

ETENDER UPLOADING PROCEDURES

Steps to be followed in preparing files for uploading Etender:

- I.** There are **6** files which are mandatory for uploading Etender.
 1. Notice inviting tender (NIT) - PDF format.
 2. Tender document –PDF format.
 3. Agreement form – PDF format.
 4. E_payment form – PDF format.
 5. Bill of quantity (BOQ) – Excel format.
 6. Etender data sheet – Word /PDF format.

1. NIT (Notice inviting tender) – PDF Format

The file NIT (Notice Inviting Tender) is the first file to upload which contains only a general description about the tender. Sample format is given in Appendix A.

2. Tender Form / Tender document – PDF Format

This file contains the complete details of the tender . The format of the tender shall be the format for Global/Open/Limited tenders prepared by departments according to the nature of tender. This file has to be submitted in PDF format. Sample format is given in Appendix A.

3. Preliminary Agreement / Form of agreement – PDF Format

This file can be prepared by department itself according to the nature of tender. The amount of rupees for the stamp paper which has to be submitted by the awarded bidder has to be specified as per purchase rules. Sample format is given in Appendix A.

4. E Payment form – PDF Format

This file is common to all tenders.

5. BOQ (Bill of quantities) - Excel Format

This file is used for entering the financial details by the bidders. It should contain all items for which amounts are to be quoted for financial evaluation.

For creating BOQ file follow the steps given below.

1. Visit the site 'etenders.kerala.gov.in'. From the site select 'Downloads'.
2. According to the nature of tender, select appropriate BOQ file and download.
3. The downloaded BOQ file in Excel format can be edited according to the tender requirements.
4. The downloaded file will be a protected file. To unprotect go to review in taskbar, select unprotect. A window asking password will appear. Here give "testing" as password. Then the file will be unprotected and now it will be able to edit.
5. During editing the BOQ file, only the rows can be edited and unwanted rows can be deleted.
6. Do not edit or delete the columns in the BOQ file.
7. The serial numbers have to be given properly.
8. After entering all details in BOQ file, verify the file and protect it, then save.
9. For global tender BOQ multicurrency file has to be selected.
 1. Download multicurrency BOQ from etendes site
 2. Unprotect the BOQ by giving password as 'testing' in Review tab.
 3. There will be 2 sheets in the BOQ file. First delete BoQ1. And then rename BoQ2 as BoQ1. Now only one sheet will be there in the BoQ file.
 4. Enter the required data in each row and validate.
 5. If no error comes save the file after protecting the sheet.
10. If the file downloaded from the site do not work, please contact the helpdesk given in the site "etenders.kerala.gov.in"

6. E tender Data sheet - Word /PDF format

A Tender work input form has to be submitted in word format which contains complete details of the tender. A sample work input form is attached Appendix A.

II. Critical Dates:

1. Tender publishing date and submission start date can be same.
2. Tender closing date: Minimum 7 days should be given from tender publishing date.
3. Tender opening date: After 3 to 5 working days from closing date.
4. Clarification and pre bid meeting dates can be in between publishing date and closing date.

III. OID- Other Important Documents.

Depending on the nature of the tender departments can select the items from the OID list given below which has to be submitted by the bidder along with the tender document.

Other Important Documents

SNo	Category	Sub Category	Sub Category Description	Format/File	Select
1	Certificate Details	Affidavit regarding correctness of bid	Required in tender document in bidder file 1		<input type="checkbox"/>
		Affidavit regarding No Near Relative working in department	Affidavit regarding No Near Relative working in department		<input type="checkbox"/>
		Bidders Address Format	Bidders Address Format		<input type="checkbox"/>
		Character Certificate	Character Certificate		<input type="checkbox"/>
		Excise registration Number	Excise registration Number		<input type="checkbox"/>
		Income Tax Certificate	Income Tax Certificate		<input type="checkbox"/>
		Labour License	Labour License		<input type="checkbox"/>
		Partnership Deed	Partnership Deed		<input type="checkbox"/>
		Permanent Account Number	Permanent Account Number		<input type="checkbox"/>
		Power of Attorney	Power of Attorney		<input type="checkbox"/>
		Registration Certificate	Registration Certificate		<input type="checkbox"/>
		Service tax registration No	Service tax registration No		<input type="checkbox"/>
	Financial Details	Access of Credit Facility issued by Bankers	Required in tender document in bidder file 1		<input type="checkbox"/>
		Annual Turn over certificates from CA	Annual Turn over certificates from CA		<input type="checkbox"/>
		Annual Turn Over Details	Annual Turn Over Details		<input type="checkbox"/>
		Bankers Details	Bankers Details		<input type="checkbox"/>
		Payment Certificates	Certificates pertaining to only eligible year for bid capacity, no tds certificates acceptable, those for which turnover uploaded for Civil Works only		<input type="checkbox"/>
		P/ L and Balance Sheet 2006-2007	P/ L and Balance Sheet 2006-2007		<input type="checkbox"/>
		P/ L and Balance Sheet 2007-2008	P/ L and Balance Sheet 2007-2008		<input type="checkbox"/>
		P/ L and Balance Sheet 2008-2009	P/ L and Balance Sheet 2008-2009		<input type="checkbox"/>
		P/ L and Balance Sheet 2009-2010	P/ L and Balance Sheet 2009-2010		<input type="checkbox"/>
		P/L and Balance Sheet 2010-2011 P/L and Balance Sheet 2010-2011	P/L and Balance Sheet 2010-2011 P/L and Balance Sheet 2010-2011		<input type="checkbox"/>
		P/L and Balance Sheet 2011-2012	P/L and Balance Sheet 2011-2012		<input type="checkbox"/>
		P/L and Balance Sheet 2012-2013	P/L and Balance Sheet 2012-2013		<input type="checkbox"/>

