

Tender for the Supply, Installation and Commissioning of
one LCD TV with wall mount accessories in the chamber
of the Commissioner

1. Tender Details

1.	Tender No and Date	B ₁₁ -6903/08/CT dated 10/03/2008
2.	TENDER Title	Supply, Installation and Commissioning of one LCD TV with wall mount accessories.
3.	Starting Date and time of issue of tender document	10-03-2008 <u>This downloaded form may be used to submit the bid without modification of any of the terms written hereunder.</u>
4.	Cost of the tender document	Rs.450 to be submitted along with the downloaded tender form by Demand Draft drawn in favour of the Commissioner, Commercial Tax on any scheduled Bank
5.	Due date and time for Submission of bid	10-04-2008, 17:00 PM
6.	Earnest Money Deposit	1% of the total value of the contract.
7.	Date and time for opening of the the Bid	11-04-2008, 11:00 AM. in the presence of such of those tenderers or their nominees who may be present at that time.
8.	Contact Person	Commissioner, Commercial Taxes Department Government of Kerala, Thiruvananthapuram - 695033 Ph: 0471- 2321252 Fax: 0471-2325854
10.	Address at which tender is to be submitted	The Office of the Commissioner, Commercial Taxes Department Thiruvananthapuram - 695033, Kerala. Ph: 0471- 2321252 Fax: 0471-2325854 Email : cctker@gmail.com Website : www.keralataxes.in

2. Contents of the Bid

1. 1% of the total value of the contract as EMD shall be taken as DD in favour of the Commissioner, Commercial Tax on any scheduled Bank
2. Rs. 450/- being the cost of Tender Form shall be taken as DD in favour of the Commissioner, Commercial Taxes on any scheduled Bank
3. Agreement in stamp paper worth Rs. 100/- in a Kerala Government Stamp Paper
4. A signed copy of the downloaded TENDER Form
5. Commercial Offer

The above materials shall be enclosed in a sealed envelope super-scribed with the following details

Tender Number and Date

Due date and time for submission of tender

TENDER Title

3. Contents of the Commercial Bid

The rates quoted shall be held firm up to 31/05/2008.
The Prices has to be given in the following format including cabling charges and Labour Charges.

Sl. No	Item Description in Brief	Model Quoted	Qty	Unit Price in Indian Rupees	Taxes	Unit Price inclusive of taxes	Total Prices for the quantity offered

(Only one brand will be considered)

4. General Specifications of the LCD TV

Specifications	
Screen Size (V)	42 inch
Effective Display Area (HxV, mm)	930 x 523 (diagonal 1,067)
Aspect Ratio	16:9
Number of Pixels (HxV)	1,920 x 1,080
Viewing Angle	Left/Right: 178°, Up/Down: 178°
Panel Luminance (at white peak)	500 cd/m ²
Contrast Ratio (Panel)	10,000:1
VGA Cable	25 mtr
Audio cable with connector	25 mtr
Video Cable	25 mtr
Metal Clamp	2 nos
Casing and capping with necessary fitting	As per actuals
Splitter	1 nos

5.Special Terms and Conditions

1. Tenderers shall invariably specify in their tenders, the delivery conditions including the time required for the supply and installation of the articles tendered for
2. The final acceptance of tenders rests entirely with Government who do not bind themselves to accept the lowest tender.
3. Tenderers should be prepared to give warranty for satisfactory performance the equipment supplied/installed by them for a period of 1

- year. The warranty shall include free from defect in materials and workmanship for period of one (1) year from the date of installation.
4. 100% Payments shall be made on completion of the delivery and acceptance of equipment at site. Payment will be made based on Invoices (in triplicate) in favour of Commissioner, Commercial Taxes.
 5. Delivery, installation shall be completed within two weeks from the date of the Purchase Order
 6. The tenderer shall have to pay all stamp duty, lawyers charges and other expenses incidental to the execution of the agreement.
 7. Failure to supply and install the items within the specified time as per the agreement will attract a penalty of 0.5% of the cost of the items per week will be levied.
 8. Every tender should be accompanied by an agreement in the prescribed format in Kerala Government Stamp Paper worth Rs.100/-.
 9. The Commissioner, Commercial Taxes, reserves all right to reject any tender or all tenders without recording any reason therefore.
 10. General Store Purchase Rules will be applicable in all cases.
 11. No tender received after the specified date and time will be accepted on any account.
 12. Tenders not stipulating period of firmness and tenders with price variation clause and / or 'subject to prior sale' conditions are liable to be rejected.
 13. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the Earnest Money deposited by him will be forfeited to Government or such action taken against him as Government think fit
 14. The successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
 15. In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the Commissioner, Commercial Taxes be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already, and loss, if any, caused to the Government shall thereby together with such sums as may be fixed by the Government towards damages be recovered from the defaulting tenderer.
 16. 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.
 17. The security deposit shall subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the Commissioner and the contractor, the Commissioner 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 Government to the contractor. 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.

