who has not registered with the Stores Purchase Department, Kerala, Director General of Supplies and Disposal, New Delhi, Small scale Industries Unit sponsored by the National Small scale Industrial Corporation Ltd., New Delhi and Small scale Industries units within the state for the supply of the items tendered, should send along with his tender, an Earnest Money deposit of 1 % of total cost of the materials quoted for (rounded to the nearest rupee) subject to minimum of Rs. 10,000/-. The amount may be paid by Demand Draft (crossed) drawn from any Nationalised / Scheduled Bank payable at Ernakulam in favour of the Head- Marketing Division, SIDCO Marketing Division, Gandhinagar, Kadavanthra P.O., Kochi – 682 020. Cheques will not be accepted. The Earnest Money Deposit of the unsuccessful tenders will be returned by way of crossed cheque as soon as possible after the tenderers are decided but that of the successful

tenderers will be adjusted towards the Security Deposit that will have to be deposited for the satisfactory performance of the contract. No interest will be paid for the Earnest Money Deposit and Security Deposit.

b) Tenderers whose names are registered with the Store Purchase Department of Government of Kerala are generally exempted from furnishing Earnest Money for such material 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 case of unregistered firms. Registered firms will have to quote invariably in every tender they submit the registration number assigned to them by the State Government. An attested copy of the valid Registration Certificate should also be enclosed with the tender.

5. The tender will be opened on the appointed day and time in the office of the Head-Marketing Division, SIDCO Marketing Division, Gandhinagar, Kadavanthra P.O., Kochi – 682 020 in the presence of such of those tenders 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 the Corporation or such action taken against his as the Corporation think fit.
7. The final acceptance of the tenders rests entirely with the Corporation 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 suppliers included in their tenders as may be allotted to them.
8. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenders shall also execute an agreement for the due fulfillment of the contract, within the period specified in the letter of acceptance. The successful tenderer shall have to pay all stamp duty, and other expenses incidental to the execution of the agreement. Failure to execute the

agreement with in the period specified will entail the penalties set out in Para 9 below.

9. 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% of the value of contract as Security for the satisfactory fulfillment of the contract less the amount of Earnest Money deposited by him along with his tender. Letters 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 Corporation. If the successful tenderer fails to deposit the security amount and execute the agreement as stated above, the Earnest Money deposited by him will be forfeited to the Corporation and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the Corporation on account of the purchase will be recovered from the defaulter, who will, however, not be entitled to any gain accruing thereby.
  - b) In case where a success full tendreer after having made partial supplies fails to fulfil the contract in full, and or any of the material not supplied may at the discretion of the Corporation, be purchased by means of another tender / quotation or by negotiation or from the next lowest tenderer who had offered to supply and the loss. If any, caused to the Corporation shall thereby together will such sums as may be fixed by the Corporation towards damage be recovered from the defaulting tenderer.
  - c) Even in cases where no alternate purchase 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.
10. The Security Deposit shall, subject to the conditions specified herein, be returned to the supplier within 3 (three) months after the expiry of the contract but in the event of any dispute arising between the contractor and the Corporation. The Corporation 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.

11. All payments to the supplier will be made by the Corporation in due course by Cheques. Payments will be made only after the supplies are actually verified and taken to stock by the customer. Payment to the supplier will be made only on collecting the sales proceeds and after deducting the service charges due to SIDCO. No interest will be paid to the supplier due to the belated payment from the customer department.
12. The supplier shall not assign or make over the contract or the benefits or burdens thereof to any other person/persons or body corporate the execution of the contract or any part thereof without the consent in writing of the Corporation who shall have absolute powers to refuse at any time such consents or to rescind such consent if given at any time, if the Corporation is not satisfied with the manner in which the contract is being executed any no allowance or compensation shall be made to the supplier upon such rescission. Provided always that if such consent be given at any time, the supplier shall not be relieved from any obligation, duty or responsibility under the contract.
13. a) In case the supplier becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit 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 case of receiving any order or orders, for the administration of his estate are made against him, or in case the supplier shall commit any act of insolvency or in case in which under any clause or clauses of this contract the supplier shall have rendered himself liable to damages amounting to the whole of his security deposits, the contractor shall thereupon after notice given by the Corporation to the suppliers by determined and the Corporation may complete contract in such time and manner and by such persons, as the Corporation shall think fit. But such determination of the contract in such time and manner and by such persons, as the Corporation shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy, of the Corporation against the supplier or his sureties in respect of any breach of contract by the supplier.

