



# **APJ ABDUL KALAM TECHNOLOGICAL UNIVERSITY**

CET campus, Thiruvananthapuram - 695 016

Ph: 0471 2598122; Fax: 2598522 [www.ktu.edu.in](http://www.ktu.edu.in) Email: [university@ktu.edu.in](mailto:university@ktu.edu.in)

KTU/ASST(ADMIN)/2642/2019

27.05.2019

**Tender No. 002/ASST(ADMIN)/2642/2019**

## **TENDER NOTICE**

Competitive tenders are invited for the supply of software licenses for implementing video conference system as per the attached specification for the APJ Abdul Kalam Technological University. The last date of receipt of tenders is 07.06.2019 3.00 PM. The tenders will be opened on the same day at 3.30 PM in presence of the bidders who wish to be present for the same. The undersigned reserves the right to accept or reject any tender if found unsatisfactory without assigning any reasons thereof. The details of the tender can be had from the University website [www.ktu.edu.in](http://www.ktu.edu.in).

Dr PADMAKUMAR G P  
Registrar

\* This is a computer system (Digital File) generated letter. Hence there is no need for a physical signature.



# **AGREEMENT**

Article of agreement executed on this the ..... day of

.....

..... between the Registrar of the APJ Abdul Kalam Technological

University (hereinafter referred to as "The University) on the one part and Shri

.....(H.E, name and address of the tenderer) (hereinafter referred to as "the Bounden") on the other part.

WHEREAS in response to the notification

No.....dated..... Bounden has submitted to the University a tender for the

..... Specified therein subject to the terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with the University a sum of Rs

..... as earnest money for the execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the University.

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

1. In case the tender submitted by the bounden is accepted by the University and contract for

..... is awarded to the bounden, the bounder shall within ..... days of acceptance of his tender, execute an agreement with the University incorporating all the terms and conditions under which the University accepts his tender

2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the University shall have power and authority to recover from the bounden any loss or damage caused to the University by such breach as may be determined by the University by appropriating the earnest money deposited by the bounden and if the earnest money found to be inadequate the deficit amount may be recovered from the bounden and his properties moveable and immovable in the manner hereinafter contained.



3. All sums found due to the University under 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 the University may deem fit.

In witness whereof Shri

.....

(H.E. Name and designation) for and on behalf of the Registrar of the APJ Abdul Kalam Technological University and Shri

.....

The 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 No. 002/ASST(ADMIN)/2642/2019

## **APJ ABDUL KALAM TECHNOLOGICAL UNIVERSITY**

### **TENDER**

**Containing General Conditions for the supply of software licenses for  
implementing Video conferencing System**

Name of Tenderer :

Address :

Signature of Tenderer :



**APJ ABDUL KALAM TECHNOLOGICAL UNIVERSITY**  
**MBA Building, CET Campus**  
**Trivandrum, Kerala-695016**  
**Ph: 0471- 2598122; Fax: 0471-2598522**  
[www.ktu.edu.in](http://www.ktu.edu.in); Email: [university@ktu.edu.in](mailto:university@ktu.edu.in)

FORM OF TENDER

Sir,

I/We hereby tender to supply, under the annexed general conditions of contract, the whole of the services referred to and described in the attached specification and schedule, or any portion thereof as may be decided by the APJ Abdul Kalam Technological University, at the rates quoted against each item. The services will be delivered within the time and at the places specified in the schedule.

\*I/We am /are remitting/have separately remitted the required amount of Rs..... as earnest money.

Yours faithfully,

(Signature) .....

(Address) .....

.....

Date:.....

---

- To be scored off in case where no earnest money deposit is furnished



## GENERAL CONDITIONS

Sealed tenders are invited for the supply of the materials as specified in schedule below/attached.

1. The tender should be addressed to The Registrar, APJ Abdul Kalam Technological University in a sealed cover with the tender number and name shown below duly super scribed on the cover.
2. The form can be downloaded from the website **[www.ktu.edu.in/tenders](http://www.ktu.edu.in/tenders)**  
The tender form may be printed in A4 size paper. Editing of the pre-printed text in the tender form in any way other than as indicated (like ticking, filing in with ink/typing, scoring off inapplicable material etc) will render the tender form invalid and liable for rejection. There is no fee for the tender form.
3. Intending tenderers should send their tenders so as to reach the officer mentioned in the tender notification, on due date and time noted therein. 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 therein. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
4. Every tenderer who has not registered his name with the State Government (Store Purchase Department), should send along with his tender, an earnest money of one percent of the quoted amount of total cost of the articles tendered for (rounded to the nearest rupee) . The amount may be paid by Demand Drafts (crossed) on the local branch of State Bank of India drawn in favour of the Finance Officer, APJ Abdul Kalam Technological University, Thiruvananthapuram. Cheques will not be accepted. The earnest money of unsuccessful tenderers will be returned as soon as possible after the tenders are settled; but that of successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfilment of the contract. No interest will be paid for the earnest money deposit.
5. The tenders will be opened on the appointed day and time in the office of the The Registrar, APJ Abdul Kalam Technological University, Trivandrum in the presence of such of those tenderers or their nominees who may present at that time.
6. 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 APJ Abdul Kalam Technological University or such action taken against his as the University think fit.
7. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the commencement of services.
8. The final acceptance of the tenders rests entirely with the University who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tender as may be allotted to them.
9. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless the successful tenderer shall also execute an agreement for the due fulfilment of the contract within the period 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 agreement. Failure to execute the agreement within the period specifies will entail the penalties set out in Para 10 below.
10. a) The successful tenderer shall, before signing the agreement, and within the period specified in the letter of acceptance of this tender, deposit a sum equivalent to 10 per cent



