UNIVERSITY OF CALICUT

NOTICE INVITING TENDER

97289/PURCHASE-ASST-A1/2018/Admn

Calicut University P.O 29.08.2018

The Registrar, University of Calicut, invites open tender through e-tender in two bid system (technical & financial bid) for the supply of network equipment/components/devices on rate contract basis for a period of one year. The details of equipment/components/device the are given in the schedule of items below.

The bidder shall remit Rs.2,240/- as cost of tender and Rs 10,000/- as Earnest Money Deposit to take part in the tender.

Tender Notice No	97289/PURCHASE-ASST-A1/2018/Admn dated 29.08.2018
Last date for submission of bid	17.09.2018 06:00 PM
Date of pre-bid meeting	10.09.2018 12:00 Noon
Bid-opening date	22.09.2018 11:00 AM

Successful bidder shall furnish a Performance Security of Rs.20,000/- for satisfactory fullfillment of the contract. The EMD and Performance Security are returnable.

Hard Copy of the sealed tenders (only technical details including brochures) may be submitted to the Deputy Registrar, Purchase Division, University of Calicut, Calicut University P.O. Malappuram District 673 635 before 4 p.m. on bid opening date.

Schedule of items:-

1. 8 PORT SWITCH				
Preferred make/brands Cisco/HP/Juniper				
Features	Technical specification			
	The Switch Should have Minimum 8 Ports of 10/100/1000 Mbps Base-T and minimum One Gigabit uplink port			
	The Switch should support non-blocking architecture with minimum switching capacity of 20 Gbps			
	The offered switch should support minimum 14 mbps of forwarding rate (64-byte packets)			
Warranty	Switch should be provided with hardware replacement warranty, ongoing software upgrades for all major and minor releases for a period of 3 years.			
2. 24 PORT SEMI MANAGED SWITCH				
Preferred make/brands	Cisco/HP/Juniper			

Features	echnical specification					
	The Switch Should have Minimum 24 number of 10/100/1000 Mbps Base-T Ports.					
	The Switch should support non-blocking architecture with minimum switching capacity of 42Gbps					
	The Switch should have forwarding capacity ofminimum 32Gbps					
	Standards:					
	802.3 10BASE-T Ethernet					
	802.3u 100BASE-TX Fast Ethernet					
	802.3ab 1000BASE-T Gigabit Ethernet					
	802.3z Gigabit Ethernet					
	802.3x flow control					
Warranty	Switch should be provided with hardware replacement warranty ongoing software upgrades for all major and minor releases for a period of 3 years.					
	3. 8 PORT POE SWITCH					
Preferred make/brands	Cisco/HP/Juniper					
Features	Technical specification					
	The Switch Should have Minimum 8 PoE Ports of 10/100/1000 Mbps Base-T.					
	The POE ports should 802.3af, 802.3at as per the requirement					
	The Switch should support non-blocking architecture with minimum switching capacity of 16Gbps					
	The switch should have Basic L3 Routing (Static and RIP) fro day 1					
	The Offered switch should support minimum 10mpps of forwarding rate (64-byte packets)					
	The switch should support management capabilities like RADIUS, TACAS+, DHCP server, Client, Helper, Web based, out of band port -RJ45, NTP					
	IEEE 802.3 10BASE-T Ethernet, IEEE 802.3u 100BASE-TX Fast Ethernet, IEEE 802.3ab 1000BASE-T Gigabit Ethernet, IEEE 802.3ad Link Aggregation Control Protocol, IEEE 802.3z Gigabit Ethernet, IEEE 802.3x Flow Control, IEEE 802.3 ad LACP, IEEE 802.1D (STP), IEEE 802.1Q/p VLAN, IEEE 802.1w RSTP, IEEE 802.1s Multiple STP, IEEE 802.1X Port Access Authentication, IEEE 802.3af, IEEE 802.3at, RFC 768, RFC 783, RFC 791, RFC 792, RFC 793, RFC 813, RFC 879, RFC 896, RFC 826, RFC 854, RFC 855, RFC 856, RFC 858, RFC 894, RFC 919, RFC 920, RFC 922, RFC 950, RFC 951, RFC 1042, RFC 1071, RFC 1123, RFC 1141, RFC 1155, RFC 1157, RFC 1213, RFC 1215, RFC 1286, RFC 1350, RFC 1442, RFC 1451, RFC 1493, RFC 1533, RFC					

