



**COLLEGE OF ENGINEERING AND MANAGEMENT**  
**PUNNAPRA**

Tender No.CEMP/A3/31/2017

Punnapra 14.03.2018

**TENDER**

Electrical wiring for providing UPS supply to PG computer lab of  
Mechanical Engineering department in P.G block at College of  
Engineering and Management Punnapra

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Name of Tenderer :

Address :

Signature of Tenderer :

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Last date and time for the receipt of tender : 28.03.2018, 2 PM

Date of opening : 28.03.2018, 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/Contractor:** Means the person or firm who is submitting the proposal/ tender.

### **3. Scope of Work**

Electrical wiring for providing UPS supply to PG computer lab of Mechanical Engineering department in P.G block at College of Engineering and Management Punnapra

### **4. Tender form**

Tender should be submitted through post or courier in the prescribed form in sealed covers super scribing “Tender for Electrical wiring for providing UPS supply to PG computer lab of Mechanical Engineering department in P.G block at College of Engineering and Management Punnapra” against tender notification No. CEMP/A3/31/2017 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.

The quoted rate shall be valid for minimum 2 months from the date of tender opening.

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## **5. Earnest Money Deposit (EMD)**

The tender should be accompanied by an EMD for an amount ₹ 1500/- in the form of F.D receipt in favour of the bidder, pledged in favour of the Principal, College of Engineering and Management Punnapra.

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 F.D receipt in favour of the bidder and pledged with 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 contractor shall not assign/sublet to any person or persons the execution of the work any part thereof without the consent of the Academy, 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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**PRINCIPAL**

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

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

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

**13. Guarantee**

The contractor is bound to rectify the defects which may occur within one year after the date of completion of the work.

**14. Dispute**

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

**15. Acceptance of Terms & Conditions**

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

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## **SPECIAL CONDITIONS OF CONTRACT**

Tender number CEMP/A3/31/2017 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, 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 work.
5. The work shall be guaranteed for minimum two years from the date of completion of work.
6. The work shall be as per specification and to the full satisfaction of the Project Engineer or persons entrusted by the Project Engineer. Final payment will be made on satisfactory completion of the work.
7. The entire work shall be completed within 3 months from the date of work order. Under unavoidable circumstances and if the Employer convinces himself, the contractor 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 genuinity on the reasons explained in the request. In such cases the contractor 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 contractor to complete the work.

**CONTRACTOR**

**PRINCIPAL**

**Annexure**  
**Agreement**

ARTICLES OF AGREEMENT executed on this the ..... day of ..... Two thousand and eighteen ..... 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.....

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**PRINCIPAL**