TERMS AND CONDITIONS FOR THE RATE CONTRACT FOR THE SUPPLY OF LABORATORY ARTICLES AND EQUIPMENTS FOR THE YEAR 2012 - 2013

The persons and firms intending to offer rates on rate contract basis for the supply of Laboratory articles and equipments to the Educational Institutions under the control of the Directorate of School Education, Puducherry should observe the terms & conditions given below:

i. Sealed tenders offering the rates for the items in the Annexure** to tender schedule enclosed are to be submitted to the Director of School Education, Puducherry with the validity for the rates on rate contract basis upto 31.3.2013. Tenders in sealed covers alone will be considered and other will be rejected.

ii. Tender with a validity of rate contract for lesser period than to the period mentioned in sub-clause (i) above will summarily be rejected.

iii. Tender having no mention of period of validity will be deemed to be valid for the period mentioned in sub-clause (i) above.

iv. This Directorate shall communicate acceptance of rates soon after the receipt of approval from Government.

v. The tenderer shall accept the approved rates communicated by the Directorate of School Education, and enter into contract in prescribed form forthwith. The execution of contract agreement by the tenderer and return of the same to this Department shall be within 10 days from the date of receipt of it.

vi. The tenderer withdrawing the tender once submitted will forfeit the entire E.M.D. paid.

vii. The tenderer declining to enter into agreement after receipt of communication of approved rates will forfeit the entire E.M.D. paid. Also in the case of non-return of agreement of contract duly executed within 20 days of its receipt, the entire E.M.D. paid will be forfeited and the rates communicated will stand cancelled automatically.

viii. In the event of the tenderer being an Industrial Co-operative Society/Small Scale Industry registered with the Government of Puducherry/National Small Industries Corporation/D.G.S&D and in the case of withdrawal of tender submitted by them or declining to enter into agreement after the receipt of communication of rates or non-return of agreement duly executed within 10 days from the date of receipt, the rates communicated will be cancelled automatically and this Directorate will initiate action against them for withdrawing all the concessions extended to them by the Government.

2. The tenderer will be at liberty to quote for one or more or all the items found in the annexure to tender schedule. The rate of each item will be considered separately and individually.

**Earnest Money Deposit:**

3. The tenderer must pay an E.M.D. of Rs.25,000/- for participation in the tender competition.

**Items are subject to change.**
i. The E.M.D. should be sent only by means of a crossed Demand Draft payable at the State Bank of India, Puducherry drawn in favour of "Senior Accounts Officer, Directorate of School Education, Puducherry.

ii. No cheques will be accepted for E.M.D. payable. Similarly no fixed deposit or short deposit etc., will be accepted for E.M.D. payable. Also no request for adjustment of previous years outstanding money of E.M.D./S.D. or any other dues payable by this Department to the firm will be accepted for E.M.D. Payable with the Government of Puducherry.

iii. No interest will be allowed on the E.M.D.

iv. The firm registered as Industrial Co-operative Society/Small Scale Industry/N.S.I.C./D.G.S&D for the supply of particular Lab articles proposed to be purchased may be at the discretion of the Director of School Education, be exempted from the payment of E.M.D. upto the monetary limit to which they are registered. However, E.M.D. at the rate of 2% (two and half percent) should be paid for the balance amount not covered by the monetary limit (ie., for the difference in amount between the total approximate purchase value and the prescribed monetary limit) without fail. Otherwise the tender without the requisite E.M.D. will summarily be rejected. Such exemptions will not be granted to the Small Scale units during the period of provisional registration.

v. The tenders submitted without requisite E.M.D. will straightway be rejected and no request for exemption will be entertained except from the firms registered as Industrial Co-operative society/Small Scale Industry with the Government of Puducherry/N.S.I.C/D.G.S & D as applicable.

vi. After communication of approved rates, the unsuccessful tenderers will get back the entire E.M.D. paid. In the case of successful tenderers, the E.M.D. will be adjusted for security deposit at the rate of 5% of the total quoted and approved value of items. The shortage will be made good by the tenderer within seven days from the date of receipt of demand letter.

