



UNION CHRISTIAN COLLEGE

(Affiliated to Mahatma Gandhi University, Kottayam)
Accredited with 'A' Grade by National Assessment
and Accreditation Council (NAAC)

Post Box: 5
Aluva- 683 102
Kerala
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609194, 604003
Email:
principal@uccollege.edu.in

UCC/ Netwk/ 2021 dated 10.02.2021

Tender Notice

Competitive tenders are invited from reputed and authorized firms with a track record, for the supply of components, and extension of the existing Campus Area Network to locations such as faculty rooms, class rooms etc. inside the College campus, and installation of the network (total outlay: approx. Rs.10,00,000/-). The detailed tender document with schedule of work/ components can either be obtained from the College Office on all working days or downloaded from the college website (www.uccollege.edu.in/tenders) from 10.02.2021 to 22.02.2021 against payment of Rs. 1500/- (plus GST Rs. 270 /-) in cash or by DD favoring the 'Principal, U. C. College', payable at 'Aluva'. Sealed tenders with all the necessary documents should reach the undersigned on or before 2.00 p.m. on 23.02.2021. The tenders will be opened on the same day at 3.00 p.m. The college reserves the right to accept or reject any or all the tenders from any or all parties without assigning any reasons.

The tender document should contain the following:

1. Tender form duly filled in, with all technical details
2. Cost of the Tender form (if using a tender form downloaded from the website)
3. EMD at the rate of 1% of the total value of the tendered amount
4. An agreement in Kerala Government Stamp Paper worth Rs. 200/-, duly signed-in by the bidder
5. Manufacturer's Authorization Form, if any
6. List of previous installations in Kerala

Principal

10.02.2021

Dr. Rachel Reena Philip
Principal/Drawing & Disbursing Officer
Union Christian College, Aluva



FORM OF TENDER

(UCC/ Netwk/ 2021 dated 10.02.2021 for “ Extension of the Campus Area Networking”)

From

To

The Principal
Union Christian College
U. C. College P. O., Aluva – 683 102 Kerala

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 part thereof, 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 ` (Rupees only) as earnest money.

Yours faithfully

Signature

Address.....

Date:

*(To be scored in cases where no earnest money deposit is furnished)

(General Conditions appended)

AGREEMENT

Articles of agreement executed on this the day of
..... between the Union Christian College (hereinafter referred to as “the college”) of the one part and Shri/Smt.....
..... (here enter the name and address of the tenderer) (hereinafter referred to as “the bounden”) of the other part.

WHEREAS in response to the Notification No. UCC/ Netwk/ 2021 dated 10.02.2021 the bounden has submitted to the college a tender for **the Extension of the Campus Area Networking** specification therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the College a sum of as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the college.

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 college and the contract for **the Extension of the Campus Area Networking** is awarded to the bounden, the bounden shall within **10** days of acceptance of his tender execute an agreement with the college incorporating all the terms and conditions under which the college accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the College shall have power and authority to recover from the bounden any loss or damage caused to the college by such breach as may be determined by the College 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 college 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 College may deem fit.

In witness whereof Shri/ Smt (here enter the name and designation) for and on behalf of the college and Shri/ Smt.. on behalf of the Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Mr./ Ms. (date)
In the presence of witnesses:

1.

2.

Signed by Mr./ Ms. (date)

In the presence of witnesses:

1.

2.

GENERAL CONDITIONS

Sealed tenders are invited for the supply of the materials as specified in the schedule below/attached.²

1. The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly superscribed 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 price which is also noted below. Duplicate copies of tender forms will also be issued at the rate of 50% of the cost of the original. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only 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 variation clause and/or 'subject to prior sale' condition are liable to be rejected.
4. (a) Every tenderer who has not registered his name with the state Government (Stores Purchase Department), should send along with his tender, an earnest money of one per cent of the total cost of the articles tendered for (rounded to the nearest rupee) subject to a minimum of Rs. 1500/-, if the amount calculated at one per cent of the value of the articles tendered for falls below Rs. 1500/-. The amount may be paid either by remittance into any Government Treasury in chalans in duplicate, duly countersigned by the officer mentioned below or by Demand Drafts (crossed) on the local branch of State Bank of India drawn in favour of the officer mentioned below. In the case of remittance into the treasury, chalan receipt should be forwarded along with the tender. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned within a period of one month 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 fulfillment of the contract.

(b) Tenderers whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in every tender they submit the registration number assigned to them by the Stores Purchase Department.

