

**TENDER FOR PROVIDING COMPREHENSIVE ANNUAL MAINTENANCE FOR
SERVERS, STORAGE SYSTEMS, NETWORK SECURITY EQUIPMENTS AND LAN
NETWORK SWITCHES AT CENTRAL UNIVERSITY OF TAMIL NADU, THIRUVARUR**

Tender No.2022-23/06

Date of Issue: 21.06.2022

Date of closing: 12.07.2022



**Central University of Tamil Nadu
Neelakudi Campus**

TENDER ABSTRACT

1	Title	:	Tender for providing Comprehensive Annual Maintenance for Servers, Storage Systems, Network Security Equipments and LAN Network Switches at Central University of Tamil Nadu, Thiruvarur for a period of Three years.
2	Notice Inviting Tender No.	:	Tender No. 2022-23/06 dated 21.06.2022
3	Tender document download date	:	21.06.2022
4	Last date and time for receipt of bids	:	15:00 Hrs on 12.07.2022
5	Date and time for opening of Technical bid	:	16.00 Hrs on 12.07.2022
6	Date and time for opening of Financial bid (for technically qualified bidders)	:	To be intimated later.
7	Estimated cost of the Tender	:	Rs.8,20,000/- (approximately)
8	Period of contract	:	The contract will be initially for a period of one year, extendable by another two years, one year at a time subject to the satisfactory performance of the Agency at the same rate, terms and conditions and at the sole discretion of CUTN, Thiruvarur
9	Validity of tender offers	:	180 days from date of opening of Technical bid
10	EMD Declaration	:	EMD of Rs.16,400/- to be submitted in the form Demand Draft in favour of “Central University of Tamilnadu” payable at “Thiruvarur”.
11	Performance Security Deposit (for finalized bidder only)	:	3% of Work Order Value excluding GST, in the form of Bank uarantee/Demand Draft in favour of CUTN, Thiruvarur.
12	Address for Submission of Tender	:	Registrar, Central University of Tamil Nadu, Neelakudi Campus, Kangalancherry, Thiruvarur Tamil Nadu- 610 005 Tel:04366-277359 Email: arpurchase@cutn.ac.in / purchase@cutn.ac.in

1. Introduction

The Central University of Tamil Nadu, Thiruvarur is a Central University, established under the Act of Parliament in 2009. CUTN invites sealed Tenders from Service Providers for providing Comprehensive Annual Maintenance for **Servers, Storage Systems, Network Security Equipments and LAN Network Switches for a period of three years** at CUTN, Thiruvarur for the Items mentioned at Annexure –I.

2. Instructions to Bidders:

2.1. General Instructions:

- 2.1.1. Central University of Tamil Nadu, Thiruvarur has a number of **Servers, Storage Systems, Network Security Equipments and LAN Network Switches**. It is intended that the contractor should provide comprehensive Annual Maintenance Service for **Servers, Storage Systems, Network Security Equipments and LAN Network Switches**, etc for smooth operation of these systems so as to ensure uninterrupted delivery of computing devices.

In this connection CUTN invites sealed tenders under two bid system for providing Comprehensive Annual Maintenance for **Servers, Storage Systems, Network Security Equipments and LAN Network Switches** etc at CUTN, Thiruvarur. The tenders shall be submitted in accordance with conditions stipulated in tender in a sealed cover duly super-scribed with the name of the tender on the envelope.

The tenderers should be of reputed and experienced Service Providers/Agencies/Contractors who have undertaken work of similar nature and magnitude in Educational Institutions/Government organizations/Other reputed organizations as specified in eligibility criteria.

- 2.1.2. Tender documents consisting of Technical & Financial Bids shall be submitted by the bidders in two separate sealed envelopes:

1). **Cover –I (Technical Bid):** - Should contain

- i) Technical Bid along with supporting documents (Annexure -I),
- ii) EMD of Rs.16,400/- in form Demand Draft
- iii) Statement –II, iv) Notice Inviting Tender (NIT) signed on all pages, etc.

This cover should be sealed and super-scribed as “**Technical Bid**” and all the pages of tender document including the documents enclosed with it should be serially numbered and spiral bounded and signed in all pages including annexure/supporting documents, if any.

2). **Cover –II (Price Bid):** - Should contain only Price Bid (Annexure-6). This cover should be sealed and super-scribed as “**Price Bid**”. The amount entered in the price bid will be excluding applicable GST.

Covers I & II should be kept in a separate main cover and this cover should also be sealed, super-scribed as “Tender for Comprehensive Annual Maintenance for Servers, Storage Systems, Network Security Equipments and LAN Network Switches at CUTN, Thiruvarur” and to be submitted to The Registrar, CUTN, Neelakudi Campus, Thiruvarur, Tamil Nadu- 610 005 (All the covers shall be addressed to the Registrar, Central University of Tamil Nadu, Thiruvarur. Name and address of the Bidder shall also be written on all covers).

The bids should reach latest by 15:00 hrs on 12.07.2022.

- 2.1.3. Sealed bids should be submitted in the Dispatch section, Administrative Building at Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur, Tamil Nadu -610 005 or sent by Speed post/Registered post/courier in the address mentioned for communication below and to reach this office by due date and time. Late tenders will not be accepted in any circumstances and no responsibility will be taken for any postal delay or non-receipt/non-delivery of the bid documents.