	P/L and Balance Sheet 2013-2014	P/L and Balance Sheet 2013-2014	<input type="checkbox"/>
	P/L and Balance Sheet 2014-2015	P/L and Balance Sheet 2014-2015	<input type="checkbox"/>
	P/L and Balance Sheet 2015-2016	P/L and Balance Sheet 2015-2016	<input type="checkbox"/>
	P/L and Balance Sheet 2016-2017	P/L and Balance Sheet 2016-2017	<input type="checkbox"/>
	P/L and Balance Sheet 2017-2018	P/L and Balance Sheet 2017-2018	<input type="checkbox"/>
	P/L and Balance Sheet 2018-2019	P/L and Balance Sheet 2018-2019	<input type="checkbox"/>
	P/L and Balance Sheet 2019-2020	P/L and Balance Sheet 2019-2020	<input type="checkbox"/>
	P/L and Balance Sheet 2020-2021	P/L and Balance Sheet 2020-2021	<input type="checkbox"/>
	Undertaking affidavit of bidder to invest minimum cash	Required in tender document in bidder file 1	<input type="checkbox"/>
3 Litigation Details	Litigation Details	Litigation Details	<input type="checkbox"/>
4 Machinery Details	Machinery Details	Machinery Details	<input type="checkbox"/>
5 Man Power Details	Machinery Details 1	Machinery Details 1	<input type="checkbox"/>
	Machinery Lease/Hire agreement copy	Machinery Lease/Hire agreement copy	<input type="checkbox"/>
	Affidavit Details	Affidavit Details	<input type="checkbox"/>
	Details of Technical Manpower Details	Details of Technical Manpower Details	<input type="checkbox"/>
6 Miscellaneous	Details of Technical Manpower-Other Schemes Details	Details of Technical Manpower-Other Schemes Details	<input type="checkbox"/>
	Company profile	Company profile	<input type="checkbox"/>
	Laboratory Equipment Details	Laboratory Equipment Details	<input type="checkbox"/>
	Miscellaneous Docs	Miscellaneous Docs	<input type="checkbox"/>
	Tender documents	Tender documents	<input type="checkbox"/>
7 Work Details	Work Completed Certificate Copies	Work Completed Certificate Copies	<input type="checkbox"/>
	Existing Commitments Details	Existing Commitments Details	<input type="checkbox"/>
	Existing Work Order Commitment	Ongoing Work Order Details with percentage of work completed	<input type="checkbox"/>
	Principle place of Business	Proposed Subcontractors Details	<input type="checkbox"/>
	Quantity of Work Done Details	Quantity of Work Done Details	<input type="checkbox"/>
	Works Completed Details	Works Completed Details	<input type="checkbox"/>

IV. Modification or Cancellation of uploaded tenders:

- a). A file in 'pdf' format has to be submitted through etender@cusat.ac.in showing the reason along with tender id which will be uploaded as corrigendum.
- b). Corrigendum for Date extension and Retender has to be submitted before Tender opening date.

NOTE:

1. Depending on the nature of tender, additional documents such as drawing, Specifications, Schedule, documentation etc. can also be submitted as 'pdf' file. in addition to the files mentioned above.
2. All files with respect to uploading etender should send to etender@cusat.ac.in . **Pen drives are not allowed.**
3. Concerned departments has to take necessary steps to publish tenders in newspapers through Dept. of Public Relations as per the university rules. Along with the matter the site address 'etenders.kerala.gov.in ' should also be mentioned for tender reference.
4. The same tender can also be viewed from university website 'www.cusat.ac.in'.
5. Kindly submit request for uploading tenders at Planning B Section before 3 working days from the date of publishing the tender.
6. After uploading the tender kindly note down the **tender id** for future references.

Appendix A.

Example 1: Notice inviting tender (NIT)

e-Government Procurement (e-GP) NOTICE INVITING TENDER

Tender Ref. No:

The Cochin University of Science and Technology, Kochi 682022, Kerala, India, invites online bids for the supply of.....' as per the given specifications for the Department of <NAME OF DEPT> , CUSAT.

