

**NOTICE INVITING TENDER FOR SUPPLY AND INSTALLATION OF
COMPUTER CLUSTER AND WORKSTATION WITH MONITOR FOR
SCANMAT CENTRE AND DEPARTMENT OF MATERIALS SCIENCE OF
CENTRAL UNIVERSITY OF TAMIL NADU CAMPUS, THIRUVARUR**

Tender No.44/2016-17

Date of Issue: 27.02.2017

Date of closing: 23.03.2017



**Central University of Tamil Nadu
Neelakudi Campus
Thiruvavur-610 005**

NOTICE INVITING TENDER

Central University of Tamil Nadu, Thiruvavur invites tender under **Two Bid** System for supply, erection, installation, commissioning, testing, demonstration and training of IT equipment, as per specifications given in the **Annexure-I** attached to the Tender form. All offers should be made in English and should be written in both figures and words. Tender forms can be downloaded from the website (www.cutn.ac.in) of the University.

Who can bid?

1. The tenderer should be dealing with the supply of similar equipment at least FIVE years as on 01-01-2017.
2. The tenderer should have an annual turnover of at least **Rs. 1 Crore** per year during the last THREE financial years viz. 2013-2014, 2014-2015 and 2015-16 (each year).
3. The tenderer should undertake to provide comprehensive onsite maintenance during the warranty and AMC for a minimum period of Five Years after warranty.
4. The tenderer should be either an original manufacturer or the authorized dealer having been established in the field for minimum period of FIVE years as on 01-01-2017.
5. The firm should have registered with CST/ and VAT (State Government).
6. The University has been granted the benefit of exemption from the payment of the Central Excise Duty and Customs Duty by the Department of Scientific and Industrial Research (DSIR), Govt. of India, vide their Notification No.10/97 dt. 01-03-1997 and 51/96 dt. 23-07-1996 respectively, in respect of
 - a. Scientific and technical instruments, apparatus, equipment including computers.
 - b. Accessories and spare parts of goods specified in (a) above and consumables.
 - c. Computer software, compact disks, CD ROM, Recording magnetic tapes, microfilms, micro-chips etc.,
 - d. Prototypes

Hence, the bidders should take into consideration about this facility of the University while quoting for the advertised scientific equipment.

The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. The Registrar, Central University of Tamil Nadu, Thiruvavur reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly without assigning any reason. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

Pre-bid Conference:

A pre-bid conference will be held on **10.03.2017** at **11:00** hours at the Room No.F1-02, Conference Hall, Administrative Building, CUTN. All prospective bidders/tenderers are requested to attend the pre-bid conference. In order to facilitate CUTN for proper conduct of the pre-bid conference, all prospective bidders/tenderers are requested to submit their queries with envelope bearing the tender number and date on top and marked "**Queries for Pre-Bid Conference**" so as to reach CUTN well before the date for Pre-bid Conference or by email to purchase@cutn.ac.in with subject "**Queries for pre-bid Conference**". CUTN will answer the queries during the pre-bid conference, which would become a part of the proceedings of the conference. All the participating bidders/tenderers shall sign the proceedings. These proceedings will become a part of clarifications/amendments to the bidding documents and would become binding on all the prospective bidders/tenderers. These proceedings will also be published in CUTN website for the benefit of all the prospective bidders/tenderers. Before submitting the bids, all prospective bidders/tenderers are advised to go through the CUTN website after the pre-bid conference, in order to enable/make cognizance of the changes made in the bidding document.

Important Dates

Events	Date	Time	Venue
Date of Commencement of Sale of Tender Document	27.02.2017 (Monday)	09:30 Hrs. Onwards	
Pre-bid Conference	10.03.2017 (Friday)	11:00 Hrs.	Conference Hall,, Administrative Block, Room No.F1-02, (First Floor) CUTN
Last date of sale of Tender Document	22.03.2017 (Wednesday)	17.00 Hrs.	
Last date of submission of Tenders	23.03.2017 (Thursday)	15.00 Hrs.	
Opening of Technical Bid	23.03.2017 (Tuesday)	16.00 Hrs.	Conference Hall, Administrative Block, Room No.F1-02, (First Floor) CUTN

Date: **27/02/2017**

Registrar
Central University of Tamil Nadu

Instructions to Bidders including Terms and Conditions of Contract

1. Scope of Bid

1.1. Central University of Tamil Nadu (CUTN), Thiruvarur, hereinafter called “Purchaser”, invites bid for supply, installation and commissioning of the equipment, including critical spares and warranty for three years after validation and subsequent maintenance for five years after the expiry of warranty at CUTN campus in Thiruvarur.

