### Tender No.Roots/433/2022-RRID2 Dated:19/12/2022

5th Floor, Norka Centre, Thycaud P.O Thiruvananthapuram

### Phone: 0471-2770500/

Email: rcrtment.norka@kerala.gov.in , URL: [www.norkaroots.org](http://www.norkaroots.org/)

## TENDER DOCUMENT

**Sub:-NORKA-ROOTS-DISPLAY CONTENT MANAGEMNT SOLUTION-Reg.**

### Sealed tenders are invited from reputed manufacturers/authorised dealers for the setting up of a Cloud based Signage / Display Content Management Solution, as per specifications noted in the below table, to NORKA-ROOTS. The tender document form duly completed in all respect in accordance with the instructions mentioned hereunder should reach this Office on or before 04.01.2023 at 3.00 PM. The

tenders shall be opened on the same day at 3.30 PM in the presence of the bidders or their authorized representatives who may like to be present at their own expenses. In case date of opening of tender happens to be a closed holiday, the tender will be opened on next working day at the stipulated timing.

## Important Instruction:-

The Tenderers are advised to go through the tender documents, terms and conditions thoroughly and must sign all the pages as a token of their acceptance. The Tenders duly completed in all respect must be submitted along with all relevant terms and conditions, failing which the tenders are liable to be rejected. Parties or companies with a minimum experience in similar work in Government/reputed bodies for a period of 3 years will be preferred.

## Scope of Work:

**To implement a Cloud based Digital Signage / Display Content Management solution, connecting NORKA ROOTS Thiruvananthapuram; Ernakulam and Kozhikkode offices.**

## Details given below:

### Last Date and Time for receipt of Tenders : **04/01/2023** at 03.00 pm.

* Date of opening of the Tender : **04/01/2023** at 3.30pm

### Tender No.Roots/433/2022/RRI D2 Dated.19/12/2022

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| **Sl No****.** | **Item** | **No.** | **Location** |
| 1 | **Professional Display TV 55" + Content Media Player****Display**: Screen Size (Diagonal) : >=140 cm , Technology: LED Backlit, Screen Type: Non Touch, Panel Technology: In PlaneSwitching (IPS), Orientation: Landscape, Native Resolution (Pixels) : | **3** | **TVPM/ EKM/ KKD** |
|  | 3840 x 2160 (UHD), Aspect Ratio : 16:09, Brightness (Nits): >= 350, |  |  |
|  | Native Contrast Ratio (Minimum) : 5000:01:00, Response Time (milli |  |  |
|  | seconds): 6, Bezel width (mm) 12, Number of Speakers: 2 (Inbuilt), |  |  |
|  | Wattage of Speaker (with maximum 10% THD) (Watt): 10, Audio |  |  |
|  | output : Available, HDMI Ports : 3, USB Ports : 2, In built Signage |  |  |
|  | Software: Available, Duty Cycle : 16 X 7, Wall Mount : Yes, BIS |  |  |
|  | Registration : Yes, ROHS Compliance : Yes, Power Supply : 230 V AC; |  |  |
|  | 50 Hz, Accessories: AC Power cord, remote control, user manual, wall |  |  |
|  | mount bracket, cables and connectors, On Site Warranty (minimum) : 3 |  |  |
|  | years |  |  |
|  | **Media Player** (RAM 4GB + 32GB Android 9 TV Box 4K Smart HD |  |  |
|  | Media Player or latest) : WiFi, Bluetooth, USB 3.0, Videos In 3D 4K |  |  |
|  | Resolution and HD VP10 Decoding, 4K (4096x2160) ultra HD, H.265 |  |  |
|  | decoding, Android 9, RK3328 Quad-Core 64bit Cortex-A53 with Penta- |  |  |
|  | Core Mali-450 Up to 750Mhz+, Wifi, Ethernet, HDMI, Two USB ports, |  |  |
|  | Infrared Remote, - 1080P/AV/3G:support, Dolby:support, Package: TV |  |  |
|  | Box, Remote, Power Adopter, HDMI Cable. |  |  |
| 2 | **Professional Display TV 75" + Content Media Player****Display**: Screen Size (Diagonal) : >=190 cm , Technology: LED Backlit, Screen Type: Non Touch, Panel Technology: In PlaneSwitching (IPS), Orientation: Landscape, Native Resolution (Pixels) : | **3** | **TVPM/ EKM/ KKD** |
|  | 3840 x 2160 (UHD), Aspect Ratio : 16:09, Brightness (Nits): >= 350, |  |  |
|  | Native Contrast Ratio (Minimum) : 5000:01:00, Response Time (milli |  |  |
|  | seconds): 6, Bezel width (mm) 12, Number of Speakers: 2 (Inbuilt), |  |  |
|  | Wattage of Speaker (with maximum 10% THD) (Watt): 10, Audio |  |  |
|  | output : Available, HDMI Ports : 3, USB Ports : 2, In built Signage |  |  |
|  | Software: Available, Duty Cycle : 16 X 7, Wall Mount : Yes, BIS |  |  |
|  | Registration : Yes, ROHS Compliance : Yes, Power Supply : 230 V AC; |  |  |
|  | 50 Hz, Accessories: AC Power cord, remote control, user manual, wall |  |  |
|  | mount bracket, cables and connectors, On Site Warranty (minimum) : 3 |  |  |
|  | years |  |  |
|  | **Media Player** (RAM 4GB + 32GB Android 9 TV Box 4K Smart HD Media Player or latest) : WiFi, Bluetooth, USB 3.0, Videos In 3D 4K Resolution and HD VP10 Decoding, 4K (4096x2160) ultra HD, H.265 |  |  |