4. Samples of Lab articles when desired by the Department shall be produced for inspection before placing supply orders.

PURCHASES:

5. i. The requirements found in the schedule are only approximate and subject to change. The tenderer should undertake to supply those requirements or in excess or lesser to those requirements during the currency of the contract for the various Educational Institutions/Units of this Department in Puducherry, Karaikal, Mahe and Yanam regions as and when indented.

ii. The Director of School Education does not bind himself to purchase the articles/items to the extent found in the schedule if they are not required.

PRICES:

6. i. The prices quoted shall be for metric unit. The unit for which rate is quoted should be clearly mentioned both in figures and words. Any correction in rates shall be attested by the person signing the tender. In case the figure varies with words, whatever is found advantageous to the Directorate will be taken into account.
ii. The prices should be inclusive of all charges towards packing, freight, excise duty, transit, insurance etc., but exclusive of sales tax only. The prices with freight, excise duty etc., as extra will not be considered for the competition.

iii. The price to be quoted should be in Indian Rupees and "Firm" in all respect and for delivery F.O.R. destination, Puducherry, Karaikal, Mahe and Yanam regions (Door Delivery).

**INDENTING/INSPECTING OFFICERS:**

7. The indenting officers as well as the inspecting officers for the supplies received at the destinations Puducherry, Karaikal, Mahe and Yanam regions are those mentioned in Annexure. In case where necessary the Director of School Education may nominate any other Officer not found in the Annexure as Indenting/Inspecting Officers.

**SECURITY DEPOSIT:**

8. i. The successful tenderers would be required to furnish within 10 days from the date of receipt of communication of approved rates a Security Deposit at 5% on the total value of the approximate quantity of the items approved for proper fulfilment of contract. Whenever additional security deposit is required during the currency of the contract, the supplier should furnish the same immediately on receipt of demand letter.

ii. The firms registered as Industrial Co-operative society/Small Scale Industry with the Government of Puducherry at the discretion of the Director of School Education, be exempted from the payment of Security Deposit. Firms registered as Small Scale Industry with National Small Industries Corporation/D.G.S & D are eligible for exemption from the payment of security deposit upto the monetary limit to which they are registered. Such exemptions will be allowed only to the firms registered as a small scale industries for the supply of particular Lab articles/items proposed to be purchased. No such exemption is granted to such firms during the period of "Provisional Registration".

iii. The security deposit will bear no interest.

iv. The security deposit will be returned only after the contract is completed to the entire satisfaction of the Director of School Education or his representatives/Officers authorised by him.

v. For any negligence on the part of the tenderer or to honour the spirit of contract and for failure to execute supply order, the security deposit paid will be forfeited either in whole or in part as deemed necessary by the Director of School Education. In case of firms registered as Small Scale Industries with the Government of Puducherry and with N.S.I.C./ D.G.S & D, this Department will initiate action against them for withdrawing all the concessions extended to them by the Government.

**SUPPLIES AND OTHER ITEMS:**

9. i. The contractor shall supply Lab articles on any indents, irrespective Of quantity, placed on him during the currency of the contract period by the Inspecting Officers/Heads of Institutions/Principals/Officers.
ii. All Lab articles to be supplied shall be of the best quality and workmanship and shall be strictly in accordance with the specifications approved and communicated to the contractor shall guarantee that this supplies will continue to conform the description & quality as approved and communicated.

iii. All Lab articles should be supplied strictly in accordance with the approved specifications. Lab articles items which are not conforming to the specifications will be rejected.

iv. The Lab articles having other than approved specifications etc., shall not be supplied even at the request of the Indenting Officers.

v. The maximum delivery period allowable for supply is 30 days only from the date of receipt of supply order. Request for extension of time for delivery will not be entertained under any circumstances. However, in special cases on mutual arrangements between the Indenter and supplier the delivery period can be settled. The discretion in extending delivery time vests with the Director of School Education or his authorized officers.

vi. Wherever it is considered that the supply has to be continued beyond the date of expiry of tenure of the contract, the contract may be renewed for a further period required, if the Director of School Education, Puducherry desires and also the contractor agrees to such renewal.