1	Name of work / Item to purchase	
2	Estimate Amount	In Rupees
3	Earnest Money Deposit (EMD)	In Rupees (Rounded)
4	Tender Submission Fee	In Rupees (Rounded inclusive of GST and all)
5	Period of completion	In days
6	Calendar completion	In days
7	Classification of Bidder	A /B /C I /II /III
8	Tender documents	Notice inviting tender, Tender form, BOQ, Agreement form, E-payment form
9	Tender publishing date	
10	Tender submission start date	
11	Last date and time of submission	Minimum 7 days from Submission date
11	Date and time of Opening of Tender	After 2 or 3 working days from closing date.

Tender documents and tender schedule may be downloaded free of cost from the e-GP Website www.etenders.kerala.gov.in. A bid submission fee of ` In Rupees (Rounded inclusive of GST and all) and EMD of ` In Rupees (Rounded) should be remitted online.

All bid/ tender documents are to be submitted online only and in the designated cover/ envelope on the e-GP website. Technical bid and financial bid shall be submitted in the designated online cover. Tenders/bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained. Late tenders will not be accepted.

The bids shall be opened online at the office of the Registrar, Cochin University of Science and Technology in the presence of the Bidders / their representatives who wish to attend at the above address. If the tender opening date happens to be on holiday or non-working day due to any valid reason, the tender opening process will be done on the next working day at same time and place.

Cochin University of Science and Technology will not be responsible for any error like missing of scheduled data while uploading/downloading by the Bidder.

(For and on-behalf of Cochin University of Science and Technology)

SD/-

Head

Department

Date : Cochin University of Science & Technology

Place : Kochi – 22

Example I1: Tender Form / Tender document – PDF Format

NAME OF DEPARTMENT

COCHIN UNIVERSITY OF SCIENCE & TECHNOLOGY

KOCHI – 682022, KERALA, INDIA.

Phone:

E-mail:

TENDER REF. No. :

**TENDER DOCUMENT FOR THE SUPPLY OF 'DESKTOP COMPUTER WITH 8th GENERATION CORE i7-8700
PROCESSOR (15 Nos)**

FORM OF TENDER

From

To

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.

*I/We am/are remitting/have separately remitted the required amount of
Rs.....(Rupeesonly) as earnest money.

Yours faithfully,

Signature.....

Date:

Address

BID FORM

1	Registered name of bidder	
2	Address	

3	Telephone	<p>Land line Phone:</p> <p>Mobile:</p> <p>E-mail:</p> <p>Fax:</p>

INVITATION TO BID

The Cochin University of Science and Technology, Kochi-682022, Kerala, India, invites e-tender from reputed manufacturers/suppliers for the supply of '**DESKTOP COMPUTER WITH 8th GENERATION INTEL CORE i7-8700 PROCESSOR** for the Department of Computer Applications, CUSAT.

1. The bid shall be submitted along with technical specification and price details. The bidder should submit the technical bid and financial bid separately.
2. Detailed terms and conditions as well as technical specifications are contained in the bidding document of the above work which is uploaded in the Kerala Government e-portal www.etenders.kerala.gov.in

- a.** Tender reference number : DCA/12/2019-20 dated 28.10.2019
- b.** Estimated cost : ` 12,00,000/-
- c.** Tender downloads : Can be downloaded from the website
www.etenders.kerala.gov.in
- d.** EMD : `12000/- (as NEFT transaction)
- e.** Cost of tender form including GST : ` 1890/- (1800/- + 5% GST) (as NEFT transaction)
- f.** Documents publish date : 01-11-2019, 10.00 am
- g.** Documents download start date : 01-11-2019, 10.00 am
- h.** Documents download end date : 20-11-2019 ,05.00 pm
- i.** Bid submission start date : 01-11-2019, 10.00 am
- j.** Bid submission closing date : 20-11-2019, 05.00 pm
- k.** Bid opening date : 27-11-2019, 12.00 noon
- l.** Time of supply : 90 days from the date of receipt of supply order
- m.** Bid validity : 180 days

Sd/-

Kochi- 682022

HEAD, DEPT. OF COMPUTER APPLICATIONS

Date - 28.10.2019

CUSAT

GENERAL TERMS AND CONDITIONS

The Cochin University of Science and Technology, Kochi-682022, Kerala, India, invites e-tender from reputed **manufacturers/suppliers** for the supply of '**DESKTOP COMPUTER WITH 8th GENERATION CORE i7-8700 PROCESSOR (15 Nos)**' for the Department of Computer Applications, CUSAT. The items quoted should conform to the specification mentioned. **Part Tenders will not be accepted.** Part Tenders will be summarily rejected. **The offer will be subjected to the following terms and conditions:**

1. **The tender amount should be inclusive of all Taxes, transportation, Supply and Installation & Support charges at our site.** Cochin University of Science and Technology is eligible for ***GST exemption as per Notification No. 45/2017 Central Tax (Rate) dated 14/11/2017.** Necessary documents for **GST exemption will be provided along with the Purchase Order.**
2. The tenders should be addressed to the officer mentioned below by online only through the site **www.etenders.kerala.gov.in**. Tenders will not be accepted by post.
3. The tenders should be in the prescribed form which can be downloaded from site **www.etenders.kerala.gov.in**.

