



KANNUR UNIVERSITY
(Examination Branch)

EG III/519/2015

07.05.2022

TENDER NOTICE

Sealed tenders are invited for the supply (door delivery) of 50,000 numbers of 38cmx 28cm box type, cloth lined Question Paper Covers with print of Kannur University in English and Malayalam and its emblem for packing question papers (with sample covers). Details can be obtained from the office of the undersigned. Tender forms and other details can be downloaded from University Website www.kannuruniversity.ac.in.

₹.800/- (Rupees eight hundred only) towards the cost of tender form and 1% of the total quoted cost towards EMD should be attached by way of crossed Demand Draft drawn in favour of the Finance officer, Kannur University, payable at SBI, South Bazar Branch.

The rates, inclusive of taxes, transportation, loading and unloading and printing etc should be quoted against the item in the schedule of materials attached. Sealed tenders should be superscribed "No EG III/519/2015 dated 07.05.2022 - Tender for supply of Question Paper Covers" and should reach the undersigned on or before 20.05.2022 (Friday), 5.00 p.m. They will be opened at 11.30 a.m on 21.05.2022 (Saturday).

Controller of Examinations (i/c)

To

1. Notice Board
2. Website
3. PRO for issuing a press release
4. PA to Registrar/CE/FO



KANNUR UNIVERSITY
(Examination Branch)

EG III/519/2015 (II)

07.05.2022

TENDER SCHEDULE

List of items to be supplied (Specimen and all technical detail to be prescribe

Name of the Item	Specification	Quantity/ Number for which rate is quoted	Rate of each cover (All inclusive)	Total quantity of covers	Remarks
Question Paper cover	38cmx 28cm box type, cloth lined Question Paper Covers with print of Kannur University in English and Malayalam and its emblem (with sample covers)	1		50,000	

Controller of Examinations (i/c)

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KANNUR UNIVERSITY

FORM OF TENDER

From

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To

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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 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 Rs..... as earnest money.

Yours faithfully,

Signature.....

Address.....

.....
.....

Date :

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



KANNUR UNIVERSITY
(Examination Branch)

EG III/519/2015 (I)

07.05.2022

TENDER – GENERAL CONDITIONS:

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

- 1.The tenders should be addressed to the Controller of Examinations, Kannur University, Thavakkara, Civil Station (P.O), Kannur-670002 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 downloaded from the University Website www.kannuruniversity.ac.in. The cost of tender form which amounts to ₹.800/- ((Rupees eight hundred only) that 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 Controller of Examinations, Kannur University, Thavakkara, Civil Station (P.O), Kannur-670002 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 should send along with his tender, an Earnest Money deposit of 1% of the total cost. The amount should be paid by way of Demand Draft drawn in favour of the Finance officer, Kannur University payable at State Bank of India, South Bazar Branch, Kannur. 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 to 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.Tenderer shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
- 8.Samples of all items should be enclosed along with the tender. Rates should be quoted on each sample paper with signatures and seal of the tenderer.
- 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 along with their tender in

support of it.

10. The final acceptance of the tender rests entirely with the University who do not bind themselves to accept the lowest or any tender. But the tenderer on their part should be prepared to carry out such portion of the supplies including in their tender, 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 of time 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 fulfillment 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 paragraph 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 equivalent to 5% of the value of the contract as security for the satisfactory fulfillment of the contract. The amount remitted as EMD will be adjusted towards Security Deposit, in respect of the accepted tender. 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 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 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.

(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.

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 office of the Controller of Examinations, Kannur University, Thavakkara, Civil Station (PO), Kannur-670002.

16.The items shall be supplied by the tenderer within 45 days on written order or oral order confirmed later.

17.Items of specified quality alone shall be supplied.

18.The *Brand name, Company name etc* of items should be shown in quotation for items listed & tendered for.

19.The materials supplied shall be according to standard samples/specifications and items of low quality will be summarily rejected even if the supply is on the basis of a written supply order.

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

21.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.

22.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.

23.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 Cheques on SBI and all incidental expenses incurred by the University for making payments outside Kerala shall be borne by the Contractor.

24.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.

25.Payments will be made only after the supplies are actually verified and certified by appropriate authority and taken to stock.

26.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.

27.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 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.

28.(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.

29. 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.

30. 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.

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

32. 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.

33. Tenderers should be prepared to accept orders subject to penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.

34. 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.

35.The prices quoted should be inclusive of all taxes which are or may be 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.

36. The tenderer will invariably furnish the following certificate with their bill for payment-

Certified that the goods on which GST has been charged have not been exempted under the GST and the charges on account of GST on these goods are correct under the provisions of the relevant act or the rules made there under. Certified further that we (our branch or agent) (ADDRESS) are registered as dealers in the state of under Registration No For purposes of GST.

37.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 University.

38.Either part can withdraw from the tender by giving three months prior notice.

39.The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp paper of value Rs.200/- purchased in the Kerala State. A specimen form of agreement is given as annexure to this tender. 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 along with 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.

40. Door delivery will be the sole responsibility of the firm concerned

Superscription: "No.EG III/519/2015 dated 07/05/2022 - Tender for supply of Question Paper Cover"

Due date and time for receipt of tender: 20.05.2022, 5.00 p.m

Due date and time for opening the tender: 21.05.2022, 11.30 a.m

Date up to which the rates are to be firm: 1 year

Price of tender form: ₹800/-

Address of officer from whom tenders are be

obtained and to whom tenders are to be sent } The Controller of Examinations,

Kannur University, Thavakkara

Civil Station (P.O), Kannur-670002



Controller of Examinations (i/c)

RE

FORM OF AGREEMENT (For Rate or Running Contracts)

AGREEMENT executed day of between (hereinafter called "the Contractor") and Kannur University represented by the Controller of Examinations (hereinafter called the University).

