



APJ ABDUL KALAM TECHNOLOGICAL UNIVERSITY

CET campus, Thiruvananthapuram - 695 016

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KTU/ASST3(ADMIN)/3631/2021

17.09.2021

Tender No : 001/3631/2021

Tender Notification

Purchase of Multi Functional Printer(Colour)

Competitive tenders are invited for the purchase of 20 numbers of Multi Functional Printer(Colour) as per the attached specification for the use of the APJ Abdul Kalam Technological University. The last date of receipt of tenders is 05/10/2021, 3:00 P.M. The received tenders will be opened on the same day at 3.30 P.M in the presence of available bidders. The undersigned reserves the right to accept or reject any tender if found unsatisfactory without assigning any reasons thereof.

Tender Forms can be had from the office of APJKTU during office hours on payment of Rs. 200/- (Rupees Two Hundred only) through Cash remittance/M.O./D.D. (favouring Registrar, APJ Abdul Kalam Technological University payable at Thiruvananthapuram). Tenders forms can also be downloaded from www.ktu.edu.in/tenders. Cost of the downloaded tender forms should be paid separately during the submission of the tender by way of Cash remittance/M.O./D.D. (favouring Registrar, APJ Abdul Kalam Technological University payable at Thiruvananthapuram)

Dr.A. Praveen
Registrar

* This is a computer system (Digital File) generated letter. Hence there is no need for a physical signature.



Specification Multi Function Printer(Colour)

Print, Copy and Scan

Type of Machine: Multifunction

Cartridge Technology: Ink

Print Technology: Ink tank

Type of Printing: Color

Connectivity: USB

Scan Resolution: 600X1200 dpi

Print Page per minute: 9 (B/W) or higher and 5 (colour) or higher

Maximum Page Size: A4



APJ ABDUL KALAM TECHNOLOGICAL UNIVERSITY

MBA Building, CET Campus

Trivandrum, Kerala-695016

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GENERAL CONDITIONS

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

1. The tender should be addressed to the The Registrar, APJ Abdul Kalam Technological University in a sealed cover with the tender number and name shown below duly super scribed on the cover.
2. The form can be downloaded from the website **www.ktu.edu.in/tenders**
The tender form may be printed in A4 size paper. Editing of the pre-printed text in the tender form in any way other than as indicated (like ticking, filing in with ink/typing, scoring off inapplicable material etc) will render the tender form in valid and liable for rejection. There is no fee for the tender form.
3. Intending tenderers should send their tenders so as to reach the officer mentioned in the tender notification, on due date and time noted therein. No tender 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 therein. 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. a) Every tenderer who has not registered his name with the State Government (Store Purchase Department), should send along with his tender, an earnest money of Rs.5000/-. The amount may be paid by Demand Drafts (crossed) on the local branch of State Bank of Travancore drawn in favour of the Registrar, APJ Abdul Kalam Technological University, Thiruvananthapuram. Cheques will not be accepted. The earnest money of unsuccessful tenderers will be returned as soon as possible after the tenders are settled: but that of successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfilment of the contract. No interest will be paid for the earnest money deposit.



b) Tenderers whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in every tender they submit, the registration number assigned to them by the Store Purchase Department. Attested copy of registration certificate shall be enclosed with the tender for reference.

c) Small Scale Industries and Cottage Industries within the Kerala State, which are certified as such by the Director of Industries and Commerce or by the Regional Joint Director of Industries and Commerce will be exempted from furnishing earnest money against tenders and Security deposit against contracts for supply of stores manufactured by them.

5. The tenders will be opened on the appointed day and time in the office of the The Registrar, APJ Abdul Kalam Technological University, Trivandrum in the presence of such of those tenderers or their nominees who may 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 APJ Abdul Kalam Technological University or such action taken against his as the University think fit.

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

8. a) The tenderers shall clearly specify whether the articles offered bear Bureau of Indian Standards Certification Mark or not. In such cases, they shall produce copies of certification marks along with their tender in support of it.

b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. APJ Abdul Kalam Technological University reserves the right to reject offers for import of goods if the Import Trade control Policy in force at the time of award of the contract prohibits or restricts such imports.

9. 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 tender as may be allotted to them.

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

11. 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 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 agreement. Failure to execute the agreement within the period specifies will entail the penalties set out in Para 12 below.

12. a) The successful tenderer shall, before signing the agreement, and within the period specified in the letter of acceptance of this tender, deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfilment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner Demand Draft.. Letter of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of the APJ Abdul Kalam Technological 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 APJ Abdul Kalam Technological University, and the contract arranged elsewhere



at the defaulter's risk and any loss incurred by the APJ Abdul Kalam Technological 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 cases where a successful tenderer, after having made partial supplies, fails to fulfil the contracts in full, or any of the materials not supplied may at the discretion, of The Registrar, APJ Abdul Kalam Technological University, 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 APJ Abdul Kalam Technological University shall thereby, together with such sums as may be fixed by the Kerala technological University towards damages, be recovered from the defaulting tenderer.

c) Even in case where no alternate purchaser 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

13. The security deposit shall, subject to the conditions specifies 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 University and the contractor, the University shall be entitled to deduct out of the deposit 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 to any time from the University 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.