vii. The contractor shall ensure that all the Lab articles to be supplied to the purchaser shall be of the best quality and workmanship and shall be strictly in accordance with the specifications to the approved and the contractor shall guarantee that the said Lab articles would be continued to conform to the description and quality aforesaid for a period of one year from the date of delivery of the said Lab articles to the purchaser and that notwithstanding the fact that the purchaser may have inspected and approved the said Lab articles during the aforesaid period of one year the said Lab articles be discovered not to conform to the descriptions and quality aforesaid or have deteriorated and the decision of the purchaser in that behalf will be final and conclusive. The Purchaser will be entitled to reject the said Lab articles or such portion thereof as may be discovered not to conform to the descriptions and quality. On such rejections of the Lab articles will be at the sellers risk all the provisions relating to rejection of goods etc., shall apply. The contractor shall, if called upon to do so to replace the goods, etc., or such portion thereof as is rejected by the purchaser free of cost within 10 days and otherwise the contractor shall pay the purchaser such damages as may arise by the reason of the breach of the conditions arising out of the contract.

viii. If the contractor fails to remove the rejected Lab articles within 10 days at his own expenses the same will be disposed off by public auction or on private sale at the risk of the contractor. The sale proceeds shall after deducting therefrom the cost of the same, be paid to contractor provided that if the cost of the sale are in excess of the amount realised by the sale the contractor shall be bound to pay the excess to the calling upon the contractor to pay it otherwise it will be recovered from the contractor.

ix. In the case of replacement of the Lab articles by fresh supply after ejection they are also subject to inspection, removal and disposal as aforesaid.

cont. -5/
x. The contractor shall submit bills in duplicate along with an advance stamped receipt immediately after execution of the supply order in full or in part direct to the Indenting Officers/School authorities for arranging payment.

xi. The contractor shall not be in any way interested or concerned directly or indirectly with any of the Officers or other employees of the Directorate, in any trade business or other transactions whatsoever nor shall the contractor give or pay or promise to give or pay to any such officer or employee directly or indirectly any money or fee or other consideration whatsoever under the designation of "Customs" or otherwise nor shall the contractor assign or make over the contract directly or indirectly to any person or persons whomsoever or permittance person or persons whomsoever to interfere in the management of performance hereof whether under powers of attorney or otherwise without the consent in writing of Director of School Education, Puducherry first hand and obtained.

xii. The contractor shall at all times during the continuance of the contract obey and carryout in all things the orders and directions of Director of School Education, Puducherry and of all Officers and employees acting under his orders and by him authorised to act all or any of the matters and things herein contained and the contractor shall, save us herein before is provided abide by the decision of Director of School Education, Puducherry and of any Officer or employee acting and authorised as aforesaid in all matters relating to or in any way concerning the performance of the contractor any matter, clause or thing herein contained or may question arising there out and every such decision as last aforesaid shall be final and conclusive and altogether operative and binding upon the contractor and shall not be subject or question to dispute upon any ground whatsoever.

xiii. Upon the complete fulfilment of the contract by the contractor to the satisfaction of the Director of School Education, Puducherry the security deposit shall be returned to the contractor. Otherwise that deposit shall be forfeited in full or in part as may be warranted without prejudice to the course of action provided for in other terms and conditions.

xiv. No insurance charge shall be payable by the Government.

xv. The payment of sales tax and inter-state tax against "D" form shall be borne by the Government and all the expenses incurable for supply to F.O.R. destination Puducherry, Karaikal, Mahe and Yanam regions shall be borne by the Contractor.

xvi. In case the purchaser shall be at any time desirous of terminating the contract for supply even without assigning any reason therefor in case the contractor shall fail, neglect or refuse to observe perform, fulfil and keep all or any one or more or any part of any one or more of the covenants, stipulation and agreement on his part herein contained it shall be lawful for the Director of School Education, Puducherry if he thinks fit to do so or any such failure, neglect or refusal as aforesaid by writing under his hand to put an end to the contract so far as regards the purchase and there upon every articles, clause and things herein contained on part of the purchaser shall cease and determine and in case any money, damages, losses, expenses shall then or at any time be owing from the contractor to the purchaser it shall also be lawful for the Director of School Education, Puducherry from and out of the security deposit and also
from and out of any money may be owing by the purchaser to the contractor to reimburse to the purchaser such money, damages, losses, expenses as the contractor shall have sustained, incurred or been out to by reason of the contractor having been guilty of any such failure, neglect or refusal as aforesaid or other breach in the performance of the contract by as shall for the time being be owing by the contractor to the purchaser and the balance if any due from the contractor shall be liable to be recovered from the contractor without prejudice to any other mode of recovery. The unconditional power of revocation or cancellation of the contract shall vest with the Director of School Education, Puducherry.

