

**NOTICE INVITING TENDER ENQUIRY FOR SUPPLY & INSTALLATION  
OF OFFICE FURNITURE FOR VARIOUS DEPARTMENT / SECTION AT  
CUTN**

**Tender No.2020-21/03**

**Date of Issue: 05.08.2020**

**Date of Closing: 26.08.2020**



**Central University of Tamil Nadu**

Neelakudi Campus

Thiruvarur-610 005



# तमिलनाडु केन्द्रीय विश्वविद्यालय

(संसद द्वारा पारित अधिनियम 2009 के अंतर्गत स्थापित)

**CENTRAL UNIVERSITY OF TAMIL NADU**

(Established by an Act of Parliament, 2009)

नीलक्कुडी परिसर/Neelakudi Campus, तिरुवारूर/Thiruvavur- 610 005

☎:04366-277359 / email: purchase@cutn.ac.in

**TENDER NO.2020-21/03**

**05.08.2020**

## **NOTICE INVITING TENDER ENQUIRY FOR SUPPLY & INSTALLATION OF OFFICE FURNITURE FOR VARIOUS DEPARTMENT/SECTION AT CUTN**

Central University of Tamil Nadu, an institution setup by an Act of Parliament, invites sealed Tender under Two-Bid System for the **Supply & Installation of Office Furniture for Various Department / Section at CUTN** as per the specifications given in **Annexure-I**. The tender documents downloaded from [www.cutn.ac.in](http://www.cutn.ac.in).

The Technical Bid (**Annexure-II**) and the Commercial Bid (**Annexure-III**) duly filled shall be sealed by the bidder in separate covers duly superscribed as **Tender for Office Furniture for Various Department / Section at CUTN - Technical Bid** and **Tender for Office Furniture for Various Department / Section at CUTN- 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 Office Furniture for Various Department / Section at CUTN- Tender Notice No.2020-21/03**. The bidding may be made for a specific item or for all the items in **Annexure-I**. The tender documents must reach **The Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvavur 610 005** by post or by hand on or before **26.08.2020, 15:00 hours**.

Tenders received after due date/time will not be considered under any circumstances. Canvassing in any form will result in the disqualification of the bidder. Tenders sent by fax/email will not be considered. To avoid any complications with regard to Late Receipt/Non Receipt of Tenders, it may please be noted that responsibility rests with the bidder to ensure that the tenders reach the above mentioned address on or before the due date.

**Who can bid?**

1. The tenderer should be dealing with the supply of similar furniture at least FIVE years as on 01-01-2020.
2. The tenderer should have an annual turnover of at least **Rs. 70 Lakhs** per year during the last THREE financial years viz. 2016-17, 2017-18 and 2018-19.
3. The tenderer should have authorized service centers in Chennai/Trichy/Tanjore/Kumbakonam or any other nearby city/town for the past five years with required manpower for effecting after sales and services.
4. The tenderer should undertake to provide comprehensive onsite maintenance during the warranty and AMC for a **minimum period of Three Years** after warranty and should be able to rectify/attend the complaints within 2 days of the receipt of complaint (excluding Saturday, Sunday or any closed holidays) during the warranty period.
5. 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 01-01-2020.
6. The firm should have registered with GST.
7. The manufacturer should have good quality management system conforming to International Standards like ISO 9001-2008(**optional**).
8. The tenderer should have fulfilled all legal/statutory requirements to carry on the business of manufacturing/selling furniture.
9. The manufacturer should have a standard price list of its products all over the country and must submit a copy of the said list with the Commercial Bid.
10. The Technical Bid must be accompanied by the manufacturer's catalogue/ brochures and photograph etc. (in original) in respect of the product offered.
11. The firm should not have debarred/blacklisted by any Govt. Organization/Dept.

