

**TENDER No.SDE/1/2/81554/10**

**Dated:28/06/10**

**KANNUR  UNIVERSITY**  
**(School Of distance Education)**

**TENDER**

**Containing General Conditions of Contract and  
Schedule for Printing and Re-printing of Study Materials**

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**Name of Tenderer:**

**Address:**

**Signature of Tenderer:**

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**Last date and time for the receipt of tender:12/07/10 5PM**

**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 University, at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule.

\* I/We am/are remitting/have separately remitted the required amount of Rs..... as earnest money.

Yours faithfully,

Signature.....

Address.....

.....

Date:.....

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

**GENERAL CONDITIONS**

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

1. The tenders should be addressed to the Registrar, Kannur University, Kannur University Campus.P.O, Mangattuparamba, Pin-670567 in a sealed cover with the tender number and date, duly superscribed on the cover.

2. The tenders should be in the prescribed form which can be obtained from the Registrar on payment of Rs.1000/- + 4% vat.Duplicate copies of tender forms will be issued @ Rs. Rs.500/- +4% vat 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.

3. Intending tenderers should send their tenders so as to reach the Registrar, Kannur University, Kannur University Campus (P.O), Mangattuparamba, Pin-670567 on due date and time(noted below). No tenders received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' 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 Rs1% of the estimated cost The amount may be paid by way of Demand Draft (drawn in favour of the Finance Officer, Kannur University payable at State Bank of Travancore Kannur University Campus Branch or Kannur Branch of other Banks). Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders are settled, but that of the successful tenderers will be adjusted to Security that will have to be deposited for satisfactory fulfillment of the contract and only the balance need be remitted. No interest will be paid for Earnest Money Deposit / Security Deposit.

5. The tenders will be opened on the appointed day and time in the office of the undersigned, in the presence 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 University or such action taken against him as University may think fit.

7. Tenderers shall invariably deliver articles tendered for at the time and place specified by the Purchase Officer.

8. Samples of papers should be enclosed along with the tender.

9. The tender shall clearly specify whether the articles offered bear Indian Standard Institution mark or not. In such cases, they shall produce copies of certification mark alongwith their tender in support of it.

10. 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 tenders, as may be allotted to them.

11. In case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.

12. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfilment of the contract within the period to be specified in the letter of acceptance. The tenderer 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 13 below.

13. (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.5% of the total value of contract as security (The amount remitted as EMD will be adjusted towards security deposit, in respect of the accepted tender) for the satisfactory fulfillment of the contract. The amount of security may be deposited in the manner prescribed in clause 4. 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 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 work 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.

13.(b) In case 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.

13.(c) Even in cases where no alternative 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.

14. The Security Deposit shall, subject to the conditions specified herein, be returned to the contractor within 3 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 deposits or the balance thereof until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from University to the contractor. In all cases deposit will be released only after the expiry of the guarantee period.

15. The items mentioned in Schedule shall be supplied by the tenderer at the store of School of Distance Education , Kannur University, Mangattuparamba/ Departments/ Campus office concerned.

16. The items shall be supplied by the tenderer within 7 days on written order or oral order confirmed later.

17. Items of specified quality alone shall be supplied.

18. The items required by the Departments/ Exam Branch/ SDE of the University shall also be supplied by the bidder under the same terms and conditions.

22. Any loss to the University due to the breach of contract shall be chargeable from the bidder.

23. The bidder shall be liable to pay all taxes/charges if any on this account directly to the Government/any other agencies. The rate quoted should be all inclusive.

24. Any breach of contract shall lead to forfeiting of Earnest Money Deposit and recovering of loss incurred to University from the bidder. Jurisdiction shall be as per Kannur University Statute.

25. All payments to the contractors will be made in due course after submission of bills subject to satisfactory delivery of the item as per specifications by way of Chques on SBT and all incidental expenses incurred by the University for making payments outside Kerala shall be borne by the Contractor.

26. The tenderers shall quote the percentage of rebate offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.

27. Payments will be made only after the supplies are actually verified and taken to stock.

28. 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 consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

29. In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business of the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him, or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the 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 theretofore committed by the contractor. All expenses and damages caused to University by any breach of contract by the contractor shall be paid by the contractor to University, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

30. (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 University (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere 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, 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 or 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 difference in price, compensation, loss, costs, damages, expenses and other money 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 as per Kannur University Statutes.

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

32. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.

33. No representation for enhancement of rates will be considered.

34. Any attempt on the part of the tenderers or their agents to influence the University office/Department in their favour by personal canvassing with the officers concerned will disqualify the tenderers.