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|  | decoding, Android 9, RK3328 Quad-Core 64bit Cortex-A53 with Penta- Core Mali-450 Up to 750Mhz+, Wifi, Ethernet, HDMI, Two USB ports, Infrared Remote, - 1080P/AV/3G:support, Dolby:support, Package: TV Box, Remote, Power Adapter, HDMI Cable. |  |  |
| 3 | **CMS Cloud Software License**: Perpetual / 3 Year + renewable. Software features: Schedule options for all displays. dashboard to ‘Upload’ files (images, videos, etc.) either from the local storage or from online cloud storage. Support: Split Screens with images, videos, text, social media feeds, RSS feeds. Content Scheduling : date, location, time wise and display specific schedule options. | **1** | **for all displays** |

Tender No.Roots/433/2022-RRID2 Dated:19/12/2022

**GUIDELINES TO THE CONTRACTOR**

1. Tenderers may quote for all items listed above. The total cost for each item should be mentioned separately.
2. Price should be inclusive of all transportation, loading/unloading costs and taxes.
3. Tenderers may enclose all the literature of technical specs, customer list etc with the tender document.
4. The tenderers are advised to go through the complete tender documents, terms and conditions, schedule of quantity thoroughly and must sign in all the pages of documents for the token of going through them, failing which the tenders are liable to be rejected.
5. The tenderers are required to quote both in figures and in words without any cutting/over writing etc., in case of any discrepancy the lowest rate quoted shall be considered.
6. The successful firm shall be responsible for timely supply and installation of items as per requirements informed vide POs issued from NORKA Roots.
7. In case, if the agency wish to offer some rebate, it must be unconditional rebate.
8. The tenders will be valid for one year from the date of opening of tender.
9. The sealed Envelope containing the filled tender must be superscribed with “Implementation of Display Content Management Solution ”.
10. The Firm should be in the business of implementing Display Content Management Solution at least for the last 3 years, please furnish documents i.e. copy of orders in support of the same. The supporting orders should be of the Govt. organizations only. Details of Past orders obtained shall be produced.
11. Mere quoting the lowest rate does not entitle the agency for the award, the decision on rate reasonability fixed by Norka-Roots will be final and binding.
12. Chief Executive Officer, Norka-Roots reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
13. It is the responsibility of the agency to submit the tender within specified date and time and Norka-Roots is not bound to entertain the tender received late due to any reason.
14. Non-compliance of all or any of the condition in the Tender document will result in the rejection of tenders summarily.
15. All pages of tender form should be duly signed.
16. The tenderer reserves the right to quote the items in part/individually the items specified in the Bid.

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| Tender No.ROOTS/433/2022-RRID2 Dated: 19 /12/2022 NORKA-ROOTS*(A Government of Kerala Undertaking)* 3rd Floor, Norka Centre, Thycaud Thiruvananthapuram – 695 014TENDERContaining General Conditions of Contract and Schedule for the supply of........................................................................................Name of Tenderer :Address Signature of Tenderer Last date and time for the receipt of tender Date of opening of Tenders : |

Tender No. ROOTS /433/2022/RRID2 Dated: 19/12/2022

**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 NORKA-ROOTS at the rates quoted.

The items 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

`.....................................as earnest money.