**Important Dates:**

<b>Events</b>	<b>Date</b>	<b>Time</b>	<b>Venue</b>
Tender Document Download Start Date	05.08.2020	09:30 Hrs. onwards	-
Tender Document Download End Date	25.08.2020	15:00 Hrs.	-
Last date of submission of tenders	26.08.2020	15:00 Hrs.	-
Opening of Technical Bids	26.08.2020	16:00 Hrs.	Conference Hall, Administrative Block, Room No. F1-02, (First Floor), CUTN

Date: **05.08.2020****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 Officefurniture, including critical spares and warranty for **three years** after validation and subsequent maintenance for **three years** after the expiry of warranty for Central University of Tamilnadu 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 Furniture to the Tender Document;
  - d. Bidder's company related information. The bidder should furnish photocopies of the PAN and GST.
  - 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 furniture supplied for similar purpose.
  - h. The bidder should have an authorized service center in Chennai/Trichy/Tanjore/Kumbakonam or any other nearby city/town. 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. 70 Lakhs** for the last **THREE** financial years (2016-17, 2017-18 and 2018-19) 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 furniture to at **least three** reputed central / state government/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 furniture should be given by the bidder.
  - k. The bidder should be a reputed manufacturer or authorized suppliers of reputed manufacturers for the furniture 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**

9.1. The Bidder shall seal the bid in an envelope.

9.2. The envelope shall

(a) be addressed to **The Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur – 610 005.**

(b) bear the reference number, the title of the Tender Document (**Tender Notice No.2020-21/03**), and

(c) bear the name and address of the Bidder so that the bid can be returned unopened in case it is declared late.

9.3. If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

9.4. Cable/Facsimile or Fax/conditional Bids shall be rejected.

## **10. Bid Prices**

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

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

## **11. Bid Currency**

11.1. The Currency of all quoted rates shall be 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 Office Furniture 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 Office Furniture 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 Office Furniture that the Bidder is proposing to supply;

(b) Technical details of the major subsystems/components of the Office Furniture;

## **13. Earnest Money Deposit (EMD)**

13.1. The Bidder shall furnish an EMD @ 2% on estimated value of **Rs. 72,790/-**(Rupees **Seventy Two Thousand Seven Hundred and Ninety Only**) in the form of demand draft drawn in favour of **Central University of Tamil Nadu** and payable at **Thiruvarur**.

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

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

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

13.5. 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 may be modified subsequent to the deadline for submission of Bids.

17.5. No bid may 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. Sample:** Sample submission is mandatory for Office Furniture for Technical Evaluation. The decision of the Technical Evaluation Committee on the samples will be final.

**19. Test Certificate:** Necessary valid Test Certificate from a recognized laboratory shall be produced for all the quoted products at the time of bidding itself

## **20. Opening and Examination of Bids**

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

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

20.3. The Price bids of the successful bidders on the basis of evaluation as mentioned under clause 20.2 will be considered for the next stage for opening.

20.4. 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.

20.5. 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 may be forfeited.

20.6. The Purchaser may waive any minor nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

20.7. 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 Furniture;

**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.

20.8. 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.

**21. 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.

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

### **23. Contacting the Purchaser**

23.1. 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.

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

### **24. Award Criteria**

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

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

### **25. Purchaser's Right to Accept/Reject/Modify Bids**

25.1. 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.

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

### **26. Award of Purchase Order**

26.1. 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.

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

### **27. Contract Agreement**

27.1. 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.

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

## **28. Performance Security**

28.1. 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.**

28.2. 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**.

28.3. 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.

28.4. 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.

## **29. Contract Documents**

29.1. 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.

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

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

**30. 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.

## **31. Supplier's Responsibilities**

31.1. The Supplier's obligations involve:

- (a) Supply of Furniture/items given in Tender Document.
- (b) Making operational the Furniture (installation, commissioning & validation of Furniture).
- (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 Furniture.
- (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 furniture during and after the warranty period (Three Years of AMC after the warranty of three years).

31.2. 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 Furniture as if such work and/or items and Materials were expressly mentioned in the Contract.

31.3. The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless, the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier.

### **32. Time for Supply, Installation, Commissioning and Validation of the Furniture**

32.1. The Supplier shall supply the Furniture 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.**

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

### **33. Terms of Payment**

33.1. 90% of the total payment will be released after satisfactory delivery, installation of the furniture and remaining 10% will be released on submission of a Bank Guarantee for equivalent value (10%) of order value as performance security to cover the warranty period (38 months).

