

**LIMITED TENDER ENQUIRY FOR SUPPLY & INSTALLATION OF  
DEEP FREEZER EQUIPMENT FOR DEPARTMENT OF LIFE  
SCIENCES AT CENTRAL UNIVERSITY OF TAMILNADU CAMPUS,  
THIRUVARUR**

**Tender No.33/2016-17**

**Date of Issue: 03.02.2017  
Date of closing: 20.02.2017**



**Central University of Tamil Nadu**  
Neelakudi Campus  
Thiruvārur-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/Thiruvarur - 610 005

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

Tender No.33/2016-17

03.02.2017

## **LIMITED TENDER ENQUIRY FOR SUPPLY & INSTALLATION OF DEEP FREEZER FOR DEPARTMENT OF LIFE SCIENCES**

Central University of Tamil Nadu, an institution setup by an Act of Parliament, invites sealed Tender under Two-Bid System for **Supply & Installation of Deep Freezer for Department of Life Sciences** as per the specifications given in **Annexure-III**.

The tender documents may be obtained from the Office of the Registrar, Central University of Tamil Nadu, Thiruvarur by paying a fees of **Rs.500/-** or downloaded from [www.cutn.ac.in](http://www.cutn.ac.in). The tenderers who are downloading the document from the website are required to enclose a Demand Draft for **Rs.500/-** drawn in favour of **Central University of Tamil Nadu** payable at **Thiruvarur/Tiruvarur**, towards the document fees. If exempted by the Govt. of India from payment of tender processing fee, a self-attested photocopy of the certificate issued by competent authorities for supply of equipment should be enclosed. The sale of tender documents will close on the last working day at **15:00 hours** before the last date for submission of the tenders.

The Technical Bid (**Annexure-I**) and the Commercial Bid (**Annexure-II**) shall be sealed by the bidder in separate covers duly superscribed as **Tender for Deep Freezer Equipment, Department of Life Sciences - Technical Bid** and **Tender for Deep Freezer Equipment, Department of Life Sciences - 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 Deep Freezer Equipment, Department of Life Sciences, Tender Notice No.33/2016-17**. The bidding may be made for a specific item or for all the items in **Annexure-III**. **The technical details of the equipment/s along with the filled-in format (Annexure-I) should be kept inside the Technical Bid Envelope and sealed.** The tender must reach **The Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur 610 005** by post or by hand on or before **20/02/2017, 16:00 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 equipment at least FIVE years as on 01-01-2017.
2. The tenderer should have an annual turnover of at least Rs.5 Lakhs during the last THREE financial years viz. 2013-2014, 2014-2015 and 2015-2016.
3. The tenderer should undertake to provide comprehensive onsite maintenance during the warranty and AMC for a minimum period of Three Years after warranty.
4. The tenderer should be either an original manufacturer or the authorized dealer having been established in the field for minimum period of FIVE years as on 01.01.2017.
5. The firm should have registered with CST/ and VAT (State Government).
6. The University has been granted the benefit of exemption from the payment of the Central Excise Duty and Customs Duty by the Department of Scientific and Industrial Research (DSIR), Govt. of India, vide their Notification No.10/97 dt. 01-03-1997 and 51/96 dt. 23-07-1996 respectively, in respect of
  - a. Scientific and technical instruments, apparatus, equipment including computers.
  - b. Accessories and spare parts of goods specified in (a) above and consumables.
  - c. Computer software, compact disks, CD ROM, Recording magnetic tapes, microfilms, micro-chips etc.,
  - d. Prototypes

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

<b>Particular</b>	<b>Date</b>	<b>Time</b>	<b>Venue</b>
Last date of submission of tenders	20.02.2017	16:00 hours	Administrative Building, Room
Opening of Technical Bids	20.02.2017	17:00 hours	No.F1-02

Date: **03/02/2017**

**Registrar**  
Central University of Tamil Nadu

## **Instructions to Bidders including Terms and Conditions of Contract**

### **1. Scope of Bid**

1.1. Central University of Tamil Nadu (CUTN), Thiruvavur, hereinafter called “**Purchaser**”, invites bid for supply and installation of Deep Freezer Equipment, including critical spares and warranty for three years after validation and subsequent maintenance for five years after the expiry of warranty for its Life Sciences laboratory at its campus in Thiruvavur.