2. Cost of Bidding

2.1. The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser shall in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding.

3. Tender Document

3.1. The Tender Document is not transferable.

3.2. The bidder shall make a copy of the tender document before submitting the same to the concerned office. No requests will be entertained for making a copy after the submission of the document.

4. Clarifications in Tender Document

4.1. The Purchaser will respond to any request for clarification or modification of the Tender Document that are received up to **FIVE** (05) days prior to the deadline for submission of bids prescribed by the Purchaser. For this purpose, the prospective Bidder(s) requiring clarification in the Tender Document shall notify the Purchaser in writing at the Purchaser’s address.

4.2. Written copies of the Purchaser’s response including the explanation of the query raised by the Bidders will be sent to all the Bidders who have purchased the Tender Document. Further, it will be assumed that the Bidder has taken into account such clarifications/explanations while submitting the bid.

5. Amendment of Tender Document

5.1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment(s).

5.2. Amendments will be intimated in writing to all Bidders who have received the Tender Document and shall be binding on them. Further, it will be assumed that the Bidder has taken into account such amendments while submitting the bid.

6. Language of Bid

6.1. The bid prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and the Purchaser shall be in English and the Contract shall be construed and interpreted in accordance with that language.

6.2. If any of the brochures, leaflets or communication is prepared in any language other than English, a translation of such document, correspondence or communication shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence, and communications, shall bear the costs and risks of such translation.

7. Documents Comprising the Bid

7.1. All bids must be substantially responsive and shall comprise the following:

- a. Earnest Money Deposit (EMD);
- b. Separate envelopes for technical as well as commercial bid sealed and put together in a sealed cover along with EMD.
- c. Documents establishing conformity of the Equipment to the Tender Document;
- d. Bidder's company related information. The bidder should furnish photocopies of the PAN and TIN.
- e. Copy of Tender Document marked "Original" with each page signed and stamped to acknowledge acceptance of the same;
- f. Any other information, which the Bidder wishes to provide.
- g. Users list of same or at least closely similar equipment supplied for similar purpose.
- h. Supporting documents mentioning the address of the service centers with telephone and Fax numbers should be attached with the bid.
- i. The bidder should have consistent annual turnover of at least **Rs. 1 Crore** per year for the last THREE financial years (2013-2014, 2014-2015 & 2015-2016) and should produce audited statement of accounts or statement of turnover certified by Chartered Accountant for the above mentioned financial years.
- j. The bidder should have supplied similar equipment to at least three reputed central government educational/research institutions. Supporting documents such as purchase orders, work completion certificates should be attached with the bid. An undertaking to provide comprehensive onsite maintenance during the warranty and AMC periods for the equipment should be given by the bidder.
- k. The bidder should be a reputed manufacturer or an authorized suppliers of reputed manufacturers for the equipment quoted in the tender; a certificate to this effect should be attached with the bid.

8. Format and Signing of Bid

8.1. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons authorized. All pages of the bid shall be numbered and except for unamendable printed literature, shall be initialed by the person or persons signing the bid.

8.2. The bid shall not contain any interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections.

9. Sealing and Marking of Bids

The Technical Bid (**Annexure-II**) and the Commercial Bid (**Annexure-IV**) shall be sealed by the bidder in separate covers duly superscribed as **Tender for Computer Cluster and Workstation with Monitor for SCANMAT Centre and Department of Materials Science - Technical Bid** and **Tender for Computer Cluster and Workstation with Monitor for SCANMAT Centre and Department of Materials Science - Commercial Bid** respectively and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed as **Tender for Computer Cluster and Workstation with Monitor for SCANMAT Centre and Department of Materials Science - Tender Notice No.44/2016-17**. The bidding may be made for a specific item or for all the items in **Annexure-I**. **The technical details of the equipment/s along with the filled-in format (Annexure-II) should be kept inside the Technical Bid Envelope and sealed.** The tender must reach **The Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur-610 005** by post/courier or by hand on or before **23/03/2017, 15:00 hours**.

10. Bid Prices

10.1. Prices must be quoted separately for each equipment/item identified.

10.2. Price quoted for equipment must include all costs associated with packing, transportation, insurance, all duties and levies, delivery of equipment, loading and unloading on DOOR DELIVERY basis to the university at Neelakudi Campus, Thiruvarur 610 005 including its installation, commissioning, integration and validation.