The tender fee should be submitted online. The tender form without prescribed tender fee will be summarily rejected. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected.

4. Intending tenderers should send their tenders so as to reach the Officer mentioned, 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. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
5. Bidder should be a leading name in the field of deployment and maintaining Computers with 5 years of experience in similar work in Educational and R&D Institutions. Preference will be given to the bidders who have completed more number of installation in Kerala. Purchase Order as old as 2 years must be submitted.
6. The bidders should submit the technical and financial bid separately.

7. The bidder shall provide the Registration number of the firm and the PAN Number allotted by the concerned authorities. Bidder should be financially sound to execute the order.

8. (a) The bidder must have experience of supplying 5 orders of Desktop Computers in education or R&D institutes. PO Copies and completion certificate must be attached. Contact details of the concerned person of institutions where installation have been made by the bidder should also be enclosed.

(b) The bidder must be ISO Certified firm having ISO9001, ISO14001 and BSOHSAS 18001 certified facilities for the supply and installation.

9. If the bidder is an authorized partner or service provider of an OEM, an OEM authorization letter must be submitted.

10. (a) Every tenderer who has not registered his name with the state Government (Stores Purchase Department)/University should send along with his tender, **an earnest money deposit of `12000/- (Rupees Twelve Thousand only)**. The amount should be paid through State Bank of India, under NEFT transaction. Other mode of payment 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 Earnest Money Deposit of the successful tenderer is not refunded within three months of finalization of the contract interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Earnest Money Deposit". **Tenders without Earnest Money Deposit will be summarily rejected.**

(b) Tenders 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 registration number, assigned to them by the Stores Purchase Department.**

(c) (i) Micro, Small & Medium Enterprises and Cottage Industries and Industrial co-operatives within the State which are certified as such by the Director of Industries and commerce or by the Regional joint Directors of Industries and Commerce will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. The Khadi and village Industries Co-operative Societies and the institutions registered under the Literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within that State which are certified as such by the Secretary, Kerala Khadi

Village Industries Board will be exempted from furnishing earnest money deposits in support of tenders Public Sector Industries which manufacture and supply stores will also be exempted from furnishing earnest money for tenders submitted by them.

(ii) Micro and Small Enterprises and Industrial Co-operatives within the State which have been registered as such with the Industries Department (Department under the control of the director of Industries and Commerce) on furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that an officer of and above the rank of Deputy Director of Industries and commerce having jurisdiction over the area also certifies to the soundness and reliability of the concerns to undertake the contracts. The Khadi and Village Industries Co-operative Societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the institutions registered under the Literary, Scientific and Charitable Societies Act and which are financed by the Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that the Secretary, Kerala Khadi and Village Industries Board also certifies to the soundness and reliability of the concerns to undertake the contracts. Government Institutions or any Institutions listed in Annexure 16 which supplies stores, and Government of India Undertaking will also be exempted from furnishing security in respect of contracts for supply of stores.

(d) In the matter of purchase of stores by the State Government Departments, Small Scale Industrial Units sponsored by the National Small Scale Industries Corporation Limited, New Delhi and in respect of which competency certificates are issued by the Corporation will be exempted from payment of Earnest Money Deposits and Security Deposits.

(e) The exemption stipulated in clauses (b), (c) and (d) above will not however, apply to tenders for the supply of raw materials or dietary articles or stores on rate or running contract basis.

11. 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.
12. 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 Government or such action taken against him as Government think fit.
13. Tenders shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.

14. (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) Tenders 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. University 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.
15. The final acceptance of the tenders rests entirely with the University 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.
16. 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.
17. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement in the stamp paper of Govt of kerala . For the due fulfilment 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 below.
18. (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 per cent of the value of the contract as security for the satisfactory fulfilment of the contract** less the amount of money deposited by him along with his tender. The amount of security may be deposited in the form of Bank Guarantee from a commercial Bank. If the successful tenderer faults to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to University and contract arranged elsewhere at the defaulter's risk and any loss incurred by University 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 of from the next higher tenderer who had offered to supply already and the loss, if any, caused to the University shall

thereby together with such sums as may be fixed by the University 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.

19. 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 Department concerned and the contractor, the Department 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 university to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor.

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

(i) either by Departmental cheques payable at the Kerala Government Treasuries; or

(ii) on State Bank of India (at any of their Principal Branches in India).

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

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

21. **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.**

22. Payments will be made only after the supplies are actually verified and taken to stock.

23. 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.

24. (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 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 Department/University 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 therefore committed by the contractor. All expenses and damages caused to University by any breach of contract by the contractor shall be paid by the contractor to the University, 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, on demand clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside along with their tenders.