35. 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.

36. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted **before the due date of the tender.**

37. The prices quoted should be inclusive of all taxes, duties, cesses, etc., which are or may become payable by the contractor under the existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.

38. The Tenderer will invariably furnish the following certificate with their bills for payment:-

Certified that the goods on which sales-tax/VAT has been charged have not been exempted under the Central Sales-Tax Act or the State Sales-Tax Act or VAT and the charges on account of sales-tax /VAT 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

.....  
.....under Registration No.....for  
purposes of Sales Tax/VAT.

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

40. Either party can withdraw from the contract by giving three months prior notice.

41. The tenderer should send alongwith his tender an agreement executed and signed in Kerala Stamp paper of value Rs.50/- purchased in the Kerala State. A specimen form of agreement is given as Annexure to this tender. Tenders without the agreement in stamped paper will be rejected outright. But in deserving cases where agreement has not been received, the Purchasing Officer may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the Purchasing Officer is satisfied that the omission to forward the agreement alongwith the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.

Superscription :SDENo.I/2/81554/10 dated ' Printing and Re-printig'

Issue of Forms:28/06/10 onwards.

Due date and time for receipt of tender: 12/07/10

Date and time for opening of tender:14/07/10 3 P.M

Date up to which the rates are to be firm: 1 year w.e.f signing contract.

Price of tender form:Rs.1000 + 4% VAT

Price of Duplicate copy:Rs.500 + 4% VAT

Address of officer from whom tender forms are  
to be obtained and to whom tenders are to be sent } The Registrar, Kannur University,

K.U.Campus.  
Date: 28/06/10

Sd/-  
Joint Registrar  
REGISTRAR-IN-CHARGE

**SCHEDULE OF MATERIALS**

<b>For Printing Study Materials</b>		
<b>Specification</b>	<b>No. of Copies</b>	<b>Amount Quoted in Rs.</b>
<b>1(one) inner page Black &amp; White printing 16 Kg. Mapiltho paper</b>	300	
	500	
	750	
	1000	
	1500	
	2000	
	2500	
	3000	
	3500	
	4000	
	4500	
	5000	
6000		

	7000	
	8000	
	9000	
	10000	
	12000	
	15000	

<b>Specification</b>	<b>No. of Copies</b>	<b>Amount Quoted in Rs.</b>
<p><b>cover page :170 GSM Art card with one side one colour printing</b></p>	300	
	500	
	750	
	1000	
	1500	
	2000	
	2500	
	3000	
	3500	
	4000	
	4500	
	5000	
	6000	
	7000	
	8000	

	9000	
	10000	
	11000	
	12000	
	15000	

<b>For Re-Printing Study Materials</b>		
<b>Specification</b>	<b>No. of Copies</b>	<b>Amount Quoted in Rs.</b>
<b>1(one) inner page Black &amp; White printing 16 Kg. Mapiltho paper</b>	300	
	500	
	750	
	1000	
	1500	
	2000	
	2500	
	3000	
	3500	
	4000	
	4500	
	5000	
	5500	
	6000	
	6500	
7000		
7500		

	8000	
	9000	
	10000	
	11000	
	12000	
	15000	
<b>Specification</b>	<b>No. of Copies</b>	<b>Amount Quoted in Rs.</b>
<b>Cover page :170 GSM Art card with one side one colour printing</b>	300	
	500	
	750	
	1000	
	1500	
	2000	
	2500	
	3000	
	3500	
	4000	
	4500	
	5000	
	5500	
	6000	
	6500	
	7000	
	7500	
	8000	
	9000	
	10000	

	11000	
	12000	

ANNEXURE

Agreement

ARTICLES OF AGREEMENT executed on this the ..... day of..... two thousand and ten ..... BETWEEN The Kannur University (hereinafter referred to as the “University”) of the one part and Shri.....

..... (H.E name and address of the tenderer) (hereinafter referred to as “the bounden”) of the other part.

WHEREAS in response to the notification No..... dated..... the bounden has submitted to the University a tender for the .....specified therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the University a sum of Rs..... as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the 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 ..... is awarded to the bounden, the bounden shall within..... 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, movable and immovable, in the manner hereinafter contained.

3. All sums found due to the University under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions 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 University may deem fit.

In witness whereof Shri..... (H.E. name and designation) for and on behalf of the University and Shri..... the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri..... (date).....

In the presence of witnesses:

1.....

2.....

Signed by Shri..... (date).....

In the presence of witnesses:

1.....

2.....