b) If any amount is found due from the supplier, it shall be lawful for the Corporation to recover the amount by resorting to the provision of the Revenue Recovery Act, 1968 (Act 15 of 1968)

c) In case the supplier fails to supply and deliver any of the said materials with the time provided for delivery of the same, or in case the supplier commits any breach of any of the covenants, stipulations and agreements herein contained, and/or in his part to be observed and performed, then and in any such case it shall be lawful for the Corporation, (if they shall think fit to do so) to arrange for the purchase of the said materials and things from elsewhere or on behalf of the Corporation by an order in writing put an end to this contract and in case the Corporation shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of his contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages or expenses by reason of such purchase or by reason of his contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages or expenses or other money shall then or any time during the continuance of this contract, be payable by the supplier to the Corporation under and by virtue of this contract, it shall be lawful for the Corporation from and out of any money for the time being payable or owing to the supplier from this corporation under or by virtue of this contract, or otherwise, to pay and reimburse to the corporation 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, payable by the supplier aforesaid.

14. In the event of either party failing to act in accordance with the provisions of the Agreement, the aggrieved party shall at the first instance try to settle the dispute points mutually and amicably, failing such attempt, the point in dispute shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. If, however, the Arbitrator declines to make any decision or award on the point referred to him, then the parties concerned may settle the disputes as per clause 15 below:

15. 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 having jurisdiction at Ernakulam.
16. Every notice hereby required or authorized or be given may either be given to the supplier personally or left at his residence or last known place of abode of business or may be handed over to his agent personally, or may be addressed to the supplier by post at his usual or last known place of abode of business and if so addressed and posted, shall be deemed to have been served on the date on which, in the ordinary course a letter so addressed and posted would reach his place or abode of business.
17. The tenderer shall undertake to supply materials according to the standard, sample and specifications. The material supplied should be guaranteed for a period of 12 months from the date of delivery.
18. No representation for enhancement or rates once accepted will be considered.
19. The tenders should be prepared to accept orders to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.
20. Telegraphic / e-mail quotation will not be considered.
21. The prices quoted should be exclusive of all taxes, duties, cess, etc. But the same shall be mentioned separately, which may become payable by the supplier under the existing rule of the country and for supply at various locations throughout Kerala, as specified by the Corporation in the purchase order placed with the supplier. However changes in the existing rate of Tax / Duties, if any, ordered by the State / Central Government during the currency of this agreement the adjustment for such difference in the price already agreed shall be made on mutual consent.

22. The tenderers will invariably furnish the following Certificate with their bills for payment.

“Certified that the goods on which VAT has been charged have not been exempted under the Central Sales Tax Act or State VAT Rules or the Rules made there under and the charges on account of Sales Tax / VAT Act 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 of Kerala under KGST / VAT registration No. .... for the purpose of Sale Tax / Vat Tax.

23. 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 Corporation.
24. The detailed specification of the items are attached as Annexure I. The tender will be finalized and supply order awarded on item rate contract basis, based on the rates quoted.
25. The tenderer should send along with his tender and agreement executed and signed in Kerala Stamp paper worth Rs. 50/-. A specimen form of agreement is given as Annexure II with this tender.

Head- Marketing Division,  
SIDCO Marketing Division,  
Gandhi Nagar, Kadavanthra P.O.,  
Kochi – 682 020.