



COLLEGE OF ENGINEERING AND MANAGEMENT
PUNNAPRA

Tender No.CEMP/A3/15/2015

Punnapra 24.05.2017

TENDER

PURCHASE OF 2 NOS. OF NEW 10 KVA ONLINE UPS (UNDER BUY BACK SCHEME) TO THE COMPUTER LAB OF COMPUTER SCIENCE AND ENGINEERING DEPARTMENT OF COLLEGE OF ENGINEERING AND MANAGEMENT PUNNAPRA

Name of Tenderer :

Address :

Signature of Tenderer :

Last date and time for the receipt of tender : 27.06.2017, 2 P.M

Date of opening : 27.06.2017, 3 PM

GENERAL CONDITIONS OF CONTRACT

1. Introduction

The terms and conditions given below shall form a part of the accompanying detailed technical specifications. The contract to be entered into shall be governed by these conditions and amendments thereto, if any.

2. Definitions

a) College: Means (“College of Engineering and Management Punnapra, Vadackal P.O. Alleppey”) which shall include the Principal of the College, duly authorized to act and sign on behalf of the college.

b) Principal: Means the Principal of the College of Engineering and Management Punnapra. All letters & other communications sent to the College in connection with the contract shall be addressed to the Principal.

c) Site: College of Engineering and Management Punnapra.

d) Tenderer/Supplier: Means the person or firm who is submitting the proposal/ tender.

3. Scope of Supply

Supply and installation of 2 nos. of new 10 KVA Online UPS (under buy back scheme) to the Computer Lab of Computer Science and Engineering department of College of Engineering and Management Punnapra.

4. Tender form

Tender should be submitted through post or courier in the prescribed form in sealed covers superscribing “Tender for 2 nos. of new 10 KVA Online UPS at CEM Punnapra” against tender notification No. CEMP/A3/15/2017 so as to reach the PRINCIPAL, COLLEGE OF ENGINEERING & MANAGEMENT PUNNAPRA on or before the last date & time as indicated in the tender notice. No tender received after the due date and time will be accepted on any reason.

The tender should be submitted in Original. All the pages in the tender shall be fully signed by an authorized signatory of the company/firm making the tender and stamped with company/firm seal. Relevant authority of the signatories should be attached with the tender. Cost of tender form is ₹ 1500/- + VAT 12.5 % may be remitted in the form of DD in favour of the Principal , College of Engineering and Management Punnapra along with the tender form.

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5. Earnest Money Deposit (EMD)

The tender should be accompanied by an EMD for the 1 % of the quoted amount in the form of D.D drawn in favour of the Principal, College of Engineering and Management Punnapra payable at SBI, Punnapra along with the tender form.

The tenders not accompanied by the requisite EMD will not be considered. The EMD of unsuccessful tenderers will be returned as soon as the formalities are completed. EMD of the successful tenderer will be adjusted against the Security Deposit. No interest will be payable on the EMD.

If the successful tenderer fails to give Security Deposit within one week after the date of the work order or within a reasonable time as agreed by the College, his EMD will be forfeited. The EMD submitted by tenderers are liable to be forfeited in case the tenderer withdraws his tender or enhances the prices during the validity period.

6. Acceptance

The authority for the acceptance of the tender rests exclusively with the Principal. The Principal does not undertake to accept the lowest or any particular tender or to assign any reason for the rejection of any tender.

7. Security Deposit

The successful tenderer shall, within a week from the date of intimation of the acceptance of his/their tender, submit a security deposit for an amount equivalent to 5 % of the value of the contract for the faithful performance of the contract and for guaranteeing the performance of the equipment in the form of D.D in favour of the Principal. This amount will be returned after the fulfillment of the contract.

8. Agreement

The successful tenderer shall, after depositing the SD, execute an agreement with the Principal for the proper fulfillment of the contract as per the proforma attached as annexure. The accepted tender with all the enclosed schedules, copy of tender notice, conditions of contract and technical specifications, letter of award shall form part of this agreement. The cost of all stamp papers for executing the agreement and legal expenses incident thereto shall be borne by the successful bidder.