### **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. Documents establishing conformity of the Equipment to the Tender Document;
- b. Bidder's company related information. The bidder should furnish photocopies of the PAN and TIN.
- c. Copy of Tender Document marked "Original" with each page signed and stamped to acknowledge acceptance of the same;
- d. Any other information, which the Bidder wishes to provide.
- e. Users list of same or at least closely similar equipment supplied for similar purpose.
- f. Supporting documents mentioning the address of the service centers with telephone and Fax numbers should be attached with the bid.
- g. The bidder should have consistent annual turnover of at least Rs. 5 Lakhs for the last THREE financial years (2013-2014, 2014-2015 and 2015-2016) and should produce audited statement of accounts or statement of turnover certified by Chartered Accountant for the above mentioned financial years.
- h. The bidder should have supplied similar equipment to at least three reputed central government educational/research institutions. Supporting documents such as purchase orders, work completion certificates should be attached with the bid.
- i. An undertaking to provide comprehensive onsite maintenance during the warranty and AMC periods for the equipment should be given by the bidder.
- j. The bidder should be a reputed manufacturer or an authorized suppliers of reputed manufacturers for the equipment quoted in the tender; a certificate to this effect should be attached with the bid.

## **8. Format and Signing of Bid**

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

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

## **9. Sealing and Marking of Bids**

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. 33/2016-17), 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 equipment/item identified.

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

10.3. In case of equipment's

originating in other countries, prices shall be quoted both on FOB (port of shipment) and CIF (Port of Destination) and CIP (Carriage and Insurance Paid). The comparable prices will be arrived at based on CIP basis.

In the case equipment originating in other countries, the bidder shall provide the following at the time of supply, within 24 hours of despatch:

- a) Supplier's Invoice giving full details of the goods including quantity, value, etc.;
- b) Packing list;
- c) Certificate of country of origin;
- d) Manufacturer's guarantee and Inspection certificate;
- e) Inspection certificate issued by the Purchaser's Inspector;
- f) Insurance Certificate;
- g) Name of the Vessel/Carrier;
- h) Bill of Lading/Airway Bill;
- i) Port of Loading;
- j) Date of Shipment;
- k) Port of Discharge & expected date of arrival of goods and
- l) Any other document(s) as and if required in terms of the contract.

10.4. Price of Annual Maintenance Contract (AMC) for **Three** years after the warranty period shall be quoted separately for each equipment in the format provided in **Annexure-II**. Purchaser reserves the right to negotiate on AMC.

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

## **11. Bid Currency**

11.1. Prices of indigenous equipment/items shall be quoted in Indian Rupees.

11.2. Prices of equipment/items originating in other countries shall be quoted in the currency of country of origin and the portion of allied work and services, which are to be undertaken in India, are to be quoted in the Indian Currency. The comparison of financial bids would be done after converting the currency value in INR based on RBI rates applicable on the date of opening of the tender.

## **12. Conformity of the Tender Document**

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

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

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

**13. 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.

## **14. Deadline for Submission of Bids**

14.1. 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.

14.2. 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.

**15. 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.

## **16. Modification and Withdrawal of Bids**

16.1. 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.

16.2. 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**.

16.3. 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.

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

16.5. No bid shall be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period.

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

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

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

17.3. The Price bids of the successful bidders on the basis of evaluation as mentioned in 17.2 will be considered for the next stage for opening.

17.5. 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.

17.6. 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*.

17.7. 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 Equipment;

**OR**

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

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

17.8. 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.



**18. 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.

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

#### **20. Contacting the Purchaser**

20.1. 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.

20.2. 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.

#### **21. Award Criteria**

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

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

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

22.1. 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.

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

#### **23. Award of Purchase Order**

23.1. 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.

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

23.3. Upon the successful Bidder's furnishing of the copy of the Purchase Order duly signed on each page and the Performance Security, for the equipment ordered in foreign currency, the Purchaser will open a letter of credit (LC) in a convenient Nationalized Bank in India. For opening of LC necessary arrangements shall be provided by the supplier or its authorized agents.