- 2.1.4. The bidders shall submit all details, documents etc., as required in the tender document duly signed on each page. In case bidder fails to do so, Central University of Tamil Nadu reserves the right to reject the tender without seeking any further clarification. All the pages of tender document including the documents enclosed with it should be serially numbered

- and spiral bounded and signed in all papers including annexures/supporting documents, if any. The total number of pages should be mentioned in the forwarding letter.
- 2.1.5. The bidder shall submit the copy of the tender document and addenda thereto, if any, with each page signed and stamped all the pages to confirm the acceptance of the entire terms and conditions of the tender.
 - 2.1.6. All communications with regard to this tender to be addressed to:
The Registrar,
Central University of Tamil Nadu,
Neelakudi Campus, Thiruvarur
 - 2.1.7. CUTN at its sole discretion reserves the right to extend last date of submission of tender and the same shall be updated in CUTN website and all bidders are requested to visit the website for latest updates.
 - 2.1.8. Central University of Tamil Nadu reserves the right to annul the bidding process at any time without any liability for such annulment, without assigning any reason there to.
 - 2.1.9. Central University of Tamil Nadu reserves the right to invite revised tenders with or without amendment at any stage without any liability for such invitation and without assigning any reason thereof.
 - 2.1.10. Central University of Tamil Nadu shall notify the successful bidder through registered letter/ speed post / fax / e-mail or in person confirming that their offer has been accepted. Central University of Tamil Nadu will issue the Award letter to the successful bidder. This award letter shall indicate the details of services to be supplied by the bidder and the amount which Central University of Tamil Nadu shall pay to the successful bidder in consideration of the execution of the contract by them.
 - 2.1.11. Upon receipt of the Purchase Order by the Contractor, he shall prepare two sets of the Agreement as per **Annexure – ‘5’** of the tender documents at the earliest without any delay and complete all the formalities and submit the same to the University duly executed on stamp paper for value of Rs.100/- (Rupees One Hundred only) within 14 days from the date of receipt of Purchase Order. The agreement should be submitted by the contractor along with the required security deposit. One set of the agreement will be returned to the Contractor after the signature of authorized signatory of CUTN.
 - 2.1.12. Quoted rates must be valid for one year from the date of issue of work order and remain unchanged in the event of extension for further period of one year at a time for another two years.
 - 2.1.13. If successful bidder fails to enter into contract within 14 days, the next successful bidder may be awarded the contract at the discretion of CUTN
 - 2.1.14. Successful bidder will nominate an Officer/Manager as single point of contact to Central University of Tamil Nadu to promptly address the issues raised by the Campus.
 - 2.1.15. The bidder must comply with all the provisions of Rules/Regulations Statutory guidelines applicable to its business and shall comply with all necessary registration, licenses, approvals and sanction under the applicable laws.
 - 2.1.16. The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable to CUTN. Tenders containing any qualifying conditions or even bidder's clarifications in any form may be treated as non-responsive and will run the risk of rejection. In general, printed terms & conditions shall not be accepted.
 - 2.1.17. Bidder who submits more than one tender document will be disqualified.

3.1 Completeness of Tender:

The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the tender document. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the bidder's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the bidder if complete Information as called for in the tender document is not given therein, or if particulars asked for in the forms / pro-forma in the tender are not fully furnished.

3.2 Modification and withdrawal of bids:

- 3.2.1 The bidder may be allowed to modify or to submit revised bid due to corrigendum, addendum, etc., issued by CUTN, any time prior to the last date prescribed for receipt of bids, by giving a written notice to the CUTN.
- 3.2.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Proposal.
- 3.2.3 Subsequent to the last date for receipt of bids, no modification of bids shall be allowed. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the of bid validity period specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

3.3 CUTN's Right to accept and to reject any or all proposals:

Notwithstanding anything else contained to contrary in this Tender Document, CUTN reserves the right to accept or reject any Bid or to annul the bidding process fully or partially or modifying the same and to reject all Proposals at any time prior to the award of work, without incurring any liabilities in this regard.

3.4 Rejection of Bids:

The bids will be rejected on following grounds:

- a) If any of the eligibility criteria as per the qualification criteria is not met.
- b) Submission of EMD
- c) If tender terms and conditions are not met.
- d) If bidder gives wrong information in the bid.
- e) Canvassing in any form in connection with the bids.
- f) If the bid is incomplete /partial bid/ conditional/unclear in any form.
- g) Bids submitted after due date and time.
- h) Bids are submitted through Telex/Fax/ e-mail(i.e. modes other than by way of speed post/ courier/ directly submitting at dispatch section, CUTN)
- i) Erasure and/or overwriting (if not countersigned by authorized person)
- j) Bids not signed in all pages by authorized signatory.
- k) If the bidding documents along with supporting documents has not serially numbered and spiral bounded.
- l) The Bidder shall offer and quote for all items and services indicated in the Tender. Tender responses that do not cover all items shall be summarily rejected.

The Decision of Tender Committee in rejection of Bids is Final.

3.5 Bid validity:

Tenders shall remain valid for 180 days from the last date for submission of tender.

3.6 Bid Evaluation:

- 3.6.1 Tenders will be opened at CUTN, Admin Building, Neelakudi Campus, Thiruvarur at 16:00 hours on 12.07.2022. Bidders who are willing to observe the tender opening may in person or through his authorized representative, be present at the venue and witness the tender opening. In case of authorized representative, bidder should send a letter of authorization containing the specimen signature of their representative who is deputed to be present at the time of opening of tender. Representatives without carrying the letter of authorization along with ID card will not be permitted to witness the opening of the tender. The maximum number of representatives that a bidder can depute to witness the opening of the tender will be limited to one.
- 3.6.2 The bidder or his authorized representative who are present shall sign a register evidencing their attendance. In the event of the specified date of tender opening being declared as a holiday for the CUTN, thiruvarur, the tender shall be opened at the specified time on the next working day.
- 3.6.3 The information furnished by the bidder in Cover - I in the prescribed format supplied by the CUTN will form the basis for the evaluation. In exceptional cases CUTN or his representative reserves the right to obtain the clarifications from any of the bidder without violating the tendering process. If, in the opinion of the CUTN, information and documents supplied in support of the tender do not indicate meeting the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the

CUTN, Thiruvarur.