WHEREAS the Contractor has tendered for the supply (door delivery) of 38cmx 28cm box type, cloth lined Question Paper Covers with print of Kannur University in English and Malayalam and its emblem for the use of the university as per tender notification No: EG III/519/2015 dated .05.2022 published in the website www.kannuruniversity.ac.in and the dailies The Hindu and The Deshabhimani which tender notification and terms and conditions of supply shall form part of this Agreement as if incorporated herein.

AND WHEREAS the University has been pleased to accept the offer subject to the conditions stipulated in the Tender Notification and supply orders concerned (which shall form part of this agreement as if incorporated herein) in respect of the articles mentioned therein.

AND WHEREAS the Contractor has as security for the due fulfilment of his obligations under this deed deposited ₹. being percentage of the estimated value of the contract in Treasury as per Pass Book No Demand Draft No and pledged the passbook to the /- as per draft on Bank duly approved by the University/in the form of a letter of guarantee for such amount from Bank approved by the University.

The Contractor agrees to supply the items within 45 days of the receipt of the supply order.

The Contractor also agrees to supply 50,000 numbers of 38cmx 28cm box type, cloth lined Question Paper Covers with print of Kannur University in English and Malayalam and its emblem over a period of 1year w.e.f as per the terms and conditions stipulated in the tender conditions, i.e the rates, inclusive of taxes, transportation, loading, unloading, printing etc.

In the case the Contractor fails to comply with the conditions of the agreement as aforesaid incorporating the terms and conditions governing the Contract the University shall have power and authority to recover from the Contractor any loss or damage caused to the University by such breach as may be determined by the University by appropriating the earnest money/security deposit by the Contractor.

NOW THESE PRESENTS WITNESS AS FOLLOWS:

1(a). In cases where along with the tender samples have been forwarded to the University and the samples approved, the Contractor agrees to supply the materials according to the approved sample. In other cases of the Contractor agrees to forward samples to University for approval if so required and then to supply materials according to such approved samples.

(b). The Contractor hereby declares that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the copy of the order attached herewith and the Contractor hereby guarantees that the said goods would continue to conform to the description and quality aforesaid for a period ofdays/month from the date of delivery of the said goods to the University and that notwithstanding the fact the University may have inspected and/or approved the said goods, if during the aforesaid period ofdays/month the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated the University will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be at the Contractor's risk and all the provisions herein contained relating to rejection of goods etc. shall apply. The Contractor shall, if so called upon to do replace the goods etc, or such portion thereof as is rejected by the University. Otherwise the Contractor shall pay to the University such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the University in that behalf under this contract or otherwise.

2.Requests for enhancement of rates once accepted will not be considered except where University have prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstance, conditions of sale or other special terms and conditions, if any, printed on the quotation sheets of the contractor or attached with the contractors' tender or any other letter or paper from the Contractor will not govern this Contract nor bind the University in any manner whatsoever unless such terms have been expressly accepted by the University in writing.

3.The approximate quantities to be supplied are as shown in the copy of the supply order herewith attached, but it is agreed that they are only estimates of and not the actual quantities required by the University. The University however are not obliged to purchase the entire quantity mentioned in the order or even any portion of such quantity during the period of contract, in case no actual need arises therefore. The Contractor however agrees to supply the quantity required (even if it be in excess of the quantity estimated in the order but not exceeding the estimated quantity beyondpercent) of any article at the rate tendered by him for that article within the time fixed.

4. If the Contractor defaults in the due supply of all or any of the articles correctly and promptly as above the University are at liberty to procure the same from elsewhere without canceling the contract as a whole. If University incur, in thus procuring such materials a higher cost than the agreed rate such excess cost may be deducted by the University from the Contractor's bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The contractor agrees that he shall not be entitled to claim the excess, if any, of the tendered rate over such cost to University.

5.If the contractor fails to deliver all or any of the Stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performances, upto a maximum deduction of 10% of the contract, prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider

termination of the contract at the risk and cost of the contractor.

6.The firms will 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.

7.All incidental expenses incurred by the University for making payment outside the District in which the claim arises shall be borne by the Contractor.

8.The Contractor shall not assign or make over in part or wholly the contract or the benefits or burdens whereof. The Contractor shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of the University. The University shall have absolute power to refuse such consent or rescind such consent (if given) at any time. The Contractor shall not be relieved from his obligation, duty responsibility and this contract even if consent to let or sublet is given by University.

9.NOTWITHSTANDING the provisions contained herewith, the University shall have the right to cancel the contract for any default on the part of the Contractor in due performance thereof.

10.It shall be lawful for the University from and out of any money for the time being payable or due to the Contractor from University under this contract or otherwise to set off any loss or expense, cost or damages sustained or incurred by the University by reason of the cancellation of the contract.

11.The security deposit shall subject to the conditions specified herein be returned to the contractor within three months after the expiration of the contract. 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.

12.The Contractor agrees that any communication addressed to him may be handed over to him or his agent personally or left at his residence or place of business or may be sent by prepaid post to his address as mentioned in the deed.

13.The contractor agrees that time is the essence of this contract.

14.The contractor agrees that all Sums found due to the university under or by virtue of these presents shall be recoverable from him and his properties movable and immovable under the provisions of the revenue recovery act, for the time being in force as though they are arrears of land revenue or in any other manner and within such time as the University may deem fit. In deciding what sum of money is due to the University under or by virtue of this deed the contractor agrees that the decision of the university shall be final and conclusive and shall be binding on the contractor.

In witness whereof Shri..... (The 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.....