

Tender Notice

No.1877/10/A/KELSA –(1)

Sealed tenders are invited from experienced and reputed parties in the field of automobile for supplying a Bolero type van with the following specifications. The van is intended to be used for publicity campaign with regard to propagation of legal aid schemes/programmes in the State.

Specifications

MAHINDRA BOLERO

Bolero SLE MDI TC 2WD 7SEATER BS3 A/c with Power Steering

Colour: Silver

Last date and time for the sale of tender forms	: 23-3-2011, 5.00 P.M.
Last date and time for the receipt of tender forms	: 24-3-2011, 2.00 P.M.
Date and time for opening tender	: 24-3-2011, 3.00 P.M.
Earnest Money Deposit	: 1 % of the amount quoted.
Cost of original tender form	: Rs.400/- + VAT
Cost of duplicate copy of tender form	: Rs.200/-+ VAT

Tender forms will be supplied from this office by courier post also, on payment of Rs.440/- by Demand Draft drawn in favour of the Member Secretary, Kerala State Legal Services Authority, Ernakulam payable at Ernakulam.

Cost of the vehicle should be quoted in the space specified in the Tender Form. Taxes, Insurance and other extra charges may be shown separately and specifically in the Tender Form.

Details can be obtained from the office of the Member Secretary, Kerala State Legal Services Authority (KELSA), Niyama Sahaya Bhavan, High Court Compound, Kochi-31 and also from the website of Kerala State Legal Services Authority- www.kelsa.gov.in.

16-3-2011

Ernakulam

Member Secretary

(District judge)

TENDER DETAILS

Department : Kerala State Legal Services Authority

Office Address : Member Secretary, Kerala
State Legal Services Authority
Niyama Sahaya Bhavan,
High Court Compound, Ernakulam.

Tender No. : **No.1877/10/A/KELSA_**

Purpose : for supplying a Bolero type van, as
specified in the schedule to the tender

Last date and time for the receipt
of tender forms : 24-3-2011, 2.00 P.M.

Date and time for opening tender : 24-3-2011, 3.00 P.M.

Earnest Money Deposit : 1 % of the amount quoted.

K.F.C. FORM – 14

FORM OF TENDER

From

To

The Member Secretary,
Kerala State Legal Services Authority,
Niyama Sahaya Bhavan,
High Court compound, Ernakulam.

Sir,

I/we hereby tender to supply a Bolero type van, as specified in the schedule to the tender and as may be decided by the Kerala State Legal Services Authority, at the rates quoted below. The van will be supplied within the time and at the place specified in the schedule.

* I/we quote Rs. for a Bolero type van as per the description in the attached specification and schedule .

Taxes, Insurance and other extra charges (specify)

The total amount quoted for the vehicle, including Taxes, Insurance and other extra charges, is Rs..... (Rupees.....).

I/we/am/are remitting/ have remitted the required amount of Rs. vide DD No.....as earnest money.

Yours faithfully,

(Signature)

Address:

Date:

TERMS AND CONDITIONS

Sealed tenders are invited for supplying a Bolero type van, as specified in the schedule below/attached:

1. The tenders should be addressed to the Member Secretary, Kerala State Legal Services Authority (KELSA), Niyama Sahaya Bhavan, High Court Compound, Ernakulam, Kochi-31 in a sealed cover with the Tender number and name duly superscribed on the cover.
2. The tenders should be in the prescribed form which can be obtained from the head office of Kerala State Legal Services Authority on payment of Rs.400/- (Rupees four hundred only). Duplicate copies of tender forms will also be issued for Rs.200/- (Rupees two hundred only). 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 in Indian currency only. The tenders quoting rates in any other currency are liable to rejection.
3. Intending tenderers should send their tenders so as to reach the Member Secretary, Kerala State Legal Services Authority on due date, within time. No tender received after the specified date and time will be accepted on any account. Tenders not stipulating period of firmness and tenders with price variation clause and or subject to prior sale condition 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 1% of the amount quoted. The amount may be paid by crossed demand draft drawn in favour of the Member Secretary, Kerala State Legal Services Authority, payable at Ernakulam. Cheques will not be accepted. The earnest money of the tenders will be returned as soon as possible after the tenders are settled, but that of the successful tenderer 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. The registered firms will have to quote invariably in every tender they submit the registration number assigned to them by the Stores Purchase Department.
5. The tenders will be opened on the appointed day and time in the Office of the Member Secretary, Kerala State Legal Services Authority, Ernakulam in the presence of such 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 the Government or such action taken against him as Member Secretary, KELSA thinks fit.

7(a). Tenderers shall invariably specify in their tenders the delivery conditions, including the time required for the supply of articles tendered for.

(b).The successful tenderer should supply the Van at the office of the KELSA at Ernakulam within the time period specified in the contract, at their own cost.

8. The final acceptance of the tenders rest entirely with the Member Secretary, Kerala State Legal Services Authority, Ernakulam who do not bind himself 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.

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

(b). The guarantee provisions contained in the Kerala Financial Code are applicable.

10. 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 contractor shall have to pay all stamp duty and other expense incidental to the execution of the agreement.

11.(a) The successful tenderer shall before signing the agreement and within the period specified in the letter of acceptance of his tender, shall 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 money deposited by him along with his tender. 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 Member Secretary, Kerala State Legal Services Authority, Ernakulam. If the successful tenderer fails to deposit the security and execute the agreement within the period specified, the earnest money deposited by him will be forfeited to Government and the contract arranged elsewhere at the defaulter's risk and any loss incurred will be recovered from the defaulter who will, however not be entitled to any gain accruing thereby.

(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 Government shall thereby together with such sums as may be fixed by the Kerala State Legal Services Authority 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.

