

**THE KERALA STATE FEDERATION OF  
SCHEDULED CASTES & SCHEDULES TRIBES**

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**TENDER CONDITIONS**

***CONTAINING GENERAL CONDITIONS AND  
SCHEDULED FOR THE SUPPLY OF  
RAW MATERIALS, PACKING MATERIALS,  
PRINTING WORKS AND CONSUMABLE ITEMS***

**The Kerala State Federation of Scheduled Castes and Scheduled Tribes  
Development Co-Operatives Ltd., South Anchery, Thrissur-680006**

Conditions of tender of the Supply of Raw Materials, Packing Materials, Printing Works for the Federation for the year 2008-2009 (10<sup>th</sup> April 2007 to 31<sup>st</sup> March-2009)

Notice is hereby given that sealed tenders in duplicate will be received up to .....p.m.on.....by the Managing Director. The Kerala State Federation of Scheduled Castes and Scheduled Tribes Development Co-Operatives Ltd., South Anchery, Thrissur-6 for the supply of the following articles as describes in the scheduled of articles from 1<sup>st</sup> April 2007 or later date to 31<sup>st</sup> March 2008.

1. The tenderers should address their tenders to the Managing Director of the Kerala State Scheduled Castes & Scheduled Tribes Co-Operatives Ltd., South Anchery, Thrissur-6 in a sealed cover
2. Tenders will be opened by the Managing Director on .....day appointed for their receipt in the presence of such of the tenderers or their authorized representative who may be present at the time.
3. The articles required are detailed in the classified schedules annexed and information as to samples, etc. may be had on personal application at the institution. In case of doubt the description of the articles shall be those given in the approved Pharmacopoeia or the Food Adulteration Act.
4. The number and quantity entered in the Schedule is the probable number, quantity which the Federation requires to be supplied and may be more or less according to actual requirements. Notwithstanding the estimate or probable quantities / numbers, Managing Director has the right to order any quantity/number of the articles mentioned in the schedule as may from time to time be required or not to order any quantity/number of any such article at all.
5. Tenders should be submitted in the prescribed forms, which can be had on application from the Federation Office, South Anchery, Thrissur-6 on production of necessary chalan for the amounts fixed by the Managing Director. The amount should be remitted into the Kerala State Scheduled Castes & Scheduled Tribes Co-Operatives Ltd., Thrissur. Tenders received contrary to the above direction are liable to be rejected.
6. Rates should be quoted for each article given in the attached schedule. No tender for the supply of articles marked at current market rates will be accepted. The contract rates should include charge for delivery of articles at the institution at South Anchery Factory or as per direction of the Managing Director.
7. Each tender must contain not only the rates but also the total value of each item of supply entered in a separate column, the items in which must be totaled up showing the aggregate value of each entire tender. The rates quoted in tenders should also be expressed in words in a separate column provided for the purpose.

8. Every Correction in the tender should invariably be signed by the tendered, failing Which the tender will be rejected.
9. No tenderers shall be allowed at any time and on any ground whatsoever to take any claim for revision or modification of the rates quoted by him. He should clearly understand that the quoted by him include payment of any duties payable to Federation at the time of tender or any enhancement thereof or which may thereafter be leveled on all or any of the article tendered for.

The Federation will issue necessary declaration in forms 'C' and form No.18 under the prevailing Sales Tax Laws. Such deduction as may be prescribed to the IT Rules will be made from the claims of the tenderers.

10. Each tender must be accompanied by an Earnest Money deposit equal to 1% of the total aggregate value of the articles tendered for subject to a minimum of Rs.500. When 1% of the total cost of articles offered falls below this limit. Earnest money should be remitted to the Federation by cash or D.D payable at Trichur and the remittance Chalan or D.D as the case may be should be sent with the tender, in default of earnest money in the mode mentioned above, the tender will be liable to be rejected.
11. On no account will the security deposit of a previous contract be taken as an authority to Permit a tenderer to make his tender without depositing earnest money.
12. Tenders should be superscribed in the manner classified in clause above and on the cover the words tender for supply of raw materials, packaging materials, and printing as the case may be written.
13. Managing Director is competent to draw samples of any articles supplied by the contractors and the contractor is bound to supply the same free of cost during the period of contract. Such sample will be subjected to analysis by the Managing Director and taken on the basis of the analytical report regarding the quality of the articles which shall be final and binding on the contractor. The Contractors should distinctly understand that their supplies should Conform to the specification given in approved Pharmacopoeia & Samples.

