

UNIVERSITY OF CALICUT
(PURCHASE DIVISION)

06.10.2026

55074/PURCHASE-ASST-A1/2019/Admn

NOTICE INVITING E-TENDERS

The Registrar, University of Calicut, invites open tenders in two bid system (Technical & Financial) through e-procurement from eligible bidders for the **Comprehensive Annual Maintenance Contract (CAMC) for the Hardware components of Hyper Converged Infrastructure at University of Calicut for a period of two years**. The interested bidders can download the tender documents at free of cost from the e-GP website www.etenders.kerala.gov.in. 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. Detailed terms and conditions and technical specifications are available in the Tender documents. Tender should be submitted as e-tender in two bid system through <http://www.tenders.kerala.gov.in>.

Tender Details

1	Tender No.	55074/PURCHASE-ASST-A1/2019/Admn 06.10.2026
2	Name of item	Comprehensive Annual Maintenance Contract for the hardware components of Hyper Converged Infrastructure at University of Calicut for a period of two years
3	Mode of bid system	Two bid system (Technical & Financial)
4	Tender Cost	₹14,455/- (Rupees Fourteen thousand four hundred and fifty five only) inclusive of GST@18%
5	EMD Amount	₹65,000/- (Rupees Sixty five thousand only)
6	Period of firmness of price	90 days from the date of opening of tender
7	Bid submission start date	07.10.2026, 05.00 P.M.
8	Last date for submission of bid	23.10.2026, 04.00 P.M.
9	Date and time of opening of Technical Bid	26.10.2026, 11.00 A.M. (Opening of financial bid will be announced after evaluating the technical bids)
10	Mode of payment	Online payment modes provided in e-procurement system (Government of Kerala)
11	Address for Communication	The Deputy Registrar, Purchase Division, University of Calicut, Calicut University P.O., Thenhipalam, Malappuram Dist., Kerala -673635. Ph. 0494-2407130
12	email id (for technical enquiry) and contact number	drpur@uoc.ac.in 0494-2407130

The successful bidder shall furnish a security deposit as per applicable rules. The EMD and security deposit are returnable. The security deposit will be returned to the firm after successful completion of the AMC. The price quoted should be inclusive of all charges including taxes, duties, transportation, delivery (loading/unloading charges) and installation charges etc. In case the vendor violates the tender conditions or does not attend to the complaints during the AMC period, the vendor will be penalised by forfeiting the performance security.

I. Eligibility Criteria

1. The OEM should have an average annual turnover of ₹2.6 crore each during the last three financial years and the bidder should have an average annual turnover of ₹33 Lakhs each during the last three financial years and necessary documents on the above certified by the CA shall be furnished.
2. Net worth of the bidder in any one of the last 3 financial years should be positive. Audited Profit and Loss account/Audited Financial statements should be attached.
3. The bidder should be either the manufacturer or an authorised dealer of the manufacturer.
4. The Bidder should not be one blacklisted by any Government / Government agency / Banks/Financial Institutions in India during the last 5 years. Self-declaration to that effect should be submitted along with the technical bid.

II. Technical Terms and Conditions

1. In case if the supplier is not the manufacturer, then the supplier must furnish an authorization Letter from the manufacturer claiming that, they are the authorized suppliers and service provider of the manufacturer.
2. The supplier must have authorised service centres / service persons in Kerala.
3. The bidder should provide Vendor & Service Centre Information with name, address, website and contact details.

III TERMS & CONDITIONS FOR COMPREHENSIVE HARDWARE AMC

1. Eligibility

1. The bidder shall be either the **Original Equipment Manufacturer (OEM)** or an **OEM-authorized/approved service provider/channel partner** for the equipment covered under this AMC.
2. OEM-authorized bidders shall submit a **valid OEM authorization letter** specifically covering the equipment/models quoted. The authorization shall remain valid throughout the AMC period.
3. The bidder shall have **prior experience in providing AMC/support services for similar enterprise IT infrastructure** and shall submit documentary evidence of at least **three** similar assignments completed/executed with Universities / Govt. Institutions / MNCs during the **preceding three years**.
4. The bidder shall possess a **valid ISO 9001 certification** from an accredited certification body and shall submit a copy of the certificate.
5. The bidder shall have a **registered office or operational branch/service office in Kerala**, with adequate technical support infrastructure and manpower to meet the prescribed Service Level Agreement (SLA). Documentary proof shall be submitted with the bid.

