

**DEPARTMENT OF COMPUTER SCIENCE  
COCHIN UNIVERSITY OF SCIENCE & TECHNOLOGY  
KOCHI – 682022.**

**TENDER FORM**

From ..... Date of Tender Notice: **05.04.2019**  
 ..... Tender No : **DCS/MSN/SMNRI/WS/2019**  
 ..... Due on : **26.04.2019 at 4.00 PM**  
 ..... Date of opening : **29.04.2019 at 11.00 AM**

To

Dr. Madhu S. Nair  
 Principal Investigator, SMNRI Project  
 Department of Computer Science  
 Cochin University of Science & Technology  
 Kochi –682022.

Tenderer's Ref. No. :  
 Date :

Sir,

I/We hereby offer to supply the stores detailed herewith/below at the price hereunder quoted and agree to hold this tender form open till ..... I/We shall be bound to supply the stores hereby offered on receipt of the Purchase Order communicating the acceptance thereof on or before the expiry of the last mentioned date. You are at liberty to accept any one or more of the items of stores tendered for or any portion of any one or more of items of such stores. Notwithstanding that the offer in this tender has not been accepted in whole, we shall be bound to supply to you such items and such portion or portions or more of the items as may be specified in the said Purchase Order communicating the acceptance.

Sl. No.	Description #	Quantity	RATE			Delivery Terms
			Unit	Rs.	Ps.	

# Details can be attached in separate sheets, if required.

Date of Delivery .....

We have understood the terms and conditions of the contract and the instructions to tenderers annexed to the invitation to tender and have thoroughly examined the specifications/drawing and/or pattern quoted or preferred to herein and are fully aware of the nature of stores required. Our offer is to supply the stores strictly in accordance with the requirements subject to the terms and conditions contained in the purchase order communicating the acceptance of this tender either in whole or in part.

**ANNEXURE**

**Agreement**

Articles of agreement executed on this the ..... day of ..... Two Thousand and ..... BETWEEN the Registrar of Cochin University of Science & Technology (hereinafter referred to as “the University”) of the one par 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..... dated ..... the bounden has submitted to the University a tender for the ..... Specified therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the University 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 University.

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 University and the contract for ..... is awarded to the bounden, the bounden shall within ..... days of acceptance of his tender execute an agreement with the University incorporating all the terms and conditions under which the University accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the University shall have power and authority to recover from the bounden any loss or damage caused to the University by such breach as may be determined by the University 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 University under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions 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 University may deem fit.

In witness whereof Shri..... (H.E. name and designation) for and on behalf of the Registrar of Cochin University of Science & Technology and Shri ..... the bounden have hereunto set their hands the day and year shown against their respective signature.

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

In the presence of witnesses:

1. ....

2. ....

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

In the presence of witnesses:

1. ....

2. ....

**Letter of Tender**

From

.....  
.....  
.....

To

Dr. Madhu S. Nair  
Principal Investigator  
SMNRI Project  
Department of Computer Science  
Cochin University of Science & Technology  
Kochi -682022.

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 University, at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule.

Yours sincerely,

Signature .....

Address .....

.....  
.....

Date: .....

## **TENDER TERMS**

Sealed Tenders are invited for the supply and installation of **High-End Desktop Workstation** as specified in the schedule below/attached:

1. The Tenders should be addressed to the officer mentioned below in a sealed cover with the tender no. and name duly super scribed on the cover. Tenders should be sent by registered or speed post only. Tenders sent by courier service will not be accepted and will be summarily rejected. Tenders will not be accepted by personal delivery.
2. Price quoted should be on the basis of delivery at site. The Purchaser will not pay separately for transit insurance. The transit being exclusively of the contractor and the purchaser shall pay only for such stores as are actually received in good condition in accordance with the contract.
3. Quotation should be valid for at least 90 days from the date of opening of the tender.
4. The time for and the date of delivery of the stores stipulated in the Purchase Order shall deemed to the essence of the contract and delivery must be completed not later than the date specified therein, failure to do so, without adequate justification may involve cancellation of the contract at the discretion of the Purchaser.
5. (a) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two units must be furnished.  
(b) Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. When there is difference between the amount quoted in words and figures amount quoted in words shall prevail.
- 6. The purchaser reserves the right to accept or reject any quotation fully or partly without assigning any reasons.**
7. Payment terms are full payment within 30 days from the date of receipt, installation and commissioning of the equipment. Our Bankers are State Bank of Travancore, Cochin University Campus Branch, Kochi – 682022.
8. Late/Delayed Tenders will not be considered.
9. Where counter terms and conditions/printed or cyclostyled conditions of sale have been offered by the tenderers, the same shall not be deemed to have been accepted by the purchaser unless the purchaser's specific written acceptance thereof is obtained.
10. Specifications: Stores offered should strictly conform to our specifications. Deviations, if any, shall be clearly indicated by the tenderer in their quotation. The tenderer should also indicate the Make/Type number of the stores offered and provided catalogues technical literature and samples wherever necessary along with the quotations Test certificate wherever necessary should be forwarded along with supplies whenever options are called for in our specifications, the tenderer should address all such options, wherever specifically mentioned by us the tenderer could suggest changes to specifications with appropriate response for the same even in such case, the tenderer should state why he cannot meet our specification and why he is suggesting the change.