- 3.6.4 After satisfying that all / or some of the bidders have attained the minimum qualifying criteria as detailed above, only technically qualified bidders will be kept and sealed in a separate cover. The date of opening of price bid will be intimated to the technically qualified Tenderers after technical evaluation of the tenders. The Cover- II -Price Bids will be opened in the presence of the qualified bidders or their authorized representatives, if they choose to attend and present. The procedures and number of participants etc., for opening Cover - II will be the same as the procedures outlined in above Clause (3.6.1) & (3.6.2).
- 3.6.5 After opening the price bids received under Cover II, The tender will be finalized on the basis of the total bid amount for the services offered and not the item-wise lowest rates by the bidders. **The bidder who quoted the lowest (L-1) Price in total in price bid will be awarded the contract.**
- 3.6.6 In case of tie, contract will be awarded to the bidder who has maximum turnover among the lowest (L1) bidders.
- 3.6.7 In case of any mathematical errors/typographical errors in Technical Bid/Price Bid, the figures derived by the tender Committee shall be final, no further correspondence shall be entertained in this regard.
- 3.6.8 The contract period shall be deemed to have been commenced from the date on which the contractor takes over the site, based on Instruction from CUTN to commence (or) the 10th day of instruction by CUTN- to start the work whichever is earlier. The Quoted rates by the bidders will remain same regardless of the increase/ decrease in the estimated value of Contract.
- 3.6.9 Subcontracting of this contract shall not be permitted in any case and if found the said agency will be debarred and will result cancellation of Contract and also imposing penalty by CUTN

4 Earnest Money Deposit:

- 4.1 EMD of Rs.16,400/- to be paid in the form of a Demand Draft from any Nationalised Bank / Scheduled Bank drawn in Favour of Central University of Tamil Nadu payable at Thiruvarur.
- 4.2 The firms who are registered with National Small Industries Corporation (NSIC) / Small Scale Industries (SSI)/ Micro, Small and Medium Enterprises (MSMEs) are required to furnishing the Self-attested photocopy of valid registration certificate issued by competent authority must be enclosed with the technical bid. (if applicable).
- 4.3 Bid not accompanied with the EMD shall be rejected by the purchaser as non-responsive.

5 Eligibility Criteria:

- 5.1. The bidder should have mandatory qualification as per the following table. The proposal of the bidders who are fulfilling the mandatory qualification criteria shall be considered for cover-II evaluation. The offer will be rejected if the bidder does not fulfil any one of the mandatory qualification criteria.
- i) The bidder should be in IT related Services & Maintenance Works for at least Three years, as on 31.03.2022
Mode of Proof: Self attested copies of any of the following (i) Partnership Deed (For Firms), (ii) Certificate of Incorporation (For Companies & Limited Liability Partnership Firms), (iii) any Valid certificate to that effect/Valid Supporting Document.
- ii) The bidder should enclose at least three Work Orders or Customer satisfactory certificate of execution of work done for providing AMC services for **Servers, Storage Systems, Network Security Equipments and LAN Network Switches** at Central Ministries/Departments, Central/State Government Bodies, Statutory bodies, Public sector organizations in the last three years.
Mode of Proof: Self attested copies of relevant Work Orders/ Customer satisfactory certificate in support of the same should be submitted in the Prescribed format (Annexure-3).
- iii) The bidder should have office in Chennai/ Trichy/kumbakonam/Tanjore or any other cities in Tamil Nadu with operational help desk facility for call logging, assigning/allocation of necessary resources and escalation etc.

Mode of Proof: (a) Address details along with Contact Information and (b) any of the following Document (i) Latest Utility Bill with Business Name (or) Proprietor's Name on the same address, (ii) Self attested copies of relevant Certificates.

- iv) The Bidder should have an average annual turnover of Rs.10.00 Lakhs in the last Three Financial Years (2018-2019, 2019-20 and 2020-2021) out of IT Business.
Mode of Proof: Self Attested Copies of any of the following (i) Audited P&L and Balance Sheet of Last Three Financial Years, (ii) Auditor Certificate to that Effect certifying Annual Turnover, (iii) Self Attested Copies of profit & Loss/Income & Expenses A/c and Balance Sheet along with Full Income Tax Return Form (Full ITR Form)
Note: The Details should be submitted for all the Three Years in support of the same in the Prescribed format (Annexure- 4).
- v) The bidder should be registered in India and should have valid GST Registration Certificate in the State where the bidder having its Registered Office.
Mode of Proof: Self-attested photo copy of GST Registration Certificate
- vi) The bidder should not have been debarred by the department / Ministries of the Government of India / PSUs / Corporate Sectors / Educational Institutions / any other reputed organizations.
Mode of Proof: Self attested has to be submitted. (Format enclosed as Annexure-2

5.2 With regard to the various proof/supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it shall be CUTN's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.

5.3 All the Mode of Proof Documents for meeting eligibility criteria enclosed with the tender are to be duly signed by the authorized signatory. If required, CUTN may insist for notarized copy or ask to produce originals to ascertain the veracity of the documents. CUTN also reserves the right to ask for more proof to corroborate the eligibility declarations.

6 Scope of Work:

- 6.1 CUTN is having high end servers, security components like Firewall, Router, etc. and approximately 800 clients, which are connected to the LAN. The clients are connected to the LAN under Windows / Linux environment and utilize the Microsoft software at OS & RDBMS level / various open source RDBMS.
- 6.2 The Comprehensive Annual Maintenance Contract (CAMC) will cover maintenance of hardware items as per details at annexure-I along with OS support, System / network administration, integration, software installation (required software / licenses will be provided by CUTN), configuration, creation of Active Directory, database installation & administration, installation & configuration of exchange server, backup / restoration and availability of various services (like replication of database between primary & secondary etc.) for one year from the date of awarding the contract.
- 6.3 CUTN servers are protected from outside/inside malicious users. However, whenever required the selected vendor has to diagnose the external/internal security threats, risk, vulnerable ports, routes and protect the CUTN network and its resources from any external/internal threat & vulnerabilities. Protecting CUTN network may require configuring of Firewall, Router and Switches etc. to protect the server machines kept in DMZ and to connect the CUTN network with other external agency like NIC, BSNL, CDAC, etc. Selected vendor has to extend service support to smoothly run the e-mail, Internet and database services.
- 6.4 The vendor shall provide all assistance in up-gradation of hardware/ software as and when required during the period of CAMC.
- 6.5 CAMC includes essential servicing and repairs / fixing / replacement of all the electrical / electronic and mechanical components of the items put under CAMC. Therefore, the firm shall bear cost of all spare parts of related items or any other item necessary for proper operation of the