2. Scope of AMC

1. The AMC shall be **Comprehensive Hardware AMC** covering all equipment/components

specified in the tender schedule.

2. The scope shall include diagnosis and rectification of hardware faults, on-site support, labour, replacement of defective components, transportation/logistics of spares, preventive maintenance, firmware/BIOS/microcode updates, health checks and OEM technical escalation, wherever required.
3. All replacement parts shall be **genuine and compatible OEM components** of equivalent or better specification. Used, refurbished or reconditioned parts shall not be supplied.
4. No additional charges shall be payable for labour, service visits, transportation or replacement of covered hardware components during the AMC period.

3. Hardware Components

The below listed hardware components are required to be covered under AMC.

S.No	Part ID	Part Description	Serial Number	SLA	Support End Date
1.	P19720-B21	HPE DL380 Gen10 8SFF NC CTO Svr	SGH124WCKQ	HPE Tech Care Essential SVC	17-Sep-26
2.	P19720-B21	HPE DL380 Gen10 8SFF NC CTO Svr	SGH124WCKV	HPE Tech Care Essential SVC	17-Sep-26
3.	P19720-B21	HPE DL380 Gen10 8SFF NC CTO Svr	SGH124WCKS	HPE Tech Care Essential SVC	17-Sep-26
4.	P19720-B21	HPE DL380 Gen10 8SFF NC CTO Svr	SGH124WCKX	HPE Tech Care Essential SVC	17-Sep-26
5.	N9Z46A	HPE Primera 600 2-way Storage Base	SGH123V6TV	HPE Tech Care Essential SVC	17-Sep-26
6.	N9Z50A	HPE Primera 600 2U 24d SFF Drv Encl	4C11231435	HPE Tech Care Essential SVC	17-Sep-26
7.	Q2R92B	HPE StoreEasy 1460 8TB SATA Storage	SGH123VQD6	HPE Tech Care Essential SVC	17-Sep-26
8.	Q2R92B	HPE StoreEasy 1460 8TB SATA Storage	SGH123VQD5	HPE Tech Care Essential SVC	17-Sep-26
9.	K2Q17A	HPE SN6010C 48-port 16Gb FC Switch	MYJ3200088	HPE Tech Care Essential SVC	17-Sep-26
10.	K2Q17A	HPE SN6010C 48-port 16Gb FC Switch	MYJ2200116	HPE Tech Care Essential SVC	17-Sep-26
11.	JL075A	Aruba 3810M 16SFP+ 2-slot Swch	SG16GYY040	HPE Tech Care Essential SVC	17-Sep-26
12.	JL075A	Aruba 3810M 16SFP+ 2-slot Swch	SG16GYY0CD	HPE Tech Care Essential SVC	17-Sep-26
13.	P23579-B21	HPE DL360 Gen10 4214R 1P 32G NC 8SFF Svr	CN7051151W	HPE Tech Care Essential SVC	17-Sep-26

4. Service Request and SLA

1. Service requests shall be accepted through telephone/e-mail/web-based ticketing or other agreed means. Every complaint shall be assigned a unique ticket/reference number

and acknowledged by the bidder.

2. The bidder shall comply with the following minimum service levels:

Priority	Description	Acknowledgement	On-site Response	Resolution
P1 - Critical	Complete failure/critical service impact	30 minutes	4 hours	8 hours
P2 - High	Major hardware fault with partial service availability	1 hour	6 hours	24 hours
P3 - Medium	Non-critical hardware fault	4 hours	1 working day	3 working days
P4 - Low	Minor issue/health check/other support	1 working day	2 working days	5 working days

P1/Critical incidents shall receive **24x7 support until restoration/resolution** and shall be escalated to the OEM wherever required.

3. Where permanent resolution within the stipulated time is not possible due to spare-part or technical constraints, the bidder shall provide a suitable temporary workaround/replacement, wherever technically feasible.

5. Preventive Maintenance & Firmware Updates

1. Preventive maintenance shall be carried out **at least once every six months**, or more frequently as recommended by the OEM.
2. Preventive maintenance shall include equipment health checks, diagnostics, error-log review, storage/RAID/controller checks, power/fan/thermal checks and identification of potential failures, as applicable.
3. The bidder shall periodically review and implement **OEM-recommended firmware, BIOS, controller and microcode updates**, subject to compatibility and approval wherever required. Necessary post-update health checks shall also be carried out.
4. A service/PM report shall be submitted after each visit/update.