10.3. Price of Annual Maintenance Contract (AMC) for **FIVE** years after the warranty period shall be quoted separately for each equipment. Purchaser reserves the right to negotiate on AMC.

10.4. Prices quoted by the Bidder shall be firm during the validity of the bid.

11. Bid Currency: Prices of IT equipment shall be quoted in Indian Rupees

12. Conformity of the Tender Document

12.1. The Bidder shall furnish, as part of its bid, documents establishing the conformity of the Equipment that the Bidder proposes to supply under the Contract to the requirements of the Purchaser, as given in the Tender Document.

12.2. The documentary evidence of conformity of the Equipment to the Tender Document may be in the form of written descriptions supported by literature/diagrams/certifications, including:

- (a) A detailed description of the essential technical, functional and performance characteristics of the Equipment that the Bidder is proposing to supply;
- (b) Technical details of the major subsystems/components of the Equipment;

13. Earnest Money Deposit (EMD)

13.1. The Bidder shall furnish, as part of its bid, an EMD @ 2.5% on estimated value and that shall be interest free. The amount of EMD is mentioned at **Annexure –V**.

13.2 The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI) are exempted to furnishing the EMD and tender fee. Self-attested photocopy of valid registration certificate issued by competent authority for supply of laboratory equipment must be enclosed with the technical bid.

13.3. The EMD shall be in the form of a demand draft drawn in favour of **Central University of Tamil Nadu** and payable at **Thiruvarur**. The EMD may also be in the form of Bank Guarantee (**Annexure-VI**).

13.4. Any bid not accompanied with the EMD shall be rejected by the Purchaser as non-responsive.

13.5. The bid security of the Bidders will be returned as promptly as possible, but not earlier than fifteen (15) days after the successful Bidder has furnished the required performance security.

13.6. The EMD may be forfeited under the following circumstances:

(a) If a Bidder:

- (i) Withdraws its bid during the period of bid validity specified on the Bid Form or
- (b) In the case of the successful Bidder, if the Bidder fails to:
 - (i) Sign the Contract or
 - (ii) Furnish performance security.

14. Period of Validity of Bids: Bids shall remain valid for a period of **180 days** after the date of deadline for submission of bids prescribed by the Purchaser.

15. Deadline for Submission of Bids

15.1. Bids must be received by the Purchaser at the address specified not later than the time and date as stated. In case this date happens to be a declared holiday for the office of the Purchaser or happens to be a holiday declared incidentally, the Bids shall be received up to the appointed time on the next working day.

15.2. The Purchaser may, at its discretion, extend this deadline for submission of bids in which case all rights of the Purchaser and all obligations of the Bidders will thereafter be subject to the deadline as extended.

16. Late Bids: Any bid received by the Purchaser after the bid submission deadline prescribed by the Purchaser, shall be rejected and returned unopened to the Bidder.

17. Modification and Withdrawal of Bids

17.1. The Bidder may modify or withdraw the bid after submission, provided a written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for bid submission.

17.2. The Bidder's modifications shall be prepared, sealed, marked and dispatched as follows:

(a) The Bidders shall provide the modification to its bid, clearly identified as such, in an envelope duly marked **BID MODIFICATION**.

17.3. A Bidder wishing to withdraw the bid shall notify the Purchaser in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall:

(a) be addressed to the Purchaser at the specified address and

(b) bear the reference number and the title of the project, and the words **BID WITHDRAWAL NOTICE**. Bid withdrawal notices received after the bid submission deadline will be ignored and the bid submitted prior to that will be deemed to be a valid bid.

17.4. No Bid shall be modified subsequent to the deadline for submission of Bids.

17.5. No bid shall be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

18. Opening and Examination of Bids

18.1. The Technical bids will be opened on the prescribed date and time as mentioned in the Bid document. Bidder or their authorized representative may be present during the opening of technical bid, if they wish.

18.2. The purchaser will evaluate the technical bids. Those tenders, whose technical bids fulfill the technical requirements and responsive to the tender requirements will be considered for the next stage. Those bids which found to be either non-responsive, not satisfying the technical requirements or both will not be considered and will be rejected.

18.3. The Price bids of the successful bidders on the basis of evaluation as mentioned in 18.2 will be considered for next stage for opening.

18.4. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required security has been furnished, whether the documents have been properly signed and whether the bids are generally in order.