Warranty	1541, RFC 1542, RFC 1573, RFC 1624, RFC 1643, RFC 1700, RFC 1757, RFC 1867, RFC 1907, RFC 2011, RFC 2012, RFC 2013, RFC 2030, RFC 2131, RFC 2132, RFC 2233, RFC 2576, RFC 2616, RFC 2618, RFC 2665, RFC 2666, RFC 2674, RFC 2737, RFC 2819, RFC 2863, RFC 3164, RFC 3411, RFC 3412, RFC 3413, RFC 3414, RFC 3415, RFC 3416, RFC 4330 Switch should be provided with hardware replacement warranty, ongoing software upgrades for all major and minor releases for a			
	period of 3 years.			
4	. LAYER 2 MANAGED SWITCH(24 port)			
Preferred make/brands	Cisco/HP/Juniper			
Features	Technical specification			
	The Switch Should have Minimum 24 Port 10/100/1000 MbpsBase-T and minimum 2 Gigabit ports-Gigabit Ethernet combo (RJ45 + SFP) ports			
	The Switch should support non-blocking architecture with minimum switching capacity of 56 Gbps			
	The Offered switch should support minimum 41.67 mbps of forwarding rate (64-byte packets)			
	The Offered switch should have 32 MB flash and 256 MB CPU memory			
layer 3 Switching features	Static Routing/ Layer 3 switching between VLAN's. IPv4 routing should support up to 512 static routes and up to 128 IP interfaces			
	Should support classless inter domain redling (CIDR)			
layer 2 Switching features	Switch should support Standard 802.1d Spanning Tree support. Fast convergence using 802.1w(Rapid Spanning Tree [RSTP]), enabled by default 8 instances are supported, Multiple Spanning Tree instannces using 802.1s (MSTP)			
	Switch should support for IEEE 802.3ad Link Aggregation Control Protocol (LACP), Up to 8 groups, Up to 8 ports per group with 16 candidate ports for each (dynamic) 802.3ad link aggregation			
	Switchs should support for up to 4096 LANs simultaneously, Portbased and 802.1Q tag-based VLANs, MAC-based LAN, Management VLAN, Private VLAN Edge (PVE), also known as protected ports, with multiple uplinks, Guest VLAN, Unauthenticated VLAN, Dynamic VLAN assignment via Radius server along with 802.1x client authentication and CPEVLAN			
	Switch should support Guest VLAN,			
	Voice VLAN,GVRP/GARP. support Dynamic Host Configuration Protocol (DHCP) Relay at Layer 2 with option 82, Internet Group Management Protocol (IGMP) versions 1,2 and 3 snooping and 256 multicast groups.			
	The Offered switch should be able to support source based			

	multicasting.			
	The offered switch should support Head-of-line (HOL) blocking prevention.			
Security features				
	The Switch must have IEEE 802.1X: RADIUS authentication and accounting, Single/multiple host mode. Single/multiple sessions Support for time-based 802.1X, and Dynamic VLAN assignment			
	The Offered Switch should be able to support Locking of MAC addresses to ports and should also be capable of limiting the number of learned MAC			
	The Switch should support RADIUS authentication where switch functions as client.			
	The Switch should support storm control for Broadcast, multicast, and unknown unicast.			
	Thu Switch should support DoS attack prevention.			
	The Switch should support Access Control List features using which Dropping and rate limiting can be done based on following:- source and destination MAC, VLAN ID, IP address, Protocol, Port grouping, Differentiated services code point (DSCP)/IP Precedence, TCP/UDP source and destination ports, 802.1p priority.			
Quality of Services features				
	The offered switch should support Priority levels with 4 hardware queues.			
	The Switch should support scheduling using Strict priority and weighted round-robin (WRR) and Queue assignment based on DSCP and class of service (802.1p/CoS)			
	The Switch should be capable of supporting Class of service based on following:-			
	Port based			
	802.1p VLAN priority based			
	Ipv4/v6 IP precedence/type of service (ToS)/DSCP based			
	Differentiated services (DiffServ)			
	The Switch should support rate limiting using Ingress policer; egresshaping and rate control; per VLAN, per port, and flow based.			
	The Offered switch should support following IPv6 features:-			
	IPv6host mode			
	IPv6host mode			
	IPv6nost mode IPv6 over Ethernet			