9.The supplier shall not assign/sublet to any person or persons the execution of the supply any part thereof without the consent of the Principal, who shall have absolute power to refuse such consent and or to cancel the contract at any time if not satisfied with the manner in which contract is being executed.

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10. In case the tenderer/supplier fails to execute the supply within the time provided the supplier commits any breach of the contract, it shall be lawful to arrange the contract at the risk and cost of the supplier.

11. No representation of enhancement of rates once accepted will be considered.

12. The College reserves the right to cancel the supply order in part or in full by giving one week advance notice by registered post if the supplier fails to comply with any of the terms of the contract, the supplier becomes bankrupt or goes into liquidation of the creditor, any receiver is appointed for the property owned by the supplier.

13. Warranty

UPS - 3 year replacement warranty.

Battery - 4 year Replacement warranty.

Warranty period will be effected from only after completing the installations, certified by the concerned department heads.

14. Dispute

All disputes regarding this tender shall be settled by a process of mutual negotiation.

15. Acceptance of Terms & Conditions

The supplier must confirm their acceptance of the terms and conditions mentioned herein above.

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SPECIAL CONDITIONS OF CONTRACT

Tender number CEMP/A3/15/2017 the last date for submission of tender and the time for opening of tender is prescribed in the tender notice.

1. Bidders shall submit their offer as per the technical specification appended in their own proposal forms duly signed and sealed by the authorized signatory. The tender form issued by us should also be enclosed to the proposal.
2. If there is any deviation in the technical spec. of the offered system in comparison with the technical spec. required by us, the same should be clearly mentioned in the proposal by the bidder.
3. Rate quoted should include all taxes, transport also loading and unloading, installation and commissioning charges.
4. The quantity required shown in the tender notice is tentative. The final quantity to be executed will be decided by CEMP, at the time of executing the supply.
5. The supply shall be as per the specifications and to the full satisfaction of the Assistant Engineer (Electrical) or persons entrusted by the Principal. Final payment will be made on satisfactory completion of the supply and installation.
6. The entire supply and installations shall be completed within one month from the date of receipt of supply order. Under unavoidable circumstances and if the Employer convinces himself, the supplier can request in writing for extending the time of completion and Employer shall grant the extension. But the employer may reject the request also if it is found that there is no genuinty on the reasons explained in the request. In such cases the supplier is liable to pay fine to the tune of 1 % per week to a maximum of 10 % of the contract amount for the additional period availed by the supplier to complete the supply.

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Annexure
Agreement

ARTICLES OF AGREEMENT executed on this the day of Two thousand and seventeen BETWEEN the PRINCIPAL COLLEGE OF ENGINEERING AND MANAGEMENT PUNNAPRA (hereinafter referred to as “the Principal”) of the one part and Shri.....

..... (H.E Name and address of the tenderer) hereinafter referred to as “the bounden” of the other part.

WHEREAS in response to the notification No..... dated the bounden has submitted to the Principal 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 Principal a sum of ₹ as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Government.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows :-

1. In case the tender submitted by the bounden is accepted by the Principal and Contract for is awarded to the bounden, the bounden shall within days of acceptance of his tender execute an agreement with the Principal incorporating all the terms and conditions under which the Principal accepts his tender.
2. All sums found due to the Principal under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provision 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 Principal may deem fit.

In witness whereof Shri..... (H.E name and designation) for and on behalf of the College of Engineering and Management Punnapra and Shri..... the bounden have hereunto set their hands the day and year shown against their representative signatures.

Signed by Shri.....(Date) In the presence of witnesses

1.
2.

Signed by Shri..... (Date) In the presence of witnesses.

1.
- 2.....

SUPPLIER

Sd/-
PRINCIPAL