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

5. 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 College think fit.
6. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
7. (a) The tenderer 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 College 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.
8. The final acceptance of the tenders rests entirely with the College who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
9. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
10. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment 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 charges 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 his tender deposit a sum equivalent to 5% of the value of the contract as security for the satisfactory fulfillment 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 or in Government Treasury Savings Bank and the Pass Book pledged to Purchasing Officer or in Fixed Deposit Receipts of State Bank of India endorsed in favour of the above officer. Letters of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of the College. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to The College and contract arranged elsewhere at the defaulter's risk and any loss incurred by the College on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.

(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, be purchased by means of another tender/ quotation or by negotiation or 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 the College towards damages be recovered from the defaulting tenderer.

(c) Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

(d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

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 college and the contractor, the college shall be entitled to deduct out of the deposits or 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 college to 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 guarantee period. If the Security is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor. Interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Security Deposit.

13. (a) All payments to the contractors will be made by the Purchasing Officer in due course:-

(i) by cheques or drafts or by NEFT/ RTGS on the State Bank of India or any other bank where the college has an account in Kerala.

(ii) In the case of supplies from abroad by drafts as may be, arranged between the contracting parties.

(b) All incidental expenses incurred by the College for making payments outside the district in which the claim arises shall be borne by the contractor.

14. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.

15. Ordinarily payments will be made only after the supplies are actually verified and taken to stock but in exceptional cases, payments against satisfactory shipping documents including certificates of Insurance will be made up to 90 percent of the value of the materials at the discretion of College. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through banks.

16. The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

17. (a) 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 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, the contract shall, thereupon, after notice given by the purchasing Officer to the contractor, be determined and the College may complete the contract in such time and manner and by such persons as the College shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the College against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to the College by any breach of contract by the contractor shall be paid by the contractor to the college, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

(b) The persons/contractors submitting tenders should produce a solvency certificate, clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside along with their tenders.

18. (a) In case the contractor fails to supply and deliver 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 on his part to be observed and performed, then and in any such case, it shall be lawful for the College (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the College by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the College 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 money shall then or any time during the continuance of this contract be payable by the contractor to the College under and by virtue of this contract. it shall be lawful for the College from and out of any moneys for the time being payable or owing to the contractor from the College under or by virtue of this contract or otherwise to pay and reimburse to the College 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 as 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 proceeding relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing Officer voluntarily resides.

19. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or the College or any other person authorized by the College and set off against any claim of the Purchasing Officer or the College for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing Officer or the College or any other person authorized by the College. Any sum of money due and payable to the successful tenderer or contractor from the College shall be adjusted against any sum of money due to the College from him under any other contracts.
20. Every notice hereby required or authorized to be given may be either given to the contractor 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.
21. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.
22. (a) No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if the College is convinced of any compelling need for enhancement of rate, it may do so.

(b) In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the College.
23. Any attempt on the part of the tenderers or their agents to influence the college in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.
24. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the even of default in supplies or failure to supply within the stipulated period.

25. 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.
26. (a) The prices quoted should be inclusive of all taxes, duties cess 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.
27. The tenderer will invariably furnish the following certificate with their bills for payment:-
- “Certified that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act or States Sales Tax Act or the Rules made thereunder and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made thereunder. Certified further that we (or our Branch or agent) Address)..... are registered as dealers in the State of under Registration No. for purposes of sales tax.”
28. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
29. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value of Rs. 200/- purchased in the Kerala State. A specimen form of agreement is also given in this Annexure. Tenders without the agreement in stamped paper will be rejected outright. But in deserving cases where agreement has not been received, the purchasing officer may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the Purchasing Officer is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.
30. The college reserves the right to accept or reject any or all the tenders from any or all parties without assigning any reasons.

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Superscription of sealed tenders:- Tender No. “UCC/ Netwk/ 2021 dated 10.02.2021 for “ Extension of the Campus Area Networking ”	
Due date and time for receipt of tender	Date: 23.02.2021 Time: before 2.00 p.m.
Date and time for opening of tender	Date: 23.02.2021 Time: 3.00 p.m.

Date upto which the rates are to be firm	23.05.2021
Price of tender form	Rs. 1500/- (plus GST Rs. 270/-)
Price of duplicate copy	Rs. 1500/- (plus GST Rs. 270/-)
EMD	1% of the tender value with a minimum of Rs. 1500/-
Place of delivery of equipments	U. C. College campus
Date of completion of the installation	30.03.2021
Address of Officer from whom tender forms are to be obtained and to whom tenders are to be sent:	The Principal, U. C. College, U. C. College P. O., Aluva – 683 102 Kerala

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Name of Office:



Station and date:

Principal, U. C. College
Aluva, 10.02.2021

Reena Philip
Principal/Drawing & Disbursing Officer
Union Christian College, Aluva