25. (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 University (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 University by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the University shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of 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 University under and by virtue of this contract, it shall be lawful for the University

from and out of any moneys for the time being payable or owing to the contractor from the University under or by virtue of this contract or otherwise to pay and reimburse to the University 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.

26. 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 University or any other person authorized by University and set off against any claim of the Purchasing Officer or University 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 University or any other person authorized by University. Any sum of money due and payable to the successful tenderer or contractor from University shall be adjusted against any sum of money due to University from him under any other contracts.

27. 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.

28. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.

(a) No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if University 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 purchasing Department of Government.

29. Any attempt on the part of the tenderers or their agents to influence the Department/Stores Purchase Department in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.
30. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.
31. Samples should be forwarded if called for and unapproved samples go back by the tenderers at their own cost. Samples sent by V.P. Post or 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so despatched as to reach the Purchasing Officer not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately and not along with the tender since the tender will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. Government will not be responsible if any samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.
32. The prices quoted should be inclusive of all taxes, duties cesses, 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.
33. The tenderer will invariably furnish the following certificate with their bills for payment:-
- "Certified that the goods on which GST has been charged have not been exempted under the GST Act or the Rules made thereunder and the charges on account of GST 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 for purposes of GST".
- 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.
34. The tenderer should send along with his tender an agreement executed online. A specimen form of agreement is also given in the site. Tenders without the agreement will be rejected outright. Agreement received from a tenderer after the above time limit will not be considered.

35. The bidder shall furnish, as part of its bid, documents establishing this eligibility to bid and its qualification to perform the contract if its bid is accepted. For the purpose of this, bidder shall meet the following qualification criteria as a minimum.

(a) The bidder should be in business as a manufacture/dealer of scientific machines.

(b) The bidder's annual financial turnover in the same name during the last two years shall not be less than the probable amount of contract as specified in the invitation of bid.

36. The bidders can submit the bid as a joint venture of two or more firms as partners and shall comply with following requirements.

(a) The bid, and in the case of successful bid the form of agreement, shall be signed so as to be legally binding on all the partners.

(b) One of the partners shall be nominated as being in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

(c) The partner in-charge shall be authorized to incur liabilities and receive instructions for an on behalf of any and all partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge.

(d) All the partners of the joint venture shall be liable jointly and severely for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the form of bid and the form of agreement (in case of the successful bid).

(e) A copy of the agreement/memorandum entered in to by the joint venture partners shall be submitted with the bid.

(f) Experience, resources, men and machinery of each party to the joint venture will be taken into only to extent of their participation for performing tasks under the joint venture agreement.

37. The documentary evidence of the Bidder's eligibility to bid shall be established to the Head, Department of Computer Applications, CUSAT, with satisfaction.

38. Price Basis: **The bidder shall quote their rates in the standard Indian currency BOQ provided indicating the breakup details.**

39. Validity: The offer should remain valid for acceptance for a period of **180 days** from the date of opening of bids.
40. Delivery: It shall be delivered at the following address within 90 days from the date of receipt of order. However, early delivery (less than 90 days) will be appreciated.

Head

Department of Computer Applications

Cochin University of Science & Technology

Kochi – 682 022

41. Guarantee: The supplier shall guarantee to repair/replace without any extra cost, the items supplied or part thereof, if found defective due to bad designing, workmanship or substandard materials, within **1825 days** from the date of commissioning. The entire expenditure towards replacement/repair in this regard shall be borne by the supplier.
42. Payment: After successful commissioning of the product.
43. Bid security: 5% of the total value should be submitted as performance security for a period of 1200 days from the date of commissioning for the fulfillment of the contract. An installation certificate should be submitted.
- 43.1 The Bidder shall furnish, as part of its bid, bid security for the amount as specified in the invitation for bid through **ONLINE NEFT TRANSACTION as indicated in the e-tender notice**.
- 43.2 The bid security is required to protect the Department of Computer Applications against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 43.3 The bid securities of the unsuccessful bidders shall be refunded as promptly as possible, but not later than 30 days after the expiry of the period of bid validity as prescribed in these documents through **ONLINE NEFT TRANSACTION**.
- 43.4 The successful Bidder's bid security will be discharged upon the Bidders Executing the contract and furnishing the performance security.
- 43.5 No interest shall be paid by Head, Department of Computer Applications on the bid security furnished by the bidder.
- 43.6 The bid security may be forfeited:

a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

b. In the case of successful Bidder, if the Bidder fails:

I. To sign the contract

II. To furnish performance security.

44. Agreement: The successful bidder has to execute an agreement within 15 days on receipt of the supply order.

45. Liquidated damage clause: In case the delivery of items is not made within the stipulated period, the supplier shall pay liquidated damage @ 1% (one percent) per week of the order value, subject to a maximum of 10% of the order value.