6. Spare Parts & OEM Support

1. The bidder shall maintain/access adequate critical spares to meet the prescribed SLA.
2. Where required, the bidder shall escalate unresolved issues to the concerned OEM and coordinate with the OEM until final resolution. **OEM escalation shall not relieve the bidder of its SLA obligations.**
3. Repeated failures of the same component/equipment shall be subject to **Root Cause Analysis (RCA)** and appropriate corrective action.

7. OEM Support Verification

The AMC/Support end date of all covered equipment shall be clearly reflected in the respective OEM's official support portal/website. The successful bidder shall submit documentary proof/screenshot of the same, showing the equipment identification details and validity/end date of the AMC/support, along with the AMC commencement or during the contract period as required

by the University.

8. Service Documentation

The bidder shall maintain service records for all complaints and provide, as required, details of:

- Ticket number and complaint date/time;
- Diagnosis and corrective action;
- Parts replaced;
- Response and resolution time;
- Firmware updates carried out;
- Preventive maintenance performed; and
- Pending/repeated issues and recommendations.

9. Technical Manpower & Escalation

The bidder shall provide qualified technical personnel and a **three-level escalation matrix**, including contact details of the service coordinator, senior technical support and OEM escalation/support team.

10. Security & Confidentiality

The bidder's personnel shall comply with the purchaser's security procedures and shall maintain confidentiality of all information accessed during service. Storage media replaced during AMC shall be handled as per the purchaser's information-security requirements.

11. SLA Violation & Penalty

Failure to meet the stipulated response/resolution timelines shall attract **service-level penalties/service credits as per the provisions in Kerala Store Purchase Manual**. Persistent SLA violations or unsatisfactory performance may lead to termination of the AMC as per the terms of the contract.

12. Verification & General Conditions

1. The purchaser reserves the right to verify the bidder's OEM authorization, ISO certification, experience, office in Kerala, technical manpower and other credentials.
2. Submission of false or misleading information may result in rejection of the bid/termination of the contract as applicable.
3. The bidder shall provide **uninterrupted support throughout the AMC period** and comply with all applicable terms, conditions and instructions of the purchaser.
4. The bidder shall submit an undertaking confirming **unconditional acceptance of the above terms and conditions**.

IV. Terms and Conditions:

1. The price quoted should be inclusive all charges including taxes.
2. In case the vendor violates the tender conditions or does not attend to the complaints during the AMC period, the vendor will be penalised by forfeiting the performance security.
3. The bidder shall visit the Site & Equipment in detail prior to quoting for AMC.
4. In case of termination of the AMC before the total period of two years, the contractor will be entitled for payment only for the completed months of service.
5. The firm should take sufficient measures for the electrical and allied safety of the technicians and workers engaged by them in such maintenance activities strictly as per Indian Electricity Rules/Norms and the Contractor/firm himself only shall be responsible for any loss or damage caused to him or the people deputed by him in this regard.
6. During the course of service of the equipment, any damages or losses that may occur to the equipment or valuable assets of the University, due to negligence / improper handling or

faulty/improper adjustments, the contractor shall be responsible for the same and he will be bound to compensate for the losses suffered to the University in that respect.

7. All rules and regulations of the tender shall be in accordance with the Stores Purchase Manual of the Government of Kerala.

8. As per University Order No. 12812/2026/Admn dated 17.09.2026, the firm ITI Ltd, Palakkad is debarred/expelled from participating in this tender on account of their poor service during the warranty period and serious contractual violations committed by the firm, specifically their failure to honor the Annual Maintenance Contract (AMC) at the agreed-upon rate..

V. Technical Bid shall contain copies of the following documents:

1. The proof of registration of the bidder under relevant government rules.
2. Address proof of the bidder along with the phone number and e-mail id.
3. GST registration number along with proof of registration.
4. The preliminary agreement in plain paper in the format given below.
5. The bidder shall provide copy of PAN card.
6. Apart from the above, documentary proof of all items given under I Eligibility criteria, II Technical Terms and Conditions and 1 Eligibility under III Terms and Conditions for comprehensive hardware AMC

VI. The Financial Bid shall contain the following:

- (i) The bidder shall complete the price bid in the BoQ provided in the e-tender.
- (ii) The tax amount and other charges, if any, shall be furnished in the financial bid.