33.2. If any time before the delivery of the furniture, it is found that the same furniture have been offered to another party in India at a lower rate, payment shall be restricted to the extent of such lower rate and the Supplier shall be liable to pay the Purchaser the difference in two rates i.e. excess charged over such lower rate, if payment had been made by the purchaser. The University will look into a reasonable past period to ensure this.

33.3. The supplier should submit mandate form for payment through EAT module in PFMS as **Annexure – VI.**

**34. 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.

### **35. Penalties**

35.1. 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.

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

### **36. Defect Liability**

36.1. The Supplier warrants that the Furniture, including all subassemblies and components provided, shall be free from defects in the design, engineering/manufacturing, workmanship and performance that prevent the Furniture and/or any of its subassemblies and components from fulfilling the Furniture Requirements or that limit in a material fashion the operation, reliability, accuracy, sensitivity and precision of the Furniture, its subassemblies 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.

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

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

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

36.5. 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 Furniture 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 Furniture shall be extended by a period equal to the period during which the Furniture could not be used by the Purchaser because of such defect and/or making good of such defect.

**37. Subletting of Work:** The firm shall not assign or sublet the work or any part of it to any other person or party.

### **38. Effect of Force Majeure**

38.1. 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.

38.2. 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.

38.3. 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.

38.4. 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.

**39. Extension of Time Limits for supply & making operational the Furniture**

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.

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

**41. Governing Law:** The Contract shall be governed by and interpreted in accordance with the laws of India.

**42. 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 Thiruvarur.

**43.** 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**.

**44. 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, Thiruvavur 610 005.
<b>Period of Bid Validity</b>	<b>The Bids shall be valid for a period of One Hundred and Twenty (180) days from the date of deadline for the submission of bids.</b>
Deadline for the submission	<u>Time:15:00</u> hours; <u>Date: 26.08.2020</u> ;
Time, Date and Venue for opening of Technical Bids	<u>Time:16:00</u> hours; <u>Date: 26.08.2020</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 furniture	Four (04) weeks from date of signing of copy of Purchase Order by the Bidder.
Deadline for the Installation and Commissioning of furniture	Two (02) weeks from the deadline for supply of furniture.
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 validation.

**TECHNICAL SPECIFICATION****Item No.1 Executive Table - 50 Nos**

Equivalent to Godrej Office Table WT716/718 or equivalent with same design, quality and finish.  
The Design of the Executive Table is shown below:

**Specifications:**

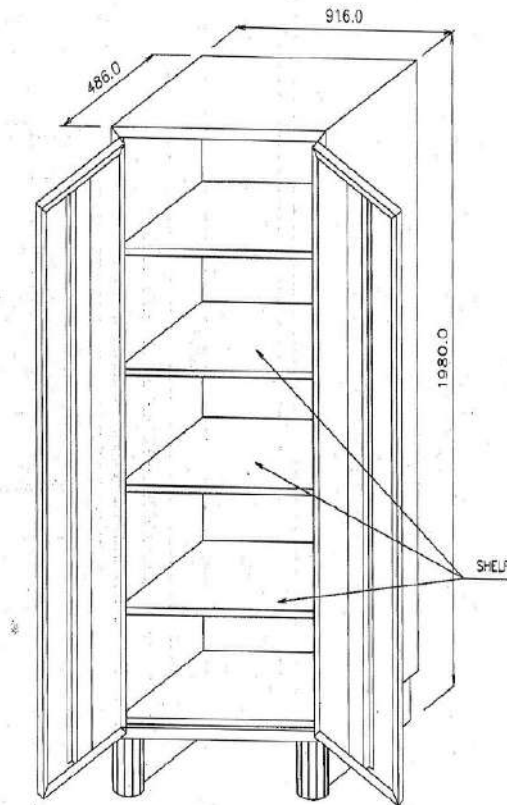
#	Elements	Specification
<b>Top</b>	Worksurface	WT716: 1665 x 900 x 25mm Thick. WT718: 1800 x 900 x 25mm Thick. (Pre-Laminated Board (PLB) All Worksurface edges are duly sealed with 2mm Thick beading.)
<b>Understructure</b>	Tubular Frame Side+ Fronts+Back Panels Front support Tube	MS ERW square tube : 30 x 30 x1.6 mm Thick. Pre-Laminated Twin Board of 18 mm Thick. MS ERW Tube of 32 x 19 x 1.6 mm Thick.
<b>Storage</b>	Desk Pedestal Sides ERU storage	Combination of Pre-Laminated Panels & MS Sheets Size : 439 W x 729 D x 538 H Roller slides. Hinged door unit with shelf : 341W x 438D x 493H