Yours faithfully,

Signature

Date: Address

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*To be scored* off *in cases where no Earnest Money Deposit is furnished.*

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| **GENERAL CONDITIONS**Sealed tenders are invited for the implementation and supply of the items as specified in the schedule attached.1. The tenders should be addressed in the prescribed form to the officer mentioned below in a sealed cover with the tender number and name of the tender duly superscribed on the cover. The Tender Form can be obtained on payment and can also be downloaded from NORKA Roots website. The cost of tender form can be remitted through separate Demand Draft.
2. Duplicate copies of tender forms will also be issued at the rate specified below. 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 only in Indian currency.
3. Intending tenderers should send their tenders so as to reach the officer mentioned below, on due date and time (noted below). 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 below. 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 should send along with his tender, an Earnest Money Deposit of Rs. 1,500/-. The amount may be paid by Demand Draft (crossed) on the local branch of State Bank of India drawn in favour of the Chief Executive Officer, NORKA-ROOTS, Thiruvananthapuram. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders are settled; but that of the successful tenderers 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.
5. If any tenderer withdraws from his tender before the expiry of the period fixed the rates firm for acceptance, the earnest money, if any, deposited by him will be forfeited to NORKA-ROOTS or such action taken against him as the company think fit.

6, Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.1. (a) The tenderers shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of certification mark along with their tenders 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. Chief Executive Officer, NORKA- ROOTS 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.1. The final acceptance of the tenders rests entirely with the Chief Executive Officer, NORKA-ROOTS who does not bind himself to accept the lowest or any tender. The CEO reserves the right to reject any tender without assigning any reason, thereof.
2. The successful tenderer should be prepared to guarantee satisfactory performance of the whole items for a definite period not less than 1 year under a definite penalty.
3. The successful tenderer shall execute an agreement for the due fulfillment of the contract within a period specified in the letter of acceptance. The tenderer 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 entail the penalties set out in para 11 below.
4. (a) The successful tenderer shall, before signing the agreement, and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to 5 percent of the value of the contract as Security for the satisfactory fulfillment of the contract. The amount of security may be deposited in the manner prescribed in clause 4 supra. Deposit Receipts for State Bank of Travancore / State Bank of India endorsed in favour of the Chief Executive Officer, NORKA-ROOTS. 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 NORKA-ROOTS and the contract arranged elsewhere at the defaulter's risk and any loss incurred by NORKA-ROOTS on any 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.
5. The security deposit shall, subject to the conditions specified herein, be returned to the tenderer within three months after the expiry of the contract but in the event of any dispute arising NORKA-ROOTS 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 NORKA-ROOTS to the tenderer. 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.
6. All payments to the tenderers will be made by the NORKA-ROOTS in due course by crossed cheque payable at Thiruvanathapuram.
7. 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 of stores.
8. Payments will be made only after verifying the items supplied. Bank charges incurred in connection with payment against documents through bank will be to the account of the tenderer.
9. The tenderer shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The tenderer 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 Chief Executive Officer, NORKA-ROOTS who shall have absolute power to refuse such consent or to rescind such consent (if given) at anytime 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 tenderer or the sub tenderer upon such revision. Provided always that if such consent be given at any time, the tenderer shall not be relieved from any obligation, duty or responsibility under this contract.
10. In case the tenderer becomes insolvent or goes into liquidation, or made 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 or 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 tenderer shall commit any act of insolvency or in case in which under any clause or clauses of his contract the tenderer shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall thereupon, after notice given by the Chief Executive Officer to the tenderer be determined and Company may complete the contract in such time and manner and by such persons as the Company shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the NORKA-ROOTS against the tenderer or his sureties in respect of any breach of contract therefore committed by the tenderer. All expenses and damages caused to NORKA-ROOTS by any breach of contract by the tenderer shall be paid by the tenderer to NORKA- ROOTS and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

