



KERALA AGRICULTURAL UNIVERSITY
Centre for e-Governance
KAU Main Campus, KAU P.O., Thrissur, Kerala, 680 656

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No. CeG/0003/2017(III)

Dated: 01-03-2017

QUOTATION NOTICE

Sealed super scribed quotations are invited for supplying the following Communication Maintenance services for KAU. Routine Telephone and Communication Line maintenance activities at the KAU Vellanikkara campus which extends over a span of approx. 6 km end to end. Approximate number of instruments is around 450 now. Exact details of the telephone instruments, communication lines, like make and model, configuration, age, present status etc. can be obtained by contacting the Systems Manager, CeG, KAU Headquarters.

The intending quotationers has to provide,

10. Telephone Equipment maintenance which includes supply of all types of spares and consumables which includes cost of replacement of circuit boards, cost of replacement of all spares of the equipment.
11. Telephone Line connectivity maintenance which includes troubleshooting complaints on the communication lines excluding OFC line, from the BSNL termination to all end users including breakages, faults at junction boxes and internal wiring. This includes supply of all types of spares and consumables and includes cost of replacement of the same if needed.
12. Quotationers also have to take care of any new wiring/connection which are needed as the situation arise as during 2017-18 (around 20 Nos expected).
13. Quotationers should have sufficient man power with expertise in telephone line and equipment maintenance.
14. Quotationers should arrange their own transportation support to cover the span of the network.
15. The Quotationer needs to resolve / make an alternative arrangement for solving the issue reported to them that fall under the agreement within 24 Hours during all working days of KAU (between 9 AM to 5 PM) and failing on it will attract a penalty of Rs 500/- on each unresolved/unattended issue.
16. The Quotationer will provide two Contact Numbers which are available 24 hours for reporting issues.
17. The Quotationer's service person should report to the Officer i/c of

Networks every working day at 10AM irrespective of service requests exists or not.

18. Report of Work including the actual expense incurred by the Quotationer will be provided on carrying out each support request to the Systems Manager, CeG, KAU for accounting and accessing the work.

Intending quotationers may submit their offers on their own letter pads. Quotations super scribed "Offer for AMC charges for Maintenance of Communication System in KAU Vellanikkara Campus." should be sent to the Systems Manager, KAU Main Campus, KAU P.O., Thrissur, 680656, Kerala so as to reach before **12.00 noon on 28-03-2017**. The offer submitted should be accompanied by an Earnest Money Deposit of 1% value of the quoted amount by way of a crossed Demand Draft in favour of the Systems Manager, KAU drawn on the State Bank of Travancore, KAU Campus (Branch Code 70670). Quotations should also be accompanied by an agreement on Kerala stamp paper of Rs.200/- as per format available in the KAU website (www.kau.in/tenders) under the "Related Documents" section. Quotationers should have IT/PAN registration and photo copy of the same should be attached with the offer. Income Tax as applicable will be deducted from the payments. Annual rates is quoted. Probable period of contract is till the end of March, 2018.

The accepted quotationer will have to execute an agreement as per format available in Annexure I of this notice on Kerala stamp paper of Rs. 200/- for the satisfactory fulfillment of the contract and remit security deposit of 5% of the total value of the contract by way of TDR in favour of the Systems Manager, KAU, Vellanikkara, failing which the order is liable to be cancelled and the EMD forfeited.

Offers received will be opened at **14.00 p.m. on 28-03-2017** in the presence of such of the quotationers or their authorized agents who is present at that time. Offers received after the last date and time are liable to be rejected. If the date of opening happens to be a holiday due to unexpected circumstances like bandh, hartal etc., quotations will be opened on the next working day at the same place and time. Offers will be evaluated taking into consideration the technical capabilities of the quotationer. Suitable methods will be adopted to assess the expertise level of the manpower resources offered. The undersigned reserves the right to accept or reject any/all offer/s without assigning any reasons whatsoever. All rules and procedures normally applicable to purchases as per Kerala state government purchase rules will be applicable in this case also. Further details can be had from the office of the undersigned during working hours.