14. a) All payments to the contractor will be made by The Registrar, APJ Abdul Kalam Technological University in due course, by online transfer to the account of the supplier.

b) All incidental expenses incurred by the APJ Abdul Kalam Technological University for making payments in which the claim arises shall be borne by the contractor.

15. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery.

16. Ordinarily payments will be made only after the supplies are actually verified and taken to stock.

17. The contractor shall not assign or make over the contract or the benefit 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 Registrar, APJ Abdul Kalam Technological University who shall have absolute power to refuse such consent or to rescind such content (if given) at any time if he is not satisfied with the manner in which contractor or the sub-contractor upon such rescission. Provided always that is such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

18. a) In case the contractor becomes insolvent or goes liquidation, or makes or proposes to make any assignment for the benefit of his creditors for the settlement of his debts, or carries on his business or the contract under inspection on behalf of his creditors or in any case 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 clauses of his 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 Registrar APJ Abdul Kalam Technological University to the contractor, be determined and the APJ Abdul Kalam Technological University may complete the contract in such time and manner and by such persons as the APJ Abdul kalam Technological University shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the APJ



Abdul Kalam Technological University against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to the APJ Abdul Kalam Technological University by any breach of contract by the contractor shall be paid by the contractor to the APJ Abdul Kalam Technological University and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

19. 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 APJ Abdul Kalam Technological University (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 Kerala Technological University by and order in writing under the hand of The Registrar, APJ Abdul Kalam Technological University put an end to his contract and in the case the University shall have incurred, sustained or been put to any costs, damages and expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to the APJ Abdul Kalam Technological University under and by virtue of this contract, it shall be lawful for the APJ Abdul Kalam Technological University from and out of any moneys for the time being payable or owing to the contractor from the APJ Abdul Kalam Technological 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 moneys as 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 instituted in the Court within whose jurisdiction the The Registrar, APJ Abdul kalam Technological University voluntarily resides.

20. Any sum of money due and payable to the contractor(including security deposit returnable to him) under the contract may be appropriated by The Registrar, Kerala Technological University or the APJ Abdul Kalam Technological University or any other person authorized by the APJ Abdul Kalam Technological University and set off against any claim of The Registrar, APJ Abdul Kalam Technological University or the APJ Abdul Kalam Technological University for the payment of a sum money arising out of or under any other contract made by the contractor with the Registrar, APJ Abdul Kalam Technological University or the APJ Abdul Kalam Technological University or any other person authorized by the APJ Abdul Kalam Technological University. Any sum of money due and payable to the successful tenderer or contractor from the APJ Abdul Kalam Technological University shall be adjusted against any sum of money due to the APJ Abdul Kalam Technological University from him under any other contracts.

21. Every notice thereby required or authorized to be given may be either give to the contractor personally or left at his residence or last known place or abode o 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 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.

22. The tenderer shall undertake to supply materials according to the standard sample and/or specification.

23. a) No representation for enhancement of rates once accepted will be considered.

b) 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 University.



24. Any attempt on the part of the tenderers or their agents to influence the APJ Abdul Kalam Technological University in their favour by personal canvassing with the officer concerned will disqualify the tenderers.

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 price quoted should 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.

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

“Certified that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act or the State Sales Tax Act or the Rule made there under and the 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
of..... under Registration
Nofor the purpose of Sale Tax”.

28. Final payments will be made only on production by tenderers the tax clearance certificates relating to Agricultural Income Tax, Sales Tax and Income Tax.

29. 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 purchaser.

30. The tenderer should send along with this tender an agreement executed and signed in Kerala stamp paper worth Rs. 200/-. A specimen form of agreement is given as annexure to this tender. Tenders without the agreement in stamp paper will be rejected outright.

Submission of Tender

Last Date of submission of Tender : 05/10/2021, 3:00 P.M.

Documents to be submitted in a sealed cover containing the following :

- 1. Form of Tender (Form No.1) in the letter head of the Firm.**
- 2. Financial Bid (Form No.2) in the letter head of the Firm.**
- 3. Agreement (Form No.3) in stamp paper worth Rs. 200/-**
- 4. EMD of Rs. 5000/- by way of DD**
- 5. Cost of Tender form (in case of downloaded tender) Rs. 200/-**



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 APJ Abdul Kalam Technological 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:.....

- To be scored off in case where no earnest money deposit is furnished



Form No.2

Financial Bid

Tender for the purchase of Multi Functional Printer(Colour)

Tender No : 001/3631/2021

Name of the Firm :

Address :

Sl. No .	Item	Qty (Nos.)	Make and Model No.	Unit Price inclusive of taxes (₹)	Total Price (for 20Nos) inclusive of taxes (₹)
1	Multi Functional Printer(Colour)	20			

Date:

Place:

Signature



AGREEMENT

Article of agreement executed on this the day of
..... between the Registrar of the APJ Abdul Kalam Technological University (hereinafter referred to as " The University) on the one part and Shri
.....(H.E, name and address of the tenderer) (hereinafter referred to as "the Bounden") on the other part.

WHEREAS in response to the notification No.....dated..... 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 the 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 contract for is awarded to the bounden, the bounder 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 found to be inadequate the deficit amount may be recovered from the bounden and his properties moveable and immovable in the manner hereinafter contained.



3. All sums found due to the University under 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 the University may deem fit.

In witness whereof Shri

.....
..... (H.E. name and designation) for and on behalf of the Registrar of the APJ Abdul Kalam Technological 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.

