

**CO-OPERATIVE ACADEMY OF PROFESSIONAL EDUCATION
THIRUVANANTHAPURAM**

TENDER FORM

TENDER No. PC/01/2015

Containing General Conditions of Contract
and schedule for the supply of Personal Computers (Desk Top)
required for Institutions under CAPE.

Name of Tenderer :

Address :

Signature of Tenderer :

Last date and time for the receipt of tender : **03.03.2015, 2:30 p.m**

**CO-OPERATIVE ACADEMY OF PROFESSIONAL EDUCATION (CAPE)
COBANK Towers, Vikas Bhavan P.O., Thiruvananthapuram – 695 033**

TENDER FORM

Tender Documents for the supply of Personal Computers (Desk Top) costing more than _____ required for Engineering Colleges under CAPE.

ISSUED TO:

ISSUED ON :

TO BE SUBMITTED ON OR BEFORE 03.03.2015, 2:30 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 :

Phone:

Fax:

TENDER SUBMISSION ON

LIST OF ENCLOSURES:

1.EMD (Please give details)

2. Others

Signature of the Tenderer

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 in to shall be governed by these conditions and amendments thereto, if any.

2. Definitions

a) **Academy** : Means "Co-operative Academy of Professional Education (CAPE)", COBANK Towers, Vikas Bhavan P.O., Thiruvananthapuram – 33 which shall include the Director of the Academy, duly authorised to act and sign on behalf of the Academy.

b) **Director** : Means the Director of CAPE , Thiruvananthapuram. All letters & other communications sent to the Academy in connection with the contract shall be addressed to the Director.

c) **Site** : Means any of the Colleges under CAPE

d) **Tenderer/Supplier/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 equipment as schedule attached to the tender notice or on other terms as agreed in the tender documents and subsequent orders/agreements issued/executed in this regard.

4. TENDER FORM

Tenders should be submitted in the prescribed form in sealed covers super scribing "Tender for the supply of Personal Computers (Desk Top) in Colleges under CAPE against tender notification No. P-5971/2014/CAPE so as to reach the **Director, Co-operative Academy of Professional Education, COBANK Towers, Vikas Bhavan P.O., Thiruvananthapuram - 33** 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 tenders 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 price shall be valid for minimum 6 months from the date of tender opening.

5. Earnest Money Deposit (EMD)

The tenders should be accompanied by an EMD for an amount **Rs. 28,500/-** of the quoted value in the form of a DD drawn in favour of the Director, CAPE payable at Thiruvananthapuram.

The tenders not accompanied by the requisite EMD will not be opened. 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 Academy, 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 tenders rests exclusively with the Director. The Director 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 demand draft drawn in favour of the Director from a reputed bank payable at Thiruvananthapuram. This amount will be returned after the fulfillment of the contract. The EMD of successful tenderer will be adjusted against the Security Deposit.

8. Agreement

The successful tenderer shall, after depositing the SD, execute an agreement with the Academy 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 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 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 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 for the society 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 of 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 CAPE.

12. The Academy 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 Academy 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 Academy shall be at liberty to dispose off such rejected items in any manner as it may think fit. All expense incurred by the Society in disposing off 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 academies requirements and specification. The supplier shall guarantee the equipment supplied and services rendered under the order for a minimum period of 3 years for all items from the date of installation. The supplier replace any material, which has proved defective or failed to conform to the desired specifications, free of cost to the Academy, 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 CAPE, actual damages or compensation as assessed by CAPE.

15. Acceptance of Terms & Conditions

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

SPECIAL CONDITIONS OF CONTRACT

Tender Number P-5971/2014/CAPE dated .02.2015. 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 authorised 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 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.
4. Price quoted should include all taxes, transport, loading and unloading installation and commissioning charges.
5. The quantity required shown in the tender notice. is tentative. The final quantity to be supplied will be decided by CAPE at the time of placing orders. CAPE 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 to the following Colleges under CAPE.
9. Installation, Testing and commissioning shall be supervised by the Director/Principal of the college 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 Principals of the college.
10. The entire work shall be completed within **30 days** of issue of purchase order.

11. QUALIFYING REQUIREMENT FOR BIDDERS

Bids will be accepted from the bonafide manufactures/Agents or their direct authorised 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 systems should have adequate service facility in Kerala. The issue of these tender documents shall not be considered as evidence of acceptance by CAPE of the technical spec. and service competence of the tenderer. The decision of CAPE 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.

12. The Vendor should be original equipment manufacturer, Agent or authorised 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 form 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 the money received by him back to CAPE.

Annexure

Agreement

ARTICLES OF AGREEMENT executed on this the day ofTwo thousand and eight nine hundred andBETWEEN THE DIRECTOR OF CO-OPERATIVE ACADEMY OF PROFESSIONAL EDUCATION (hereinafter referred to as the "the Director") 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..... datedthe bounden has submitted to the Director a tender for thespecified therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the Director 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 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 Director and the Contract for is awarded to the bounden, the bounden shall withindays of acceptance of his tender execute an agreement with the Director incorporating all the terms and conditions under which the Director accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the Director shall have power and authority to recover from the bounden any loss or damage caused to the Director by such breach as may be determined by the director by appropriating the earnest money 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 movable and immovable in the manner hereinafter contained.
3. All sums found due to the Director 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 Director may deem fit.

In witness whereof Shri.....(H.E name and designation) for and on behalf of the Co-operative Academy of Professional Education and Shri..... the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri.....(date).....

In the presence of witnesses

1.....

2.....

Signed by Shri.....(date).....

In the presence of witnesses;

1.....

2.....