VII. General Conditions:

1. 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 with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
2. Micro, Small & Medium Enterprises and Cottage Industries and Industrial co- operatives within the State of Kerala 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 tender cost and 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.
3. The tenders will be opened on the appointed day and time in the office of the undersigned.
4. 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.
5. 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.
6. The final acceptance of the tenders rests entirely with the University who do not bind themselves to accept the lowest or any tender.
7. 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.
8. 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 9 below.

9. (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 as per rules as security for the satisfactory fulfilment of the contract. The amount of security may be provided in Fixed Deposit Receipts endorsed in favour of the Finance 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 AMC 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 the required materials are not supplied and proper service is not rendered the proportionate portion of the security deposit of the defaulter shall be forfeited and balance alone shall be refunded.

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

10. 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.

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

(i) by cheques or drafts on 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.

12. 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.

13. 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.

14. 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.

15. In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the Purchasing Officer to the contractor, be determined and the 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.

16. (a) 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 High Court of Kerala.

17. 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.

18. 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.

19. (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.

20. 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.

21. 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.

22. (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.

23. 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.

24. In its evaluation of the bids, University shall give due weightage, as determined by the University in its sole discretion to the technical competency, delivery schedule, previous performance record and any other matter that University consider relevant.

25. Right to Accept or Reject Bid and Costs:

University of Calicut reserves the right, in its sole discretion, to accept or reject any Bid, wholly or in part, or to annul and cancel the bidding process and reject all Bids at any time, without assigning any reason for the same. University of Calicut will not assume any liability for rejection of any Bid or cancellation of the bidding process.

All costs associated with the preparation and submission of Bids, answering, clarification and further information requests and carrying out all other activities

related to the Bid process will be at the account of Bidders, and no claim for the same will be entertained by University of Calicut under any circumstances.

26. Signing of Work Order:

Acceptance of the Bid by University of Calicut will be by way of a Letter of Intent ("LoI") or issuance of a work order legally binding on the successful Bidder issued by registered mail, hand, facsimile or courier to the successful Bidder. The LoI or the work order should be acted upon by the successful Bidder immediately on receipt. If issued by facsimile, the original LoI or the Work Order will be forwarded to the successful Bidder as soon as reasonably possible.

27. Agreement/Contract

If the Bid is accepted by University of Calicut by way of LoI, the successful Bidder shall be required to start the execution of the work order on the basis of agreement executing with University of Calicut within 14 (fourteen) days from the date of issue of the LoI by University of Calicut.

(a) 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 the para below.

(b) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender deposit a sum as per rules up to the period of completion of AMC as security for the satisfactory fulfilment of the contract. The amount of security may be deposited in Fixed Deposit Receipts in favour of the Finance Officer, University of Calicut. 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.

(c) 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 there by together with such sums as may be fixed by the University towards damages be recovered from the defaulting tenderer.

(d) Even in cases where no alternate arrangements for services are made, the proportionate portion of the security deposit shall be forfeited and balance alone shall be refunded.

(e) 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 5% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider

termination of the contract at the risk and cost of the contractor.

(f) 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.

28. Governing Laws:

This NIT and all the Addenda shall be constituted in accordance with laws of India.

FORMAT FOR AGREEMENT

Articles of agreement executed on this the day of
..... between the Registrar, University of Calicut (hereinafter referred to as "the University") of the one part and Shri.....
..... (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 specification therein subject to the terms and conditions contained in the said tender; WHEREAS the bounden has also deposited with the University a sum of as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Government. 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 Government 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 University of Calicut and Shri. Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. (date)

In the presence of witnesses:

1.

2.

Signed by Shri. (date)

In the presence of witnesses:

1.

2.

Tender documents and tender schedule may be downloaded 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)

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

Online Payment mode:

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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

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

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) Internet Banking Options (Corporate)

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	ShamraoViththal 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. *SBI Account Holders* shall click *SBI* option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
2. *Other Bank Account Holders* may click *Other Banks* 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.etenders.kerala.gov.in


DEPUTY REGISTRAR
PURCHASE DIVISION