xvii. No payment to contractors by way of compensation or otherwise outside the strict terms of the contract or in excess of the contract rates shall be authorised.

xviii. Any amount due and payable to the contractor (including security deposit refundable to him) under the contract be appropriated by the purchaser or Government or any other person or persons contracting through the Director of School Education, Puducherry and set off against any claim of the purchaser or Government or such other person for the payment of a sum of money arising out of or under any other contract made by the contractor with the purchaser or Government or such other person or persons.

xix. If the amount of security deposit deposited by the contractor as aforesaid and such other money as aforesaid shall be insufficient to pay and satisfy the whole of all such money, damages, losses, expenses as aforesaid then and in that case it shall be lawful for the purchaser to recover the residue thereof from the contractor upon the covenant and agreement on his part therein contained.

xx. In case of termination of the agreement for supply due to failure of the contractor to comply with all on any of the terms & conditions of the agreement, it shall be lawful for the DIRECTOR OF SCHOOL EDUCATION, PUDUCHERRY or any person authorized by him in this behalf to purchase elsewhere and from any person or persons other than the contractor such said Lab articles as shall not have been supplied and delivered by the contractor and as shall be subsequently necessary to be purchased during the currency of the contract and to collect from him the difference between the price or prices of the said Lab articles of which may be purchased and the price or prices payable under the contract for such said Lab articles.

xxi. The contractor shall supply the said Lab articles within the time specified in the supply order. The Director of School Education may either before or at any time after the expiry of the period within which the supply shall be made, make time the essence of the contract by notice to the Contractor and there upon time shall be deemed to be of the essence of the Contractor.

xxii. All dues and other monies recoverable from the contractor shall be recovered as if it was an arrear under the Revenue Recovery Act of this Union Territory.

xxiii. Any dispute under or arising out of the agreement executed to supply shall be referred to the Secretary to Government incharge of Education Department as the sole arbitrator and the provisions of Arbitration Act, 1950 or any statutory modification or enactment thereof for the time being in force shall apply to the arbitration proceedings before the said arbitrator.

xxiv. The stamp duty on the agreement shall be borne by the Government.
TERMS OF PAYMENT

10. The contractor shall submit bills in duplicate along with an advance stamped receipt immediately to the indenting officers after execution of the supply order in full or in part for arranging payment. The payment will be made by the school authorities on receipt of the said Lab articles items at sight in good condition subject to fulfilment of all other terms and conditions of contract. Under no circumstances advance payment will be made.

GENERAL

11. The tenderer should not insert any condition of his own. Tender containing any condition other than those prescribed by the Department will summarily be rejected.

12. i. The tenderer should furnish the following along with the quotations submitted:

   a. Period of stand in trade.

   b. Financial soundness in the trade (not less than five lakh investment capacity for this tender alone-the financial status of the individuals and firms participating in the tender competition will also be taken into consideration in addition to other relevant factors while finalising the tenders - if any tangent proof showing their financial soundness is not produced by the tenderers, as demanded by this department, the tenders will straightaway be rejected).

   c. Copies of certificate, if any on their past satisfactory supply to the other Government Departments/Big private or Public organisations.

   d. Copies of current registration certificates and exemption orders from payment of E.M.D./S.D. (This is applicable to Small Scale Industries registered with the Government of Puducherry and with the National Small Industries Corporation/D.G.S&D.)

   e. Any other documents available that will conform the reliability of the firms.

   ii. Besides the above, the tenderer should furnish an undertaking in the enclosed form in token of acceptance of all terms & conditions of the tender. Otherwise the tender will not be considered under any circumstances.

13. The decision of the Director of School Education in all matters relating to this tender will be final and conclusive.