13 (a) The Quality etc. of articles supplied to the federation will be examined by the person authorised in this behalf by the Managing Director and their finding shall be final as to the acceptance or rejection as the case may be.

14. Each tender must be accompanied by the solvency certificate or Bank guarantee for not less than an amount of Rs.5000/- obtained on or after 1st April of the preceding year of contract and signed by the Thahasildar or a copy of the same attested by a Gazetted officer.

14. (a). In case where the value of the contract, that is the probable cost of the annual requirement exceeds Rs.1000/- every tenderer should produce an income Tax clearance certificate in the prescribed form. The Certificate should be produced within one month from the date of submission of tenders or within such time as the Managing Director may in his discretion allow.
- 14.(b) . In case where the value of the contract i.e,the probable cost of annual requirements Exceeds Rs.1000/- every tenderer should produce a Sales Tax Clearance Certificate in the prescribed form.The Certificate should be produced within one month from the date of submission of tenders or with in such time as the Managing Director may in his discretion allow. Copy of the current Sales Tax Registration Certificate should accompany the tender.
15. The acceptance or otherwise of tenders will be communicated to the tenderers in writing.
16. The Managing Director reserves to himself the right to reject the tender or to accept the tender for the supply of all the articles or for only one or more of the articles tendered for in a tender without assigning any reason whatsoever.
17. The earnest money deposit will be return to the unsuccessful tenderers after the acceptance of tenders is finalized and the contract settled. In the case of a successful tenderer, the earnest money deposit will be adjusted towards the security deposited payable by him.
- The Successful tenders will also be requested to deposit on or before the date herein fixed for execution of the agreement a security deposit of 5% of the total value of the supplies, undertaken in the Federation Office, which will be the beer interest at 5.5% per annum.
18. The Successful tenderers will be required to enter into an agreement Kerala Stamp Paper(Stamp duty to be paid by the Contractor) with the Managing Director draft of which can be had at the Office of the above officer within 15 days of the receipt of intimation by them that their rate have been accepted.
19. The Managing Director will be at liberty to terminate without assigning any reason therefore the contract either wholly or in part on one month's notice. The Contractor will not be entitled to any compensation what soever in respect of such termination.
20. If the tenderizers fail to execute the agreement and/or deposit the requires security within the times specified, withdraw their tender after the communication of the letter of acceptance of fail to comply within conditions (14(a)) above or owing to any other reason their unable to undertake the contract, their contract will be cancelled at their risk and cost and the earnest money deposited by them along with their tender forfeited to Federation . They will also be liable for all damages sustained by Federation by reason of such breach including liability to pay any difference between the prices accepted by him and those ultimately paid by him

for such articles. The Managing Director whose decision will be final shall assess such damages and the amount so assessed is recoverable by proceedings under Kerala State Revenue Recovery Act as arrears of land revenue.

21. The contract shall not be sublet without the permission of the Managing Director.
22. No article shall be supplied to the Federation except on a requisition in writing signed by Managing Director or such other person authorized by the Managing Director in writing to do so.
23. No advance of cash will be made to the contractor.
24. Payments will be made to the contractor after two months from the date of Bill of the contractor subject to the availability of funds.
25. The loss to Federation if any, incurred on account of purchase tendered necessary else where by failure, neglect or refusal on the part of the contractors to supply according to the terms of agreement will be recovered from them. If any articles or materials supplied by the contractor have been partially or wholly used or consumed in the Federation and they are subsequently found to be bad, unsound, unmerchantable, inferior in quality or description or otherwise faulty or unfit for use or unwholesome, then the contract price or prices of such articles or materials will be recovered from the contractors if payment had already been made to them.