- original equipment. CAMC includes items even if it is burnt or damaged due to power fluctuation.
- 6.6 If systems/sub-systems are required to be taken out of office for repairing then a standby system/subsystem of similar configuration and quality acceptable to this office to be provided on returnable basis. Contractor will be responsible for transportation and delivery of the system/subsystem. Such hardware under repair should be repaired to the satisfaction of the user / the department and returned within a period of maximum fifteen days.
 - 6.7 The contractor shall also cover insurance for its personnel for personal accident, injury including death whilst performing the duties and the CUTN shall own no liability and obligation in this regard.
 - 6.8 The firm shall depute at least one qualified service engineer during working hours (08:30 AM – 06.00 PM) from Monday to Saturday in the Institute for attending day-to-day complaints. In the event of service required after above hours or on holidays the firm should be prepared to provide services with no extra charges.
 - 6.9 The engineer deputed on site should be able to install networking racks / switches / cables from one location to another and also to install passive cabling as on some occasions the deputed engineer may be required to perform such jobs as per requirement within the premises. Further, required CAT6 cables, connectors etc, if required for such shifting, will also be provided by CAMC vendor.
 - 6.10 The engineer deputed on site should also be able to perform following tasks – Provide system administration, integration, maintenance and user support on all supported servers and data storage systems, Install configure and maintain Windows & Linux Servers, RDBMS and clustering services, helping in database backup and recoveries, manage and monitor server configuration, performance and activity of all servers, handle all aspects of server backup programs including running data restores as required, diagnose server services and operational problems and to develop effective solutions, maintain data integrity and security of server software, monitor server software products and tracks server performance, providing assistance in data replication and other related activities.
 - 6.11 If required, services may be executed on Saturday/Sunday and Holidays, and after office hours also to complete the task with prior intimation to the IT Section.
 - 6.12 Response time in call registered should not be more than 24 hours from the time of reporting of major fault by the User. In case of failure on the part of vendor to put the system (Computer/Switch/Router etc.) in working condition, a penalty of Rs.1,000/-per day shall be imposed which will be deducted from the quarterly payment of the CAMC to the vendor. However, the penalty clause will not be applicable if a standby system/ computer peripheral is provided by the contractor firm.
 - 6.13 The vendor shall carry out preventive maintenance service every three month for The Desktop Computers/ peripherals which would include (i) Scanning of the Hard Disk Drive for bad sectors i.e. outdated/expired, the same has to be updated/installed with new one (ii) checking and cleaning of keyboard / mouse for proper operation (iii) Cleaning of printer, checking its driver, functioning and to ensure proper printing on paper.
 - 6.14. Depending on satisfactory services, CUTN reserves the right to extend the CAMC terms beyond one year i.e. if successful bidder offers to extend the CAMC terms beyond one year / any other period for a maximum of 3 year.
7. **Help Desk Service: The Service Provider should place minimum one Resident Service Engineer to rectify the problems reported by the users.** The person deployed should be able to take calls (by intercom/e-mail/ messenger services) and respond to any problem reported by users with respect to the systems/network/software related problems. The onsite Resident Service Engineer should have minimum three years of experience.
 8. **Technical Support Service:** The Service Provider should review the status of the systems, processes, policies and network issues from time to time to the representatives of CUTN and suggest improvements to be made so as to deliver the services efficiently to users. The Resident Service Engineer should implement the existing policies and approved improvements throughout the contract period.
 9. **Network Management Service:**
 - i. The service provider has to continuously monitor the network, identify, isolate and remove any

viruses and also take necessary actions to prevent network threats so as to ensure that all systems are adequately protected.

- ii. The service provider should have necessary tools to check and troubleshoot connectivity (LAN) and cut/crimp cables and rectify connectivity problems.
- iii. The Service Provider should manage and maintain Firewall / L3 Switch/ Router configuration and fine tuning.
- iv. Operation and maintenance of the firewall system which includes Periodic monitoring and revision in the firewall rules and also Troubleshooting in case of new service software patches etc.

10. Security Deposit:

- a. The service provider shall be required to submit the performance security for an amount of 3% of the Work Order in the form of PBG/DD. The Demand Draft favoring “Central University of Tamil Nadu” payable in Thiruvarur within 14 days from the date of receipt of the Work Order. If Bank Guarantee means it should be from Nationalized Bank/ Scheduled/ Private Bank approved by RBI, GOI and it should be kept valid for a period of 60 days beyond the date of completion of service as per enclosed format – **Annexure - 7**
- b. Security Deposit will be refunded / returned without any interest within 90 days after successful completion of services. The refund or return of Security Deposit is subject to the complete fulfillment of the contract obligation by the service provider to the satisfaction of CUTN and after adjustment of dues or penalty imposed by CUTN
- c. In case security deposit amount fall short on subsequent order, the service provider must deposit the differential amount of Security deposit within 10 days of subsequent order. Security Money will not carry any interest.

11. Payment terms:

- a. No advance or Part Payment will be made in any Case.
- b. The payment will be made on quarterly basis against submission of bill in triplicate along with the satisfactory reports received from the respective user departments.
- c. The Invoice should be raised as per agreed rates for equipment which are covered and not covered under Warranty on quarterly basis.
- d. If there is any statutory change in CGST & SGST or IGST within contractual delivery period, the same shall be admissible and will be paid at actual based on the documentary evidence. However, no upward revision in the same beyond original delivery period shall be admissible.

12. Penalties for non-compliance: Penalties will be levied on the service provider for the violation of terms which are as follows:

Major penalties: The following incidents will be considered as major penalties and will attract immediate termination of the services and banning the service provider from participating tenders on CUTN.

- i. No mandatory valid license/registration of Service Provider with appropriate authority.
- ii. If found transferring/subcontracting the service, partly or fully, to any other person/firm/ corporation whatsoever.
- iii. Non-compliance of applicable rules and regulation of Central / State Government.