18.5. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price, which is obtained by

multiplying the unit price and quantity, or between subtotals and the total price, *the unit or subtotal price shall prevail* and the total price shall be corrected. If there is a discrepancy between words and figures, *the amount in words shall prevail*. If a Bidder does not accept the correction of errors, the bid will be rejected and its EMD is liable to be forfeited.

18.6. Prior to the detailed evaluation, the Purchaser will determine whether each bid is complete and is substantially responsive to the Tender Document. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Document without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is:

(a) One that limits in any substantial way the scope, quality, or performance of the Equipment;

OR

(b) One that limits, in any substantial way that is inconsistent with the Tender Document, the Purchaser's rights or the successful Bidder's obligations under the Contract; and

(c) One that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

18.7. If a bid is not substantially responsive, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder.

19. Clarification of Bids: During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

20. Evaluation of Responsive Bids: The Purchaser will evaluate the bids that have been determined to be substantially responsive.

21. Contacting the Purchaser

21.1. From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it shall do so in writing.

21.2. If a Bidder tries to directly influence the Purchaser or otherwise interfere in the bid evaluation process and the Contract award decision, its bid shall be rejected.

22. Award Criteria

22.1 Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Lowest Evaluated Bid.

22.2 The University reserves the right to buy different items/quantity from different bidders considering price of individual/group of equipment or any other factors as decided by the committee.

23. Purchaser's Right to Accept/Reject/Modify Bids

23.1. The Purchaser reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

23.2. The Purchaser reserves the right to negotiate with the Bidder having the Lowest Evaluated Bid.

24. Award of Purchase Order

24.1. Prior to the expiration of the period of bid validity, the Purchaser will issue the Letter of Intent/Purchase Order to the successful Bidder in writing.

24.2. The Purchase Order will constitute the foundation of the Contract.

24.3. Upon the successful Bidder's furnishing of the copy of the Purchase Order duly signed on each page and the performance security, for the equipment ordered shall be provided by the supplier.

25. Contract Agreement

25.1. Within fifteen (15) days of receipt of the Purchase Order, the successful Bidder shall sign and date its copy on each page and return it to the Purchaser, along with the Performance Security.

25.2. Copy of Purchase Order duly signed and dated by the successful Bidder on each page shall constitute the Contract Agreement.

26. Performance Security

26.1. Within fifteen (15) days of receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security equal to 10% of the Contract value (excluding the value of annual maintenance charges). **The Performance Security will be valid all along the warranty period and shall extend upto sixty (60) days after the date of completion of warranty period.**

26.2. The security shall be in one of the following forms:

(a) A bank guarantee (in the format as provided in **Annexure-VII** of the bidding documents) issued by the Indian Scheduled bank acceptable to the Purchaser.

(b) A Demand Draft favouring **Central University of Tamil Nadu** payable at Thiruvarur.

26.3. The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier not later than fifteen (15) days after its expiration.

26.4. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Purchaser may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.

27. Contract Documents

27.1. All documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

27.2. The order of precedence of the Contract documents will be as follows:

- (i) Contract Agreement
- (ii) All other Forms
- (iii) Equipment and their Requirements
- (iv) Supplier's Bid
- (v) Tender Document

28. Amendment to Contract: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract and is signed by a duly authorized representative of each party to the Contract.

29. Supplier's Responsibilities

29.1. The Supplier's obligations involve:

- (a) Supply of Equipment/items given in Tender Document.
- (b) Making operational the Equipment (installation, commissioning & validation of Equipment).
- (c) Development of test methods & applications.
- (d) Training, at the cost of Supplier, of personnel in operation, day-to-day maintenance and troubleshooting of the Equipment.
- (e) Supply of Material (instruction/operation/service/maintenance manuals including drawings & circuit diagrams and application notes), Calibration Certificates (where applicable, traceable to national/international standards) and any other documents specified in the Contract.
- (f) Maintenance of the equipment during and after the warranty period (Five Years of AMC after the warranty of three years).

29.2. The Supplier shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items, services and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for installation & commissioning, integration & validation of Equipment as if such work and/or items and Materials were expressly mentioned in the Contract.

30. Time for Supply, Installation, Commissioning and Validation of the Equipment

30.1. The Supplier shall supply the Equipment within the period specified in the tender document i.e. **within FOUR weeks of signing the purchase order or within the period mutually agreed between purchaser and supplier.**

30.2. The Supplier shall thereafter proceed with the installation & commissioning, integration and validation and demonstrate operational acceptance of the Equipment within the period specified, unless it is mutually agreed.