For infringement of the stipulations of the contract or for other justifiable reasons, the Managing Director may terminate the contract and the contractors shall be liable for all losses sustained by Federation in consequence of the termination. The loss may be recovered from the security deposited by the contractors or other money due or to become due to them. In the event of such amounts being insufficient the balance may be recovered personally from the contractors from their properties, provided further that and it is distinctly understood, if any of the said articles and or things are not available in the local market or if it is not possible for the Managing Director to purchase the said articles and or things in time for the requirements of the federation it shall be lawful for the said Managing Director in his sole discretion or for any person authorized to purchase substitutes or the said article and or things and to recover from the contractor the difference if any, between the price or prices of the said substituted articles and / or things which may be so purchased or the moneys which may have been paid for the same and the price or prices payable under this contract to the contractor for similar articles or things which he has contracted to supply.

26. Special conditions if any, of the tenderers attached with the tender will not be applicable to the contract unless the purchaser expressly accepts them in writing.
27. Notwithstanding anything contained in clause No.4 above, the Federation shall have the right to acquire raw materials and other items from such bodies or associations at Federation may recommend or notify.

Superscription	Tender No.....for.....
Due date & Time	.....at..... (Here enter time and date)
Date and time for Opening of tender	.....at.....
Date up to which rates are Tender to be firm	60 days from the date of opening of the
Price of tender form	Rs.
Price of duplicate form	
Address of officer from whom tender Forms are to be obtained and to whom Tenders are to be sent	
Name of Office, Section	(Name & Designation of the Purchasing Officer)
The Kerala State Scheduled Castes & Scheduled Tribes Co-Operatives Ltd, South Anchery Thrissur-6	Managing Director
Date:	The Kerala State Federation of Schedules Castes & Schedule Tribes Co-operatives Ltd.,

## GENERAL CONDITIONS

Sealed tenders are invited for the supply of the materials as specified in the Schedule below/attached.

1. The tenders should be address to the Officer mentioned below in a sealed cover with the tender number and names 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 On payment of the price which is also noted below. Duplicate copies of tender forms will also be issued at the rate specified below. 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 for rejection.

3. Intending tenderers should send their tenders as to reach the officer mentioned below, on the due date and time (noted below). 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 "subjected to prior sale" conditions are liable to be rejected.
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 articles tendered for (rounded to the nearest Rupee) subject to a minimum of Rs.500/-. If the amount calculated at one percent of the value of the articles tendered for falls below Rs.500/-. The amount may be remitted at the Office of The Kerala State Scheduled Castes & Scheduled Tribes Development Co-Operatives Limited, South Anchery, Thrissur-6 by cash or D.D payable at Trichur and remittance chalan or D.D as the case may be in original should be forwarded along with the tender. The earnest money of the unsuccessful tenderers will be returned after the tenders are finalised, 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.
5. The tenders will be opened on the appointed day and time in the office of the undersigned, in the presence of such of those tenderers or their nominee 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 Kerala State Scheduled Castes & Scheduled Tribes Development Co-operatives Ltd, South Anchery, Thrissur-6 or such action taken against him as the Federation thinks fit.
7. Time shall be the essence of the contract.
8. The final acceptance of the tenders rest entirely with the Federation, Thrissur 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 tenders may be allotted to them.
9. Communication of acceptance of the tender normally constitute a concluded contract, Nevertheless, the successful tenderer shall also execute an agreement for the fulfillment of the contract within the period to be specified in the letter acceptance. The contractor shall have to pay all stamp duty, lawyers 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 para 10 below.

10(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 percent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of Earnest Money deposited by him along with his tender. 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 Federation and the contract arranged elsewhere at the defaulter's risk and any loss incurred by Federation 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 contractor is a registered firm, their registration is liable to be cancelled.

