

UNIVERSITY OF CALICUT

(Purchase Division)

124689/CUIET-A-ASST-1/2015/Admn

21.10.2020

The Registrar, University of Calicut, invites online tenders for for the supply of 12 numbers of 1.5 Ton Inverter Split AC and its required 4 KVA stabilizers to Institute of Engineering and Technology, University of Calicut.

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

Rate quoted should be inclusive of taxes and all other charges including installation. The bidder shall remit ₹2,478/- as cost of tender and ₹7,080/- as Earnest Money Deposit to take part in the tender. Detailed technical specifications (including catalogs and other details if any) should be uploaded under the heading Other Important Documents.

A primary agreement in ₹200/- Stamp paper shall be submitted along with the tender documents. The format of the primary agreement is attached below. A Performance Security equivalent to 5% of the total value of the contract rounded to the nearest rupee should be submitted by the successful bidder. The EMD and Performance Security are returnable.

The important dates and payments are as follows:-

Department to which purchase is made	Institute of Engineering and Technology
Last date for submission of bid	06/11/2020
Date and time of opening of the Bid	10/11/2020, 11.00 AM
Last date for submission of hard copies (Technical Bid)	16/11/2020
Tender Fee	₹2,478/-
EMD	₹7,080/-
Performance Security	5% of the actual cost from the successful bidder

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, Calicut University (P.O), Malappuram, Pin.673 635, Kerala, during working hours. (10:00 - 17:00 Hrs. Ph: 0494- 2407130, 2407160)

Technical Specifications

1.5 Ton AC	
Energy Star Ratings	Inverter 5 Star
Compressor	Rotary
Cooling Capacity	5900 W
Air Flow	670 CFM
Filters	PM 2.5 Micron Filter, Electrostatic Dust Filter
Indoor noise level (dB)	High 44 dB - Low 38 dB
Energy Efficiency Ratio (w/w)	4.62
Power Consumption	1900 W
Fan motor speed	4
Refrigerant	R 32
Features	Auto On / Off Timer, Refrigerant Leakage Detector, Auto Cleanser, Auto restart.
Warranty (On-site)	2 Years on Product and 10 Years on Compressor

4 KVA Stabilizer	
Capacity	12 Amp
Working range(Input)	170V – 270V
Cabinet Material	ABS
Design	Wall Mounting
Built In Thermal Overload Protection	Yes
Time Delay	ITDS 3Min ±20 sec
Warranty (On-site)	3 Years

Terms & Conditions

- The bidder should clearly mention the make and model number of the Air Conditioners & stabilizers to be supplied & installed.
- The bidder must attach the technical datasheet of each item.
- The bidder should be an OEM or OEM authorized partner and a copy of the authorization letter should be attached.
- The bidder should have local presence with service centre in Kerala.
- The bidder should supply & install the Air Conditioners & stabilizers on-site, with necessary stands & mountings.
- The price quoted should be including the supply, installation, necessary stands, mounting & accessories.
- The bidder should clearly mention the make & model and must upload the technical data sheet of the items quoted.
- The bidder should have local presence with service centre in Kerala.
- Special conditions, if any, printed on the tender documents of the tenderer or attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the University.

- The out door unit should be mounted on the suitable out door heavy AC stand.
- The bidder should be an OEM or OEM authorized partner & authorization letter from the OEM should be attached along with the Tender.
- The bidder should visit the site, prior to the of the submission of the Tender.
- The final acceptance of the bids rests entirely with the University of Calicut.
- All Store Purchase rules of Kerala Government will be applicable to the quotation.

General Conditions:-

1. GST registration is mandatory for the firms participate in the Tender and the copy of the GST registration certificate should be attached with the tender documents.
2. 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 above. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
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 keeping the rates firm for acceptance, the earnest money if any, deposited by him forfeited to University or such action taken against him as University think fit.
5. 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.
6. Communication of acceptance of the tender normally constitute 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 below
7. (a) The successful tenderer shall before signing the agreement and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to 5% of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in Store Purchase Manual (Revised Edition 2013) Government of Kerala. Letters of guarantee in the prescribed form for the amount of security from an approved bank will be considered enough at the discretion of the 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 the 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 defaulters 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 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 tender. (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.

8. No interest will be paid on earnest money deposited.
9. 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 deposit will be released only after the expiry of the guarantee period.
10. (a) All payments to the contractors will be made by Purchasing Officer in due course: (i) either by Departmental cheques payable at the Kerala Government Treasuries or (ii) by cheques or drafts on the Reserve Bank of India, State Bank of India at any of their Principal Branches in India) (iii) in the case of supplies from abroad by drafts as may be arranged between the contracting parties.(b) All incidental expenses incurred by the University for making payments outside the district in which the claim arises shall be borne by the contractor.
11. 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 the release of railway receipts/shipping documents) are made through banks.
12. The contractor shall not assign or make over the contract of the benefits or burdens thereof to any other person or body corporate. The contractor shall not under let 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.
13. 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 of the contract under inspection on behalf of or his creditors, or in case any receiving order or orders for the 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 non 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 branch 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 state.
14. 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, provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements here in 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 of other moneys 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 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 else where 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 money 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 proceedings relating to the matter shall be instituted in the Court with in whose jurisdiction the purchasing officer voluntarily resides.

15. 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 maybe handed over to his agent personally, e-mailed or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted , shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted/e-mailed would reach his place of abode or business.
16. The tenderer shall undertake to supply materials according to the standard sample and /or specifications.
17. No representation for enhancement of rates will be considered.
18. Any attempt on the part of the tenderers or their agents to influence the Department/stores Purchase Department in their favour by personal canvassing with the officers concerned will disqualify the tenderers.
19. The prices quoted should be inclusive of all taxes, duties, cesses, etc., which are or may become payable by the Contractor under the existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.
20. 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. Online Payment modes:

The tender document fees can be paid in the following manner through ePayment:

- i. State Bank of India Internet Banking: If a bidder has a SBI internet banking account, then, during the online bid submission process, bidder shall select SBI option and then select Internet banking option.The e-Procurement system will re-direct the bidder to SBI's internet banking page where he can enter his internet banking credentials and transfer the tender document amount.
- ii. National Electronic Fund Transfer (NEFT): If a bidder holds bank account in a different bank, then,during the online bid submission process, bidder shall select NEFT option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the

same in e Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT payment otherwise payment would result in failure in e- Procurement system. As NEFT payment status confirmation is not received by e-Procurement system on a real time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.

NEFT payment should be done according to following guidelines:

- i. Single transaction for remitting Tender document fee and EMD: Bidder should ensure that tender document fees and EMD are remitted as one single transaction.
- ii. Account number as per Remittance Form only: Account no. entered during NEFT remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by eProcurement system for that particular tender. Bidders must ensure that the banker inputs the Account Number (which is case sensitive) as displayed in the Remittance form. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT remittance.
- iii. Only NEFT Remittance Allowed: RTGS payments, Account to Account transfers, State Bank Group Transfers (GRPT) or Cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT transaction only irrespective of the amount and specially instruct the banks not to convert the payment type to RTGS or GRPT.
- iv. Amount as per Remittance form: Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.
- v. UTR Number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be updated as it is, in the e-Procurement system for tracking the payment.
- vi. (vi)One Remittance Form per Bidder and per Bid: The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder. Any transaction charges levied while using any of the above modes of online payment has 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.

Registrar

FORMAT FOR AGREEMENT

(to be submitted along with the tender in ₹200/- stamp paper)

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 fulfilment of the contract in case his tender is accepted by the University.

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

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 21 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. 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. 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 where of Shri (name and designation) 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.