31. Terms of Payment

(a) No advance payment will be made at any cost. Quotation of tenders demanding advance payment and clearance through Banks will not be accepted.

(b) 100% after successful delivery and installation of the equipment's, through electronic bank transfer with a condition that a Performance Security of 10% of the value of the equipment covering the warranty period, which will extend upto 60 days beyond the warranty period, shall be submitted by the successful bidder. The Performance Security shall be in the form of Bank Guarantee.

(c) For claiming the payment the following documents would be produced before paying authority.

- (i) Invoice
- (ii) Delivery Challan
- (iii) Receipt from the consignee
- (iv) Satisfactory Installation certificate by the suppliers duly signed by the user
- (v) No payment will be made for goods rejected at site on testing.

32. Taxes and Duties: The Supplier should ensure payment of all taxes, duties, levies and charges assessed by all municipal, state or national government authorities, in connection with the Goods and Services supplied under the Contract.

33. Product Upgrades: The Supplier shall continue to support and maintain the version/model of the Equipment supplied by upgrading the software and the hardware as and when amendments are carried out in the existing version or the product is upgraded. Whereas upgrades to the software shall be supplied free of cost, the Supplier may charge for upgrade in hardware provided it is of major nature. An upgraded version of the instrument and software related with the instrument shall be supplied.

34. Penalties

34.1. If the Supplier fails to complete any of the activities in accordance with the time specified for it, or any extension of the time granted by the Purchaser, the Supplier shall pay to the Purchaser penalties at the rate specified in the Tender document.

34.2. The Purchaser reserves the right to terminate the contract if the Supplier defaults on any of the time limits by more than **FOUR** weeks.

35. Defect Liability

35.1. The Supplier warrants that the Equipment, including all sub-assemblies and components provided, shall be free from defects in the design, engineering/manufacturing, workmanship and performance that prevent the Equipment and/or any of its sub-assemblies and components from fulfilling the Equipment Requirements or that limit in a material fashion the operation, reliability, accuracy, sensitivity and precision of the Equipment, its sub-assemblies and components. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

35.2. The Warranty Period shall commence from the date of validation of the Equipment and shall extend for the length of time specified in the tender document supra.

35.3. If during the Warranty Period any defect found in the Equipment, the Supplier shall promptly, at its sole cost, repair or otherwise make good such defect as well as any damage to the Equipment caused by such defect. Any defective Equipment, Sub assembly or component that has been replaced by the Supplier shall become the property of the Supplier and the new substituted/replaced equipment in good condition shall become the property of the purchaser.

35.4. Validation of the Equipment shall be carried out by the Supplier each time a major repair is carried out in the Equipment during the warranty period.

35.5. Response time for attending to defects shall be 24 - 48 hours after they are reported to the Supplier or its designated service agent. If the Equipment cannot be used for more than TWO working days by reason of such defect and/or making good of such defect, the warranty period for the Equipment shall be extended by a period equal to the period during which the Equipment could not be used by the Purchaser because of such defect and/or making good of such defect.

36. Intellectual Property Rights Warranty and Indemnity

36.1. The Supplier hereby represents and warrants that the Equipment as supplied, installed & commissioned along with its Application Software and copying of Manuals & other documents provided to the Purchaser in accordance with the Contract does not and will not infringe any Intellectual Property Rights held by any third party.

36.2. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all losses, liabilities and costs (including losses, liabilities and costs incurred in defending a claim alleging such a liability), that the Purchaser may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights.

37. Effect of Force Majeure

37.1. If the Supplier is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify

the Purchaser in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fifteen (15) days after the occurrence of such event.

37.2. The Supplier, when affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the Contract and to fulfill its obligations under the Contract, but without prejudice to Purchaser's right to terminate the Contract.

37.3. No delay or non-performance by the Supplier caused by the occurrence of any event of Force Majeure shall:

- (a) Constitute a default or breach of the Contract;
- (b) Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.

37.4. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than THIRTY days or an aggregate period of more than sixty (60) days on account of one or more events of Force Majeure, the Purchaser shall have the right to terminate the Contract by giving a notice to the Supplier.

38. Extension of Time Limits for supply & making operational the Equipment

The time limit for supply, installation & commissioning, integration & validation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) Any occurrence of Force Majeure;
- (b) Any other matter specifically mentioned in the Contract;

By such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

39. Assignment: The Supplier shall not, without the prior written consent of the Purchaser, assign to any third party, the Contract or any part thereof.