DUE DATE AND TIME

14. i. Tender in sealed cover superscribed as "Tender for supply of Laboratory articles & Equipments for the year 2012-2013" and addressed to the "Director of School Education, Perunthalaivar Kamarajar Centenary Educational Complex, Anna Nagar, Puducherry-5" should reach the Office of the Director of School Education before at 12.00 noon on 18.01.2012

   ii. The tender received after the due date and time will not be considered.
OPENING OF TENDERS:

15. i. The tender will be opened at 04. PM on 18.01.2012 in the Chamber of Director of School Education, Perunthalaivar Kamarajar Centenary Educational Complex, Anna Nagar, Puducherry-5, in the presence of those tenderers or their authorized representatives present at that time.

   ii. In the event of date of opening of the tender prescribed in sub-clause 15(i) above being declared as closed holiday for office the due date of opening will be the following working day.

16. The Director of School Education reserves the right either to accept or to reject the tender without assigning any reason therefor.

DIRECTOR OF SCHOOL EDUCATION
PUDUCHERRY
UNDERTAKING

(To be submitted duly filled in and signed along with tender)

1. Tender Schedule No. : 

2. Name & Address of the Tenderer Firm. : 

3. a) Name & Address of the manufacturer
   (In case the tenderer is the manufacturer) : 

   b) If the Tenderer is not the manufacturer. Whether he is the authorised dealer/authorised stockist (if answer to (b) is Yes, copy of letter of authorisation/dealership to be enclosed) : 

4. Whether copy of the manufacturing licence issued to the manufacturer by the competent authority is enclosed along with the list of items. : 

5. If the tenderer is the direct importer, copy of the import licence with list of items imported to be enclosed. : 

6. Please enlist quality control facility available with the firm. : 

7. a) Whether E.M.D. is enclosed ? : 

   b) If so, details (No. amount & date) Demand Draft No. 
   Total value 
   Name of the Bank with address : 

8. Are you in the approved list of Suppliers to other Government Organisation ? If so, give details (copies of the letters received from those departments, in which your name has been included) : 

9. Any other documents to confirm reliability of the tender firm. : 

I/We, hereby tender to supply Lab articles as specified in the Tender Schedule at the rate quoted as per your terms and conditions stipulated in the tender documents. The rate quoted shall be valid upto 31.03.2013

I/We, submit this tender on the clear undertaking that I/We agree to the all terms and conditions stipulated in the tender document.