**Note :** All overall dimensions are in millimeter.

## **Item No. 2 Steel Almirah – 80 Nos**

Equivalent to Godrej Storwel plain or equivalent with same design, quality and finish. The Design of the Steel Almirah is shown below

### **Specifications:**



Sr.No.	Feature or parameter	Specifications
1.	Model	Plain with 4S
2.	Product Size	916mm(W) x 486mm(D) x 1980mm(H)
3.	Construction & Material	<ul style="list-style-type: none"> <li>▪ Welded construction.</li> <li>▪ 0.7mm thk CRCA* for shelf</li> <li>▪ 0.8mm thk CRCA* for back</li> <li>▪ 0.8mm thk High yield strength CRCA** for doors</li> <li>▪ 0.9mm thk CRCA* for all other components.</li> </ul> *CRCA 'D' grade as per IS:513 ** CRCA 'D' grade high yield strength as per IS:513
4.	Locking & handle	<ul style="list-style-type: none"> <li>▪ Mazak handle</li> <li>▪ Three way locking mechanism with shooting bolt</li> </ul>
5.	Shelving	<ul style="list-style-type: none"> <li>▪ Height wise adjustable shelf mounting</li> <li>▪ Uniformly Distributed Load Capacity per each full shelf is 40 Kg maximum</li> <li>▪ 4Nos. of adjustable full Shelf</li> </ul>
6.	Leveler	<ul style="list-style-type: none"> <li>▪ M10 screw type leveler with hex plastic base</li> </ul>
7.	Finish	<ul style="list-style-type: none"> <li>▪ Epoxy Powder coated to the thickness of 50 microns (+-10).</li> </ul>



### **Item No. 3 File Cabinet – 15 Nos**

Equivalent to Godrej 4 Drawer Filing Cabinet or equivalent with same design, quality and finish. The Design of the File Cabinet is shown below

#### **Specifications:**



Number of Drawer (NOS)	: 4
Drawer suspension	: Ball Slide (Not as per IS 3313)
Lock	: Provided
Locking Mechanism	: central locking mechanism
Movable with Wheels at bottom	: No
Loading Capacity of drawer in KG (+/- 2 Kg)	: 40 kilogram
Sheet Thickness of Side, Back, Top and bottom in mm (+/- 5%)	: 0.7 millimeter
Sheet Thickness of Filing Drawer in mm (+/- 5%)	: 0.7 millimeter
Clutch compressor strip or Cradle strip	: MS Sheet (Not as per IS 3313)
Overall Height $\pm 10$ (mm)	: 1300 millimeter
Width $\pm 10$ (mm)	: 475 millimeter
Depth $\pm 10$ (mm)	: 620 millimeter
Height of smallest Drawer $\pm 10$ (mm)	: ALL DRAWERS EQUAL
Height of medium Drawer $\pm 10$ (mm)	: ALL DRAWERS EQUAL
Height of largest Drawer $\pm 10$ (mm)	: ALL DRAWERS EQUAL
Finish	: powder coated