40. Settlement of Disputes : Any dispute or claim arising out of/relating to this Contract or the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Thiruvavarur.

41. The page number should be marked in all pages serially (including all supporting documents enclosed with the tender document) and the declaration for the same shall be submitted by the bidder as **Annexure-VIII**.

42. Central University of Tamil Nadu reserves the right to accept or reject any or all the tenders in part or whole or may cancel the tender at its sole discretion without assigning any reason whatsoever. No further correspondence in this regard will be entertained.

SUMMARY SHEET:

Purchaser	Central University of Tamil Nadu
Purchaser's address	Central University of Tamil Nadu, Neelakudi Campus, Thiruvavarur-610 005.
Tender Document Fees	Rs.500/-
EMD	EMD @ 2.5% on estimated value and that shall be interest free. The amount of EMD is mentioned at Annexure-V .
Period of Bid Validity	The Bids shall be valid for a period of One Hundred and Eighty (180) days from the date of deadline for the submission of bids.
Pre-Bid Conference	Time:11:00 hours; Date: 10.03.2017;
Deadline for the submission	<u>Time:16:00 hours; Date: 23.03.2017;</u>
Time Date and Venue for opening of Technical Bids	<u>Time:17:00 hours; Date: 23.03.2017;</u> <u>Venue: Administrative Building, Room No.F1-02.</u>
Performance Security	The Supplier shall provide a performance security equal to 10% of the Contract value (excluding the value of annual maintenance charges).
Deadline for the supply of the equipment	Four (04) weeks from date of signing of copy of Purchase Order by the Bidder.
Deadline for the Installation and Commissioning of equipment	Two (02) weeks from the deadline for supply of equipment.
Rate for Penalties	The Supplier shall pay the Purchaser Penalties at the rate of 1.0% per week of the Contract value (excluding the value of annual maintenance charges).
Warranty Period	The period of warranty shall be Thirty Six (36) months after installation and validation of the equipment.

Technical Specifications

I. SCANMAT CENTRE

Item No.1: MODULAR CHASSIS

Sl. No.	Description	Qty.
1	Chassis Attributes: 2U Hybrid Modular Chassis capable of accommodating 6 numbers of 2-socket servers (or) 3 numbers of 4-socket servers	1 No.
2	I/O slots: Up to 8 x PCIe 3.0 I/O expansion slots	
3	Inter Connect: Redundant 1Gbe Pass Through Module or Internal 8 ports to External 8 ports	
4	Management: <ul style="list-style-type: none"> • Management Controller shall manage all resources (server nodes and shared infrastructure) in a single web console • Common Management console from Server OEM should support local and remote management, consistent with other products from the same OEM • Server nodes must contain proven Management processor and Remote Management controller for agent-free, automated systems Management 	
5	Cooling: 8 hot-swappable fans to provide cooling to the I/O components in the system	
6	Power Supplies: Hot-plug PSUs: of at least 1600W AC in 1+1 redundant configuration	
7	Blade Server support: The chassis should support intermixing of both Intel Xeon processor based 2 socket, 4 socket drivers, as well as storage blade	
8	Warranty: 3 years, 24x7 Onsite Warranty	

Item No.2: SERVER NODES:

Sl. No.	Description	Qty.
1	Processor: 2x Intel Xeon E5-2630 v4 2.2GHz, 25M Cache, 8.0GT/s QPI, Turbo, HT, 10C.	5 Nos.
2	Chipset: Latest OEM chipset supporting an optimized for the above Processor	
3	Memory: RAM (min/max): 96 GB/512 GB DDR-4 ECC RDIMM 2133 Mhz RAM	
4	Hard Disk drives: 2 x 600GB Hot Plug 12Gbps 10K RPM SAS Hard Disk Drives configured in RAID 1	
5	I/O slots: Access to 2 x PCIe 3.0 (x8) expansion slots	
6	Graphics: Integrated Graphics with atleast 16MB Video Memory	
7	Network: Integrated Quad Port 1G adapter	
8	Server Management: OEM embedded controller with IPMI 2.0 compliance and Server Management Tool from same OEM	
9	Industry Standard Certifications & Benchmarks: The quoted server models should have the following Certifications: The quoted server models should have the following Certifications: Microsoft® Windows Server® 2008 R2 SP1, (includes Hyper-V®), Microsoft Windows Server 2012, Microsoft Windows Server 2012 R2 (includes Hyper-V), Novell® SUSE® Linux Enterprise Server, Red Hat® Enterprise Linux®. FCC, UL, ROHS Certification	
10	Warranty: 3 years, 24x7 Onsite Warranty.	

