

## Devaswom Board College Thalayolaparambu, Kottayam, Kerala 686605

### Notice Inviting Tender

No. DBCT/TDB-Chem/2021-22/01 dated 16.08.2021

Devaswom Board College, Thalayolaparambu invites bids (manual submission - tenders) in **two** cover system from Original Equipment Manufacturers or their Distributors or their authorized Dealers for the supply of generator (with Manufacturer warranty for maximum period) as per the technical specifications and in accordance with the various provisions of this tender documents. See below for the detailed instructions, technical specifications, terms and conditions, etc.

**Tender No. DBCT/ TDB-Chem/2021-22/01 dated 16.08.2021**

**Tender for:** Supply of Generator

**Place of installation:** PG Lab, Chemistry Department, Devaswom Board College, Thalayolaparambu, Kottayam, Kerala.

**Form of Contract:** Itemwise

**Number of cover/s:** Two

Cover Details			
	No. of Covers	Cover type	Contents
1	Two Covers	(a) Technical	7
		(b) Financial	1

**Tender document fees Rs. 400/- +18% GST = 472/-**

Bidders are liable to pay the required or balance amount of taxes due to any changes issued by the Government/competent authority/agency, time to time, during this tender and purchase process.

**EMD: Rs. 1800/-**

**Pre-bid Conference - NO**

#### Critical Dates

Publishing Date	16 August 2021
Bid Submission Start Date	16 August 2021, 2:00pm
Bid Submission Closing Date	09 September 2021, 1.00pm
Date of opening of Technical Bids	10 September 2021, 10.30am
Date of opening of Financial Bids	10 September 2021, 2.30pm

**Place of Opening of Technical Bids & Financial Bids -**

**Devaswom Board College, Thalayolaparambu, Midayikkunnu  
PO, Kottayam 686605, Kerala**

**Bid validity – 3 months**

#### Details of this tender

Tenders are invited from the registered Manufacturers / authorized suppliers. This tender is a manual submission Tender and is invited in **TWO** cover system from the registered and eligible firms. Prospective bidders willing to participate in this tender should purchase the tender forms from the College office between 10.30am and 3.00pm by remitting the tender fee and the EMD.

The tender timeline is available in the critical date section of this tender.

For further details contact the Principal, Devaswom Board College (04829 236137) or Dr Remalakshmy Poduval, HoD, Chemistry (8907078866) preferably during working hours (10:00 am – 4:00 pm).

### **Documents to be prepared and submitted:**

**The format for the documents to be submitted is available in the college website as links**

#### **Technical Bid Cover**

1. Tender acceptance letter
2. Preliminary Agreement
3. Certificate/declaration of firmness of rates
4. Details of EMD paid / certificate of exemption
5. Certificate of authorized dealership/supplier
6. E-payment requisition form / Bank details of bidder
7. Technical documents/literature (should include the financial bid document with prices blackened out & also the compliance statement)

#### **Financial Bid Cover**

8. BOQ – The Bill of Quantity can be prepared as per the excel sheet in site.

*Devaswom Board College, Thalayolaparambu reserves the right to reject the bid in case of discrepancy observed in the un-priced financial bid and the actual financial bid and also if any of the above listed document/s is not submitted.*

*Devaswom Board College, Thalayolaparambu reserves the right to place part orders.*

### **Terms and conditions:**

1. The Bidder shall pay a tender document fees and Earnest Money Deposit (EMD) as mentioned above. The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.
2. The items/equipments should be original. The quoted firms should be the original manufacturer/producer or authorized dealer/supplier of the items.
3. They should also ensure to provide the details of the authorized service centres/repairing centres, for the items quoted by them, located in the Kottayam / Ernakulam district or nearby areas in Kerala to ensure the speedy service/repair. **They should have a technical person based in Ernakulam or Kottayam district for support assistance.**
4. The technical details of the items such as the **name of the company/brand, make, model number**, country of origin, if assembled outside India/imported, etc should be given in detail. The quoted model details must be available in the principal or manufacturer's website. Copies of the authentic technical literature/brochure from the producer/company should be attached for each item quoted.
5. Those who quote should take utmost care to quote **reputed branded** items of good quality. Items of low quality or from grey/Chinese market should not be quoted. Details of quality certifications such as CE, ISO, etc should be clearly mentioned.
6. The rate of each item/service offered, etc in Indian Rupees (INR), should be mentioned separately. It must be inclusive of supplying and installing the items in the Chemistry Laboratory of Devaswom Board College Thalayolaparambu
7. The rates of taxes (GST, CESS, etc)/ levies, if any, of each item should be mentioned in clear terms; rather than stating "*inclusive of taxes*" OR "*taxes will be charged extra*". Please note that the College has a GST number – 32AAFAD6370E1Z2.
8. The rate quoted should be remaining firm for a period as shown above.
9. **The dealer must be having dealership in Kerala for minimum 10 years and must have supplied to colleges in Kerala. User list of supply to min 5 colleges must be included.**
10. The maximum period required for the supply, installation of the items/articles/completion of the work/s also should be mentioned in clear terms.
11. The details of warranty/guarantee, etc should be mentioned in clear terms.