#### **24. Contract Agreement**

24.1. 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.

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

## **25. Performance Security**

25.1. 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.**

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

(a) A bank guarantee (in the format as provided in **Annexure-V** 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**.

25.3. 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.

25.4. 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.

## **26. Contract Documents**

26.1. 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.

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

(i) Contract Agreement

(ii) All other Forms

(iii) Equipment and their Requirements

(iv) Supplier's Bid

(v) Tender Document

**27. 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.

## **28. Supplier's Responsibilities**

28.1. The Supplier's obligations involve:

(a) Supply of Equipment/items given in Tender Document.

(b) Making operational the Equipment (installation, commissioning & validation of Equipment).

(c) Development of test methods & applications.

(d) Training, at the cost of Supplier, of personnel in operation, day-to-day maintenance and troubleshooting of the Equipment.

(e) Supply of Material (instruction/operation/service/maintenance manuals including drawings & circuit diagrams and application notes), Calibration Certificates (where applicable, traceable to national/international standards) and any other documents specified in the Contract.

(f) Maintenance of the equipment during and after the warranty period (Three Years of AMC after the warranty of five years).

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

28.3. 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.

### **29. Time for Supply, Installation, Commissioning and Validation of the Equipment**

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

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

### **30. Terms of Payment**

30.1. For **indigenous equipment**, 90% payment will be released after satisfactory delivery, installation of the equipment and remaining 10% will be released on submission of a Bank Guarantee for equivalent value (10%) as performance security as per Clause 26 to cover the warranty period (36 months).

30.2. For **imported equipment**, normally a letter of Credit will be opened for 100% CIP price on receipt of order of acknowledgement. However, 90% of the LC amount **only** will be paid on proof of the shipment of the consignment with necessary documents to be detailed at the time of placing of the purchase order. Balance of 10% of the LC amount shall be released after receipt of a performance bond of 10% of the total contract/purchase value in the form of bank guarantee covering the period till successful installation, obtained from a bank which has its office in India.

30.3. For equipment ordered in foreign currency, opening of LC, Payment of Customs Duty and clearance of goods shall be done/assisted by the supplier or its authorized Indian agent. The custom duty as applicable after considering eligible concessions based on DSIR exemption etc will only be paid by the purchaser. The University can provide the copy of the DSIR customs and excise duty exemption certificate upon request.

30.4. Payment for annual maintenance contract after the warranty period shall be released at the end of six month/1 year after the expiry of warranty period, subject to Government of India norms.

30.5. If any time before the delivery of the equipment, it is found that the same equipment 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.

**31. Taxes and Duties:** Unless specifically mentioned in the Bid and provided in the Contract, the Supplier shall bear and pay all taxes, duties, levies and charges assessed on the Supplier by all municipal, state or national government authorities, in connection with the Goods and Services supplied under the Contract.

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

### **33. Penalties**

33.1. 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.

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

### **34. Defect Liability**

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

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

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

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

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

period during which the Equipment could not be used by the Purchaser because of such defect and/or making good of such defect.

### **35. Intellectual Property Rights Warranty and Indemnity**

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

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

### **36. Effect of Force Majeure**

36.1. 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.

36.2. 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.

36.3. 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.

36.4. 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.

### **37. Extension of Time Limits for supply & making operational the Equipment**

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

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

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

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

**39. 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 Thiruvavur.

**40.** 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-VI**.

**41. *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.
Tender Document Fees	Rs.500/-
<b>Period of Bid Validity</b>	<b>The Bids shall be valid for a period of One Hundred and Eighty (180) days from the date of deadline for the submission of bids.</b>
Deadline for the submission	<u>Time:</u> <b>16:00</b> hours; <u>Date:</u> <b>20.02.2017</b> ;
Time, Date and Venue for opening of Technical Bids	<u>Time:</u> <b>17:00</b> hours; <u>Date:</u> <b>20.02.2017</b> ; <u>Venue:</u> Administrative Building, Room No.F1-02
Performance Security	The Supplier shall provide a performance security equal to 10% of the Contract value (excluding the value of annual maintenance charges).
Deadline for the supply of the equipment	Four (04) weeks from date of signing of copy of Purchase Order by the Bidder.
Deadline for the Installation and Commissioning of the equipment	Two (02) weeks from the deadline for supply of equipment.
Rate for Penalties	The Supplier shall pay the Purchaser Penalties at the rate of 1.0% per week of the Contract value (excluding the value of annual maintenance charges).
Warranty Period	The period of warranty shall be Thirty Six (36) months after validation.

