

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

TENDER FORM

TENDER No. P2-637/2016/CAPE

Containing General Conditions of Contract and schedule for the **Supply and Installation** of Server
Computer at Co- operative Academy of Professional Education (CAPE) Head Office,
Thiruvananthapuram.

Name of Tenderer :

Address :

Signature of Tenderer :

Last date and time for the receipt of tender : .../...../.....,:..... **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 and Installation of Server Computer for CAPE Head Office,
Thiruvananthapuram

ISSUED TO:

ISSUED ON:

TO BE SUBMITTED ON OR BEFORE 15/06/2016, 02:00 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 (Pls give details)
2. Cost of Tender Form (Pls give details)
3. Agreement
4. Others (Should be specified)

Signature of the Tenderer

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) **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 authorized 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 the building Co-operative Academy of Professional Education (CAPE), Thiruvananthapuram
- 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 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 super scribing "Tender for the Supply and Installation of Server Computer for Co-operative Academy of Professional Education (CAPE), Thiruvananthapuram against tender notification No. P2-637/2016/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. 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 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 and installation.

5. Earnest Money Deposit (EMD)

The tenders should be accompanied by an EMD for an amount equivalent to **1%** of the estimated value in the form of a DD drawn on any nationalized bank preferably SBT in favour of the Director, CAPE 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 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, 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 any nationalized banks preferably SBT in favour of the Director 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 Academy 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 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 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 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 of such rejected items in any manner as it may think fit. All expenses incurred by the Society in disposing of the rejected items including money paid to the supplier shall be recoverable from the supplier.

14. Guarantee/ Warranty (On site warranty)

The supplier shall ensure that all items supplied under the contract shall conform to the academy requirements and specifications. The supplier shall guarantee the equipment supplied and services rendered under the order for a period of 3 years for the item 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 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 the Academy, 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.

**Sd/-
DIRECTOR**