(b). The Federation will be at liberty if and when found necessary to ask the successful tenderer, to deposit an additional amount of 2% of the value of contract as security and tenderer shall be bound to deposit the amount . Within the period specified in the letter of the Federation.

©. In cases where a successful tenderer, after having made partial supplies fails to fulfil the contract in full, all or any of the materials not supplied may at the discretion of the Managing Director be purchased directly or 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 Federation shall thereby together with such sum as may be fixed by the Federation towards

d). 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.

11. The Security deposit shall, subject to the conditions specified herein, be returned to the contractor after the expiration of the contract, but in the event of any dispute arising between the Federation and the contractor, Federation shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined, the amount of such damages. Cost 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 Federation to the contractor. In all cases where there are guarantees for the goods supplied the security deposit will be released only after the expiry of the guarantee period

12. 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.

13 Ordinarily payments will be made only after the supplies are actually verified and taken to stock on production of proper bill signed by the contractor whether it is a part supply or not

14. 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 body corporate the execution of the contract or any part thereof without the consent in writing of Managing Director 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 decision, provided always that if such consent be given at any time the contractor shall not be relieved from any obligation duty or responsibility under the contract.

15(a). In case the contractor becomes insolvent or goes into liquidation, or makes or proposes any composition with his creditors or proposes any composition with 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 any receiving order, or orders for the administration of his estate are made against him, or in case any contractor shall commit any act of insolvency or in case in which under any clauses or sub clauses of this contract, the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits the contract shall there upon, after notice given by the Managing Director to the contractor shall there upon, after notice given by the Managing Director to the contractor be determined and Federation may complete the contract in such time and manner by such persons as the Federation shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the against to contractor or his sureties in respect of any breach of contract there to fore committed by the contractor. All expenses and damages caused to Federation by any breach of contract by the contractor shall be paid by the contractor to Federation and may be recovered from him under the provision 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 Thasildhar of the Taluke where they reside along with their tender.

16(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 reach of any of the covenants, stipulations and agreement hearing contained and on his part to be observed and performed then and in any such case, it shall be lawful for the Federation (if they shall think fit to do so.) to arrange for the purchase of the said articles and things from elsewhere on or behalf of The Federation by an order in writing under the hand of the Managing Director put an end to this contract and in case the Federation shall have incurred sustained or been put to any costs damages or expenses by reasons of such purchaser by reasons of this contract having been so put an end to or in case any difference in price Compensation Loss. Costs damages, expenses or other moneys shall then or any

time during the continuance of this contract be payable by the contractor to the Federation under by the virtue of this contract, it shall be lawful for the Federation from and out of any moneys for the time being payable or owing the contractor from Federation under or by virtue of this contract or other wise to pay reimburse to the Federation all such cost, 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 being 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 proceedings relating to the matter shall be instituted in the court within whose jurisdiction the Managing Director voluntarily resides.
17. Any sum of money due and payable to the contractor (including security deposited returnable to him) under this contract may be appropriated by the Federation or any other person authorized by the Federation and the set off against any claim the Federation for the payment of a sum of money arising out to or under any other contract made by the contractor with the Federation or any other person authorized by Federation. Any sum of money due and payable to successful tendered or contractor from Federation shall be adjusted against any sum of money due to Federation from him under any other contracts.
18. Every notice clear by 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 contractor by post at his usual or last known place of abode or business and if so address and posted, shall be deemed to have been served on the contractor on the date on which in the ordinary course of post of letter so addressed and posted would case place of abode or business.
19. The Tenderer shall under take to supply materials according to the standard sample and / or specifications.
20. No representation for enhancement of rates once accepted will be considered.
21. The tenderer should sent along with his tender a preliminary agreement appended form duly executed and signed in stamp paper worth Rs. 60/-

Subscription.....for the supply.....