-Sd-
Systems Manager, KAU

Annexure I

AGREEMENT

(To be executed on Kerala stamp paper of face value Rs. 200/- purchased in the name of the Contractor)

AGREEMENT executed on this the ____ day of the month of _____ in the year two thousand and ____ between _____ (hereinafter called the 'Contractor') and the _____ (here enter the name and address of the purchasing officer), for and on behalf of the Vice-Chancellor of the Kerala Agricultural University (hereinafter called 'the University').

WHEREAS the Contractor has tendered for the supply of articles for the use of the University as per tender notification no. _____ dated _____ published at pages __ of part ___ of Kerala Government Gazette dated ___, which tender notification shall form part of this Agreement as if incorporated herein.

AND WHEREAS the University have been pleased to accept the offer subject to the conditions stipulated in the supply order no. _____ dated _____ attached herewith (which shall form part of this Agreement as if incorporated herein) in respect of the articles mentioned therein.

AND WHEREAS the Contractor has, as security for the due fulfilment of his obligations under this deed, deposited Rs. _____ being five percent of the estimated value of the contract as per draft on _____ Bank duly approved by the Govt/ in the form of a letter of guarantee for such amount from _____ Bank, approved by the Government.

NOW THESE PRESENTS WITNESS AS FOLLOWS:

1. (a) In cases where alongwith the tender, samples have been forwarded to the University and the samples approved, the Contractor agrees to supply the materials according to the approved samples. In other cases, the Contractor agrees to forward samples to University for approval if so required and then to supply materials according to such approved samples. When samples are not required, the Contractor agrees to supply according to standard specifications. Samples forwarded by the Contractor to the University will not be paid for and shall be the property of the University, but the University are at liberty to return them to the Contractor on the completion of his contract or to pay for them at agreed rates, if they so choose. All samples must be clearly labelled showing to what particular items tendered for they relate and they should be of sufficient size and quantity to enable the University to see if the supplies made are according to the approved samples.

(b) The Contractor hereby declares that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the copy of the order attached herewith and the Contractor hereby guarantees that the said goods would continue to conform to the description and quality aforesaid

for a period of twelve/ months from the date of delivery of the said goods to the University and that notwithstanding the fact that the University may have inspected and/or approved the said goods, if during the aforesaid period of twelve/ months, the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated, (and the decision of the University in that behalf will be final and conclusive), the University will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods will be at the Contractors risk and all the provisions herein contained relating to rejection of goods etc. shall apply. The Contractor shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by the University. Otherwise the Contractor shall pay to the University such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the University in that behalf under this contract or otherwise.

2. Requests for enhancement of rates once accepted will not be considered except where the University have, prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstances. Conditions of sale or other special terms and conditions, if any, printed on the quotation sheets of the Contractor or attached with the Contractor's tender or any other letter or paper from the Contractor, will not govern this contract nor bind the University in any manner whatsoever, unless such terms have been expressly accepted by the University in writing.

3. The articles and quantities to be supplied are shown in the copy of the supply order attached herewith. The Contractor agrees to supply the quantities of the articles shown in the order at the rate tendered by him for each article within the time fixed.

4. The Contractor agrees that time is the essence of this contract.

5. If the Contractor defaults in the due supply of all or any of the articles correctly and promptly as above, the University are at liberty to procure the same from elsewhere without cancelling the contract as a whole. If University incur, in thus procuring such materials, a higher cost than the agreed rate, such excess cost may be deducted by the University from the Contractor's bill or adjusted or otherwise realised from his security deposit or recovered from him by other means. The Contractor agrees that he shall not be entitled to claim the excess, if any, of the tendered rate over cost to the University.

6.(a) The Contractor agrees that final payments will be made only on production of tax clearance certificates relating to Agricultural Income Tax, Sales Tax and Income Tax by him.