**PROFORMA FOR TECHNICAL BID**  
(In separate sealed cover-I super scribed as "Technical Bid")

S.No	Discription	Page .No
1.	Name & Address of the Agency with phone number, email etc. <u>and</u> name, address and telephone/mobile number , Contact Person Name	
2.	Year of establishment of the agency( <b>Copy of the registration certificate to be enclosed</b> )	
3.	Type of firm: Propriety / Partnership/Private / Private Ltd etc	
4.	PAN Number( <b>copy to be enclosed</b> )	
5.	Goods and Service Tax Registration Number (GST)( <b>copy to be enclosed</b> )	
6.	Firm should have the experience for at <b>least Five</b> years in similar field as stated in the "Scope of Work". The Supplier shall have at <b>least 03</b> Supply order to Govt Education Institution / Research laboratory etc.( <b>copy of work order / work completion certificate should be enclosed</b> )	
7.	Location of service centre in and around Tamil Nadu / Puducherry.	
8.	Annual Turnover (Rs. In Lakh)  2016 – 17 2017 – 18 2018 - 19  Audited financial statements or financial statement showing turnover duly signed by a chartered Accountant are to be enclosed.	
9.	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
10.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificates to be attached in this regard.)	
11.	Details of the DD of Rs. towards bid security (EMD). DD No. Date: Drawn on: (OR) EMD Exemption Certification No. ( <b>copy to be enclosed</b> )	

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Seal of Company \_\_\_\_\_

**Commercial Bid****(To be enclosed in separate sealed cover)**

1. The price of the Office Furniture in the **Annexure-I** is to be given individually in the format mentioned below:

Sl. No.	Name of the Furniture	No. of Units/ Sets	Cost per Unit/Set	Total Cost (Inclusive of all taxes & delivery /installation charges)
1.	<b>Executive Table</b>	50 Nos.		
2.	<b>Steel Almira</b>	80 Nos.		
3.	<b>File Cabinet</b>	15 Nos.		
Grand Total (Inclusive of all taxes) (In Words)			(In Figures)	

2. The quote should include a warranty of **THREE** years from the date of commissioning/installation of the furniture and AMC for **Three** years. The format for AMC is provided below:

Sl. No.	Annual Maintenance Contract (AMC) after the Warranty Period			
	Name of the Furniture	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year

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

4. Price quoted for furniture must include all costs associated with packing, transportation, transit insurance, taxes, all duties and levies, delivery of furniture, loading and unloading on **DOOR DELIVERY** basis to the university at **Thiruvarur** including its installation, commissioning, integration and validation.

5. The bid will be valid for a period of 120 days from the date of opening of Technical Bid and prior to the expiration of the bid validity the tender inviting authority may request the bidders to extend the bid validity for further period as deemed fit.

**Signature and seal of the bidder**

## 5. BID PROFORMA

SI. No	Name & Description of Item	No. of Units/ Sets	Unit Rate	GST Taxes in %	Installation Charges	TOTAL Price
1.	<b>Executive Table</b>	50 Nos.				
2.	<b>Steel Almirah</b>	80 Nos.				
3.	<b>File Cabinet</b>	15 Nos.				

**Note:** This proforma will be the part of commercial Bid Performa. Kindly mention the GST in Percentage and corresponding amount in tax column otherwise commercial bid will be Summarily rejected

**Signature and seal of the bidder**

**Compliance Statement to specifications of the furniture**

(Compliance with specification column is to be filled up by the bidder stating YES/NO as the case may be)

<b>Sl. No.</b>	<b>Specifications</b>	<b>Requirements</b>	<b>Compliance with Specifications (Y/N)</b>

**MANDATE FORM FOR PAYMENT THROUGH EAT MODULE IN PFMS**

**DETAILS OF ACCOUNT HOLDER:**

Name of the Vendor/Beneficiary	
Name of the Bank	
Account Number	
IFSC Code	
PAN Number	
GST Number (if applicable)	
Address (Including City, Pin code etc.)	
Mobile No./email id	

I hereby declare that the particulars given above are correct and complete.

DATE:

SIGNATURE

**FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK**

1. This deed of Guarantee made this day of \_\_\_\_\_ month & year between Bank of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and Central University of Tamil Nadu, Thiruvavur (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 furniture) (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**