Due date and time for receipt of tender :

Date and time for opening of tender :

Date upto which the rates are to be firm :

Price of tender form :

Price of duplicate copy :

Address of Officer from whom tender Forms are to Be obtained and to whom Tenders are to be sent :

Name and Office The Kerala State Federation Scheduled Scheduled Tribes Development Cooperative Ltd.  
(Name and designation of Purchase Officer)

South Anchery, Thrissur-6.

Station and Date:

#### SCHEDULE OF MATERIAL

SI No	Specification	Quantity	Unity	Rate Rs.Ps	Total Rs.Ps.	Remarks

Whether samples essential

Period within which goods should be delivered

F.O.R.....

Rates should be quoted for delivery.....

At departmental stores.....

Other Special conditions

Thrissur-6

The Managing Director  
Kerala State Federation of Scheduled Castes  
and Schedule Tribes Development Co-  
operatives Ltd  
South Anchery, Thrissur-6

PRELIMINARY AGREEMENT

Articles of agreement executed on this the  
.....day

of.....and.....between the Managing Director.  
The Kerala State Federation of

Scheduled Castes and Scheduled Tribes Development Co-operatives Ltd, South Anchery,  
Thrissur-6 (herein referred tthe

Managing Director of the one part and Shri.....(herein after  
referred to as the boundn) of the part.

Where as in response to the Notification  
No.....dated.....the

Bounden has submitted to the Managing Director. The Kerala State federation of  
Scheduled Caste TribesDevelopment

Co-operatives Ltd, Thrissur-6 tender for the .....specified therein  
subject to the terms and conditions contained in the said tender.

Where as the bounden has also deposited with the Managing Director, The Kerala State  
Federation of Scheduled Casteand

Scheduled Tribes Development Co-operatives Ltd Thrissur-6 a sum equal to one percent  
of the total value of the articles

tendered as earnest money for execution of an agreement undertaking the due fulfillment  
of the contrat incase his tenderis

accepted by the Managing Director of the Kerala State Federation of Scheduled Castes  
anCo-operatives Ltd, Thrissur-6.

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 Managing  
Director of the Kerala State Federationof Scheduled Castes and Schedules  
Tribes Development Co-operatives Ltd, Thrissur-6 and the contract  
for.....is awarded to the bounden, shall

within.....days of acceptance of tender execute an agreement with the Managing Director, The Kerala State Federation of Scheduled Castes and Scheduled Tribes Development Co-operatives Ltd, Thrissur-6 incorporating all the terms and conditions under which the Managing Director, The Kerala State Federation of Scheduled Castes and Scheduled Tribes Development Co-operatives Ltd, Thrissur-6 accepts his tender.

2. In case the bounden fails to execute the agreement aforesaid incorporating the terms and conditiongoverning the contract the Managing Director. The Kerala State Federation of Scheduled Casts and Scheduled Tribes Development Co-operatives Ltd, Thrissur-6 shall have power and authority to recover from the bounden any loss or damage caused to the Federation, Thrissur by such breach as may be determined by the Managing Director by appropriating the earnest money deposited by the bounden and his properties movable or immovable in the manner herein after contained inforce as though such sums are arrears of land revenue and in such other manner as the Managing Director of the Federation, Thrissur-6 may deem fit.
3. All sums found due to The Kerala State Federation of Scheduled Castes and Scheduled Tribes Development Co-operatives Ltd, Thrissur-6 under or by virtue of the agreement shall be recoverable from the bounden and his properties movable and immovable under provision of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Managing Director of The KeralaState Federation of Scheduled Castes, and Scheduled Tribes Development Co-operatives Ltd, Thrissur-6 may deem fit.

In witness whereof Shri.....The Manging Director for and on behalf of The Kerala State Federation of Scheduled Castes and ScheduledTribesDevelopment Co-operativesLtd,Thrissur6 and Shri.....the bounden have here unto set their hand the day and year shown against their respective signature.

Signed by

Shri.....  
.....date.....  
in the presence of witness.

1.

2.

Signed by Shri

.....date

.....

in the presence of witness.

1.

2.