46. WARRANTY, DELIVERY, COMMISSIONING

Minimum **1825 days** onsite warranty from the date of commissioning. Give separate quote if any extension of warranty after manufacturer warranty. The product should be delivered within 90 days from the date of receipt of supply order. Shipping, Delivery, Loading and Unloading, Commissioning- all should be included in the quote. Installation certificate should be submitted.

46.1 The supplier should depute his service personnel **ON FREE OF CHARGE BASIS FOR COMMISSIONING** Desktop Computers at Department of Computer Applications, CUSAT, Kochi – 682022.

47. (a) Payment will be made through State Bank of India, CUSAT Campus Branch, Kochi-22 after receipt and installation of item. Advance payment will not be incurred.

(b) The purchase officer reserves the right to accept or reject any tender in full/part which does not satisfy the above terms and conditions.

(c) **A performance security of 5% of total value of the contract should be submitted for the fulfilment of the contract for a period of 1200 days from the date of installation.** The performance security can be submitted in the form, Bank Guarantee from scheduled banks in India, Fixed Deposit with lien in favour of Head, Department of Computer Applications, if applicable as per Store Purchase Manual 2013. In case of exemption from giving Performance Security, valid certificate along with necessary documents has to be produced along with the invoice.

48. The purchase procedures will be strictly in accordance with the terms and conditions laid down in Kerala Stores Purchase Manual 2013.

** GST leviable thereon 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) Prototype, 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 upto 31/08/2020.

49. Vide Circular No: Accts 1/A4/GST dated 25.09.2018, from 01.10.2018 onwards **GST TDS @2% (of total contractual value of those services availed or purchased made only that exceeds ` 2,50,000/-)** has to be deducted for making payments to outside agencies. Accordingly university will deduct 2% of TDS on GST of taxable value in the invoice of above 2,50,000/- at the time of release of payment.

TECHNICAL SPECIFICATION FOR DESKTOP COMPUTER WITH CORE

i7-8700 PROCESSOR

Detailed Instrument Specification

1.	Processor	Intel 8 th Generation Core i7-8700 processor with minimum clock speed of 3.2 GHz, 12MB Cache, 6 core or higher
2.	Chipset	Intel Q370
3.	Make & Model	Multinational brand Like Dell, Lenovo, HP etc (should quote the make & model)

4.	Motherboard	OEM Motherboard with OEM logo embossed on the motherboard(No sticker)
5.	Memory	16 GB DDR4 (2400 MHz) RAM expandable up to 32 GB
6.	Hard Disk Drive	1 TB HDD 7200 rpm SATA II(3Gb/s) or higher
7.	Graphics	Integrated HD Graphics 630 or higher
8.	Networking	Integrated Ethernet Gigabit LAN or higher Dual-band 1x1 802.11ac wireless with MU-MIMO + Bluetooth 4.1 or higher
9.	Ports	Minimum 10 USB ports(5 USB 3.1 gen 1, 4 USB 2.0, 1 USB Type C 3.1 Gen 2) out of which 4 USB ports should be in front for easy access 1 universal audio jack for head phone/Mic 1 Audio out
10.	Display	Support dual display
11.	Audio	High definition integrated audio with internal speaker
12.	Power Supply	Minimum 360W SMPS typical 92% efficient PSU(80 PLUS Platinum) or higher
13.	Monitor	19.5" TFT monitor (same make as PC)
14.	Keyboard/Mouse	USB 104 keys keyboard(same make as PC) USB 2 button scroll mouse (same make as PC)
15.	Operating System	Microsoft Windows 10 professional (64 bit) with license and media
16.	Compliance and certification	Energy Star,EPEAT,FCC, ISO 9001,14001,20001
17.	Form Factor	29.0 x 9.26 x 29.2 (HxWxD) in Cm or lesser
18.	Expansion slots	1 Half height PCIe x16, 1 Half height PCIe x16(wired x4), 1 M.2 for storage(22x80 mm or 22x30mm), 1 M.2 for wireless(22x30mm)
19.	Information accessibility	Product details, specifications and brochure to be available in public domain

20.	Support	Drivers should be available for download from OEM site for at least 3 years from the date of purchase
21.	Market credibility	The OEM vendor should be of positive net worth for the last 3 years
22.	Warranty	5 years onsite warranty direct from OEM

For clarifications contact Phone:

The price for the above should be quoted in the BOQ table available online.

Name of Officer:

Head

(Name & designation of Purchasing officer)

Station: Kochi-22

Date: 28.10.2019

XXXXXXXXXX

Example III: Preliminary Agreement / Form of agreement – PDF Format

Three samples are given below.

SAMPLE 1.

APPENDIX

Form IV: Undertaking (on Rs.500 Non Judicial stamp duly notarized)

I/We hereby undertake that-

I/ We hereby submit our tender for publication of CAT 2020 Notification (abridged version) in various dailies for Cochin University of Science and Technology, Kochi

I / We have remitted the EMD of Rs.50,000/- (Rupees Fifty Thousand only) (Refundable) through online mode as per the following details.