18. 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 Commissioner, Commercial Taxes 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.
19. 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 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 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 Commissioner, Commercial Taxes to the Contractor be determined and the Department/Government may complete the contract in such time and manner and by such persons as the Department/Government shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Government against the contractor in respect of any breach of contract theretofore committed by the contractor. All expenses and damages caused to Government by any breach of contract by the contractor shall be paid by the contractor to Government, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.
20. 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 in his part to be observed and performed, then and in any such case it shall be lawful for Government (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Government by an order in writing under the hand of the Commissioner, Commercial Taxes put an end to this contract and in case the Government 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 Government under and by virtue of this contract, it shall be lawful for the Government from and out of any moneys for the time being payable or owing to the contractor from

- the Government under or by virtue of this contract or otherwise, to pay and reimburse to the Government 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 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.
21. 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 of competent jurisdiction in Thiruvananthapuram.
 22. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Commissioner, Commercial Taxes or Government or any other person authorized by Government and set off against any claim of the Commissioner, Commercial Taxes or Government for the payment of a sum of money arising out of or under any other contract made by the contractor with the Commissioner, Commercial Taxes or Government or any other person authorized by Government. Any sum of money due and payable to the successful tenderer or contractor from Government shall be adjusted against any sum of money due to Government from his under any other contracts.
 23. Every notice hereby required or authorized to be given may be either given to the contractor personally or last known place of business, or may be handed over to his agent personally, or may be addressed to the contractor by post or e-mail at his usual or last known place of 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, a communication so addressed would reach his place of business.
 24. No representation for enhancement of rates once accepted will be considered.
 25. 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.
 26. The prices quoted should be inclusive of all customs/excise duties, taxes, duties, cesses, etc., which are or may become payable by the contractor under existing or future law or rules of the country of origin supply or delivery during the course of execution of the contract.
 27. Special conditions, if any, of the tenderers attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the Commissioner, Commercial Taxes.
 28. Each page of this document should be signed by the tenderer in token of acceptance of the conditions of this tender.
 29. All disputes and differences whatsoever arising during the period of contract shall be settled by mutual consultation by the signatories or their designated nominees. Should the dispute / differences remain unresolved, arbitration proceedings may be followed in accordance with the provisions of Arbitration and Conciliation Act, 1996. An award passed by the Arbitrator may be final and binding and may be a condition

precedent for either party to resort to any proceedings before any court of Law. The Arbitration shall be conducted in Thiruvananthapuram and proceedings shall be in English Language. The Court in Thiruvananthapuram only shall have jurisdiction to deal with the cases.

30. The tenders submitted without fulfilling the conditions as stated above will be summarily rejected

AGREEMENT

(To be submitted on Kerala Government Stamp Paper of Rs.100/-)

ARTICLES OF AGREEMENT executed on this theTwo thousand and six andbetween the Governor of Kerala (hereinafter referred to as "the Government") 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 B₁₁-6903/08/CT dated 10/03/2008 the bounden has submitted to the Government a tender for the items specified therein subject to the terms and conditions contained in the said tender;

Whereas the bounden has also deposited with the Government a sum of Rs. as Earnest Money Deposit for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Government.

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 Government and the Contract for supply, Installation and Commissioning of one LCD TV is awarded to the bounden, the bounden shall within 15 days of acceptance of his tender execute an agreement with the Government incorporating all the terms and conditions under which the Government accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the Government shall have power and authority to recover from the bounden any loss or damage caused to the Government by such breach as may be determined by the Government by appropriating the Earnest Money Deposit 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 Government 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 Government may deem fit.

In witness whereof Shri.....(H.E. name and designation) for and on behalf of the Governor of Kerala 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
Shri.....(date)..... by

In the presence of witnesses:

1.
2.