	Dual IPv6/IPv4 stack	
	IPv6neighbor and router discovery (ND)	
	IPv6stateless address auto-configuration	
	Pathmaximum tranmission unit (MTU) discovery	
	Duplicate address detection (DAD)	
	ICMP version 6	
	Ipv6over Ipv4 network with Intra-Site AutomaticTunnel Addressing Protocol (ISATAP)	
	The switch should have support for IPv6 application such as Web/SSL, Telnet server/SSH ping, trace route, Simple Network Time Protocol (SNTP), Trivial File Transfer Protocol (TFTP), SNMP, RADIUS, syslog, DNS client, protocol- based VLANs.	
Manangement features		
	The offered switch should have Built-in switch configuration utility of reasy browser-based device configuration (HTTP/HTTPS).	
	The built-in web based utility should support configuration, system dashboard, system maintenance, and monitoring	
	The Switch should support SNMP version 1, 2c and 3 with support traps, and SNMP version 3 user-based security model (USM)	
	The Switch should support remote monitoring with Embedded RMON software agent with support of 4 RMON groups (history, statistics, alarms, and events) for enhanced traffic management monitoringand analysis.	
	The Switch should support firmware upgrade using web, TFTP and console as well. Switch should support Dual images for resilient firmware upgrades.	
	The Switch should support port mirroting and Vlan mirroring feature for analysis with a network analyzer or RMON probe.	
	The Switch should support Text-editable config files easier and faster mass deployments.	
Standards	Switch should support IEEE 802.3 10BASE-T Ethernet, IEEE 802.3u 100BASE-TX Fast Ethernet, IEEE 802.3ab 1000BASE-T Gigabit Ethernet, , IEEE 802.2ad LACP, IEEE 802.3z Gigabit Ethernet, IEEE 802.3x FlowControl, IEEE 802.1D(STP, GARP, and GVRP),IEEE 802.1Q/p VLAN, IEEE 802.1w RSTP, IEEE 802.1s Multiple STP, IEEE 802.1X Port Access Authentication, IEEE 802.3af, IEEE 802.3at.	
	Switch should support RFC 768, RFC 783, RFC 791, RFC 792, RFC 793, RFC 813, RFC 879, RFC 896, RFC 826, RFC 854, RFC	

	855, RFC 856, RFC 858, RFC 894, RFC 919, RFC 922, RFC 920, RFC 950, RFC 1042, RFC 1071, RFC 1123, RFC 1141, RFC 1155, RFC 1157, RFC 1350, RFC 1533, RFC 1541, RFC 1624, RFC 1700, RFC 1867, RFC 2030, RFC 2616, RFC 2131, RFC 2132, RFC 3164, RFC 3411, RFC 3412, RFC 3413, RFC 3414, RFC 3415, RFC 2576, RFC 4330, RFC 1213, RFC 1215, RFC 1286, RFC 1442, RFC 1451, RFC 1493, RFC 1573, RFC 1643, RFC 1757, RFC 1907, RFC 2011, RFC 2012, RFC 2013, RFC 2233, RFC 2618, RFC 2665, RFC 2666, RFC 2674, RFC 2737, RFC 2819, RFC 2863, RFC 1157, RFC 1493,		
	The Offered switch should meet UL (UL 60950), CSA(CSA 22.2), CE mark, FCC Part 15 (CFR 47) Class A certifications.		
Warranty	Switch should be provided with hardware replacement warranty, ongoing software upgrades for all major and minor releases for a period of 3 years.		
	5. SINGLE MODE MEDIA CONVERTER		
Single mode Media Converter Copper:10/100/1000M; Fiber: 1.25G, Single-mode Fiber -850/1310nm up to 20km			
6. MULTI MODE MEDIA CONVERTER			
Media Converter 100	00BASE-T to 1000BASE-SX		
Duplex Mode	Full Duplex		
Cable	1000BASE-T, up to 100m 1000BASE-SX, up to 550m		
Media Interface	RJ-45,SC		
Standards	IEEE 802.3 10BASE-T IEEE 802.3u 100BASE-TX/FX		
7. CAT-6A / CAT-7 PATCH CORD (1 M)			
4 Pair Unshielded Twisted Pair (UTP) Cable, Should support Gigabit Ethernet (1000BASE-TX), 10 and 100BASE-TX, token ring, 155 Mbps ATM, 100 Mbps TP-PMD, ISDN, analog and digital video, and analog and digital voice (VoIP)			