Amount: Bank unique transaction id: Date of payment:

and for Cost of tender document Rs.2,975/- (Rupees Two Thousand Nine Hundred and Seventyfive only) including GST and Flood Cess (Non Refundable) through online mode as per the following details.

Amount: Bank Unique transaction id: Date of payment:

I / We hereby agree to all the terms and conditions stipulated by the Cochin University of Science and Technology, Kochi. Quotations for the same is being submitted in separate cover and shall be considered on their face value.

I/ We have noted that overwritten entries shall be deleted unless duly out & re-written and initialed. Tenders are duly signed (No thumb impression should be affixed).

I / We undertake to sign the contract / agreement if required by the University within 7 (Seven days) from the issue of the letter of acceptance and start the work as per instruction immediately, failing which our /my security money deposited may be forfeited and our / my name may be removed from the list of suppliers at the Cochin University of Science and Technology, Kochi.

I / We agree to abide by this bid for a period of 90 (Number) days after the date fixed for bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I / We agree that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We have gone through all terms & conditions of the tender documents before submitting the same and accept the same.

Yours faithfully Name : Signature : Full Address :

Witness (No 1) :

Witness (No 2) :

SAMPLE 2.

APPENDIX
FORM OF AGREEMENT

Articles of agreement executed on this theday of May/June Two Thousand and Twenty (.2020) between the Registrar, Cochin University of Science and Technology, Kochi – 682 022. (Hereafter referred to as CUSAT) of the one part and (Name and Address of the tenderer), (hereinafter referred to as the bounden) of the other part.

WHEREAS in response to the tender Notification No.....the bounden has submitted to the Cochin University of Science and Technology a tender for supplyingspecified therein subject to the terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with CUSAT 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 CUSAT.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender Submitted by the bounden is accepted by CUSAT and the contract for supplying is awarded to the bounden, the bounden shall within 5 days of acceptance of his tender execute an agreement with CUSAT incorporating all the terms and conditions under which CUSAT accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, CUSAT shall have power and authority to recover from the bounden any lose or damage caused to the CUSAT by such breach as may be determined by CUSAT 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 CUSAT under or by virtue of this agreement shall be recoverable from the bounden and his properties movable under the provisions of the Revenue Recovery Act for the time being in for though such sums are arrears of land revenue and in such other manner as CUSAT may deem fit.

(Contd...2)

In witness whereof, Registrar, Cochin University of Science and Technology for and on behalf of CUSAT and the bounden have hereinto set their hands the day and year shown against their respective signatures.

Signed **Date**.....

In the presence of Witness:

- 1.
- 2.

Signed by Sri. **Date**.....

In the presence of Witness:

- 1.
- 2.

Registrar :

Tenderer :

SAMPLE 3.

APPENDIX

FORM OF AGREEMENT

Preliminary agreement entered into on this day of Two thousand and between.....

..... for arid on behalf of the Cochin University of Science and Technology, Kochi -22, represented by the Registrar (hereinafter called 'The University') of the one part and Sri..... (hereinafter called the 'The contractor') of the other part and the execution of the Agreement as well as for the execution of the work.....

WHEREAS the University, invited tenders for the work.....

(here enter the name of the work) by a notification No..... dated.....in the.....

WHEREAS para 13 of the notice inviting tenders stated as follows:

Before commencing the work of within a week after the date when the acceptance of the

tender has been intimated to him the tenderer shall deposit a Sum sufficient to make up the balance of 5 percent of the probable value of contract which together with the amount of earnest money deposited shall be treated as security for the proper fulfillment of the same and shall execute an agreement for the work in the University schedule form. If he fails to do this of in the case of University contract maintaining a specified rate or progress (to be specified in each case in the tender schedule) the earnest money and security deposit shall be forfeited to University and fresh tender shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the tenderer to pay the requisite deposit sign contract or take possession of the work any loss to University results the same will be recovered from him as arrears of revenue but should it be a saving to University the original contractor shall have no claim whatever to the difference. Recoveries on this of any other account will be recovered from him as arrears of revenue but should it be a saving to University the original Contractor shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any other existing contractor or under the revenue recovery Act of otherwise the University may decide.

NOW AND THEREFORE THESE PRESENTS WITNESS and it mutually agree as follows:

1. The terms and conditions for the said contract having been stipulated in the said tender form to which the contractor was agreed, a copy of which is hereto appended which forms part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extent to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect of the excess provisions herein shall supersede those of the said tender form.

2. The contractor hereby agrees and undertake to perform fulfill all the operations and obligations connected with the execution of the said contract to via.

.....
if awarded in favour of the contractor.

3. If the contract does not come forward to execute the original agreement after the said work is awarded and selection notice issued in his favour if commits breach of any conditions of contracts as stipulated in clause 13 of the notice inviting tenders as quoted above within the work otherwise or got it done departmentally at the risk and cost of the contractor and the loss so sustained by the University can be realised from the contractor under the Revenue Recovery Act as if arrear of land revenue as assessed, qualified and fixed by a adjudicating authority consisting of the Vice-Chancellor and University Engineer or any other officer or officers authorised by University in his behalf taking into consideration the prevailing P.W.D rates and giving due notice to the contractor. The decisions taken by such authority, officer or officers will be final and conclusive and shall be binding on the contractor.