**Technical Bid**  
**(To be enclosed in a separate sealed cover)**

<b>Company Profile</b>	
Name	
Address of the registered office	
Name & Designation of CEO	
Email ID & Contact numbers of CEO	
Nature of Business	
Years of operations in India	
Years of Established	
Location of offices in India	
<b>Alliances for the purpose of this Bid</b>	
Details of alliance(s)	
Type of alliance(s)	
<b>Experience/Credentials</b>	
Number of similar units installed in India	
Number of similar units installed in Chennai/Trichy/Tanjore/ Kumbakonam/Puducherry or any other nearby city/town	
* List of satisfied customers in India	
<b>Service Support in India</b>	
Track record of service provided to clients with supporting documents	
Location of service centers	
Number of trained service engineers	
Number of trained service engineers exclusively dedicated to each equipment offered	
Number of trained service engineers for the equipments offered stationed in Chennai/Trichy/Tanjore/Kumbakonam/Puducherry or any other nearby city/town	
Number of application specialists	
Whether the OEM makes available any service support in India	
<b>Availability of spares in India</b>	
Whether the service set up maintains stock of essential spares in India	
Lead time for supply of essential spares	

- **Testimonials from three satisfied customers may be attached**
- **Compliance Statement to specifications of the equipment to be provided by the tenderer as in Annexure-IV.**
- **All equipment must operate at 230V/50 Hz single phase and/or equivalent three phase electrical power.**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

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

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



**Other Details:**

Name and Address of the bidder

**Note:** All the following details shall relate to the vendor for the items quoted for

1. Name of the Bidder

- a. Full postal address
- b. Full address of the premises
- c. Telegraphic address
- d. Telex number
- e. Telephone number
- f. Fax number
- g. Type of firm: Propriety/ Private/ Private Ltd/ MNC/ Cooperative /Govt. undertaking
- h. Name of the proprietor /Partners
- i. Firm Registration No.
- j. Year of starting of manufacturing
- k. PAN Number
- l. TIN Number

2. Application fee of Rs. \_\_\_\_\_ DD No. \_\_\_\_\_ Dated \_\_\_\_\_

3. Total Annual Turn-over (value in Rupees) (2012-2013, 2013-2014 & 2014-2015)  
(Certified proof from competent authority to be attached)

4. Has the firm ever been debarred/blacklisted by any Govt. Organization/Dept.?  
If 'yes' the details thereof.  
The terms and condition or acceptable to me/us.

**Signature and seal of the bidder**

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

1. The price of the Lab Equipment in the Annexure-III is to be given individually in the format mentioned below:

Sl. No.	Name of the Equipment	No. of Units/Sets	Cost per Unit/Set	Total Cost (Inclusive of all taxes & delivery /installation charges)
1.	Deep freezer (-40°C)	1		
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 seven equipment 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 Equipment	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 equipment must include all costs associated with packing, transportation, transit insurance, all duties and levies, delivery of equipment, loading and unloading on **DOOR DELIVERY** basis to the university at **Thiruvarur** including its installation, commissioning, integration and validation.

**Signature and seal of the bidder**

**5. BID PROFORMA**

<b>Sl. No</b>	<b>Name &amp; Description of Item</b>	<b>No. of Unit s/ Sets</b>	<b>Unit Rate</b>	<b>VAT% / CST</b>	<b>Freight Charges upto University</b>	<b>Installation Charges</b>	<b>Customs Clearance Charges</b>	<b>Concessional Customs Duty</b>	<b>Excise Duty</b>	<b>TOTAL Price</b>
1.	Deep freezer (-40°C)	1								