Item No.3: WORKSTATION with MONITOR

Sl. No.	Description	Qty.
1	Configuration: Core i7-6700 3.4 8M 4C CPU, 24GB DDR4 (3x8GB) RAM, 1TB, Nvidia K420 2GB Graphics, Windows 10 down gradable to Windows 7, 64 bit DVD-RAW, 3 years onsite Monitor Size: 23" or Higher with IPS Display	6 Unit

II. Department of Materials Science**Item No.4: WORKSTATION with MONITOR**

Sl. No.	Description	Qty.
1	Configuration: Core i7-6700 3.4 8M 4C CPU, 16GB DDR4 (2x8GB) RAM, 1TB, Nvidia K420 2GB Graphics, Windows 10 down gradable to Windows 7, 64 bit DVD-RAW, 3 years onsite. Monitor Size: 23" or Higher with IPS Display	5 Unit

TECHNO- COMMERCIAL & TECHNICAL BID PROFORMA
PART-A
(Company Profile)

Sl. No.	Firm Details	Particulars
1	Firm Name	
2	Address	
3	Contact person with phone Numbers	
4	Email ID	
5	Type of company (Manufacturer/Authorized Dealer)	
6	If not Manufacturer, proof of Authorized	
7	Year of Establishment	
8	Certificate of Registration	
9	PAN No & Copy of the certificate	
10	TIN No & copy of the certificate (VAT)	
11	CST & VAT Registration details	
12	Details of Fee Application Fee Rs.500/- DD No. & Date Drawn on Bank	
13	Details of EMD DD No. & Date Drawn on Bank	
14	TD signed on all pages and stamped	
15	Details of gross income of the firm as evident from the Audited Statement	
	FY 2015-16 -	
	FY 2014-15 -	
	FY 2013-14 -	
16	Service Centre in Tamil Nadu	
17	Catalogue / brochures and Photograph	

Sl. No.	Firm Details	Particulars
18	Experience in dealing with Central Educational Institutions/Central Govt. Departments (Indicate the names of the Department and years of dealing with those Departments and attach copies of contracts order placed on the firms).	
19	User List	
20	Service and Warranty details	
21	Service Facility: In order to ensure proper and timely after sales service, contact details with addresses of service centre nearest to Thiruvarur shall be provided along with the bid.	
22	Brief particulars of facilities for equipment and availability of spares	
23	Affidavit on non-judicial Stamp paper of Rs.10/-that there is no Vigilance/ CBI case pending against the firm	
24	Service support in India: Track record of service provided to clients with supporting documents for past three years	
25	Additional information, if any (Attach separate sheet, if required)	

- **Compliance Statement to specifications of the equipment to be provided by the tenderer as in Annexure-III**

Note: This proforma shall filled in by the bidder without which the bid may not be considered for evaluation. Documentary proof has to be enclosed for all the particulars mentioned in the Technical Bid Proforma.

Signature and Seal of the bidder

PART-B

(Items profile-To be filled by the bidder)

The detailed description of the materials should be mentioned and duly signed in each page by the bidder.

Proforma

Information regarding specification compliances

Name of tenderer

Sl. No.	Sl. No. & Name of equipment included in tender enquiry/form	Specification/part of specification given in the tender form of the University for which tenderer has offered differently	Specification/part of specification that the tenderer has offered differently	How the different specification is suitable for the intended use by the University

Annexure-IV (a)

COMMERCIAL BID PROFORMA

1. The Price of the item is to be given the format mentioned below:

Sl. No.	Description	Qty.	Make & Model No.	Rate per quantity		Rate for extended warranty after expiry of standard Warranty of 3 years
				In figure	In words	
I. SCANMAT Centre						
1	Modular Chassis	1				
2	Server Nodes	5				
3	Workstation with Monitor	6				
II. Department of Materials Science						
4	Workstation with Monitor	5				
Grand Total (Inclusive of all taxes) (In Words)		(In Figures)				

2. The Price quoted for materials must include all costs associated with installation, commissioning, packing, transportation, transit insurance, all duties and levies, delivery of materials, loading and unloading on **DOOR DELIVERY** basis to the university at Thiruvapur.