8. CAT-6A / CAT-7PATCH CORD (2 M)

4 Pair Unshielded Twisted Pair (UTP) Cable, Should support Gigabit Ethernet (1000BASE-TX), 10 and 100BASE-TX, token ring, 155 Mbps ATM, 100 Mbps TP-PMD, ISDN, analog and digital video, and analog and digital voice (VoIP)

9. CAT-6A / CAT-7PATCH CORD (5 M)

4 Pair Unshielded Twisted Pair (UTP) Cable, Should support Gigabit Ethernet (1000BASE-TX), 10 and 100BASE-TX, token ring, 155 Mbps ATM, 100 Mbps TP-PMD, ISDN, analog and digital video, and analog and digital voice (VoIP)

10. CAT-6A / CAT-7PATCH CORD (10 M)

TX), 10 and 100BASE-TX, token ring, 155 Mbps ATM, 100 Mbps TP-PMD, ISDN, analog and digital video, and analog and digital voice (VoIP) 11. LC TO SC PATCH CORD(1M) LC to SC Patch cord. Single mode(1 meter) 12. LC TO SC PATCH CORD(2M) LC to SC Patch cord. Single mode(2 meter) 13. LC TO SC PATCH CORD(5M) LC to SC Patch cord. Single mode(5 meter) 14. Cat6 UTP Cable(BOX) 4 Pairs Unshielded Twisted Pair (UTP)-CAT-6Cable(Box of 305 Mtrs.) 15. LC-LC OM3 MULTIMODE FIBRE CABLE (10 M) LC-LC OM3 Multimode fibre cable 10 m 16. LC-LC OM3 MULTIMODE FIBRE CABLE (5 M) LC-LC OM3 Multimode fibre cable 5m 17. LC-LC OM3 MULTIMODE FIBRE CABLE (2 M) LC-LC OM3 Multimode fibre cable 2m 18. 1G SFP MODULE 1G SFP Module

4 Pair Unshielded Twisted Pair (UTP) Cable-CAT 6, Should support Gigabit Ethernet (1000BASE-

Terms and conditions:-

- 1. The price quoted should be inclusive all taxes, cess, transportation, delivery charges ect.
- 2. Base rate, GST and other charges, if any and the consolidated amount should be shown separately in the tender.
- 3. The bidder should have valid GST registration and should furnish valid GST Number.
- 4. The bidder should clearly mention the make and model of the items.
- 5. The bidder must attach the technical data sheet of the items being quoted in the tender.
- 6. The bidder should be an OEM or OEM authorised partner and the copy of the authorisation letter should be attached along with the tender.
- 7. The bidder should have local presence with service centre in Kerala. The bidder shall supply the item within 3 days of placing the supply order.
- 8. The bidder should arrange the demonstration & testing of the devices, if required.