Other penalties:

S.S	Nature of Non-Compliance	Penalty to be imposed/Action to be taken
1	For not attending Calls within 24 hours	0.5% of Quarterly payment per additional day subject to maximum of 10% of Quarterly payment.
2	For non-supply of required material /accessories /spare parts within 48 hours (or) time as approved by CUTN	1% of Quarterly payment per week or part thereof subject to maximum of 10% of Quarterly payment.
3	For non-delivery of Items which are taken for repair within 5 working days (or) time as approved by CUTN.	1% of Quarterly payment per week or part thereof subject to maximum of 10% of Quarterly payment.
4	For non-replacement of substitute /alternate Equipment wherever required when actual one is in repair.	1% of Quarterly payment per week or part thereof subject to maximum of 10% of Quarterly payment.
5	For non-compliance of requests of CUTN for replacement/ substitute /Change in Resident Service Engineer for delay more than 10 days (or) time approved by CUTN whichever is least.	Flat 10% of Quarterly payment.
5	For Breach of any other regulation of the contract /agreement.	CUTN shall have the right to withhold the payment either fully or partly after giving a 7-day notice to the Vendor to show cause against the same, and to take such other legal action to make good the losses caused by the Vendor to CUTN. Penalty shall be decided by CUTN without any ceiling but not more than awarded value. CUTN shall also have the right to terminate the contract altogether (upon which the Security Deposit paid by the Vendor shall stand forfeited) and to entrust the remaining work to another Vendor.

13. Liquidation Damage:

- 13.1 Any damage or inconvenience caused either in terms of delivery or quality of the above mentioned products / Services / Scope of work, CUTN reserves full rights to impose penalty or return the Products or to take necessary action against the Service provider.
- 13.2. In the event of unsatisfactory performance or non-performance of any of the steps / activities in processing of the above scope of work, CUTN shall have the right to withhold the corresponding payment for these steps / activities either full or in part after giving a 3-day notice to the service provider to show cause against the same, and to take such other legal action to make good the losses caused by service provider to CUTN. CUTN shall also have the right to terminate the contract altogether and to entrust the remaining work to any another Agencies.

14. Settlement of Disputes:

The Bidder shall make request in writing to the Registrar, CUTN for settlement of any dispute within 30 (thirty) days of arising of the cause of dispute, failing which no disputes /claims

shall be entertained by the CUTN. The decision of the Registrar, CUTN will be final and binding on the parties.

15. Termination:

The contract may be terminated with a 15 days' notice, before the expiry of contract period owing to deficiency in service or any other reason whatsoever by CUTN. The Service Provider has to give 90 days' notice in case they want to withdraw/terminate/not willing for further extension, failing which Security Deposit and pending bills will be forfeited.

16. Force Majeure:

Neither CUTN nor the Service Provider shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any Government action or of any act of God or of any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations by a State of Force Majeure lasting continuously for a period of six months, the two parties shall consult with each other regarding the future implementation of the agreement.

17. Arbitration & Jurisdiction:

In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or anyway relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavor to resolve such differences, disputes, claims or questions by mutual discussion and failing such settlement, the same shall be referred for arbitration by a sole Arbitrator appointed by CUTN. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 or re-enactment thereof for the time being in force and shall be held in Chennai. In case the Arbitration award is not acceptable to either of the parties, they may approach courts having jurisdiction at Thiruvavur only.

18. Applicable Law:

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction of Thiruvavur Court only.

Registrar

Statement – I
Cover Letter Format (In letter head)

Tender no: 2022-23/06, Dated 21.06.2022

From

To
The Registrar
Central University of Tamil Nadu,
Neelakudi Campus,
Thiruvarur -610005.

Sir,
Being duly authorized to represent and act on behalf of M/s. _____ herein after called “The Bidder” and having thoroughly read the Scope of work, Conditions of Contract, Specifications, Annexures, Schedules and Bill of Quantities for the work of “TENDER FOR Providing Comprehensive Annual Maintenance for **Servers, Storage Systems, Network Security Equipments and LAN Network Switches** at Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur-610005”.

I/ we here by submit my/our offer as follows:

- (a) Cover-I: Technical Bid (in separate sealed cover) containing
- i) EMD of Rs.16,400/- or
 - ii) MSME/NSIC/SSI having valid registration no: _____, Dated: _____ valid up to: _____, enclosing copy of the same at page no: _____.(if applicable)
and
 - iii) Statement-II along with Annexure-2, 3 ,4, 5, 8 & 9
 - iv) other supporting documents which are serially numbered
 - v) Duly self-attested NIT Document & Corrigendum, if any
- (b) Cover-II: Financial Bid– part of the tender document
- i) Annexure-6 (on the letter head of Bidder)

2. The two sealed covers containing technical bids and financial bids referred to above have been put in main cover (Cover III) as required.

3. I hereby undertake to abide by various terms and conditions contained in your TENDER No:2022-23/06, dated: 21.06.2022 (Copy, duly signed, enclosed).

We understand that CUTN reserves the right to:

- a) Amend the scope of tender
- b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender.
- c) We agree that the CUTN will not be liable for any such action and will be under no obligation to inform the Tenderer of the grounds for such action.
- d) I also certify that the details furnished in the bids, various enclosures and other documents are true and correct.
- e) This bid contains pages from _____ to _____ and all pages are serially numbered, signed and stamped.

4. I also express my willingness to sign the contract incorporating the Standard terms and special conditions of the contract as contained in the tender.

5. I would confirm that I/My representative visited CUTN on dt. _____, in order to inspect the equipment and to get familiar with Scope of Work, Terms & Conditions and

further stating that we don't have any reservations on the same.

6. Address of Office at Chennai/ Pondicherry, Kumbakonam, Trichy etc:

7. The Contact Details of Designated person:

S.No	Details	
1	Name :	
2	Designation:	
3	Email-ID:	
4	Mobile No:	
5	Land Line No:	

Yours Sincerely

(Name & Signature with Seal)

(Signature of the Director / Partner / Owner/ Manager/ Authorized signatory and please indicate capacity which signed Viz. on own behalf or as Power of Attorney or Authorized signatory of the owner. Please also include the Contact No. and address in the Place)

Note:-Please put this offer letter in Cover I (containing Technical Bid) along with other required documents.

