

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 FORM

Tender No. CEM/88/2022-A(P)/PC Hardware – May-2023

Tender Documents containing the General Conditions, Special Conditions and Terms & Conditions for the supply & installation of Computer Hardware to Desktop PCs at College of Engineering Muttathara

ISSUED TO:.....

ISSUED ON:.....

TO BE SUBMITTED ON OR BEFORE A.M./P.M.



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

NAME OF TENDERER IN FULL :

ADDRESS OF THE TENDERER :

GST Reg. No. of the Tenderer :

PAN No. of the Tenderer :

Phone:.....

Whatsapp No.:.....

e-Mail ID:

TENDER SUBMITTED ON

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 each 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./- (Rupees) as earnest money deposit.

(Signature)

(Address)
.....
.....
.....

Date

LIST OF ENCLOSURES: (Pls. give details of EMD, Cost of Tender Form, Agreement, Others relevant documents if any)

1.
 2.
 3.
 4.
-

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 situated at Thiruvananthapuram Dist.
- (d) **“Tenderer/Supplier/Contractor”** :- Means the OEM or the person or firm authorized by the O.E.M. who may be identified as a dealer/reseller and submitting the proposal/tender.

3) Scope of Work

Supply, installation, testing and commissioning of the hardware components as per the schedule of items attached to the tender document or on other terms as agreed in the tender documents and subsequent orders issued/agreements executed in this regard. The quoted price shall be valid for minimum period of **three months** from the date of tender opening and shall include all taxes, duties and levies including cost of transportation, installation and commissioning.

4) TENDER FORM

Tenders should be submitted in the prescribed form in sealed covers superscribing "**Tender for the Supply of Computer Hardware at College of Engineering Muttathara 2023**" 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 notified in the website of the college. Bidders were expected to follow-up official website for updated details.

The tenders should be prepared & 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.

5) Earnest Money Deposit (EMD)

The tenders should be accompanied by an EMD for an amount equivalent to **1%** of the quoted value of articles subject to a minimum of **Rs. 1,500/-** in the form of a D.D. 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 if necessitated. 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, should furnish an amount equivalent to **5%** of the value of the contract as '**Security Deposit**' in the form of demand draft drawn on State Bank of India in favour of the 'College of Engineering Muttathara' payable at Thiruvananthapuram for the faithful performance of the contract and for guaranteeing the performance of the material/component supplied. This amount will be returned after the due fulfillment 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 in Kerala Stamp paper worth Rs.200/- with the College within 07 working days towards the due fulfillment 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/installation stage without any extra cost to College.

12) The College 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

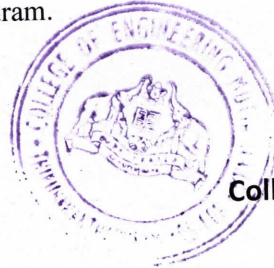
The supplier shall ensure that all equipment/components/services supplied or services rendered under the contract shall conform to the College requirements and specifications. The supplier shall guarantee the equipment supplied and services rendered under the order for a minimum period as mentioned with the specification of items 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.

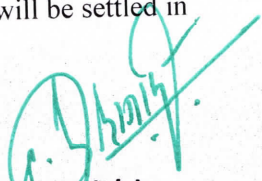
In case the equipment supplied and commissioned by the contractor does not meet the performance requirements as per specifications and documents, the contractor shall be liable to pay to the College, actual damages or compensation as assessed by it.

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.




PRINCIPAL(i/c)
College of Engg. Muttathara

SPECIAL CONDITIONS OF CONTRACT

Tender No. CEM/88/2022-A(P)/PC Hardware – May-2023

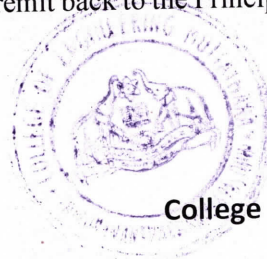
The last date for submission of tender and the time for opening of tender are prescribed in the tender notice.

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 bidder 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, Thiruvananthapuram.
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 a qualified technical staff of the college the 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 supply order.

9. QUALIFYING REQUIREMENT FOR BIDDERS

Bids will be accepted from the bonafide manufacturer or their direct authorized dealers/re-sellers/agent 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 re-sellers/agent necessary proof of such that 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 further correspondence will be entertained in this regard.

10. The Vendor should be Original Equipment Manufacturer / agent or authorized dealer/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.



PRINCIPAL(i/c)

College of Engg. Muttathara

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/as per period by OEM. 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/component shall be supplied along with equipment/component 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

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**

Goods & 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.

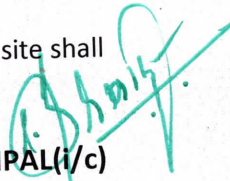
12. **COMPLETION OF E & C**

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

13. **ELECTRICAL POWER AND WATER**

Electrical Power and Water if necessary for the completion of installation of item at site shall be arranged by the College.

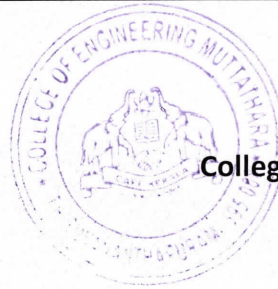



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College of Engg. Muttathara

Schedule of Items

[Computer Hardware Components]

Sl. No	Item Description	Specification	Qty (Nos.)
i	Motherboard	Chipset: H81 (Intel Pentium CPU G3260) Socket: Intel LGA 1155 Processor support: 4 th gen Processor RAM Support: DDR3 Warranty: Minimum 3 year	76
ii	RAM	Type: Dual Channel DDR3 Speed: 1333 Mhz./1600 Mhz. Warranty: Minimum 1 year	40
iii	SMPS	Power Output: 450 Watt Input: 230V Motherboard Connector: 20+4 Pin SATA connector: 2 sata cable Warranty: Minimum 1 year	20
iv	SSD	Storage: 128GB storage capacity Size: 2.5 inch form factor Interface: SATA3 6.0Gbps interface Warranty: Minimum 3 year	76
v	Cooling fan	LGA 1155 processor cooling fan	76



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ITEM FINANCIAL PROPOSAL

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

Grand Total:

Amount in words:

Whether samples attached:

Period within which goods shall be delivered: days from the date of supply order.

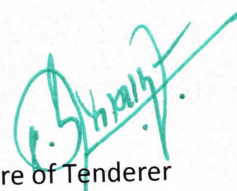
Rates for delivery if any:

Other special conditions if any:

Date:.....

Name & Signature of Tenderer

{Seal/Rubber Stamp of the firm}



[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 execute 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.

(P.T.O)

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.....(Tenderer) (Date).....

In the presence of witnesses

1.....

2.....

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

In the presence of witnesses;

1.....

2.....