- 11. Warranty: The stores offered should be warrantee for a minimum period of 3 years against defective stores design, operation or manufacture from the date of installation and commissioning. An installation / commissioning report should be submitted by the Contractor. For defects noticed during the warrantee period, replacement/rectification should be arranged free of cost within a reasonable period of such notification.**
12. The Contractor shall at all times indemnify the purchaser against all claims which may be in respect of the stores for infringement of any right protected by Patent. Registration or design or lands mark and shall take all risks of accidents or damage. Which may cause a failure of the supply from whatever causes arising and the entire responsibility for the sufficiency of all means used by him for the fulfillment of the contract.
13. Arbitration in the event of any question, dispute or difference arising under these conditions or any condition contained in the purchase order or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to the sole arbitration of the Head of the Purchase Office or some other person appointed by him. There will be no objection that the arbitrator is a Government Servant that he had to deal with matter which the contract relates or that in the course of his duties as Government Servant has expressed views on all or any of the matters in disputes or difference. The award of the arbitrator shall be final and binding on the parties of this contract. It is a term, of the contract.
- (a) If the arbitrator be the Head of the Purchase Office:
- i) In the event of his being transferred or vacating his Office by resignation or otherwise. It shall be lawful or his successor in office either to proceed with the reference himself for to appoint another person as arbitrator or ;
- ii) In the event of his being unwilling or unable to act for any reason it shall be lawful for the Head of the Purchase Office to appoint another person as arbitrator or;
- (b) If the arbitrator being a person appointed by the Head of the Purchase Office:  
In the event of his denying or neglecting or refusing to act, or resigning or being unable to act, for any reason, shall be lawful for the Head of the Purchase Office either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator subject as aforesaid, the Arbitration Act 1940 and the Rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under the clause. The Arbitrator shall have the power to extend with the consent of the Purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as the Purchaser in his absolute discretion may determine work under the contract shall if reasonably possible continue during Arbitration Proceedings.
14. Successful Tenderer will have to furnish in the form of a Bank Guarantee or any other form as called for by the Purchaser towards adequate security for the materials/property provided by the Purchaser for the due execution of the Contract.
15. Packing and Forwarding: The Contractor will be held responsible or the stores being sufficiently and properly packed for transport by rail, road; and or air to withstand transit hazards and ensure safe arrival at the destination. The packing and making of packages shall be done by end at the expense of the Contractor.

16. "The Purchaser reserves the option to give price preference to the offers from Public Sector units and/or Small Scale/Cottage Industries/Units over those from other units, in accordance with the policies of the Government from time to time"
17. The Tenderer should show the Sales Tax Registration No. and the Income Tax No. in the tender failing which quotations are liable to be rejected.
18. The quotation with price variation clause and/or "subject to prior sale" conditions is liable to be rejected.
19. The confirmation of supply order is decided not only on lowest rate but also on quality of item for the scheme/project to which it is being procure.
20. The Rules of the store purchase manual of the state will be applicable to these tender and further proceedings.
21. The university is exempted from the payment of Excise /customs duty for the purchase of equipments for research purpose. Necessary certificate will be provided for availing exemption. If the duty is Nil, 'NIL' certificate should be mentioned in the tender.

The Department of Revenue, Ministry of Finance, Government of India, vide notification No.45/2017 Central Tax (Rate) dated 14/11/2017. Exempted the following goods from the GST leviable there on under section 9 of the Act to a concessional rate of **5% (2.5% CGST and 2.5% SGST)** subject to the conditions specified there in

(a) Scientific and technical instruments, apparatus, equipment (including computers).

(b) Accessories, parts, consumables and live animals (experimental purpose).

(c) Computer software, Compact Disc-Read only Memory (CD-ROM), recorded magnetic tapes, microfilms, microfiches.

(d) Prototypes, the aggregate value of prototypes received by an institution does not exceed fifty thousand rupees in financial year

Being the good is required for the use of research purpose only, this exemption is available to the University on being registered with Department of Scientific and Industrial Research (Reg. No. TU/V/RG-CDE(495)/2015 dated 08/09/2015 valid up to 31/08/2020.

Exemption Certificate signed by the Registrar will be send along with the Purchase Order.

\*\*\*\*\*