4. The contractor further agrees that any amount found due to the University under or by virtue of this agreement shall be recoverable from the contractor from his E.M.D. and his properties movable and immovable as arrear of land revenue under the provisions of the Revenue Recovery Act for the time being in force or in any other manner as the University may deem fit in this regard.

IN WITNESS WHEREOF REGISTRAR, for and on behalf of the Cochin University of Science and Technology, Kochi-22 and

Sri.....
.....

have set their hands on the day and year first above written.

SIGNED BY REGISTRAR

1.

2.

Signed by Sri..... (Contractor)

in the presence of Witness:

1.

2.

Example IV: E tender Data sheet - Word /PDF format**E Tender Data Sheet****The Kerala Govt. Tenders Information System Tender Work Input Form****(A) Basic details:**

1	Tender Reference No	
2	Tender Type	Open tender/Global/Limited
3	Form of Contract *	Item Rate
4	No. of Covers *	1 or 2
5	Tender Category *	Goods/Service/work
6	Allow Resubmission *	No
7	Allow Withdrawal *	No
8	Allow Offline Submission *	No
9	Payment Mode *	Online
9(a)	If Offline :	None
9(b)	If Online :	Banks: SBI SBI NEFT/RGTS

(B) Cover details:

	No. of Covers	Cover Type	Contents
1	Cover 1	Fee/ Technical Bid	NIT, Etender form, E
2	Cover 2	Financial Bid	payment form, Agreement form, BOQ

NIT Document (only .jpg and .pdf files are supported)

Sl.No.	File Name	Type	Size
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1	NIT		
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(C) Work Item Details:

1	Work Item Title *	
2	Work Description *	
3	Pre. qual. Details	Please refer tender documents.
4	Product Sub Category	
5	Contract Type *	Tender
6	Tender Value *	In Rupees (Rounded)
7	Bid Validity days * If other, specify	In days
8	Completion Period in months	In days
9	Location (Work/services/items) *	
10	Pin code	
11	Pre Bid Meeting *	
	If Pre Bid Meeting is Yes	
11(a)	Pre Bid Meeting Place *	Office of the Registrar, CUSAT, Kochi – 682022
11(b)	Pre Bid Meeting Address *	Kalamassery, Kochi - 682022
12	Bid Opening Place *	CUSAT Administrative Office
13	Tenderer Class *	A /B /C I /II /III
14	Inviting Officer *	REGISTRAR
15	Inviting Officer Address * Phone/email:	CUSAT,COCHIN- 682022

(D) Fee Details:

1	Tender Charges:	
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1(a)	Tender Fee	In Rupees (Rounded inclusive of GST and all)
1(b)	Processing Fee	NA
1(c)	Surcharges	NA
1(d)	Other Charges	NA
1(e)	Tender Fee Payable To *	Online
1(f)	Tender Fee Payable At *	Online
2	EMD Fee	Yes
2(a)	If EMD Fee is Fixed EMD Amount:	In Rupees (Rounded)
2(b)	EMD Payable to EMD Exemption Allowed	Online No
2(c)	If EMD Exemption allowed is partial, EMD Exemption %	NA

(E) Critical Dates:

		DD	MM	YYYY	Hrs	Mins
1	Publishing Date					
2	Document Sale Start Date					
3	Document Sale End Date					
4	Bid Submission Start Date					
5	Bid Submission End Date					
6	Technical Bid Opening Date					
7	Financial Bid Opening Date					

(F) Other Important Documents:

Sl.No.	Category	Sub Category	Sub Category Description	Format/ File
1	Certificate Details	Permanent Account Number	Permanent Account Number	
2	Certificate Details	Registration Certificate	Registration Certificate	
3	Certificate Details	Sales Tax/ VAT/GST	Sales Tax/VAT/GST	
4	Certificate Details	Income Tax Certificate	Income Tax Certificate	
5	Certificate Details	Excise registration Number	Excise registration Number	
6	Certificate Details	Service tax registration No	Service tax registration No	
7	Financial Details	Annual Turn Over Details	Annual Turn Over Details	
8	Financial Details	Annual Turn over certificates from CA	Annual Turn over certificates from CA	
9	Man Power Details	Details of Technical Manpower Details	Details of Technical Manpower Details	
10	Miscellaneous	Company profile	Company profile	
11	Miscellaneous	Work Completed Certificate Copies	Work Completed Certificate Copies	
12	Work Details	Principle place of Business	Proposed Sub Contractors	

			Details (if any)	
13	Work Details	Quantity of Work Done Details	Quantity of Work Done Details	
14	Work Details	Works Completed Details	Works Completed Details	
15	Miscellaneous	Any other document/proof required as per the tender document	Miscellaneous	