Statement –II (Format for Eligibility Criteria Evaluation -To be filled by bidder)

Here with we are submitting details regarding Our Eligibility as per eligibility criteria of the tender document. [Bids of Bidders whose details are not filled properly can be rejected by Committee. The Committees Decision in this regard is Final]

Sl.No	Eligibility Criteria & Mode of Proof	Details of Eligibility	Office Use
4.1.1	<p>i) The bidder should be in IT related Services & Maintenance Works for at least Three years, as on 31.03.2022</p> <p>Mode of Proof: Self attested copies of any of the following (i) Partnership Deed (For Firms), (ii) Certificate of Incorporation (For Companies & Limited Liability Partnership Firms), (iii) any Valid certificate to that effect/Valid Supporting</p>	<p>i) <u>Declaration:</u> Yes / NO</p> <p>ii) If yes, Year of Incorporation/Date of Work Order: _____</p> <p>iii) Proof Submitted: _____</p> <p>iv) Copies of Proof at Page No: ___</p>	
4.1.2	<p>The bidder should have an office in Chennai, Trichy ,Kumbakonam, Pondicherry or any other city in Tamil Nadu with operational help desk facility for call logging, assigning/allocation of necessary resources and escalation etc.</p> <p>Mode of Proof: (a) Address details along with Contact Information and (b) any of the following Document (i) Latest Utility Bill with Business Name (or) Proprietor's Name on the same address, (ii) Valid Rental Agreement (iii) Self attested copies of relevant Certificates.</p>	<p>i) <u>Declaration:</u> Yes / NO</p> <p>ii) If yes,</p> <p>iii) Proof Submitted: _____</p> <p>iv) Copies of Proof at Page No: ___</p>	
4.1.3	<p>The Bidder should have an average annual turnover of Rs.10.00 Lakhs in the last Three Financial Years (2018-2019, 2019-20 and 2020-2021) out of IT Business.</p> <p>Mode of Proof: Self Attested Copies of any of the following (i) Audited P&L and Balance Sheet of Last Three Financial Years, (ii) Auditor Certificate to that Effect certifying Annual Turnover, (iii) Self Attested Copies of profit & Loss/Income & Expenses A/c and Balance Sheet along with Full Income Tax Return Form (Full ITR Form)</p> <p>Note: The Details should be submitted for all the Three Years in support of the same in the Prescribed format (Annexure-4).</p>	<p>i) <u>Declaration:</u> Yes / NO</p> <p>ii) If yes, whether Annexure-C filled or not: Yes / No</p> <p>iii) Copies of Proof at Page No: ___</p>	
4.1.4	<p>The bidder should be registered in India and should have valid GST Registration Certificate in the State where the bidder having its Registered Office.</p> <p>Mode of Proof: Self-attested photo copy of GST Registration Certificate.</p>	<p>i) <u>Declaration:</u> Yes / NO</p> <p>ii) If yes, GSTN No: _____.</p> <p>iii) Copies of Proof at Page No: ___</p>	

	<p>i) The bidder should enclose at least three Work Orders or Customer satisfactory certificate of execution of work done for providing AMC services for Servers, Storage Systems, Network Security Equipments and LAN Network Switches at Central Ministries/Departments, Central/State Government Bodies, Statutory bodies, Public sector organizations in the last three years.</p> <p>Mode of Proof: Self attested copies of relevant Work Orders/ Customer satisfactory certificate in support of the same should be submitted in the Prescribed format (Annexure-3).</p>	i)Copies of Proof at Page No:___	
4.1.7	<p>The bidder should not have been debarred by the department / Ministries of the Government of India / PSUs / corporate Sectors / Educational Institutions / any other reputed organizations.</p> <p>Mode of Proof: Self attested/ Notarized Affidavit has to be submitted. (Format enclosed as Annexure-2)</p>	<p>i) <u>Declaration</u>: whether Annexure-A filled or not: Yes / No</p> <p>ii) Declaration Statement at Page No: _</p>	

Note: The bids are liable to be rejected in case of failure to comply with any of the above requirements.

Signature:
Name of Authorized Representative along with date, place and Seal.

Annexure -I

I. List of Server & Storage Systems, Network Security Equipments and LAN Network Switches:

S.No.	Item & Model	Description	Make	Serial No.	Qty
1	Dell Power Edge R730 (Intel E5-2620 V4, 8 Core, 2.10 GHz with 20 MB Smart Cache Memory, 85 Watt / 256 GB RAM/C610 chipset/ 4 X 4000 GB NL SAS / FC HBA Dual Port Card Speed / Form Factor-2U/2 x1 GbE LAN port)	Server	Dell	1RQDFN2 1RQBFN2	2
2	Dell Power Edge R530 (Intel E5-2620 V4, 8 Core, 2.10 GHz With 20 MB Smart Cache Memory, 85 Watt / 16 GB RAM / 1 X 300 GB SAS / Form Factor-2U/2 x1 GbE LAN port)	Server	Dell	1RHBFN2	1
3	SAN Storage (DELL EMC Unity 300) with SAN Switch -16 port (Capacity Of Drive And Type - 1.8 TB 10 K SAS Disk / SAS Drive/ No. of Drive Populated In the SAN System – 13, 20 TB Usable / 16 port SAN Switch/ Multi-pathing And Load Balancing And Fail Over Software With License For 16 Windows/Linux Servers / Support Native Multi-pathing of OS)	Storage	Dell	BRCCCD1901P06V	1
4	Tyrone Camarero DS400TN-28R Server (Intel Xeon Silver 4114 (2.20GHz/10-core / 13.75MB /85W) / 128 GB DDR4/ C621 chipset / 6000 SSD,SATA / Form Factor-2U/2 x1 GbE LAN port)	Server	Tyrone	2X22431904	1
5	CISCO 1941 Network Router	Router	Cisco	FGL151528NK	1
6	Firewall appliance (FG-600-USG) FortiGate 600D	Firewall	Fortinet	FGT6HD3917800090	1
7	Forti Analyzer appliance Faz - 200D	Analyzer	Fortinet	FL200D3A16001431/ FL200D3A16001546	1
8	CISCO ESA C390 K9 Email Security Appliance	Email Security Appliance	Cisco	SFCH2226VAX	1
9	Dell OptiPlex 3046 (Intel core i3 / 4GB / 1 TB HDD / USB keyboard / Mouse)	Tally Server	Dell	HQKWXC2	1
10	Dell Power Edge T430 Server (Intel Xeon 2 X E5-2609v4 Processor with 16 GB DDR4 RAM, 2 X 1 TB SATA HDD,	Moocs ICT Server	Dell	1GRN6Q2	1

