

COLLEGE OF APPLIED SCIENCE

THODUPUZHA

TENDER

Containing General Conditions of Contract and
Schedule for the Supply of **Computers**

Name of the Tenderer :

Address :

Signature of the Tenderer :

Last date and time for the receipt of Tenders: 03.01.2017 2.00 PM

GENERAL CONDITIONS

Sealed tenders are invited for the supply of the materials as specified in the schedule below:-

1 The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and the name shown below duly superscripted on the cover.

2 The tenders should be in the prescribed form which can be obtained from the officer mentioned below on payment of the prize which is also noted below. 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 prescribed forms are liable to be rejected. The rates quoted should be in Indian currency. Tenders in any other currency are liable to rejection.

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 variations clause and /or 'subject to prior sale' conditions are liable to be rejected.

4 Every tenderer should send along with his tender, an Earnest Money Deposit of **one percent** of the total cost of the articles tendered for (rounded to the nearest rupee) subject to a minimum of Rs.30. The amount may be paid by demand drafts (crossed) on the local branch of State Bank of Travancore/State Bank of India drawn in favour of the officer mentioned below. 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 fulfilment of the contract. No interest will be paid for the earnest money deposited.

5 The tenders will be opened on the appointed day and time in the office of the Principal in the presence of such of those tenderers or their nominees who may be present at that time.

6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money, if any deposited by him will be forfeited to the college or such action taken against him as the Principal thinks fit.

7. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.

8. (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 tender 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. The Principal 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.

9. The final acceptance of the tenders rests entirely with the Principal who does not bind himself to accept the lowest or any tender. But the tenders on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.

10. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfilment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charge 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 12 below.

11. (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of the tender, deposit a sum equivalent to **5 percent** of the value of the contract as **Security Deposit** for the satisfactory fulfilment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in clause 4 supra. If the successful tenderer fails to deposit by him will be forfeited to the College and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby.

(b) In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer may be purchased by means of another tender quotation or by negotiation from the next higher tenderer who had offered to supply already and the loss, if any, caused to the College shall thereby together with such sums as may be fixed by college towards damages be recovered from the defaulting tenderer

12. The security deposit shall subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the Principal and the Contractor, the Principal shall be entitled to deduct out of the deposits of 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 the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guaranteed period.

13. All payments to the contractor will be made by the purchasing officer in due course by cheques only on any scheduled bank at Thodupuzha as decided by the Principal.

14. Payments will be made only after the supplies are completed by the contractor and taken to stock of the department of Electronics/Computer Science after due verification. No part payment will be made.

15. (a) In the case the contractor fails to supply and delivery any of the said articles and things within the time provided for delivery of the same, or in case the contractor 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 the Principal (if he thinks fit to do so) to arrange for the purchase of the said articles and things from elsewhere of the said articles and things from elsewhere or on behalf of the Principal, CAS, Thodupuzha by an order in writing under the hand of the purchasing officer put an end to this contract and in case the Principal 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 or other moneys shall then or any time during the continuance of this contractor by payable by the contractor to under and by virtue of this contract, it shall be lawful for the Principal, from the out of any moneys for the time being payable or owing to the contractor from the principal under or by virtue of this contractor or otherwise to pay and reimburse the principal all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys and shall for the time being be payable by the contractor 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 within whose jurisdiction the purchasing officer voluntarily resides.

16. (a) No representation for enhancement of rates once accepted will be considered.

(b) In the case of imported goods, when the price accepted is the exact price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the principal.

17. 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.

18. 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.

19. (a) The prices quoted should be inclusive of all taxes, duties, cesses, etc, which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.

(b) In case payment of customs/excise duty is to be made by the purchasing officer, the purchasing officer will pay the duty on the "unloaded invoice price" only in the first instance any difference being paid when the tenderer produces the final assessment orders later.

20. 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.

21. The tenderer should send along with his tender an agreement executed and signed on Kerala Stamp Paper worth Rs.100. A specimen form of agreement is given as annexure to this tender. Tenders without the agreement on stamped paper will be rejected outright.

ANNEXURE

AGREEMENT

Articles of agreement executed on this the day of Two thousand between the Principal, College of Applied Science, Thodupuzha (Hereinafter referred to the Govt.) of the one part and Sri. (H, E, name and address of 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 a tender for.....
..... specified herein subject to the terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with the a sum of Rs.....
..... as earnest money for execution of an agreement under taking the due fulfilment of the contract in case his tender is accepted by the.....

NOW THESE PRESENTS WITNESS AND IT IS HEREBY MUTUALLY AGREES AS FOLLOWS:-

1. In case the tender submitted by the bounden is accepted by the IHRD and the contract for.....
..... is awarded to the bounden, the bounden shall withindays of acceptance of his tender execute an agreement with the IHRD incorporating all the terms and conditions under which the accepts of his tender.
2. In case the bounden fails to execute the agreement as a foresaid incorporating the terms and conditions governing the contract, the IHRD shall have power and authority to recover from the bounden any loss or damage caused to the Principal, College of Applied Science, Thodupuzha by such breach as may be determined by the IHRD by appropriating the earnest money deposited by the bounden and it the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due the IHRD under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable as decided by the IHRD.

In witness whereof Smt. Sindhu S, Principal (H.E .name and designation) for and on behalf of the Principal, College of Applied Science, Thodupuzha and Sri.....
..... the bounden have hereunto set their hands the day and year shown against their respective signature.

Signed by Smt. Sindhu S (date).....

In the presence of witnesses:

- 1.....
- 2.....

Signed by Sri. (date).....

In the presence of witness:

- 1.....
- 2.....

**Superscription: Tender No A2/313/2015/CAS/TDPA dated 01.12.2016 for the supply
of COMPUTERS**

Due date and time for receipt of tender :03.01.2017 2.00 PM

Date and time for opening of tender : 03.01.2017 3 PM

Date up to which the rates are to be firm :31.03.2017

Price of tender form :Rs. 400/- + 4% VAT

Price of duplicate copy :Rs. 200/- + 4% VAT

Address of Officer from whom tender forms are to be }
Obtained and to whom tenders are to be sent :P R I N C I P A L,

Name of Office :COLLEGE OF APPLIED SCIENCE,

Name & Designation of the Purchase Officer :THODUPUZHA

SCHEDULE OF MATERIALS

Sl.No.	Specification	Quantity	Unit	Rate Rs. Ps.	Total Rs. Ps.	Remarks
1	2	3	4	5	6	7

SEPARATE LIST ATTACHED

Whether samples essential : No

Period within which goods should be delivered : 15 days

Rates should be quoted for delivery : Inclusive of all Taxes, duties and other expenses

FOR.....

At Departmental Stores.....

Other special conditions :

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 the Principal College of Applied Science Thodupuzha at the rates quoted against each item. The articles 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 Rs as earnest money.

Yours faithfully,

(Signature).....

(Address).....

Place.

Date.....

COLLEGE OF APPLIED SCIENCE, THODUPUZHA**SPECIFICATION FOR THE PURCHASE OF COMPUTERS**

Sl No.	Description of items	Required no. of Items
01	Computer System with Specifications :- Processor i3 3GHz(Asus/AMD) Mother Board (ASUS/AMD/GigaByte) HDD 1 TB Seagate RAM 4GB DDR 3 Monitor 20" LED (LG / Samsung) Multimedia Key board (Logitech) Mouse (Logitech) DVD Drive (LG/Samsung) Head Phone (iBall/Creative) Cabinet (ATX/Zebronics) 3 Year On- Site Warranty	6
02	24 Port Switch	1

PRINCIPAL