18 (a) In case the tenderer fails to supply items within the time provided for delivery of the same, or in case the tenderer 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 NORKA-ROOTS (if it shall think fit to do so) to arrange for the Purchase/Printing of the said articles/to authorise other contractors and things from elsewhere or on behalf of the NORKA-ROOTS by an order in writing under the hand of the Chief Executive Officer put an end to this contract and in case the NORKA-ROOTS 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 and other moneys as shall for the time being be payable by the tenderer 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 in Thiruvanathapuram district.1. Any sum of money due and payable to the tenderer (including security deposit returnable to him) under this contract may be appropriated by the NORKA-ROOTS or any other Person authorized by NORKA-ROOTS and set off against any claim of the NORKA-ROOTS for the payment of a sum of money arising out of or under any other contract made by the Tenderer with the NORKA-ROOTS or any other person authorized by the NORKA- ROOTS. Any sum of money due and payable to the successful tenderer or contractor from NORKA-ROOTS shall be adjusted against any sum of money due to NORKA-ROOTS from him under any other contracts.
2. Every notice hereby required or authorized to be given may be either given to the tenderer personally or left at his residence or last known place of abode or business, or may be handed over to his agent Personally or may be addressed to the tenderer 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 Tenderer 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.
3. Any attempt on the part of the tenderer, or their agents to influence the contract in their favour by personal canvassing with the officers concerned will disqualify the tenderers.
4. 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.
5. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tender.
6. The prices quoted should be inclusive of all taxes, duties, cesses, etc., which are or may become payable by the tenderer under existing or future laws or rules of the country of origin supply or delivery during the course of execution of the contract.
7. Final payments will be made only on production by tenderers the tax clearance certificate relating to Agricultural Income Tax, Sales Tax and Income Tax.
8. 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.
9. (This applies only to the case of supply contracts where works such as erection and construction have also to be done. This may be scored out when not applicable). In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract the same shall be referred to the Board of Directors of the Norka-Roots and the decision shall be final.
10. The security deposit shall, subject to the conditions specified herein, be returned to the tenderer within three months after the expiry of the contract but in the event of any dispute arising NORKA-ROOTS 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 NORKA-ROOTS to the tenderer. 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.
11. All payments to the tenderers will be made by the NORKA-ROOTS in due course by crossed cheque payable at Thiruvanathapuram.
12. 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 of stores.
13. Payments will be made only after verifying the items supplied. Bank charges incurred in connection with payment against documents through bank will be to the account of the tenderer.
14. The tenderer shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The tenderer 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 Chief Executive Officer, NORKA-ROOTS who shall have absolute power to refuse such consent or to rescind such consent (if given) at anytime 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 tenderer or the sub tenderer upon such revision. Provided always that if such consent be given at any time, the tenderer shall not be relieved from any obligation, duty or responsibility under this contract.
15. In case the tenderer becomes insolvent or goes into liquidation, or made 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 or 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 tenderer shall commit any act of insolvency or in case in which under any clause or clauses of his contract the tenderer shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall thereupon, after notice given by the Chief Executive Officer to the tenderer be determined and Company may complete the contract in such time and manner and by such persons as the Company shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the NORKA-ROOTS against the tenderer or his sureties in respect of any breach of contract therefore committed by the tenderer. All expenses and damages caused to NORKA-ROOTS by any breach of contract by the tenderer shall be paid by the tenderer to NORKA- ROOTS and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