	RPS, Intel C610 chipset)				
11	HP ILO server (Intel Xeon E3/ 12GB RAM / 2x600GB HDD / USB keyboard / Mouse)	Library Server	HP	SGH601W9KA	1
12	Dell Power Edge T430 Server (Intel Xeon E5-2609v4 Processor with 32 GB DDR4 RAM, 1 TB SAS/SATA HDD, RPS, Intel C610 chipset,8x DVD Rom, Keyboard, Mouse)	Library Server / Computer Science	Dell	JLM6VG2 GXB12S2	2
13	L3 switch Brocade MLXE-8 BR-MLXe-8-MR2-M-AC	Core Switch	Brocade	BGB3843N001	1
14	Brocade-ICX-7750 48F SFP port (48 port layer2 & Layer3 switch with console / auxiliary ports and redundant power supply along with all accessories / modules)	Distribution Switch	Brocade	-	18
15	Brocade-ICX-7250 24 port Switch (24 port Non-PoE 10/100/1000 Mbps (Ethernet-RJ45) switch with 8 SFP+ uplink ports)	Access Switch	Brocade	-	50
16	D-Link DGS-1210-28 port Switch (24 port Non-PoE 10/100/1000 Mbps (Ethernet-RJ45) switch with 4 SFP uplink ports)	Access Switch	Dlink	-	26
17	D-Link DGS-1210-52 port Switch (24 port Non-PoE 10/100/1000 Mbps (Ethernet-RJ45) switch with 4 SFP uplink ports)	Access Switch	Dlink	-	17

Declaration Regarding Non- debarring

(On company letter head)

Ref. No.2022-23/06, dated 21.06.2022

Date:

To
The Registrar,
Central University of Tamil Nadu,
Thiruvarur – 650 001

Sub.: Declaration regarding debarring for taking part in tender.

Dear Sir,

I / We _____ as a Director (s)/ Partner(s)/ Authorized Representative /Sole proprietor/Contractor/Manager /agent of M/s. _____ hereby declare that the firm/company namely M/s. _____ has not been debarred in the past by Union / State Government or any organization from taking part in Government tenders in India.

(Or)

I / We _____ as a Director/ Partner(s)/ Authorized Representative /Sole proprietor/Contractor/Manager /agent of M/s. _____ hereby declare that the Firm/company namely M/s. _____ was debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

2. In case the above information found false I/we are fully aware that the tender/ contract will be rejected/cancelled by the Central University of Tamil Nadu, and Performance Security shall be forfeited.

3. In addition to the above, Central University of Tamil Nadu, Thiruvarur shall not be responsible to pay the bills for any completed / partially completed work.

[Name & Signature with seal] for and on behalf of M/s.

Note: This letter of shall be on the letterhead of the company and shall be signed by a person competent and having the power of attorney to bind the company/firm.

Place :
Date :

Signature of the Bidder with Seal

Details regarding Similar Works Undertaken in the last three years

Sl. No	Client Name & Nature of Job (Enclose Work orders and Satisfactory completion certificates)	Value of Order Rs. Lakhs	Starting Date	Date of Completion	Page No*	Office Use

Note: Supporting documents such as Contracts/Purchase/Work orders indicating scope of work, items covered, & value to be enclosed.

Accomplishments if any:

Place :

Date :

Signature of the Authorized Person with Seal

Note: *Mode of proof:* Copy of Purchase Order/Contract for providing 'Award of Work'. Copy of Completion Certificate'/Final Invoice/Letter indicating return of Security Deposit for providing satisfactory 'Completion of Work'. Should be furnished for each of the Projects.

ANNEXURE- 4

Details Regarding Annual Turnover
ANNUAL TURNOVER

Sl. No.	Financial Year	Annual Turnover In Rupees
1	2018-19	
2	2019-20	
3	2020-21	

Copies of the Audited Balance Sheet and Profit and Loss Account for the last three Financial Years **2018-19, 2019-20 and 2020- 21** should be attached

Place:

Date :

Signature of the Tenderer
with seal

FORMAT OF AGREEMENT

(To be submitted on stamp paper of Rs.100/-)

IT IS THIS _____ day of _____ 2022 MUTUALLY AGREED between the CUTN, hereinafter referred to as “Service Receiver” (which expression shall mean and include their assigns and successors) on the one part AND M/s a company/incorporated under the companies Act, 1956..... having its Registered office at herein after referred to as “Service Provider” (which expression shall mean and include their permitted assigns and successors) on the other part: WHEREAS the Service Provider is desirous that certain Goods and Services should be provided and certain Works be executed as per tender documents hereinafter called “The Works” and has accepted a Tender by the Service Receiver for the execution, completion and guarantee of such works.

NOW THIS AGREEMENT WITNESSES as follows:-

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.,
 - a) Technical and Financial bids
 - b) Instructions to the Bidders
 - c) Terms and Conditions of contract
 - d) The work specified in the tender documents
 - e) The Annexures
 - f) The Work Order
2. In consideration of the payment to be made by the Service Receiver to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Service Receiver to execute, complete and guarantee the Works in conformity in all respects with the provisions of the contract.
3. The Service Receiver hereby covenants to pay the Service Provider in consideration of the execution, completion and guarantee of the works, the contract price at the times and in the manner prescribed by the Contract.
4. The contract shall be governed by all the conditions as described in the terms and conditions of contract, work mentioned in the tender documents and any other conditions given in the tender documents.
5. This agreement shall be governed by the laws of India and shall be subject to the Jurisdiction of the Courts in Thiruvarur only.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED AND DELIVERED

On behalf of the Service Provider
Signature
Name
Address

On behalf of Service Receiver
Signature
Name
Address

Official Seal

Place
Date

Official Seal

Place
Date

On behalf of the Contractor

On behalf of the Employer

Witness:

i) Signature

Name:

Address:

Place

Date

ii) Signature

Name:

Address:

Place

Date

Witness:

i) Signature

Name:

Address:

Place:

Date:

ii) Signature

Name:

Address:

Place:

Date:

PRICE BID FORMAT

RESPONSE SHEETS FOR PRICE BID: The Detailed Price Bid

[On the Letter head of the Service Provider and to be put in a separate sealed cover]

Reference: CUTN's Tender Notification for providing Annual Maintenance Services for Servers, Storage Systems, Network Security Equipments and LAN Network Switches at CUTN vide Tender No: 2022-23/06 Dt.21.06.2022

We hereby submit our Price Bid in for providing Annual Maintenance Services for **Servers, Storage Systems, Network Security Equipments and LAN Network Switches** at CUTN at the quoted rates exclusive of applicable GST. Further, we have personally visited CUTN and have verified the status of Equipment disclosed in Annexure-1 and also confirm that the Bill will be raised as per agreed terms.