(b) All payments to the Contractor for supplies effected satisfactorily will be made after scrutiny of his bills

(i) Either by cheques or drafts on the Reserve Bank of India, State Bank of India and State Bank of Travancore (at any of their principal branches in India).

(ii) or in the case of supplies from abroad, by drafts or otherwise as may be agreed to.

(c) The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipt/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 banks) alone may be accepted as a valid proof for the payment made.

7. All incidental expense incurred by the University for making payment outside the district in which the claim arises shall be borne by the Contractor.
8. The Contractor shall not assign or make over in part or wholly the contract or the benefits or burdens thereof. The Contractor shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of the University. The University shall have absolute power to refuse such consent or rescind such consent (if given) at any time. The Contractor shall not be relieved from his obligation, duty or responsibility under this contract even if consent to let or sublet is given by the University.
9. NOTWITHSTANDING the provisions contained in Clause 4, the University shall have the right to cancel the contract for any default on the part of the Contractor in due performance thereof.
10. It shall be lawful for the University, from and out of any moneys for the time being payable or due to the Contractor from the University under this contract or otherwise, to set off any loss or expense cost or damage sustained or incurred by the University by reason of the cancellation of the contract.
11. The security deposit shall, subject to the conditions specified herein, be returned to the Contractor within three months after the expiration of the contract. In all cases where there are guarantees for the goods supplied, the security deposit will be released only after the expiry of the guarantee period.
12. The Contractor agrees that any communication addressed to him may be handed over to him or his agent personally or left at his residence or place of business or may be sent by prepaid post to his address as mentioned in this deed.
13. In case the supply of articles involves erection of machinery, the Contractor agrees that the machinery will be erected within the time and at the place specified by the University in that behalf. It shall also be the duty and responsibility of the Contractor to see that the machinery thus erected is in good working condition to the satisfaction of the person duly authorised by the University in that behalf and to ensure the proper functioning of the machinery till the guarantee period is over. In the event of the failure of the Contractor to erect the machinery within the time and at the place specified by the University, or in the event of the machinery failing to function properly during the guarantee period, the amount spent by the University and the loss sustained by the University on this account by making alternate arrangements shall be recoverable from the Contractor in the manner provided in Clause 14 hereunder.
14. The Contractor agrees that all sums found due to the University under or by virtue of these presents shall be recoverable from him and his properties movable and immovable, under the provisions of the Revenue Recovery Act for the time being in force as though they are arrears of land revenue or in any other manner and within such time as the University may deem fit. The Contractor agrees that in deciding what sum of money is due from the Contractor under or by virtue of this Agreement, the decision of the University shall be final and conclusive and shall be binding on the Contractor.
15. The Contractor agrees that any sum of money due and payable to him from the University shall be adjusted against any sum of money due to the University from him under any other contract.

16. The Contractor agrees that he will resolve / make an alternative arrangement for solving the issue reported to them within 24 Hours during all working days of KAU and failing on it will attract a penalty of Rs 500/- on each unresolved/unattended issue.

17. The Contractor agrees that he will provide two Contact Numbers which are available 24 hours for reporting issues.

18. The Contractor agrees that his service person will report to the Officer i/c of Networks every working day at 10AM irrespective of service requests exists or not.

19. The Contractor agrees that he will provide the Report of Work done including the actual expenditure incurred by him on carrying out each support request to the Systems Manager, CeG, KAU for accounting and accessing the work.

IN WITNESS WHEREOF the Contractor and Sri _____ (here enter the name and address of the purchasing officer), for and on behalf of the Vice-Chancellor of the Kerala Agricultural University have here unto set their hands.

Signed sealed and delivered by :

(the Contractor)

In the presence of witnesses:

1.

2.

Signed, sealed and delivered by Sri. _____
(here enter the name and address of the purchasing officer), for and on behalf of the Vice-Chancellor, Kerala Agricultural University.

In the presence of witnesses:

1.

2.