18 (a) In case the tenderer fails to supply items within the time provided for delivery of the same, or in case the tenderer 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 NORKA-ROOTS (if it shall think fit to do so) to arrange for the Purchase/Printing of the said articles/to authorise other contractors and things from elsewhere or on behalf of the NORKA-ROOTS by an order in writing under the hand of the Chief Executive Officer put an end to this contract and in case the NORKA-ROOTS 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 and other moneys as shall for the time being be payable by the tenderer 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 in Thiruvanathapuram district.1. Any sum of money due and payable to the tenderer (including security deposit returnable to him) under this contract may be appropriated by the NORKA-ROOTS or any other Person authorized by NORKA-ROOTS and set off against any claim of the NORKA-ROOTS for the payment of a sum of money arising out of or under any other contract made by the Tenderer with the NORKA-ROOTS or any other person authorized by the NORKA- ROOTS. Any sum of money due and payable to the successful tenderer or contractor from NORKA-ROOTS shall be adjusted against any sum of money due to NORKA-ROOTS from him under any other contracts.
2. Every notice hereby required or authorized to be given may be either given to the tenderer personally or left at his residence or last known place of abode or business, or may be handed over to his agent Personally or may be addressed to the tenderer 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 Tenderer 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.
3. Any attempt on the part of the tenderer, or their agents to influence the contract in their favour by personal canvassing with the officers concerned will disqualify the tenderers.
4. 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.
5. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tender.
6. The prices quoted should be inclusive of all taxes, duties, cesses, etc., which are or may become payable by the tenderer under existing or future laws or rules of the country of origin supply or delivery during the course of execution of the contract.
7. Final payments will be made only on production by tenderers the tax clearance certificate relating to Agricultural Income Tax, Sales Tax and Income Tax.
8. 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.
9. (This applies only to the case of supply contracts where works such as erection and construction have also to be done. This may be scored out when not applicable). In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract the same shall be referred to the Board of Directors of the Norka-Roots and the decision shall be final.
 |
| 1. The security deposit shall, subject to the conditions specified herein, be returned to the tenderer within three months after the expiry of the contract but in the event of any dispute arising NORKA-ROOTS 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 NORKA-ROOTS to the tenderer. 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.
2. All payments to the tenderers will be made by the NORKA-ROOTS in due course by crossed cheque payable at Thiruvanathapuram.
3. 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 of stores.
4. Payments will be made only after verifying the items supplied. Bank charges incurred in connection with payment against documents through bank will be to the account of the tenderer.
5. The tenderer shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The tenderer 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 Chief Executive Officer, NORKA-ROOTS who shall have absolute power to refuse such consent or to rescind such consent (if given) at anytime 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 tenderer or the sub tenderer upon such revision. Provided always that if such consent be given at any time, the tenderer shall not be relieved from any obligation, duty or responsibility under this contract.
6. In case the tenderer becomes insolvent or goes into liquidation, or made 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 or 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 tenderer shall commit any act of insolvency or in case in which under any clause or clauses of his contract the tenderer shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall thereupon, after notice given by the Chief Executive Officer to the tenderer be determined and Company may complete the contract in such time and manner and by such persons as the Company shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the NORKA-ROOTS against the tenderer or his sureties in respect of any breach of contract therefore committed by the tenderer. All expenses and damages caused to NORKA-ROOTS by any breach of contract by the tenderer shall be paid by the tenderer to NORKA- ROOTS and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

18 (a) In case the tenderer fails to supply items within the time provided for delivery of the same, or in case the tenderer 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 NORKA-ROOTS (if it shall think fit to do so) to arrange for the Purchase/Printing of the said articles/to authorise other contractors and things from elsewhere or on behalf of the NORKA-ROOTS by an order in writing under the hand of the Chief Executive Officer put an end to this contract and in case the NORKA-ROOTS 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 and other moneys as shall for the time being be payable by the tenderer 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 in Thiruvanathapuram district.19. Any sum of money due and payable to the tenderer (including security deposit returnable to him) under this contract may be appropriated by the NORKA-ROOTS or any other Person authorized by NORKA-ROOTS and set off against any claim of the NORKA-ROOTS for the payment of a sum of money arising out of or under any other contract made by the Tenderer with the NORKA-ROOTS or any other person authorized by the NORKA- ROOTS. Any sum of money due and payable to the successful tenderer or contractor from NORKA-ROOTS shall be adjusted against any sum of money due to NORKA-ROOTS from him under any other contracts.1. Every notice hereby required or authorized to be given may be either given to the tenderer personally or left at his residence or last known place of abode or business, or may be handed over to his agent Personally or may be addressed to the tenderer 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 Tenderer 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.
2. Any attempt on the part of the tenderer, or their agents to influence the contract in their favour by personal canvassing with the officers concerned will disqualify the tenderers.
3. 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.
4. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tender.
5. The prices quoted should be inclusive of all taxes, duties, cesses, etc., which are or may become payable by the tenderer under existing or future laws or rules of the country of origin supply or delivery during the course of execution of the contract.
6. Final payments will be made only on production by tenderers the tax clearance certificate relating to Agricultural Income Tax, Sales Tax and Income Tax.
7. 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.
8. (This applies only to the case of supply contracts where works such as erection and construction have also to be done. This may be scored out when not applicable). In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract the same shall be referred to the Board of Directors of the Norka-Roots and the decision shall be final.
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| 1. Every notice hereby required or authorized to be given may be either given to the tenderer personally or left at his residence or last known place of abode or business, or may be handed over to his agent Personally or may be addressed to the tenderer 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 Tenderer 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.
2. Any attempt on the part of the tenderer, or their agents to influence the contract in their favour by personal canvassing with the officers concerned will disqualify the tenderers.
3. 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.
4. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tender.
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