of the value of the contract as security for the satisfactory fulfilment 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 Demand Draft.. Letter of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of the APJ Abdul Kalam Technological 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 APJ Abdul Kalam Technological University, and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the APJ Abdul Kalam Technological 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 services, fails to fulfil the contracts in full, may at the discretion of The Registrar, APJ Abdul Kalam Technological University, 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 APJ Abdul Kalam Technological University shall thereby, together with such sums as may be fixed by the Kerala technological University towards damages, be recovered from the defaulting tenderer.

11. The security deposit shall, subject to the conditions specifies 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 University and the contractor, the University shall be entitled to deduct out of the deposit 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 to any time from the University to the contractor. In all cases the security deposit will be released only after the expiry of the guarantee period.

12. a) All payments to the contractor will be made by The Registrar, APJ Abdul Kalam Technological University in due course, by online transfer to the account of the supplier.

b) All incidental expenses incurred by the APJ Abdul Kalam Technological University for making payments in which the claim arises shall be borne by the contractor.

13. The contractor shall not assign or make over the contract or the benefit 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 Registrar, APJ Abdul Kalam Technological University who shall have absolute power to refuse such consent or to rescind such content (if given) at any time if he is not satisfied with the manner in which contractor or the sub-contractor upon such rescission. Provided always that is such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

14. a) In case the contractor becomes insolvent or goes liquidation, or makes or proposes to make any assignment for the benefit of his creditors for the settlement of his debts, or carries on his business or the contract under inspection on behalf of his creditors or in any case 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 in case in which under any clauses of his contact 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 Registrar APJ Abdul Kalam Technological University to the contractor, be determined and the APJ Abdul Kalam Technological University may complete the contract in such time and manner and by such persons as the APJ Abdul Kalam Technological University shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the APJ Abdul Kalam Technological 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 the APJ Abdul Kalam Technological University by any breach of contract by the contractor shall be paid by the contractor to the APJ Abdul Kalam Technological University and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.



15. a) In case the contractor fails to provide services 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 APJ Abdul Kalam Technological University (if they shall think fit to do so) to arrange for the services from elsewhere or on behalf of the Kerala Technological University by and order in writing under the hand of The Registrar, APJ Abdul Kalam Technological University put an end to his contract and in the case the University shall have incurred, sustained or been put to any costs, damages and expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to the APJ Abdul Kalam Technological University under and by virtue of this contract, it shall be lawful for the APJ Abdul Kalam Technological University from and out of any moneys for the time being payable or owing to the contractor from the APJ Abdul Kalam Technological 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 proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the The Registrar, APJ Abdul kalam Technological University voluntarily resides.

16. Any sum of money due and payable to the contractor(including security deposit returnable to him) under the contract may be appropriated by The Registrar, Kerala Technological University or the APJ Abdul Kalam Technological University or any other person authorized by the APJ Abdul Kalam Technological University and set off against any claim of The Registrar, APJ Abdul Kalam Technological University or the APJ Abdul Kalam Technological University for the payment of a sum money arising out of or under any other contract made by the contractor with the Registrar, APJ Abdul Kalam Technological University or the APJ Abdul Kalam Technological University or any other person authorized by the APJ Abdul Kalam Technological University. Any sum of money due and payable to the successful tenderer or contractor from the APJ Abdul Kalam Technological University shall be adjusted against any sum of money due to the APJ Abdul Kalam Technological University from him under any other contracts.

17. Every notice thereby required or authorized to be given may be either give to the contractor personally or left at his residence or last known place or abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place or 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 would reach his place of abode or business.

18. The tenderer shall undertake to supply services according to the specifications.

19. No representation for enhancement of rates once accepted will be considered.

20. Any attempt on the part of the tenderers or their agents to influence the APJ Abdul Kalam Technological University in their favour by personal canvassing with the officer 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. The price quoted should be inclusive of all taxes, duties, cesses, etc.

23. Special conditions, if any, of the tenderers attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.





24. The tenderer should send along with this tender an agreement executed and signed in Kerala stamp paper worth Rs. 200/-. A specimen form of agreement is given as annexure to this tender. Tenders without the agreement in stamp paper will be rejected outright.



Specification to procure license for implementing video conferencing system at KTU

SI.No	Item	Specification	Qty
1	Partner Premier, One year, Real Presence Warranty	Partner Premier, One year, Real Presence Group 500-520p: Group 500 HD codec, EagleEyeIV-12x camera	1
2	Group Series and Centro Multipoint License	Group Series and Centro Multipoint License.6way on Group 500, Group 550	1
<b>* Manufacturer's Authorization Letter is Mandatory</b>			