(d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period 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 performance, up to 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.

12. 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 Kerala State Legal Services Authority and the contractor, the KELSA 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 any be claimed. The same may also be deducted from any other sum which may be due at any time from the Government to the Contractor. In all cases where there are guarantee/warranty for the goods supplied the security deposit will be released only after the expiry of the guarantee/warranty period.
- 13(a) All payments to the contractor will be made by KELSA in due course .
 - (b) All incidental expenses incurred by the Government for making payments out side the District in which the claim arises shall be borne by the contractor.
14. The tenderers shall also quote 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.
15. Ordinarily payments will be made only after the supplies are actually verified and taken to stock, at concerned places. The firm will produce stamped pre-receipted invoices before the Member Secretary, Kerala State Legal Services Authority, Ernakulam. The payments will be made on satisfactory supply of the above said materials at the concerned places and on production of the bills/invoices. The Kerala State Legal Services Authority will make the payment as and when the amount is released from the Treasury.
16. The contractors shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractors shall not under let or sublet to any person or persons or body or any part thereof without the consent in writing of the Member Secretary, Kerala State Legal Services Authority, Ernakulam 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.

17. All expenses and damages caused to KELSA by any breach of contract by the contractor shall be paid by the contractor to the KELSA and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.
18. In case any difference or disputes arises in connection with the contract all legal proceedings relating to the matter shall be instituted in the Courts within the jurisdiction of Ernakulam District.
19. Any amount due and payable to the successful tenderer from the Kerala State Legal Services Authority shall be adjusted against any sum of money due to the Kerala State Legal Services Authority from him under any other contracts.
20. Every notice hereby required or authorised to be given may be either given to the contractor personally or left at his residence or last known place or 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 or abode or business and if so addressed and posted shall 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.
21. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.
22. No representation for enhancement of rates once accepted will be considered during the contract period. In the case of imported goods when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the KELSA.
23. Telegraphic quotations will not be considered.
24. Any attempt on the part of the tenderer or their agents to influence the KELSA/Store Purchase Department in their favour, by personal canvassing with the officers concerned, will disqualify the tenders.
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 finalization of tenders shall be made in accordance with the supply upon the rates quoted and according to the other formalities and performance. The Member Secretary, Kerala State Legal Services Authority, Ernakulam has all rights to reject a tender without giving any reasons.
27. The tenderers have to quote the expiry of the guarantee/warranty period.
28. 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 Member Secretary, Kerala State Legal Services Authority, Ernakulam.

29. The Tenderer should produce along with his tender a preliminary agreement executed and signed in Kerala Stamp Paper of value Rs.100/-. A specimen form of the agreement is given as Annexure B to this tender. The tenders without the agreement in stamped paper will be rejected outright.

30. The tenderer will invariably furnish the following certificates with their bills for payment:

“Certified that the goods on which the sales tax has been charged have not been exempted under the Central Sales Tax Act or the State Sales Tax Act or the Rules made there under and charges on account of sales tax 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.....
under the Registration No.....
for the purpose of sales tax”.

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

32. All conditions laid in the Store Purchase Rules are applicable.

Superscription

Tender No. 1877/10/A/KELSA dated 16-3-2011 for supplying a Bolero type van.

Last date and time for the receipt : 24-3-2011, 2.00 P.M.

of tender forms

Date and time for opening tender : 24-3-2011, 3.00 P.M.

Address of the Officer from whom
tender forms are to be obtained and to
whom tenders are to be sent

: Member Secretary,
Kerala State Legal
Services Authority,
Niyama Sahaya Bhavan,
High Court

compound,

Ernakulam, Kochi-31.

Station:

Date:

Declaration

I/We
agree to supply a Bolero type van as specified in the schedule to the tender and as
may be decided by the Kerala State Legal Services Authority within the time
period specified in the contract, at our own cost, as per the rates and conditions
furnished in the tender. I/We do hereby declare that I am not related to any
Government servant who is in charge/having control of this work.

Contractor

ANNEXURE-A

SCHEDULE OF MATERIALS

Purpose : **Supply of a Bolero type van**

Specifications

MAHINDRA BOLERO

Bolero SLE MDI TC 2WD 7SEATER BS3 A/c with Power Steering

Colour: Silver

Supply : Supply the Van at Ernakulam within 3 days of executing agreement. Transportation charges will have to be borne by the contractor.

ANNEXURE B
AGREEMENT

Articles of agreement executed on this theday ofTwo Thousand and Eleven (-2011) between the Member Secretary, Kerala State Legal Services Authority (Hereafter referred to as the KELSA) of the one part and (Name and address of the tenderer), (hereinafter referred to as the bounden) of the other part.

WHEREAS in response to the Notification No. 1877/10/A/KELSA dated 16-3-2011 the bounden has submitted to the KELSA a tender for supplying a Bolero type van as specified therein subject to the terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with the KELSA 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 KELSA.

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 KELSA and the contract for supplying a Bolero type van is awarded to the bounden, the bounden shall within 2 days of acceptance of his tender execute an agreement with the KELSA incorporating all the terms and conditions under which the KELSA accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the KELSA shall have power and authority to recover from the bounden any loss or damage caused to the KELSA by such breach as may be determined by the KELSA 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 KELSA 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 KELSA may deem fit.

In witness whereof Sri P. Mohanadas, Member Secretary, KELSA for and on behalf of the KELSA and
the bounden have hereinto set their hands the day and year shown against their respective signatures.

Signed by Sri. P. Mohanadas, Date

In the presence of witnesses:

- 1.
- 2.

Signed by Sri. Date

In the presence of witnesses:

- 1.
- 2.