General Conditions:

1. The University reserves the right to conclude more than one rate contract for the same item.

- 2. The University as well as the supplier may withdraw the rate contract by serving 30 days notice to each other.
- 3. The University will have the right to renegotiate the price with the rate contract holders. In case of emergency, the University will have the right to purchase the same item through ad hoc contract with a new supplier.
- 4. The rates quoted are inclusive of taxes and all other charges.
- 5. The University are entitled to place supply orders upto the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms & conditions of the rate contract.
- 6. If the rate contract holder reduces price or sells or even offers to sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Other parallel rate contract holders, if any, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them.
- 7. Tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
- 8. (a) Every tenderer who has not registered his name with the state Government (Stores Purchase Department), should send earnest money (EMD) given above along with his tender.
- (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.
- (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. The Khadi and village Industries Cooperative 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 submitted by them. Government Institutions/State 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.

- (d) In the matter of purchase of stores 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.
- 9. The tenders will be opened on the appointed day and time in the office of the undersigned.
- 10. 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 University or such action taken against him as University think fit.
- 11. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
- 12. (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 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.
- 13. 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.
- 14. 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.
- 15. 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 15 below.
- 16. (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 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 University. 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 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 or 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.
- (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 terminationn of the contract at the risk and cost of the contractor.
- 17. 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 expiry of the guarantee period.
- 18. (a) All payments to the contractors will be made by the Purchasing Officer in due course:-
- (i) by cheques or drafts on the Reserve Bank of India, State Bank of India (at any of their Principal Branches in India).
- (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 University for making payments outside the district in which the claim arises shall be borne by the contractor.
- 19. 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.
- 20. 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 University. 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. In exceptional cases where the stamped receipts of the firms are not received for

the payments (in advance) the unstamped receipt of the Bank (i.e., counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

- 21. 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 subcontractor 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.
- 22. (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 anyclause 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 University may complete the contract in such time and manner and by such persons as the University shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the University 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 University, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.
- 23. (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 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.

- 24. 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.
- 25. 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/e-mail at his usual or last known place of abode or business and if so addressed and posted/e-mailed, 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.
- 26. The tenderer shall undertake to supply materials according to the standard sample and / or specifications.
- 27. (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 University.
- 28. Any attempt on the part of the tenderers or their agents to influence the University in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.
- 29. 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.
- 30. 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 ant 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 University will not be responsible if any sample if found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of samples. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.
- 31. (a) 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.
- (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.

32. 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.

Tender documents and tender schedule may be downloaded free of cost from the Website www.etenders.kerala.gov.in

All bid/tender documents are to be submitted online only and in the designated cover(s)/envelope(s) on the website. Tenders/Bids shall be accepted only through online mode on the website and no manual submission of the same shall be entertained. Late tenders will not be accepted.

Further details can be had from the Deputy Registrar, Purchase Division, University of Calicut, Malappuram, during working hours. (0494–2407130, 2407160)

Online Payment mode:

The Bidder shall pay, a tender document fees and Earnest Money Deposit or Bid Security.

Online Payment mode: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system

<u>State Bank of India Multi Option Payment System (SBI MOPS Gateway)</u>: Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

A) In	A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank	
2	Axis Bank	33	Lakshmi Vilas Bank	
3	Andhra Bank	34	Mehsana Urban Co-op Bank	
4	Bandan Bank	35	NKGSB Co-operative Bank	
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce	
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank	
7	Bank of India	38	Punjab National Bank	
8	Bank of Maharashtra	39	Punjab and Sind Bank	
9	Bassein Catholic Co-operative Bank	40	RBL Bank	
10	BNP Paribas	41	Saraswat Cooperative Bank	
11	Canara Bank	42	ShamraoVithal Cooperative Bank	

12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
B) lı	nternet Banking Options (Co	rporate)	
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank

4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoVitthal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	JantaSahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select **SBI MOPS** option and Submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks*** will be shown. Here, Bidder may proceed as per below:

1.

- a. <u>SBI Account Holders</u> shall click <u>SBI</u> option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b. <u>Other Bank Account Holders</u> may click <u>Other Banks</u> option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

^{*}Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 -

1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-

Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

For details log on to www.etenderskerala.gov.in

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