

**INTERNATIONAL SCHOOL OF PHOTONICS
COCHIN UNIVERSITY OF SCIENCE AND TECHNOLOGY**

Cochin - 682 022, Kerala, Phone: 0484-2575848

e-mail: st@cusat.ac.in

TENDER NOTICE

ISP/KSCSTE /15-16/

Department: *INTERNATIONAL SCHOOL OF PHOTONICS*

Sealed tenders are invited for the supply of the **VACUUM OVEN**

Tender No.	ISP/KSCSTE /15-16/
ITEM and its description	VACUUM OVEN
Specification	Details attached.
Tender Value*	INR 2,00,000/-
Tender Form Cost	Rs.210/- (Rs.200/- + 5%VAT)
How to obtain Tender Form	Download from the tender section in www.cusat.ac.in from 22-2-2016 to 22-3-2016
Last date for submitting Tender	23-3-2016, 3pm. (By Registered/Speed Post Only).

Please note the following:

***Tenders must be accompanied by two demand drafts-one for Rs. 210/-towards the Tender Form Cost, drawn in favour of "The Director, International School of Photonics" payable at the Cochin University Campus Branch (Code 70235) of the State bank of Travancore , and the second Demand Draft, equivalent to 1% of the quoted amount as Earnest Money Deposit, drawn in favour of "Dr Sheenu Thomas, Principal Investigator, KSCSTE Project , International School of Photonics" payable at the Cochin University Campus Branch (Code 70235) of the State bank of Travancore.**

***EMD of the unsuccessful tenderer will be returned after finalization of the tender.EMD of the successful tenderer will be adjusted towards the security amount, which will have to be deposited for the satisfactory fulfillment of the contract.**

***An Agreement (as given as Annexure in the tender form) is to be executed in Kerala**

Government Stamp paper for Rs.100/-Tenders without the agreement in stamp paper will be rejected outright.

***An amount equivalent to 5% of the total cost of the item is to be given as bank guarantee by the successful tenderer.**

***Tenders have to be send as Speed Post/Registered Post only to “Dr Sheenu Thomas, Principal Investigator, KSCSTE Project, International School of Photonics, Cochin University of Science & Technology, Kochi-22, Kerala, PIN- 682022.India.**

**Dr Sheenu Thomas
Principal Investigator KSCSTE Project
International School of Photonics,
Cochin University of Science and Technology,
Cochin – 682 022**

Place: Cochin - 22
Date: 22-02-2016

Technical Specification

- Chamber size - 350mm x 350mm x 500mm
- No of Trays : 3
- Maximum Vacuum range 1 x10⁻²mb
- Maximum temperature 260 °C. with +/- 2°C accuracy
- Digital Temperature indicator
- Gauge for vacuum measurement.
- Direct drive double stage rotary pump of 250ltr/ min.

Warranty, delivery, commissioning

Minimum 12 month warranty from the date of commissioning. Give separate quote if any extension of warranty after manufacturer warranty. The product should be delivered within 1 month from the date of purchase order given. Shipping, Delivery, Loading and Unloading, Commissioning - all should be included in the quote.

**NOTE: ALL COMPONENTS OF SHALL BE OF REPUTED MAKE AND
READY TO USE**

GENERAL CONDITIONS

Sealed tenders are invited for the supply of the materials 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 number and name duly super scribed on the cover. The tenders should be sent by post / speed post only. Courier service will not be accepted. Quotation sent by Courier service will be summarily rejected. Tenders will not be accepted by personal delivery.
2. The tenders should be in the prescribed form which can be obtained from the officer mentioned on payment of the price in cash which is also noted below. The cost of tender forms once paid will not be refunded. Tenders who are not in the prescribed form are liable to be rejected.
3. Earnest Money Deposit of 1% of estimated value should be submitted either in cash or crossed bank drafts along with the tenders. The cash should not be enclosed in the envelop.
4. Intending tenderers should send their tenders so as to reach the officer mentioned below, on due date and time (noted). 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. The tenders will be opened on the appointed day and time in the office of the Head of the concerned department, in the presence of such of those tenderers or their nominees who may be present at that time.
6. The 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. The University reserve 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 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.
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 charge 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 11 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 per cent of the value of the contract as security for the satisfactory fulfillment of the contract. The amount of security may be deposited in the State Bank of Travancore as Fixed Deposit Receipts endorsed in favour of the above officer. If the successful tenderer fails to deposit the security and execute the agreement as stated above, any loss incurred by Government 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 fulfill 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 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.
12. The tenderers shall quote 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.
13. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.
14. 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.
15. 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.
16. 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.
17. 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 the State Sales Tax Act or the Rules made there under and the charges on account of Sales Tax on these goods are correct under the provisions of the relevant Act or the rules made there under. Certified further that we (or our Branch or Agent).....Address..... are registered dealers in the state of

.....
..... Under Registration
No..... for purposes of Sales Tax”.

18. 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.
19. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value ` 100/- purchased in the Kerala State. A specimen form of agreement is given as annexure to this tender. 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.
20. The general conditions for this Purchase will be applicable as per the Store Purchase Manual of the Kerala Government.

Superscription:- ISP/KSCSTE /15-16/ “Tender for VACUUM OVEN”

Address of Officer from whom tender forms are to be obtained and to whom tenders are to be sent:

**Dr SHEENU THOMAS
PRINCIPAL INVESTIGATOR KSCSTE PROJECT
INTERNATIONAL SCHOOL OF PHOTONICS
COCHIN UNIVERSITY OF SCIENCE & TECHNOLOGY,
COCHIN – 682 022.**

**Dr SHEENU THOMAS
PRINCIPAL INVESTIGATOR KSCSTE PROJECT
INTERNATIONAL SCHOOL OF PHOTONICS
CUSAT**

Cochin 22,
22-02-2016

**INTERNATIONAL SCHOOL OF PHOTONICS
COCHIN UNIVERSITY OF SCIENCE & TECHNOLOGY
COCHIN – 682 022.**

TENDER FORM

From

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Date of tender Notice **22.02.2016**

Tender No : **ISP/KSCSTE /15-16/**

Due on : **23.03.2016**

Date of opening: **29.03.2016**

To

Dr Sheenu Thomas
Principal Investigator KSCSTE Project
International School of Photonics
Cochin University of Science & Technology
Cochin – 22.
Sir,

Tenderer's Ref. No. :
Date :

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.

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 part 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.

APPENDIX VI

Letter of Tender

From

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.....

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To

Dr Sheenu Thomas

Principal Investigator KSCSTE Project

International School of Photonics

Cochin University of Science & Technology

Cochin – 22.

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 of materials 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 post 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, Thrikkakara Main, Cochin – 682 022.
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. **Guarantee: The stores offered should be guaranteed for a minimum period of (12) twelve months 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 guarantee period, replacement/rectification should be arranged free of cost within a reasonable period of such notification. In cases where our specifications call for a guarantee period more than 12 months specifically then such a period shall apply.

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 causes 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.**