12. The details of rebate/discount, special offers, gratis, free training/ demonstration, etc also should be mentioned in clear terms.
13. Within a week of the date when the acceptance of tender has been intimated to him, the bidder shall deposit **3% of the quoted amount (performance guarantee)** which shall be treated as security for the proper fulfillment of the same and he shall execute an agreement for the work in the scheduled form of agreement. If he fails to do this or fail to maintain a specified rate of progress, the security deposit shall be forfeited to the undersigned and fresh tenders shall be called for or the matter otherwise disposed. If as a result of such measures due to the default of the bidder to pay the requisite deposit, sign contracts to take possession of the work, any loss that results, the same will be recovered from him as arrears of revenue but should it be a saving to the undersigned, then he shall have no claim whatever to the difference. Recoveries to this or any other account will be made from the sum that may be due to the bidder on this or any other contracts or under the Revenue Recovery Act or otherwise as the undersigned may decide.
14. **NO** additional claims towards demurrage/ installation/ demonstration charges, loading/ unloading/ freight charges, service charges, etc will be entertained after the delivery of the items or at any stage.
15. The undersigned reserve the right to purchase/procure the items/service/work in full or in part, subjected to the availability of funds from the funding agency.
16. Participating in this tender by the bidder/ contractor assumes the acceptance of all the terms and conditions laid by this Institution, and also the rules/laws applicable in the state/country.
17. No tender received after the specified date and time will be accepted on any account. The rates shall be considered firm for acceptance till the date mentioned above. Tenders not stipulating period of firmness and tenders with price variation clause such as "subject to prior sale" condition are liable to be rejected. Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.
18. The tenders will be opened on the appointed day and time in the office of the undersigned. If it happens to be a declared holiday or any other holiday for the institution, the opening shall be done on the next working day.
19. If any bidder withdraws from his tender before the expiry of the period fixed keeping the rates firm for acceptance, the earnest money if any, deposited by him shall be forfeited to College or such action taken against him, as College think fit.
20. The bidders are liable to arrange for demonstration of the items, if asked for, **at their own cost**. No demurrage, compensation or any other liability of the bidders/firms **shall not be** entertained by the Institution in this regard.
21. The final acceptance of the tenders rests entirely with the College, who do not bind themselves to accept the lowest or any tender. But the bidders on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
22. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful bidder shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will leads to the cancellation of the order.
23. Earnest Money Deposit (EMD) of the successful bidder (L1), and the next listed firm (L2) shall be returned only after a period required for completion of the process such as decision of purchase, installation of the items/ completion of the works, etc. No interest will be paid on earnest money deposited.
24. Payments against the invoice (triplicate) and stamped pre/advance receipt shall be made in due course of time, (a) only after obtaining the certificates from the competent authority/officer/s of the College regarding the successful installation/completion of the works; (b) as NEFT/RTGS transfer to Account of the firm/supplier or by issuing cheques. **The payment shall be made to the bank account of the firm/supplier through NEFT/RTGS transfer or**

**through cheques.**

25. All incidental expenses, Bank charges, etc for making payments outside the district/other banks, etc shall be borne by the contractor/firm.
26. The contractor/firm shall not assign or make over the contract of the benefits or burdens thereof to any other person or body corporate. The contractor shall not under let 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 undersigned who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if the 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/firm 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 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 undersigned to the
28. Contractor/firm be determined and the College may complete the contract in such time and manner and by such persons as the College shall think fit. But such determination of the contract shall be without non prejudice to any right or remedy of the College against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to College by any branch of contract by the contractor shall be paid by the contractor to College, and may be recovered from him under the provisions of the Revenue Recovery Act in force in state.
29. 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 here in contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for College (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere of on behalf of the College by an order in writing under the hand of the Principal, the Devaswom Board College, Thalayolaparambu put an end to this contract and in case the College 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 of other moneys shall then or any time during the continuance of this contract be payable by the firm/contractor to the College under and by virtue of this contract, it shall be lawful for the College from and out of any moneys for the time being payable or owing to the contractor from the College under by virtue of this contract or otherwise to pay and reimburse to the College 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.
30. 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/s of Kottayam district.
31. 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 maybe handed over to his agent personally, e-mailed 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/e-mailed would reach his place of abode or business.
32. The bidder shall undertake to supply materials according to the standard sample and /or specifications.
33. No representation for enhancement of rates will be considered.
34. Any attempt on the part of the bidders or their agents to influence the Department/stores

Purchase Department in their favour by personal canvassing with the officers concerned will disqualify the bidders.

35. The rates and amount of taxes, duties, cesses, etc. should be clearly mentioned in the quotes, tenders, invoices, etc. The final prices quoted (inclusive of all taxes, duties, cesses, etc.) should be, 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.
36. Special Conditions, if any, of the bidders attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

## **ITEMS REQUIRED AND SPECIFICATIONS**

### **Energy Generator**

- Output 5KVA (minimum)
- Starting – Electric & Manual
- Fuel – Petrol
- Features – **must be silent and portable**
- Warranty – One year minimum
- Quote must include AMC for 1 year and inclusive of all tax

(Dr. Remalakshmy Poduval)  
Purchase Committee Convener