**Note:** This proforma will be the part of commercial Bid Proforma.

**Signature and seal of the bidder**

## TECHNICAL SPECIFICATION

### Item No: 1: Deep freezer – 1 No.

#### Key features:

- **Imported**
- **Strong Refrigeration**
- **Two Alarm functions**
- **Include 2 KV UPS (2000 VA ,1600 W)**
- **Include Drawers for Deep freezer (Tray Dimensions (W x D x H)mm:380x400x180). 7 Nos.**
- **Include Stabilizer (Power:230 V- Single Phase)**

#### **Technical data**

Type	-40°C Deep Freezer
Cabinet Type	Chest
Climate Class	N
Cooling Type	Direct cooling
Defrost Mode	Manual
Refrigerant	CFC-Free
Noise Level (dB)	44

#### **Performance**

Cooling performance(°C)	-40
Temperature Range(°C)	-10~-40

#### **Control**

<b>Controller</b>	Microprocessor
<b>Display</b>	LED

#### **Electrical Data**

<b>Power Supply(V/Hz)</b>	220-240/50	208-230/60
<b>Power(W)</b>	340	340
<b>Electrical Current(A)</b>	3.2	3.2

#### **Dimensions**

<b>Capacity(L/Cu.Ft)</b>	262/9.3
<b>Net/Gross Weight(approx)</b>	88/93(kg) 194.0/205.0(lbs)
<b>Interior Dimensions(W*D*H)</b>	480*465*1430(mm) 18.9*18.3*56.3(in)
<b>Exterior Dimensions(W*D*H)</b>	657*685*1665(mm) 25.9*27.0*65.6(in)

<b>Packing Dimensions(W*D*H)</b>	732*745*1756(mm) 28.8*29.3*69.1(in)
<b>Container load (20'/40'/40'H)</b>	24/48/48

### Functions

<b>High/Low Temperature</b>	Y
<b>Sensor Error</b>	Y

### Accessories

<b>Caster</b>	Y
<b>Foot</b>	Y
<b>Test Hole</b>	N/A
<b>Drawers</b>	7*(To be Purchased separately apart from the freezer)
<b>Temperature Recorder</b>	N/A
<b>USB Interface</b>	N/A

### Others

<b>Certificate</b>	CE
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### Picture





**Compliance Statement to specifications of the equipment**

**Proforma Information regarding specification compliances**

Name of tenderer .....

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

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

1. This deed of Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and Central University of Tamil Nadu, Thiruvarur (hereinafter called "the Purchaser") of the other part.
2. Whereas the Purchaser has awarded the contract for Supply, Installation, Commissioning, Integration and Validation of \_\_\_\_\_ (name of the equipment) (hereinafter called the contract) to \_\_\_\_\_ (hereinafter called the Supplier); (Name of the Supplier)
3. AND WHEREAS the Supplier is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. Now, I/we the undersigned, being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Purchaser the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.
5. After the Supplier has signed the aforementioned Contract with the Purchaser, the Bank is engaged to pay the Purchaser, any amount up to and inclusive of the aforementioned full amount upon written order from the Purchaser to indemnify the Purchaser for any liability of damage resulting from any defects or shortcomings of the Supplier under the Contract mentioned above, whether these defects or shortcomings are actual or estimated. The Bank will deliver the money required by the Purchaser immediately on demand without delay without reference to the Supplier and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings of the Supplier. The Bank shall pay to the Purchaser any money so demanded notwithstanding any dispute/disputes raised by the Supplier in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of thirty six months from the date of signing. (Initial period for which this Guarantee will be valid must be for at least thirty (30) days longer than the anticipated expiry date of warranty period).
7. At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Supplier or if the Supplier fails to complete the work within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages as stated under Para 5 above, the Bank shall extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the Supplier.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Supplier.



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

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

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

For and on behalf of the \_\_\_\_\_ Bank.

**Signature of Authority**

Bank official Name: ..... Designation: .....

Stamp/Seal of the Bank: .....

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

**Witness 1**

Signature .....

Name .....

Address .....

**Witness 2**

Signature .....

Name .....

Address .....

**Declaration**

We hereby undertake that there are \_\_\_\_\_ pages, serially numbered, in the submitted tender including the supporting documents.

**(Please number all the pages including blank page, if any)**

**Signature and seal of the bidder**