SIGNATURE OF THE TENDERER
ANNEXURE – I

LIST OF INDENTING/INSPECTING OFFICERS

PUDUCHERRY REGION

1. Principal/Vice Principal, C.C.GHSS, Mission St., Pondy.
2. Principal/Vice Principal, Jeevanandam GHSS, Mudaliarpet, Pondy.
3. Principal/Vice Principal, Sinnatha GGHSS, Muthialpet, Pondy.
4. Principal/Vice Principal, NKC, Govt. GHSS, Kurusukuppam, Pondy.
5. Principal/Vice Principal, Thiruvalluvar GGHSS, Laporte St., Pondy.
6. Principal/Vice Principal, V.O.C. GHSS Mission St., Pondy.
7. Principal/Vice Principal, G.Hr.S.S. Kalapet, Pondy.
8. Principal/Vice Principal, Ilango Adigal GHSS, Muthirapalayam, Pondy.
9. Principal/Vice Principal, Navalar N.GHSS Lawspet, Pondy.
10. Principal/Vice Principal, G.Hr.S.S. Indira Nagar, Pondy.
11. Principal/Vice Principal, G.Hr.S.S. Thavalakuppam, Pondy.
12. Principal/Vice Principal, Bharathi G.H.S.S. Bahour, Pondy.
13. Principal/Vice Principal, Kannagi GGHSS, Villianur, Pondy.
14. Principal/Vice Principal, Vivekananda GHSS, Villianur, Pondy.
15. Principal/Vice Principal, Kamban GHSS, Nettapakkam, Pondy.
16. Principal/Vice Principal, K.K. G.H.S.S. Madagadipet, Pondy.
17. Principal/Vice Principal, Annai Sivagami GGHSS Madalurapet, Pondy.
18. Principal/Vice Principal, Sucilabai GGHSS, Pondy.
19. Principal/Vice Principal, G.Hr.S.S Oulgaret, Pondy.
20. Principal/Vice Principal, G.Tech Hr.S.S., Lawspet, Pondy.
22. Principal/Vice Principal, G.Hr.S.S. Thondamanatham, Pondy.
23. Principal/Vice Principal, T.P.G.Hr.S.S Ariankuppam, Pondy.
24. Principal/Vice Principal, Maraimalai Adigal GHSS Embalam, Pondy.
25. Principal/Vice Principal, Manimegalai GGHSS Nellithope, Pondy.
26. Principal/Vice Principal, Arignar Anna GHSS Kunichempet, Pondy.
27. Principal/Vice Principal, Vallalar G.H.S.S., Lawspet, Pondy.
28. Principal/Vice Principal, G.H.S.S., Koodapakkam, Pondy.
29. Principal/Vice Principal, G.H.S.S., Sulthanpet, Pondy.
30. Principal/Vice Principal, Subramania Bharathiyyar G.H.S.S., Pondy.
31. Principal/Vice Principal, G.H.S.S., Korkadu, Pondy.
32. Principal/Vice Principal, G.H.S.S., Sedarapet, Pondy.
33. Principal/Vice Principal, Kaarthuri Gandhi G.H.S.S., Bahour, Puducherry.
34. Principal/Vice Principal, G.H.S.S. Sathurpet, Puducherry.
35. Principal/Vice Principal, Thiagi KRS Padayatchi, GHSS, Koravallimedu, Pdy.
36. Principal/Vice Principal, Pavendar Barathidasan GHSS, P.S. Palayam, Pdy.
37. Principal/Vice Principal, Ambedkar G.H.S.S., Kirumampakkam, Puducherry.
38. Principal/Vice Principal, G.H.S.S. Thiruvandarkoil, Puducherry.
39. Principal/Vice Principal, G.H.S.S. Ariyur, Puducherry.
40. Principal/Vice Principal, G.H.S.S. Karayambuthur, Puducherry.
41. Principal/Vice Principal, G.H.S.S. Karikalampakkam.
<table>
<thead>
<tr>
<th>Principal/Vice Principal</th>
<th>School/Location</th>
</tr>
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<tbody>
<tr>
<td>G.H.S.S. Nonankuppam</td>
<td>Puducherry</td>
</tr>
<tr>
<td>Chief Educational Officer</td>
<td>Puducherry</td>
</tr>
<tr>
<td>Dy. Director of School Education (Women)</td>
<td>Puducherry</td>
</tr>
</tbody>
</table>

**KARAIKAL REGION**

1. Principal/Vice Principal, T.Periyar GHSS, Kovilpathu, Karaikal
2. Principal/Vice Principal, G.H.S.S T.R.Pattinam, Karaikal
3. Principal/Vice Principal, Annai Theresa GGHSS, Karaikal
4. Principal/Vice Principal, G.H.S.S., Thennur, Karaikal
5. Principal/Vice Principal, G.G H.S.S., Thirunallar Karaikal
6. Principal/Vice Principal, V.O.C.GHSS, Kottucherry Karaikal
7. Principal/Vice Principal, J.N.GHSS, Nedungadu Karaikal
8. Principal/Vice Principal, G.H.S.S., Neravy Karaikal
9. Principal/Vice Principal, G.H.S.S., Ambagarathur Karaikal.
11. Chief Educational Officer, Karaikal.

**MAHE REGION**

1. Principal/Vice Principal, J.N.G.Hr.Sec.School, Mahe.
2. Principal/Vice Principal, I.K. Govt.Hr.Sec.School, Pandakkal, Mahe
3. Principal/Vice Principal, C.E. Bharathan G.G.H.S.S., Mahe
4. Principal/Vice Principal, V.N. Purushothaman G.H.S.S. Palloor, Mahe
5. Chief Educational Officer, Mahe.

**YANAM REGION**

1. Principal/Vice Principal, S.T.P.P.Junior College Yanam
2. Delegate to D.E. Yanam.