3. Maximum educational discount as could be offered should be mentioned.

4. The tenderer/ bidder is required to provide a total implementation solution to CUTN which will include the following:

- a) Supply & Commissioning of the Equipment.
- b) Appropriate awareness training should be provided to the concerned officials of CUTN.

5. Prices quoted should be upto Institute premises and should be inclusive of all charges viz. installation, acceptance test and charges for one year onsite comprehensive warranty. 24 hours CRT (Call Resolution Time), 365 days including Saturdays and Sundays, off hours support, escalation Matrix up to three (3) level.

6. If the specification mentioned by the bidder is deviated from the specification proposed by the University, bidder has to give compliance in prescribed format given below:

Note: It is mandatory to indicate the full name, make/brand, model number and detail specification of the items quoted (in addition, a brochure of product information may be attached along with).

QUOTATION BREAKUP

Sl. No.	Item Description	Qty.	Cost Per Unit (INR)	VAT / CST	Transportation / Freight Charges upto University	Total (Inclusive of all Taxes)
I. SCANMAT Centre						
1	Modular Chassis	1				
2	Server Nodes	5				
3	Workstation with Monitor	6				
II. Department of Materials Science						
4	Workstation with Monitor	5				
	Total (A)					
	Other Charges, if any (B)					
	Grand Total (A+B)					
Grand Total (Inclusive of all taxes) (In Words)						

Quote for Extended Warranty:

Note: This Proforma will be the part of Commercial Bid Proforma

Signature and seal of the bidder

List of Equipment to be supplied

Sl. No.	Name of Equipment	No. of Units.	Estimated Value (In Rs.)	EMD Amount (In Rs.)
I. SCANMAT Centre				
1	Modular Chassis	1	4,00,000	10,000
2	Server Nodes	5	26,25,000	65,625
3	Workstation with Monitor	6	7,43,148	18,580
II. Department of Materials Science				
4	Workstation with Monitor	5	6,19,290	15,485

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
(hereinafter called the “tenderer”) has submitted their offer dated.....for
the supply of
(hereinafter called the “tender”) against the purchaser’s tender enquiry
No..... KNOW ALL MEN by these presents
that WEof having our
registered office at are bound unto
..... (hereinafter called the “Purchaser) in the sum of
..... for which payment will and truly to be made to
the said Purchaser, the Bank binds itself, its successors and assigns by these
presents. Sealed with the Common Seal of the said Bank this.....
day of2017

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the "Bank") of the one part, and Central University of Tamil Nadu, Thiruvarur (hereinafter called "the Purchaser") of the other part.

2. Whereas the Purchaser has awarded the contract for Supply, Installation, Commissioning, Integration and Validation of _____ (name of the equipment) (hereinafter called the contract) to _____ (hereinafter called the Supplier); (Name of the Supplier)

3. AND WHEREAS the Supplier is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

4. Now, I/we the undersigned, being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Purchaser the full amount of Rs. _____ (Amount in figures and words) as stated above.

5. After the Supplier has signed the aforementioned Contract with the Purchaser, the Bank is engaged to pay the Purchaser, any amount up to and inclusive of the aforementioned full amount upon written order from the Purchaser to indemnify the Purchaser for any liability of damage resulting from any defects or shortcomings of the Supplier under the Contract mentioned above, whether these defects or shortcomings are actual or estimated. The Bank will deliver the money required by the Purchaser immediately on demand without delay without reference to the Supplier and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings of the Supplier. The Bank shall pay to the Purchaser any money so demanded notwithstanding any dispute/disputes raised by the Supplier in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. This Guarantee is valid for a period of thirty six months from the date of signing. (Initial period for which this Guarantee will be valid must be for at least thirty (30) days longer than the anticipated expiry date of warranty period).

7. At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Supplier or if the Supplier fails to complete the work within the time of completion as stated in the Contract, or fails to discharge

himself of the liability or damages as stated under Para 5 above, the Bank shall extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the Supplier.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Supplier.

9. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment hereof shall in no way relieve the bank of its liability under this deed.

10. The expressions "the Purchaser", "the Bank" and "the Supplier" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month & Year) being herewith duly authorized.
For and on behalf of the _____ Bank.

Signature of Authority

Bank official Name: Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness 1

Signature

Name

Address

Witness 2

Signature

Name

Address

Declaration

We hereby undertake that there are _____ pages, serially numbered, in the submitted tender including the supporting documents. (Please number all the pages including blank page, if any).

We have submitted our principal's exclusive authorization letter which is specific for this tender No. _____ dated _____.

Signature and seal of the bidder