S.No.	Item & Model	Description	Make	Serial No.	Qty	AMC Rate Per Unit per Year(Excluding GST)	AMC Value per Year(Excluding GST)
1	Dell Power Edge R730 (Intel E5-2620 V4, 8 Core, 2.10 GHz with 20 MB Smart Cache Memory, 85 Watt / 256 GB RAM/C610 chipset/ 4 X 4000 GB NL SAS / FC HBA Dual Port Card Speed / Form Factor-2U/2 x1 GbE LAN port)	Server	Dell	1RQDFN2 1RQBFN2	2		
2	Dell Power Edge R530 (Intel E5-2620 V4, 8 Core, 2.10 GHz With 20 MB Smart Cache Memory, 85 Watt / 16 GB RAM / 1 X 300 GB SAS / Form Factor-2U/2 x1 GbE LAN port)	Server	Dell	1RHBFN2	1		
3	SAN Storage (DELL EMC Unity 300) with SAN Switch -16 port (Capacity Of Drive And Type - 1.8 TB 10 K SAS Disk / SAS Drive/ No. of Drive Populated In the SAN	Storage	Dell	BRCCCD1901P06V	1		

	System – 13, 20 TB Usable / 16 port SAN Switch/ Multi-pathing And Load Balancing And Fail Over Software With License For 16 Windows/Linux Servers / Support Native Multi-pathing of OS)						
4	Tyrone Camarero DS400TN-28R Server (Intel Xeon Silver 4114 (2.20GHz/10-core / 13.75MB /85W) / 128 GB DDR4/ C621 chipset / 6000 SSD,SATA / Form Factor- 2U/2 x1 GbE LAN port)	Server	Tyrone	2X22431904	1		
5	CISCO 1941 Network Router	Router	Cisco	FGL151528NK	1		
6	Firewall appliance (FG-600-USG) FortiGate 600D	Firewall	Fortinet	FGT6HD3917800090	1		
7	Forti Analyzer appliance Faz - 200D	Analyzer	Fortinet	FL200D3A16001431/ FL200D3A16001546	1		
8	CISCO ESA C390 K9 Email Security Appliance	Email Security Appliance	Cisco	SFCH2226VAX	1		
9	Dell OptiPlex 3046 (Intel core i3 / 4GB / 1 TB HDD / USB keyboard / Mouse)	Tally Server	Dell	HQKWXC2	1		
10	Dell Power Edge T430 Server (Intel Xeon 2 X E5-2609v4 Processor with 16 GB DDR4 RAM, 2 X 1 TB SATA HDD, RPS, Intel C610 chipset)	Moocs ICT Server	Dell	1GRN6Q2	1		
11	HP ILO server (Intel Xeon E3/ 12GB RAM / 2x600GB HDD / USB keyboard / Mouse)	Library Server	HP	SGH601W9KA	1		

12	Dell Power Edge T430 Server (Intel Xeon E5-2609v4 Processor with 32 GB DDR4 RAM, 1 TB SAS/SATA HDD, RPS, Intel C610 chipset, 8x DVD Rom, Keyboard, Mouse)	Library Server / Computer Science	Dell	JLM6VG2 GXB12S2	2		
13	L3 switch Brocade MLXE-8 BR-MLXe-8-MR2-M-AC	Core Switch	Brocade	BGB3843N001	1		
14	Brocade-ICX-7750 48F SFP port (48 port layer2 & Layer3 switch with console / auxiliary ports and redundant power supply along with all accessories / modules)	Distribution Switch	Brocade	-	18		
15	Brocade-ICX-7250 24 port Switch (24 port Non-PoE 10/100/1000 Mbps (Ethernet-RJ45) switch with 8 SFP+ uplink ports)	Access Switch	Brocade	-	50		
16	D-Link DGS-1210-28 port Switch (24 port Non-PoE 10/100/1000 Mbps (Ethernet-RJ45) switch with 4 SFP uplink ports)	Access Switch	Dlink	-	26		

The Rates quoted above are **inclusive of all duties and charges if any and exclusive of GST** and will remain the same till the completion of the Contract.

Date:

Place:

Signature with Seal of Authorized Signatory

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

INTEGRITY PACT

To,

The Registrar,
Central University of Tamil Nadu,
Thiruvarur.

Sub: Submission of Tender for the providing Comprehensive Annual Maintenance for Hardware, Network Services at Central University of Tamil Nadu, Thiruvarur.

Sir/ Madam,

I/We acknowledge that Central University of Tamil Nadu, Thiruvarur is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, Annexure XA which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Central University of Tamil Nadu, Thiruvarur. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Central University of Tamil Nadu, Thiruvarur shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

(To be submitted on non-Judicial stamped paper(Rs.100/-)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 2022

BETWEEN

The Registrar, Central University of Tamil Nadu, Thiruvarur, (Hereinafter referred as the **‘Principal/Owner’**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....(Name and Address of the Individual/firm/Company) through (Details of duly authorized signatory) (Hereinafter referred to as the **“Bidder/Contractor”** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (Tender Ref. no: **2022-23/06 dated 21.06.2022**) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, **contract providing Comprehensive Annual Maintenance for Hardware, Network Services at Central University of Tamil Nadu, Thiruvarur.**

Herein after referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the **Chief Vigilance Officer \ Officer in charge** and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner’s employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 60 days after the completion of work under the contract including extension period (if awarded) and for all other bidders, till the Contract has been awarded. (if applicable)

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CUTN.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1
(signature, name and address)

2
(signature, name and address)

Place: