



COLLEGE OF ENGINEERING MUTTATHARA

(Under the Co-operative Academy of Professional Education, Estd. by the Government of Kerala)

No: P-455/2016/CEM/601

Date: 18.07.2022

LIMITED TENDER NOTICE

1. Limited tenders are invited for the supply of UPS for CAD Lab of Civil Engg. Department at College of Engineering, Muttathara, Thiruvananthapuram. The tender form, duly filled shall be submitted to the Principal, College of Engineering, Muttathara
Amount of EMD - Rs.2000/-
Last dated for submission of tender form - 02.08.2022 ; 12.00 Noon
Date of Opening of tender form - 02.08.2022 ; 03.00 P.M.
2. The Principal or authorized representative will open the tender in the presence of the bidder or their authorized representatives.
3. The successful tenderer should execute an agreement in the prescribed format before commencing the service.
4. Details and specifications can be have from the office of the undersigned on all working days and from the website www.cemuttathara.org.
5. The Principal, College of Engineering, Muttathara have the authority in full to reject /modify the requirement as well as accept any bid or tender without assigning any reason whatsoever.

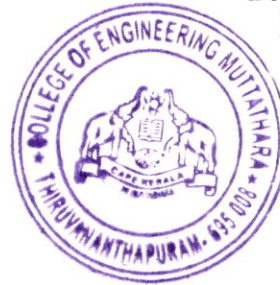
Dr.Bejoy Abraham
PRINCIPAL(i/c)

To

- 1.Smt.Deepthi P.S.,Computer Programmer
- for publishing in official website
2. Notice Board

Copy to

- 1.Smt.Anu S. Mattam, HOD of Civil dept.
- 2.File Copy



Vallakkadavu P.O., Thiruvananthapuram-695 008

Phone : (Off) 0471 2500211, 8547796964, Email : principal@cemuttathara.ac.in

Website : www.cemuttathara.ac.in

COLLEGE OF ENGINEERING MUTTATHARA
(Under the Co-operative Academy of Professional Education, Estd. by Govt. of Kerala)
St. Sebastian Church Road, Vallakkadavu P.O., Thiruvananthapuram - 695 008

TENDER

No. Limited Tender 'P-455/2016/CEM/UPS-July2022'

Containing General Conditions or contract and schedule for supply of UPS for CAD Lab (Civil Engg. Department)
for college of Engineering, Muttathara.

Name of Tenderer :

Address :

Signature of Tenderer :

Last date and time of receipt of tender : **02-08-2022, 12:00 Noon**

COLLEGE OF ENGINEERING MUTTATHARA
(Under the Co-operative Academy of Professional Education, Estd. by Govt. of Kerala)
St. Sebastian Church Road, Vallakkadavu P.O., Thiruvananthapuram - 695 008
LIMITED TENDER FORM

No. 'P-455/2016/CEM/UPS-July2022'

Tender Documents for supply of UPS required for CAD Lab (Civil Engg. Department)

ISSUED TO:

ISSUED ON:

TO BE SUBMITTED ON OR BEFORE 02-08-2022 ; 12:00 Noon

(To be filled by the Tenderer and to be attached along with their price offer including GST)

NAME OF TENDERER IN FULL :

ADDRESS OF THE TENDERER :

TIN No. of the Tenderer :

PAN No. of the Tenderer :

Phone:

Fax:

I / We hereby agree 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 a part thereof as may be decided by the Purchaser at the rates quoted against the item. The articles will be delivered within the time and at the place specified in the schedule.

I / We am / are remitting / have separately remitted the required amount of Rs.
..... as earnest money deposit.

(Signature)

(Address)

.....

.....

Date

LIST OF ENCLOSURES:

1. EMD (Plz give details)
2. Agreement
3. Others

GENERAL CONDITIONS OF CONTRACT

1) Introduction

The terms and conditions given below shall include the detailed technical specifications. The contract to be entered in to shall be governed by these conditions and amendments thereto, if any.

2) Definitions

a) **College:** Means "College of Engineering, Muttathara, St. Sebastian Church Road, Vallakkadavu P.O., Thiruvananthapuram – 695 008" 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 College of Engineering, Muttathara, Thiruvananthapuram. All letters & other communications sent to the College in connection with the contract shall be addressed to the Principal.

c) **Site:** Means the College of Engineering, Muttathara under CAPE.

d) **Tenderer/Supplier/Bidder/Contractor:** Means the manufacturer or the person or firm authorized by the Manufacturer who is submitting the proposal/tender.

3) Scope of Work:

Supply, installation, testing and commissioning of the items as per the schedule attached to the tender notice or on other terms as agreed in the tender documents and subsequent orders issued / agreements executed in this regard.

4) TENDER FORM

Tenders should be submitted in the prescribed form in sealed covers superscribed "Tender for the Supply of Items(5 KVA UPS) at College of Engineering, Muttathara - against tender notification No. 'P-455/2016/CEM/UPS-July2022' so as to reach the **Principal, College of Engineering, Muttathara, St. Sebastian Church Road, Vallakkadavu P.O., Thiruvananthapuram – 695 008** 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. In case no sufficient tenders are received, the last date for receipt of tender will be extended by one or two weeks the exact date of which will be announced later.

The tenders should be submitted in the form to be downloaded from our website. 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 price shall be valid for minimum 3 months from the date of tender opening and shall include all taxes, duties and levies including cost of transportation, installation and commissioning.

5) Earnest Money Deposit (EMD)

The tenders should be accompanied by an EMD for an amount equivalent to **1%** of the quoted value minimum of Rs.2000/- in the form of a DD drawn on SBI in favour of the Principal, College of Engineering, Muttathara payable at Thiruvananthapuram.

The tenders not accompanied by the requisite EMD will not be accepted. 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 purchase 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.

Tenderers claiming exemption from payment of EMD shall enclose the copy of the Government Order in this regard without which the tender will not be accepted.

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, furnish 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 demand draft drawn on SBI in favour of the Principal, College of Engineering, Muttathara payable at Thiruvananthapuram. This amount will be returned after the due fulfilment of the contract. The EMD of the successful tenderer will be adjusted against the Security Deposit.

8) Agreement

The successful tenderer shall, execute an agreement within 7 days with the College for the proper fulfilment of the contract. The accepted tender with all the enclosed schedules, copy of tender notice, conditions of contract and technical specification, letter of award and purchase order 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 tenderer.

9) The supplier shall not assign/sublet to any person or persons the execution of the supply or any part thereof without the consent of the College, 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 the contract is being executed.

10) In case the tenderer/supplier fails to supply any of the items ordered within the time provided for delivery, or the supplier commits any breach of the contract, it shall be lawful to the College to arrange

for the purchase of the said items and things from elsewhere or to cancel the contract at the risk and cost of the supplier.

11) No representation for enhancement of rates once accepted will be considered. The contractor/Supplier shall be responsible to make good any loss/damage of the equipment which has occurred during transportation without any extra cost to College.

12) The Principal reserves the right to cancel the 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 order.

The supplier becomes bankrupt or goes in to liquidation of the creditor.

Any receiver is appointed for the property owned by the supplier.

13) If upon delivery at site, it is found that the equipment/components (inspected and approved earlier or otherwise) are not in conformity with the specification, the same shall be rejected by the College and notification to this effect shall be issued to the supplier.

The supplier shall arrange removal of the rejected items within 15 days failing which the College shall be at liberty to dispose of such rejected items in any manner as it may think fit. All expenses incurred by the College in disposing of the rejected items including money paid to the supplier shall be recoverable from the supplier.

14) Guarantee

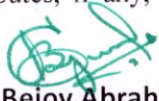
The supplier shall ensure that all equipment/components/services supplied or services rendered under the contract shall conform to the College requirements and specifications. The supplier shall guarantee the equipment supplied and services rendered under the order for a minimum period as mentioned with the specification of item years for all items from the date of installation. The supplier shall replace any material, which has proved defective or failed to conform to the desired specifications, free of cost to the College, with minimum guarantee as stated above.

In case the equipment supplied and commissioned by the contractor does not meet the performance requirements as per specifications and documents, the contractor shall be liable to pay to the College, actual damages or compensation as assessed by it.

15) Acceptance of Terms & Conditions

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

16) No arbitration is applicable for this purchase and connected matters. Disputes, if any, will be settled in appropriate civil courts situated in Thiruvananthapuram.


Dr. Bejoy Abraham
PRINCIPAL(i/c)

SPECIAL CONDITIONS OF CONTRACT

Tender No.'P-455/2016/CEM/UPS-July2022' the last date for submission of tender and the time for opening of tender are 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. Prices for optional items if any should be quoted separately.
3. If there is any deviation in the technical specification of the offered system in comparison with the technical specification required by us, the same should be clearly mentioned in the proposal by the bidder.
4. Price quoted should include all taxes, transport, loading and unloading installation and commissioning charges.
5. The quantity required as shown in the tender notice is tentative. The final quantity to be supplied will be decided by the Principal at the time of placing orders. The Principal reserves the right to split the order for part quantity among two or more suppliers if necessary and the same rates as quoted/negotiated shall apply.
6. Supply shall be made at the College of Engineering, Muttathara.
7. Installation, Testing and commissioning will be supervised by the Principal, College of Engineering, Muttathara or any other person designated by the Principal and on the basis of the certificate of satisfactory completion from Principal final Payment to the supplier shall be effected. Part payment will be considered on the basis of the report of the Principal of the college in unavoidable circumstances.
8. The entire supply shall be completed within **30 days** of issue of purchase order.
9. **QUALIFYING REQUIREMENT FOR BIDDERS**
Bids will be accepted from the bonafide manufactures/Agents or their direct authorized dealers only if the bidder is the original manufacturer, he should be sourcing the components/part systems. If dealer, the valid authorization/dealership certificate should be produced. For agents necessary proof of agency should be produced. The bidders, for the maintenance of supplied items should have adequate service facility in Kerala. The issue of these tender documents shall not be considered as evidence of acceptance by the College of the technical spec. and service competence of the tenderer. The decision of the Principal regarding the acceptability of the firm based on the documents submitted with the offer will be final and no correspondence will be entertained in this regard.
10. The Vendor should be original equipment manufacturer, Agent or authorized service provider of the item quoted. Proof of the same has to be provided along with the tender. **The vendor should also submit an undertaking that all the components/parts/assembly/ etc used in the equipment are original new components from the respective manufacturer and that no refurbished/duplicate/second hand components/parts/assembly/ are used.** If any of this is found during the contract period, the contractor shall remit back to the Principal the money received by him.


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TERMS AND CONDITIONS

1. TAXES AND DUTIES

The price shall be inclusive of all taxes, duties and levies. No additional amount on account of change in the rate of taxes, duties and levies will be allowed.

2. PACKING AND FORWRADING

Inclusive, the items shall be dispatched duly assembled in a pre- fabricated metallic skid if necessary and other accessories shall be sent loose.

3. FREIGHT AND INSURANCE

Included in the price. The transit insurance up to destination is covered under the open Insurance policy with State Insurance Scheme by the supplier.

4. UNLOADING

Unloading of the items to be arranged by the firm using mechanized crane at the sites if necessary.

5. DELIVERY

Items as mentioned in the supply order shall be delivered within **30 days** from the date of technically and commercially clear order.

6. WARRANTY

The items supplied shall be warranted against defective material and poor workmanship for a period mentioned in the specification of item years from the date of supply. However for Engine and Control Panel the extended warranty by the respective manufacturer shall apply.

7. DOCUMENTS

One set each of the catalogues of the equipment shall be supplied along with equipment including the relevant Warranty Certificate.

8. **AFTER SALES SERVICE**

Prompt and satisfactory after sales service will be arranged by the supplier.

9. **FORCE MAJESURE**

The offer is subject to standard Force Majesure Clause terms by which the supplier will not be responsible for delivery/ delay in delivery due to the reasons beyond their control. If the execution of the supply order is delayed the period stipulated in the order as a result of out break of hostilities, declaration of any embargo or fire or blockage or flood or acts of nature or any other contingencies beyond supplier's control then buyer will allow such additional time as may be considered justified by extending the delivery period with out imposing liquidated damages. If and when additional time is granted by the buyer, the contract/ supply shall be read as understood, if it had contained from its inspection the delivery date as extended.

10. **PERIODIC MAINTENANCE**

The equipment should be subjected to scheduled maintenance as per the O & M Manual supplied along through the authorized service provider of the respective equipment manufacturer for the region. The service requirements of the equipment shall be addressed by the supplier upon intimation. The warranty shall be applicable subject to the maintenance of components by the respective authorized personnel only.

11. **SERVICE TAX**

Service Tax and Work Contract Tax if any shall be included in the quoted price. In case of any variation in the rates of taxes at the time of delivery/ execution, the same shall not be borne by the College.

12. **COMPLETION OF E & C**

The items supplied to various sites shall be installed and commissioned immediately.

13. **ELECTRICAL POWER AND WATER**

Electrical Power and Water for the above works at site shall be arranged by the College.


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SPECIFICATION

Sl.No	Item	Qty	Specification
1	5KVA UPS	2 Nos.	Back Up: 2Hours (Min) full load battery support (power factor 0.8). Input: Voltage 180-265V AC single Phase, Frequency 50Hz± 6%, Input DC in for the invertors: 120Vdc or moreOutput: Voltage 230+/-2%, single Phase AC, Should have truly sinusoidal waveform output.Frequency 50Hz, LED/LCD Indicators: Mains ON, Battery ON Charge, Low Battery, Load on Invertors, Load on auxiliary supply.Power outlet terminated in sockets with isolator protection. Efficiency 85%, Warranty: 3Year onsiteSPECIFICAION FOR BATTERYTubular technology, Reputed brand Designed for Online UPS purpose, 12V 100AH Battery, (Min 10 Nos battery) Battery Weight: 33kg without Acid 48Kg with acid,Charging Current: 12A at starting and 6A at finishing, Warranty: 4 Year onsite warranty.Installation with Good quality Battery Stand Complete wiring and installation inside the laboratory to be covered under the scope of this work (UPS and Battery Brochure must be included with the Tender)

ITEM FINANCIAL PROPOSAL

Bidder Name								
Price Schedule								
Sl. No.	Items	Specifications	Quantity	Unit	Rate (including GST)	% of GST	Total	Total amount in words
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Grand Total:

Amount in words:

Date

Signature of Tenderer

ANNEXURE

(Agreement Format)

ARTICLES OF AGREEMENT executed on this the day of two thousand seventeen BETWEEN The Principal College of Engineering, Muttathara (hereinafter referred to as "the purchaser and (H.E. name and address of the tenderer) (thereinafter referred to as "the bounden") of the other part.

WHEREAS in response to the notification No dated The bounden has submitted to the purchaser tender for the supply of Specified therein subject to the terms and conditions contained in the said tender:

WHEREAS the bounden has also deposited with purchaser a sum of Rs. As earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the purchaser.

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 purchaser and the contract for is awarded to the bounden, the bounden shall within days of acceptance of his tender executed an agreement with the purchaser incorporating all the terms and conditions under which the purchaser accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the purchaser shall have power and authority to recover from the bounden any loss or damage caused to the College of Engineering, Muttathara by such breach as may be determined by the purchaser by appropriating the earnest deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties immovable in the manner hereinafter contained.
3. All sums found due to the purchaser under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under provisions of law for the time being in force and in such other manner as the purchaser may deem fit.

In witness whereof Shri.....(H.E Name and Designation) for and on behalf of the College of Engineering, Muttathara and Shri. the bounden have here into set their hands the day and year shown against their respective signature.

Signed by Shri..... (Date).....

In the presence of witnesses

1.....

2.....

Signed by Shri..... (Date).....

In the presence of witnesses;

1.....

2.....