

# 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/105/2025-A(P)/UPS/T-01**

Tender Documents containing the General Conditions, Special Conditions and Terms & Conditions for the supply & installation of 5 KVA Online UPS in **ME-CE-EEE-ECE Dept.** Block Building at College of Engineering Muttathara Thiruvananthapuram.

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:.....  
.....

Fax:.....

e-Mail ID:

TENDER SUBMITTED ON

I / We hereby agree to supply, by agreeing to the annexed General Conditions, Special Conditions & Conditions auxiliary to General Conditions which forms part of the 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 by me/us against each item. The articles will be delivered within the time and at the place specified in the schedule/supply order.

I/We am/are remitting/have separately remitted the required amount of Rs. ..../- (Rupees ..... as Earnest Money Deposit.

(Signature) .....

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

Date .....

#### LIST OF ENCLOSURES:-

(Furnish details of EMD&Cost of Tender Form remitted, GST Reg. No., Others relevant documents if any)

1. .....
2. .....
3. .....
  
4. .....

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#### GENERAL CONDITIONS OF CONTRACT

#### **1) Introduction**

The terms and conditions given below shall include the detailed technical specification of items. 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. The term 'Purchaser' is used interchangeably at places wherever it appears as per Store Purchase Manual.

**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

OEM who may be identified as a dealer/reseller and who is having experience in implementation of CCTV Surveillance System and submitting the proposal/tender.

### **3) Scope of Work**

Supply, installation, testing and commissioning of the 5KVA Online UPS 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 with "Tender for Supply & Installation of 5kVA UPS at C-Block of College of Engineering Muttathara" 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 to three weeks the exact date of which will be notified in the website of the college.

The tenders should be prepared & submitted in the 'Tender Form' made available in official website for downloading the same. 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's seal. Relevant authority of the signatories should be attached with the tender.

The quoted price shall be valid for minimum **twelve 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 which will in normal course 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 supply/work order or within a reasonable time as agreed by the 'Purchaser', 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 tender firm period.

Tenderers claiming exemption from payment of EMD shall enclose the copy of the Government Order/Certificate issued by competent authority 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 & reserves the right to reject the tenders by assigning reason deemed fit for the act.

## **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 equipment/machinery supplied. 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, if necessary.

## **8) Agreement**

The successful tenderer shall, execute an agreement in Kerala Stamp paper worth Rs.220/- with the College within 07 working days towards the 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 successful tenderer awarded with supply/work order 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 the article/item and complete installation & commissioning (if required as per the product category) within the time limit or the tenderer/supplier commits any breach of the contract, it shall be lawful to the 'Purchaser' to arrange for procuring the item from alternate sources resorting to options available at hand by cancelling the contract at the risk and cost of the failed tenderer/supplier.

**11)** No representation for enhancement of rates once accepted will be considered. The tenderer/supplier shall be responsible to make good any loss or damage of the equipment/machinery which has occurred during transportation or installation process without any extra cost to 'Purchaser'.

**12)** The ‘Principal’ reserves the right to cancel the supply 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 by motion of creditors.
- Any receiver is appointed by court of law/competent body for management of the property owned by the supplier.

**13)** If upon delivery at site, it is found that the equipment/machinery (inspected and approved earlier or otherwise) are not in conformity with the specification, the same shall be rejected by the ‘Purchaser’ and notification to this effect shall be issued to the tenderer/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 tenderer/supplier shall ensure that all equipment/machinery supplied or services rendered under the contract shall conform to the requirements and specifications notified in this regard. The supplier shall provide **guarantee** for all equipment/machinery supplied under the order for a minimum period of 01 year from the date of installation. The tenderer/supplier shall replace, free of cost to the ‘Purchaser’, any equipment/machinery or its components which has proved defective or failed to perform as per requirement within the defect-liability period (**guarantee period**) consequent on damage sustained.

Failure to replace any such item installed by the contractor within the time-limit agreed by the ‘Purchaser’ will held the contractor to pay amount towards actual damages or compensation as assessed by the ‘Purchaser’.

**15)** Every notice hereby required or authorised to be given may be either given to contractor the personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.

**16)** In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him, or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, contract shall thereupon, after notice given by the Purchasing Officer to the contractor, be determined and the “Purchaser” may complete the contract in such time and manner and by such persons as the Department/Government shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Government against the contractor or his sureties in respect of any breach of contract theretofore committed by the contractor. All expenses and damages caused to “Purchaser” by any breach of contract by the contractor and shall be paid by the contractor to “Purchaser”, may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

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

**18) Acceptance of Terms & Conditions**

By executing agreement as provided therein, the supplier deemed to be confirmed their acceptance of the terms and conditions mentioned herein above. Special conditions, if any, of the tenderer attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the “Purchaser”.

**PRINCIPAL(i/c)**

**College of Engg. Muttathara**

**SPECIAL CONDITIONS OF CONTRACT**

**Tender No. CEM/105/2025-A(P)/UPS/T-01**

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 quoted item in comparison to the technical specification required by ‘Purchaser’, 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. The bidder shall visit the site for assessing site conditions before quoting their rate.
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 or part the 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’. On the basis of the certificate on satisfactory performance of the item 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 only if the bidder is sourcing the equipment/machinery directly from OEM. If re-sellers/dealer, the valid authorization/dealership certificate should be produced. Those bidders who are having adequate service facility in the State of Kerala for the repair & maintenance of supplied machinery/equipment will be given preference. The receipt of bid document with the due date shall not be considered as evidence of acceptance by the ‘Purchaser’ of the technical

competency or professional competency of the tenderer. The decision of the 'Principal' regarding the acceptability of the bid, is based on the evaluation of documents submitted by the bidder and will be final and no further correspondence will be entertained in this regard.

10. **By submitting tender it is agreed & assured by the bidder that all the machines/equipment are made of 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 violated during the defect-liability period, the contractor shall remit back to the 'Purchaser' the cost of item supplied & installed by him.

**PRINCIPAL(i/c)**

**College of Engg. Muttathara**

**Tender No. CEM/105/2025-A(P)/UPS/T-01**

**TERMS AND CONDITIONS AUXILIARY TO GENERAL CONDITIONS OF CONTRACT**

**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 FORWARDING**

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 / minimum ..... year from the date of supply or period declared by OEM whichever is higher. However, wherever extended warranty by the respective manufacturer is existing the same shall clearly mentioned by the bidder in tender.

**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 should be guaranteed by the bidder/tenderer.

**9. FORCE MAJESURE**

This purchase 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 beyond 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.

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**10. PERIODIC MAINTENANCE**

If applicable, the equipment/hardware components should be subjected to scheduled maintenance as per the OEM Manual supplied along through the authorized service provider of the respective equipment/ machinery manufacturer for the region shall be arranged by the successful bidder. The service requirements of the equipment shall be addressed by the supplier upon intimation to the 'Purchaser' on time. The warranty shall be applicable subject to the maintenance of machinery by the respective authorized technician only.

**11. SERVICE TAX**

Goods & Service 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 site shall be installed and commissioned within the time limit.

**13. ELECTRICAL POWER**

Electrical Power if necessary for the completion of installation work of components at site shall be arranged by the 'College'.

**ITEM FINANCIAL PROPOSAL**

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

**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:** .....

**Terms with regard to Guarantee & Warranty if any:** .....

(attach separate page if necessary)

Date:...../...../2025

Name &

Signature of Tenderer

{Seal/Rubber Stamp of the firm}

